

Contains Confidential Commercial Information

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

ATTACHMENT NO. 1

CONTRACTOR: CLEAN VENTURE INC

PURCHASE ORDER NO.: 4103264

BID COMPARISON:
\$4,800,000

Contains Confidential Commercial Information

Blanket Purchase Agreement 4103264, 0
Proprietary and Confidential Page 1 of 37
Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**
Order **4103264**
Revision **0**

PO Approved Date **02/05/2013**
Revision Date

Current Buyer **Donella Walker**
Supplier: **CLEAN VENTURE INC**
PO BOX 18143
NEWARK, NJ 07191
UNITED STATES

Supplier

Contact:

CLASS JOSE
(908) 354-0210

Key

ConEd

Contact:

Donella Walker

Ship To: **TODDVILLE TRNG CTR - LOTUS AVE**
PEEKSKILL, NY 10566

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

8361 Net 30 COLLECT DESTINATION

Effective Start Date Effective End Date Amount Agreed (USD)

02/05/2013 05/31/2013 4,800,000.00

Notes: This Blanket Purchase Agreement is for flush and cleaning subsurface electric distribution structures throughout Con Edison service territories of Manhattan, Staten Island, the Bronx and Westchester. The following documents from bid

event number 072209IBM dated July 22, 2009 including all documents, procedures, and specifications

referenced therein govern this agreement. Consolidated Edison Company of

New York, Inc. Standard Terms and Conditions for Services Contract, dated October 1, 2007, no

exception taken.

Attached is the PMS contract #037565, all terms & conditions and pricing remain unchanged and govern this purchase order.

Reference Documents: PMS PO 037565.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 05/31/2013 0 EACH .00

FURNISH SUPERVISION, LABOR, EQUIPMENT, AND MATERIAL TO FLUSH AND CLEAN
SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT THE CON EDISON
SERVICE TERRITORIES OF MANHATTAN, STATEN ISLAND THE BRONX

2 NS0134701 N/A 0 Daily 1840.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

Blanket Purchase Agreement 4103264, 0

Contains Confidential Commercial Information

Proprietary and Confidential Page 2 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

- TWO-MAN CREW - STRAIGHT TIME PER DAY

3 NS0134702 N/A 0 Daily 2050.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TWO-MAN CREW - OVERTIME PER DAY

4 NS0134703 N/A 0 Daily 2150.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TWO-MAN CREW - PREMIUM TIME PER DAY

5 NS0134704 N/A 0 HOUR 230.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TWO-MAN CREW - STRAIGHT TIME PER HOUR

6 NS0134705 N/A 0 HOUR 256.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TWO-MAN CREW - OVERTIME PER HOUR

7 NS0134706 N/A 0 HOUR 268.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TWO-MAN CREW - PREMIUM TIME PER HOUR

8 NS0134707 N/A 0 Daily 2150.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- THREE-MAN CREW - STRAIGHT TIME PER DAY

9 NS0134708 N/A 0 Daily 2350.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- THREE-MAN CREW - OVERTIME PER DAY

10 NS0134709 N/A 0 Daily 2500.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- THREE-MAN CREW - PREMIUM TIME PER DAY

11 NS0134710 N/A 0 HOUR 269.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- THREE-MAN CREW - STRAIGHT TIME PER HOUR

12 NS0134711 N/A 0 HOUR 294.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- THREE-MAN CREW - OVERTIME PER HOUR

13 NS0134712 N/A 0 HOUR 312.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THOUGHTOUT CON EDISON TERRITORIES OF BROOKLYN AND QUEENS - THREE-MAN CREW - PREMIUM TIME PER HOUR

PER HOUR

14 NS0134713 N/A 0 Daily 2360.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - STRAIGHT TIME PER DAY

15 NS0134714 N/A 0 Daily 2500.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - OVERTIME PER DAY

16 NS0134715 N/A 0 Daily 2500.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Contains Confidential Commercial Information

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 3 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - PREMIUM TIME PER DAY

17 NS0134716 N/A 0 HOUR 295.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - STRAIGHT TIME PER HOUR

18 NS0134717 N/A 0 HOUR 312.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - OVERTIME PER HOUR

19 NS0134718 N/A 0 HOUR 312.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- JET-RODDING CREW - PREMIUM TIME PER HOUR

20 NS0134719 N/A 0 Daily 40.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- SURCHARGE FOR LEVEL C PPE - PER DAY

21 NS0134720 N/A 0 HOUR 43.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT OPERATOR - STRAIGHT TIME PER HOUR

22 NS0134721 N/A 0 HOUR 43.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT OPERATOR - OVERTIME PER HOUR

23 NS0134722 N/A 0 HOUR 43.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT OPERATOR - PREMIUM TIME PER HOUR

24 NS0134723 N/A 0 HOUR 32.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- ENVIRONMENTAL/HAZ-MAT TECHNICIAN - STRAIGHT TIME PER HOUR

25 NS0134724 N/A 0 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- ENVIRONMENTAL/HAZ-MAT TECHNICIAN - OVERTIME PER HOUR

26 NS0134725 N/A 0 HOUR 55.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- ENVIRONMENTAL/HAZ-MAT TECHNICIAN - PREMIUM TIME PER HOUR

27 NS0134726 N/A 0 HOUR 32.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND

WESTCHESTERS - CHEMICAL TECHNICIAN - STRAIGHT TIME PER HOUR

28 NS0134727 N/A 0 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- CHEMICAL TECHNICIAN - OVERTIME PER HOUR

29 NS0134728 N/A 0 HOUR 55.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

CHEMICAL TECHNICIAN - PREMIUM TIME PER HOUR

Contains Confidential Commercial Information

30 NS0134729 N/A 0 HOUR 80.00

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 4 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- JET-RODDER - STRAIGHT TIME PER HOUR

31 NS0134730 N/A 0 HOUR 80.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- JET-RODDER - OVERTIME PER HOUR

32 NS0134731 N/A 0 HOUR 80.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- JET-RODDER - PREMIUM TIME PER HOUR

33 NS0134732 N/A 0 EACH 4910.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- MANHOLE CLEAN-OUT/VAULT CLEAN-OUT LUMP SUM

34 NS0134733 N/A 0 HOUR 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
TURBO VAC TRUCK PER HOUR

35 NS0134734 N/A 0 HOUR 40.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
SUPPLY TRUCK PER HOUR

36 NS0134735 N/A 0 HOUR 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- 3,200 GALLON VACUUM TANKER PER HOUR

37 NS0134736 N/A 0 Daily 20.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- ROLL-OFF BOX PER DAY

38 NS0134737 N/A 0 EACH 360.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- ROLL-OFF BOX PER MONTH

39 NS0134738 N/A 0 Daily 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - FRAC TANKS - DAILY RATE

40 NS0134739 N/A 0 EACH 336.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - FRAC TANKS - WEEKLY RATE

41 NS0134740 N/A 0 HOUR 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - LIQUID VACUUM TANKER - HOURLY RATE

42 NS0134741 N/A 0 Daily 600.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - LIQUID VACUUM TANKER - DAILY RATE

43 NS0134742 N/A 0 EACH 2250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Contains Confidential Commercial Information

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - LIQUID VACUUM TANKER - WEEKLY RATE

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 5 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

44 NS0134743 N/A 0 EACH 715.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - MOBILIZATION/DEMobilIZATION OF HEAVY DUTY EQUIPMENT
EACH

45 NS0134744 N/A 0 Daily 20.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - ROLL-OFF CONTAINERS WITHOUT LINER - DAILY RATE

46 NS0134745 N/A 0 EACH 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - ROLL-OFF CONTAINERS WITHOUT LINER - WEEKLY RATE

47 NS0134746 N/A 0 Daily 50.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - VAC SLUDGE BOXES OVER 3500 PER GALLON - DAILY

48 NS0134747 N/A 0 EACH 350.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - VAC SLUDGE BOXES OVER 3500 PER GALLON - WEEKLY

49 NS0134748 N/A 0 Daily 38.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - DRUM - 17E LIDS AND LABLES 55 GALLON - DAILY

50 NS0134749 N/A 0 Daily 38.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - DRUM - 17H LIDS AND LABLES 55 GALLON - DAILY

51 NS0134750 N/A 0 Daily 50.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - LINERS FOR ROLL-OFF CONTAINERS - DAILY

52 NS0134751 N/A 0 Daily 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - BERM FOR FRAC TANK - DAILY

53 NS0134752 N/A 0 EACH 336.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - BERM FOR FRAC TANK - WEEKLY

54 NS0134753 N/A 0 Daily 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - POWER DRUMMER ATTACHMENT FOR VACTOR - DAILY

55 NS0134754 N/A 0 EACH 262.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
- EQUIPMENT RENTAL - POWER DRUMMER ATTACHMENT FOR VACTOR - WEEKLY

56 NS0134755 N/A 0 HOUR 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

Contains Confidential Commercial Information

- EQUIPMENT RENTAL - ROLL OFF MOVER - HOURLY

57 NS0134756 N/A 0 Daily 76.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 6 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT RENTAL - ROLL OFF MOVER - DAILY

58 NS0134757 N/A 0 EACH 2880.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT RENTAL - ROLL OFF MOVER - WEEKLY

59 NS0134758 N/A 0 GALLON 10.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT RENTAL - SAFE WASH PER GALLON

60 NS0134759 N/A 0 GALLON 3.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- EQUIPMENT RENTAL - BLEACH- PER GALLON

61 NS0134760 N/A 0 DRUM 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL
DRUMS PER LOAD

62 NS0134761 N/A 0 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL
PER ROLL-OFF

63 NS0134762 N/A 0 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL
PER TANKERS

64 NS0134763 N/A 0 DRUM 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY)
DRUMS PER LOAD

65 NS0134764 N/A 0 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY)
PER ROLL OFF

66 NS0134765 N/A 0 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

- TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY)
PER TANKER

67 NS0134766 N/A 0 DRUM 700.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND
WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CYCLE CHEM

(ELIZABETH) DRUMS PER LOAD -

68 NS0134767 N/A 0 EACH 725.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Contains Confidential Commercial Information

EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) PER ROLL-OFF

69 NS0134768 N/A 0 EACH 725.00

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 7 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount (USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) PER TANKER

70 NS0134769 N/A 0 DRUM 850.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES -VEOLIA ENVI (FLANDERS) DRUMS PER LOAD -

71 NS0134770 N/A 0 EACH 900.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES -VEOLIA ENVI (FLANDERS) PER ROLL-OFF

72 NS0134771 N/A 0 EACH 1000.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES -VEOLIA ENVI (FLANDERS) PER TANKERS

73 NS0134772 N/A 0 DRUM 2350.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) DRUMS PER ROLL

74 NS0134773 N/A 0 EACH 2350.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER ROLL-OFF

75 NS0134774 N/A 0 EACH 2450.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER TANKERS

76 NS0134775 N/A 0 DRUM 925.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING DRUMS PER LOAD -

77 NS0134776 N/A 0 EACH 975.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING PER ROLL-OFF

78 NS0134777 N/A 0 EACH 975.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING PER TANKERS

Contains Confidential Commercial Information

79 NS0134778 N/A 0 DRUM 975.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CASIE PROTANK (VINELAND) DRUMS PER LOAD

80 NS0134779 N/A 0 EACH 1075.00

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 8 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CASIE PROTANK (VINELAND) PER ROLL-OFF

81 NS0134780 N/A 0 EACH 1075.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CASIE PROTANK (VINELAND) PER TANKER

82 NS0134781 N/A 0 DRUM 1575.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (BRAintree, MA) DRUMS PER ROLL

83 NS0134782 N/A 0 EACH 1675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (BRAintree, MA) PER ROLL-OFF

84 NS0134783 N/A 0 EACH 1675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (BRAintree, MA) PER TANKERS

85 NS0134784 N/A 0 DRUM 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (SPRING GROVE) DRUMS PER LOAD

86 NS0134785 N/A 0 EACH 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (SPRING GROVE) PER ROLL-OFF

87 NS0134786 N/A 0 DRUM 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS DISPOSAL FACILITIES-CLEAN HARBORS PPM (TWINSBURG, OH) DRUMS PER LOAD

88 NS0134787 N/A 0 EACH 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS PPM (TWINSBURG, OH) PER ROLL-OFF

89 NS0134788 N/A 0 DRUM 1675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN ROCK OF MD DRUMS PER

Contains Confidential Commercial Information

LOAD

90 NS0134789 N/A 0 DRUM 1775.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERSTRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN ROCK OF MD PER ROLL-OFF

91 NS0134790 N/A 0 DRUM 625.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 9 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount (USD)

TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) DRUMS PER LOAD

92 NS0134791 N/A 0 EACH 675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) PER ROLL-OFF

93 NS0134792 N/A 0 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) PER TANKERS

94 NS0134793 N/A 0 DRUM 1995.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - HIGH ACRES (FAIR PORT) DRUMS PER LOAD

95 NS0134794 N/A 0 EACH 1995.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - HIGH ACRES (FAIR PORT) PER ROLL-OFF

96 NS0134795 N/A 0 DRUM 1025.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERSTRANSPORTATION COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN) DRUMS PER LOAD

97 NS0134796 N/A 0 EACH 1025.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERSTRANSPORTATION COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN) PER ROLL-OFF

98 NS0134797 N/A 0 EACH 1025.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERSTRANSPORTATION COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN) PER TANKERS

99 NS0134798 N/A 0 EACH 1050.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - WASTE MANAGEMENT (GROWS) PER ROLL-OFF

100 NS0134799 N/A 0 TON

(UK) OR
LONGTO
N (US)

Contains Confidential Commercial Information

115.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE A 1: PER TON

101 NS0134800 N/A 0 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE A 1: PER DRUM

102 NS0134801 N/A 0 TON 105.00

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 10 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

(UK) OR

LONGTO

N (US)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, THE BRONX WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE B: PER TON

103 NS0134802 N/A 0 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, THE BRONX WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE B: PER DRUM

104 NS0134803 N/A 0 TON

(UK) OR

LONGTO

N (US)

90.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE B 1: PER TON

105 NS0134804 N/A 0 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE B 1: PER DRUM

106 NS0134805 N/A 0 TON

(UK) OR

LONGTO

N (US)

135.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE C: PER TON

107 NS0134806 N/A 0 DRUM 200.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX WESTCHESTER DISPOSAL COSTS WASTE PROFILES PROFILE C: PER DRUM

108 NS0134807 N/A 0 GALLON .31

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROF PROFILE D: PER GAL (1,250 GAL MIN)

109 NS0134808 N/A 0 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROF PROFILE D: PER DRUM

110 NS0134809 N/A 0 GALLON .65

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, THE BRONX, WESTCHESTERS DISPOSAL COSTS WASTE

Contains Confidential Commercial Information

PROFILE E: PER GAL (500GAL MIN)

111 NS0134810 N/A 0 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, SI, THE BRONX, WESTCHESTERS DISPOSAL COSTS WASTE PROFILE E: PER DRUM

112 NS0134811 N/A 0 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX, WESTCHESTERS DISPOSAL COSTS WASTE PROFILE E 1: PER DRUM

113 NS0134812 N/A 0 GALLON .65

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX, WESTCHESTERS DISPOSAL Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 11 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

COSTS WASTE PROFILE E 1: PER GALLON

114 NS0134813 N/A 0 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTERS WASTE PROFILE F AND F1: PER GAL (500 GAL MIN)

115 NS0134814 N/A 0 DRUM 95.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTERS WASTE PROFILE F AND F1: PER DRUM

116 NS0134815 N/A 0 TON

(UK) OR

LONGTO

N (US)

180.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTERS WASTE PROFILE F AND F1: PER TON

117 NS0134816 N/A 0 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER COSTS WASTE PROFILE F 2: PER GALLON

118 NS0134817 N/A 0 DRUM 115.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER COSTS WASTE PROFILE F 2: PER DRUM

119 NS0134818 N/A 0 TON

(UK) OR

LONGTO

N (US)

185.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER COSTS WASTE PROFILE F 2: PER TON

120 NS0134819 N/A 0 DRUM 190.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS DISPOSAL COSTS WASTE PROFILE I: DRUM

121 NS0134820 N/A 0 TON

(UK) OR

LONGTO

N (US)

135.00

Contains Confidential Commercial Information

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS
DISPOSAL COSTS WASTE PROFILE I: TON
122 NS0134821 N/A 0 CUBIC
YARD
305.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS
DISPOSAL COSTS WASTE PROFILE K: PER CU YARD
123 NS0134822 N/A 0 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS
DISPOSAL COSTS WASTE PROFILE K: DRUM
124 NS0134823 N/A 0 CUBIC
YARD
305.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 12 of 37
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

DISPOSAL COSTS WASTE PROFILE K 1: CU YARD
125 NS0134824 N/A 0 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
DISPOSAL COSTS WASTE PROFILE K 1: DRUM
126 NS0134825 N/A 0 GALLON 3.90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
DISPOSAL COSTS WASTE PROFILE N: PER GALLON
127 NS0134826 N/A 0 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
DISPOSAL COSTS WASTE PROFILE N: PER DRUM
128 NS0134827 N/A 0 DRUM 695.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE O AND O 1: PER DRUM
129 NS0134828 N/A 0 TON
(UK) OR
LONGTO
N (US)
675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE O AND O 1: TON
130 NS0134829 N/A 0 DRUM 695.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER
DISPOSAL COSTS WASTE PROFILE O 2: PER DRUM
131 NS0134830 N/A 0 TON

(UK) OR
LONGTO
N (US)
675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

Contains Confidential Commercial Information

DISPOSAL COSTS WASTE PROFILE O 2: PER TON

132 NS0134831 N/A 0 DRUM 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS

DISPOSAL COSTS WASTE PROFILE Q: PER DRUM

133 NS0134832 N/A 0 GALLON .31

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS

DISPOSAL COSTS WASTE PROFILE Q: PER GALLON

134 NS0134833 N/A 0 GALLON .40

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

DISPOSAL COSTS WASTE PROFILE U: PER GALLON

135 NS0134834 N/A 0 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER

DISPOSAL COSTS WASTE PROFILE U: PER DRUM

136 NS0134835 N/A 0 EACH 2328.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILE: COST TO DECONTAMINATE TANKER

Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 13 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

137 NS0134836 N/A 0 GALLON .90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS WASTE PROFILE: V - PER GALLON

138 NS0134837 N/A 0 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V - PER DRUM

139 NS0134838 N/A 0 GALLON .90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V1 - PER GAL

140 NS0134839 N/A 0 DRUM 90.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V1 - PER DRUM

141 NS0134840 N/A 0 TON

(UK) OR

LONGTO

N (US)

205.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V1 - PER TON

142 NS0134841 N/A 0 GALLON 1.45

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V2 - PER GALLON

143 NS0134842 N/A 0 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS

WASTE PROFILE: V2 - PER DRUM

144 NS0134843 N/A 0 TON

Contains Confidential Commercial Information

(UK) OR
LONGTO
N (US)
345.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE: V2 - PER TON
145 NS0134844 N/A 0 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE: Z - SANITARY SLUDGES - PER GALLON
146 NS0134845 N/A 0 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE: Z - SANITARY SLUDGES - PER DRUM
147 NS0134846 N/A 0 TON

(UK) OR
LONGTO
N (US)
185.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER DISPOSAL COSTS
WASTE PROFILE: Z - SANITARY SLUDGES - PER TON
148 NS0134847 N/A 0 EACH 96.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
Blanket Purchase Agreement 4103264, 0

Proprietary and Confidential Page 14 of 37

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

TERRITORIES OF MANHATTAN, SI, BRONX, WESTCHESTERS DISPOSAL COSTS TCLP LEAD
LAV ANAYSIS (CLEAN EARTH, INC.) PER SAMPLE
149 HOUR 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF MANHATTAN, STATEN ISLAND,BRONX, WESTCHESTER - SUPERVISOR
FOR CLEAN VENTURE CREWS LIASON TO CON EDISON
Blanket Purchase Agreement 4103264,
0

Proprietary and Confidential Page 15 of 37

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	16
Standard Terms	16
Standard Terms and Conditions October 2007	16
Appendix A	33
Gift Policy	37

Blanket Purchase Agreement 4103264,
0

Proprietary and Confidential Page 16 of 37

Terms and Conditions

Standard Terms

Standard Terms and Conditions October 2007

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
STANDARD TERMS AND CONDITIONS
OF

SERVICE CONTRACTS

Blanket Purchase Agreement 4103264,
0

Proprietary and Confidential Page 17 of 37

Contains Confidential Commercial Information

October 1, 2007

TABLE OF CONTENTS

PAGE NO.

1.Definitions.	1
2.Contract Formation	1
3.Amendments	1
4.Firm Price	2
5.Payment	2
6.Taxes	3
7.Time of Performance	3
8.Excusable Delay	3
9.Suspension	4
10.Warranties	4
11.Changes.	4
12.Time and Material and Cost Reimbursable Work	5
13.Claims	5
14 .Inspection and Tests	7
15Key Personnel	8
16Subcontracting	8
17.Assignment	8
18.Confidentiality	8
19.Patents, Etc	9
20.Indemnification	9
21.Insurance	10
22.Termination for Convenience	12
23.Cancellation for Default	12
24.Ownership of Documents	13
25.Con Edison's Performance	13
Blanket Purchase Agreement 4103264,	
0	
Proprietary and Confidential Page 18 of 37	
26.Compliance with Laws	13
27.Set-Off	13
28.Right to Audit (Cost-Reimbursable or Time-and-Materials Contracts)	13
29. Required Approvals	14
30.Quality Assurance	14
31.Effect of Con Edison Approval	14
32.Safeguards	14
33.Maintenance of Work Site	15
34.Vehicle Spills	15
35.Protection of Persons and Property; Notice of Accidents	15
36.Communication with Supervisors	16
37.Conflicting Documents	16
38.Waiver	17
39.Relationship of Parties.	17
40.Entire Agreement	17
41.New York Law	18
42.Waiver of Trial by Jury	18
43.Title and Risk of Loss (Repair Services)	18
44.Material Safety Data Sheets	18
45.Submission to Jurisdiction/Choice of Forum	18

Appendix A - Required Clauses and Certifications, dated July 2005

STANDARD TERMS AND CONDITIONS OF SERVICE CONTRACTS

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

"Con Edison"-Consolidated Edison Company of New York, Inc.

"Contractor"-The contractor for services named on the face of the Purchase Order.

"Purchase Order"-The contract between Con Edison and the Contractor containing all provisions set forth on the face and reverse sides and on any other pages of and

Contains Confidential Commercial Information

attachments to the Con Edison purchase order form and on
Blanket Purchase Agreement 4103264,
0

Proprietary and Confidential Page 19 of 37

documents or portions thereof expressly incorporated by reference herein, including, without limitation, special conditions, specifications and drawings. (The words "hereof", "herein", "hereto" and "hereunder" shall be deemed to refer to the Purchase Order.)

2.Contract Formation. Acceptance of the bid or proposal is expressly conditioned upon the Contractor's assent to the terms and conditions hereof. The Contractor shall be bound by the Purchase Order and its terms and conditions upon the mailing or delivery by other means of the Con Edison purchase order form or other writing manifesting acceptance of the Contractor's offer, unless the Contractor's offer contains terms additional to or different from those expressed herein which are not accepted in writing by Con Edison. In such event, Contractor shall be bound by the Purchase Order and its terms and conditions when it executes the acknowledgment copy or such other writing issued by Con Edison (or issues another document expressing the Contractor's acceptance of the Purchase Order), or when it renders to Con Edison any of the services ordered herein., whichever occurs first. No terms or conditions stated by the Contractor in its bid or proposal, acknowledgment or other correspondence shall be binding upon Con Edison if different from or in addition to the express provisions of the Purchase Order.

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

4.Firm Price. Unless otherwise expressly and specifically provided herein, the prices stated in the Purchase Order are firm and are not subject to increase.

5.Payment

A.Unless otherwise specified in the Purchase Order, payment shall be made by Con Edison to the Contractor within thirty (30) days after receipt and processing of proper invoices with required supporting documentation.

B.Invoices (the originals) shall be submitted to the Accounts Payable Section of Con Edison's Corporate Accounting Department, after the rendering of the services for which payment is to be made, in such detail and with such supporting documentation as required by the Purchase Order documents or as may reasonably be required by Con Edison for tax and regulatory purposes. Proofs of costs shall be submitted for reimbursable supplies and materials. If the contract provides for services to be rendered on an hourly rate basis, invoices shall include the number of hours worked and the hourly rate for each person performing services as well as the total amount invoiced, and shall be accompanied by signed time sheets and any other data reasonably required by Con Edison.

C.Should the Purchase Order contain a schedule of payments, such schedule will be appropriately adjusted for any delays in the progress of the services.

D.The acceptance by the Contractor of final payment, except for any express written reservation of rights, shall be Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 20 of 37

and shall operate as a release of Con Edison from all claims of and all liability to the Contractor for all things done or furnished in connection with the Purchase Order and for every act and neglect of Con Edison and others for whom Con Edison is or may be responsible relating to or arising out of the Purchase Order. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Purchase order.

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

6.Taxes

A.Sales Tax. Except as otherwise provided in the Purchase Order, the price does not include any federal, state or local sales, use or other similar tax which may now or hereafter be applicable to the purchase by Con Edison of the services furnished hereunder, and Con Edison agrees to pay or reimburse the Contractor for any such tax. Con Edison shall have the right to direct the basis on which any such taxes shall be paid or contested and to control any

Contains Confidential Commercial Information

contest and shall reimburse the Contractor for any interest, penalties or expenses the Contractor may be required to pay on account of any such direction or contest.

Conducting any hearings or litigation regarding a tax dispute shall be Con Edison's responsibility, but the Contractor shall cooperate and assist Con Edison therein.

B. Payroll Taxes and Contributions. The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed by or required under the unemployment insurance laws of New York or any other state or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect of wages, salaries or other compensation paid to employees engaged upon or in connection with the work to be performed.

7. Time of Performance. The Contractor shall perform the services to be furnished in accordance with any schedule of performance stated herein. It is understood and agreed by the Contractor that TIME IS OF THE ESSENCE OF THE PURCHASE ORDER and of each and every portion thereof for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by Con Edison of revised schedules from the Contractor during the work shall not be deemed a waiver of the contract completion date.

8. Excusable Delay. The Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Contractor, public disorder or riot, a failure of public transportation facilities, and inability of Con Edison to provide access due to plant malfunctions. Delay in the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractor, shall not be excusable delay hereunder if the supplies or

Blanket Purchase Agreement 4103264,
0

Proprietary and Confidential Page 21 of 37

services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon within 48 hours after its occurrence. 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. Con Edison shall not be liable for any additional costs incurred as a result of such delay.

9. Suspension. Con Edison shall have the right, for its convenience and by written notice, to suspend all or part of the Contractor's performance hereunder at any time. The Contractor shall, as soon as possible, resume any suspended performance when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by the suspension. If such suspension continues for an unreasonable period, the Contractor shall be entitled to an adjustment in the Purchase Order price to cover any additional out-of-pocket costs (exclusive of overhead or costs resulting from loss of efficiency) which the Contractor establishes to the satisfaction of Con Edison were incurred by the Contractor solely by reason of the suspension, provided, however, that such entitlement is conditioned upon the Contractor's notifying Con Edison in writing within fifteen (15) days of the suspension that additional costs will or may be incurred thereby and upon the Contractor's making claim therefor in writing within thirty (30) days of Con Edison's notice to resume work. Delay caused by Con Edison's act or failure to act shall not be deemed a suspension within the meaning of this article and shall not entitle the Contractor to receive any additional costs.

10. Warranties. The Contractor warrants that services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practice. The Contractor further warrants any goods furnished hereunder in connection with such services to be new and free from defects in title, design, material, fabrication and workmanship, to conform strictly to any applicable samples and to specifications, drawings and other descriptions herein, and to be suitable for the purpose intended. Should any failure to meet any of the warranties stated herein appear within eighteen (18) months of the completion of all services rendered hereunder, the Contractor shall upon notice by Con Edison reperform the services and replace or repair any goods not conforming to the foregoing warranties promptly and without expense to Con Edison. In the event of failure of the Contractor promptly to remedy as aforesaid any breach of warranty Con Edison may correct the deficiencies and charge the Contractor the cost thereof. The aforesaid warranties shall survive acceptance of and payment for the services furnished hereunder. After any such services have been redone and materials or articles replaced or repaired pursuant to the foregoing warranties, they shall be subject anew to the foregoing warranties.

11. Changes. Con Edison reserves the right at any time to make changes in the services to be performed or in any specifications, drawings and data incorporated herein. Any such changes shall be directed in writing. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the contract price or schedule, or both. Any claim by the Contractor for adjustment under this clause shall be deemed waived unless asserted in writing within thirty (30) days from the date of the direction to make the change. In the event any such adjustment is not agreed upon promptly, the Contractor shall, nevertheless, proceed diligently to effect the change at the time it is directed to do so by Con Edison, without

Contains Confidential Commercial Information

prejudice to its right to an equitable adjustment in respect thereof.. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Purchase Order modification signed and issued by Con Edison.

12. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 22 of 37

character of work done on a time and material or other cost reimbursable basis.

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

If the 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 the Contractor without recourse to Con Edison.

C. For time and material work, 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 time and material basis shall be subject to the warranties provision of Article 10 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.

13. Claims

A. The only claims that may be made by the Contractor are claims for (i) providing services or materials beyond the scope of the Purchase Order that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Purchase Order work caused by Con Edison's breach of the Purchase Order (hereafter "Increased Costs").

B. For each claim for Non-Contract Work, as defined in A(i), the Contractor must give written notice to Con Edison's designated representative within 5 days of when the 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), the 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 Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 23 of 37

incorrect by document, page, section, and clause, describe the fact or condition misrepresented, and provide the date the 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, the Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as defined in A(i), these detailed records shall include:

- (1) 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
- (2) The nature and quantity of any materials, plant and equipment furnished or used on connection with the performance of such work and from whom purchased or rented.

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

Contains Confidential Commercial Information

- (1) The date the Increased Costs were incurred,
- (2) The name, title, trade local, and number of the workers who performed the work whose costs were increased,
- (3) The price in the Contractor's bid for the performance of the work that had its cost increased, the actual cost to the Contractor to perform such work, and the amount of the Increased Costs that the Contractor claims Con Edison is responsible for, and
- (4) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. Contractor's failure to provide timely notice of a claim, as required by paragraph B, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph C, or to timely submit such costs on a weekly basis, as required by paragraph C, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Purchase Order not covered by a written and signed change order and that neither the Contractor nor any of its subcontractors have had their costs increased by a breach of the Purchase Order by Con Edison, and such failure shall be deemed a waiver of the claim.

14. Inspection and Tests. Con Edison shall have the right to inspect any and all records of the Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the services hereunder are being performed and will be performed in full accordance with the requirement of the Purchase Order and on schedule. In Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 24 of 37

in addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to the premises at which services hereunder are being performed at all reasonable times for Con Edison to inspect work in progress. Con Edison shall have the right to be present and witness tests relating to the services rendered hereunder. Con Edison, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by Con Edison will be paid for by Con Edison, provided that if such tests reveal a deficiency in the Contractor's performance or that it was not in accordance with the Purchase Order requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by Con Edison or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish goods and services fully in accordance with the requirements of the Purchase Order. Any articles or equipment serviced or repaired hereunder shall be subject to inspection and testing by Con Edison after completion of the services (and after delivery to Con Edison, if it has been removed from Con Edison's premises), and final payment for repaired articles or equipment shall not be due before acceptance after testing. Payment prior to testing shall not constitute acceptance.

15. Key Personnel. Personnel assigned to perform services hereunder who are designated as "key" personnel in the Purchase Order shall devote substantially all their working time to performing work under the Purchase Order, unless there is an express provision to the contrary herein, and shall not be removed from such assignments without the prior written consent of Con Edison. Con Edison shall have the right to approve replacements for key personnel. The Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any services hereunder without the prior written permission of Con Edison.

16. Subcontracting. The 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 work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Nothing contained herein shall create any contractual rights in any subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the work on Con Edison's premises to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, naming both Con Edison and Contractor as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as Con Edison has hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

17. Assignment. The Contractor shall not assign the Purchase Order or any of its rights under the Purchase Order without the prior written consent of Con Edison, and any assignment made without such consent shall be void.

18. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, and information regarding locations of facilities, furnished by Con Edison or originally furnished or prepared by the Contractor or its subcontractors in connection with the Purchase Order shall, except to the extent indicated in writing by Con Edison, be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Purchase Order, and be delivered or returned to Con Edison upon completion of such performance. The Contractor shall not use Con Edison's name in connection with any advertisement or any

Contains Confidential Commercial Information

announcement regarding its work under the Purchase Order or for any other purpose without obtaining Con Edison's prior written permission. The Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, the Contractor agrees that Con Edison will be entitled to injunctive relief to enforce the terms of this article, in addition to its remedies at law.

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 25 of 37

19. Patents, Etc. If the Contractor, in the performance of the Purchase Order, employs, constructs or provides any goods, design, process, material, tool, equipment or work of authorship (including computer programs and documentation) covered by a patent, copyright, trademark or other proprietary right, the 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. The Contractor shall indemnify and hold Con Edison harmless against any liability arising from a claim, suit or proceeding brought against Con Edison and any liability arising therefrom based on a claim that the services rendered hereunder, or any goods, designs, processes or works of authorship (including computer programs and documentation) supplied in connection therewith or resulting therefrom, infringe any patent, copyright, trademark or any other proprietary right. The Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses thereof, including compensation of experts and counsel, and all damages and costs awarded therein against Con Edison. Con Edison shall notify the Contractor of any such claim, suit or proceeding in writing and give the Contractor authority, information and assistance (at the Contractor's expense) for the defense thereof. In the event that the use of any goods, designs, processes or works of authorship furnished hereunder is enjoined, the Contractor shall promptly, at its own expense, either (a) procure for Con Edison the right to continue using said goods, designs, processes or works of authorship or (b) with the approval of Con Edison, (i) replace them with noninfringing goods, designs, processes or works of authorship of equal performance and quality, or (ii) modify them so they become noninfringing.

20. Indemnification. To the fullest extent allowed by law, the Contractor agrees to defend, indemnify and save Con Edison, its trustees, officers, employees and agents harmless from 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 statutory or administrative fines, penalties or forfeitures resulting, in whole or in part, from, or connected with, the performance of the Purchase Order by the Contractor, any subcontractor, their agents, servants or employees, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to this Purchase Order. The Contractor expressly agrees that Con Edison may pursue claims for contribution and indemnification against the Contractor in connection with claims against Con Edison 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 against the Contractor.

21. Insurance. The Contractor shall procure and maintain the following insurance at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with at least the monetary limits specified. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage and shall be placed with insurance companies acceptable to Con Edison.

A. Employment related insurance

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

(b) Employers' Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupational diseases (with a limit of \$1,000,000 per employee).

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 26 of 37

(c) Where applicable, insurance required by the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Comprehensive (also called Commercial) General Liability Insurance, including Contractual Liability, with limits of \$3,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$3,000,000 per occurrence and, for at least one year after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. (If any part of the work involves Con Edison's gas or steam system or boiler controls, the insurance procured and maintained by the Contractor shall be for \$5,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$5,000,000 per occurrence.) There shall be no policy deductibles without Con Edison's prior written approval.

Contains Confidential Commercial Information

The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Con Edison as an additional insured. There shall be no exclusion for claims by Contractor's employees against Con Edison based on injury to Contractor's employees.

C. Comprehensive Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by the Contractor or any Subcontractors, with limits of \$1,000,000 per occurrence for bodily injury or death and \$500,000 per occurrence for property damage or a combined single limit of \$1,000,000 per occurrence.

D. Where the work involves the use of aircraft, aircraft liability insurance, covering all owned, non-owned and hired aircraft including helicopters, used by the Contractor or any subcontractors, with a combined single limit of \$5,000,000 for bodily injury or death and property damage. The insurance policy shall name Con Edison as an additional insured.

E. For asbestos abatement and lead abatement work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$5,000,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison as an additional insured. Where the abatement work is to be performed by a subcontractor, the Contractor shall require the subcontractor to name both the Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

The Contractor shall cause all insurance carried hereunder to be endorsed by the insurer to require that the insurer furnish Con Edison with at least ten (10) days' written notice 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 shall be primary coverage as to the additional insureds.

At least three days prior to commencing work at Con Edison's premises the Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E above and Certificate(s) of Insurance covering all required insurance, signed by the insurer or its authorized representative, certifying that the required insurance has been obtained and will not be cancelled or altered without at least ten (10) days' prior written notice to Con Edison. Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 27 of 37

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 paragraph B above. Such certificates shall not contain a disclaimer of liability of the insurer for failure to provide Con Edison with notice of cancellation or substantial alteration. Con Edison shall have the right to require the Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C and D hereunder.

The contractor agrees that this is an insured contract. The insurance required herein is intended to cover Con Edison 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 the contractor's indemnification obligation hereunder.

Certificates of insurance identifying the Purchase Order shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, NY 10003

Attention: Purchasing Department

Administrative Services

22. Termination for Convenience. Con Edison may for any reason whatsoever, including its own convenience, by written notice to the Contractor terminate the Purchase Order, in whole or in part, without liability to the Contractor except as stated in this Article. In the event of such termination, in full discharge of its obligations to the Contractor in respect of the Purchase Order and such termination, Con Edison shall pay the Contractor for services performed prior to termination an amount which is equitable in light of the Purchase Order price. The Contractor shall take all reasonable steps to minimize any termination charges of its subcontractors and suppliers as well as its own termination costs. If payments made under the Purchase Order exceed such termination amount, the excess shall be refunded to Con Edison. Except as agreed in writing, termination shall not relieve the Contractor of any obligation which may arise out of services performed prior to termination. In no event shall Con Edison be liable to the Contractor for damages of any kind arising out of the termination or for lost profit, unrecovered or increased

Contains Confidential Commercial Information

overhead or lost opportunities to obtain other sales.

23. Cancellation for Default. In the event the Contractor is in default of any of its obligations under the Purchase Order, Con Edison shall have the right, by written notice to the Contractor, to cancel the Purchase Order, in whole or in part, for such default. The Contractor shall be deemed to be in default hereunder if the Contractor is in default of any of its obligations under the Purchase Order or the Contractor by a statement or conduct indicates that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof). In the Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 28 of 37

event of cancellation for default hereunder, Con Edison shall have all rights and remedies provided by law and under the Purchase Order. In addition, in such event Con Edison may retain from any money otherwise due for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from the Contractor's default. In the event that the Contractor demonstrates that a cancellation of the Purchase Order 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 22 hereof, and the rights and obligations of the parties shall be governed accordingly.

24. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by the Contractor under the Purchase Order (hereinafter "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 property of Con Edison, and Con Edison shall have the unrestricted right to copy and reproduce the Materials, use them in any way it sees fit, and disclose them to others. The Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, the Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

25. Con Edison's Performance. Con Edison shall perform any action required of it by this Purchase Order in order to enable the Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action by the Contractor for damages, in contract or in tort, or entitle the Contractor to cancel or rescind the Purchase Order or abandon its performance. Unexcused nonperformance by Con Edison shall, however, relieve the Contractor of its obligation to perform hereunder to the extent it prevents the Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of the Contractor.

26. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes applicable at the time of performance to services rendered hereunder. The Contractor shall provide Con Edison, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article. Without limiting the generality of the foregoing, the Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, 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.

27. Set-Off. Con Edison shall have the right to set off against any sums due the Contractor hereunder any claims Con Edison may have against the Contractor under the Purchase Order or any other contract between Con Edison and the Contractor without prejudice to the rights of the parties in respect of such claims.

28. Right to Audit (Cost-Reimbursable or Time-and-Materials Contracts). In the event the Purchase Order now provides or in the future is modified to provide for performance, or any part thereof, on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 9. Suspension or Article 22. Termination for Convenience hereof, the Contractor shall maintain detailed books, records and accounts covering costs incurred or, as applicable, time and materials used in connection therewith, and shall make said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of the Purchase Order and for a period of six years after final payment under the Purchase Order. If audit discloses that Con Edison has paid the Contractor

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 29 of 37

for any costs alleged by the Contractor to have been incurred but which were not in fact incurred or for any time and materials which were not used, the Contractor shall refund to Con Edison an amount equal to such payment plus interest thereon.

29. Required Approvals

A. The Contractor will not be permitted to perform any field service work, including but not limited to installation, maintenance, and repair, 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

Contains Confidential Commercial Information

encountered and shall conform to any and all requirements stated in the Purchase Order.

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

30. Quality Assurance. To further assure compliance with warranties stated herein, the Contractor shall meet the quality assurance requirements stated in the Purchase Order, to the extent any quality assurance requirements are set forth or incorporated herein.

31. Effect of Con Edison Approval. The Contractor's obligations under the Purchase Order 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 the Contractor's work hereunder, including, without limitation, documents such as drawings and written process procedures. Any approval by Con Edison of any goods, services, documents or other things done or furnished or proposed by the Contractor shall be construed merely as indicating that at that time of approval Con Edison was not aware of any reason for objecting. Any failure of a Con Edison representative to object to a non-conformity of the item, even if apparent or discoverable, with all the requirements of the Purchase Order shall not be effective as a waiver or acceptance of the non-conformity.

32. Safeguards. The 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. The 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. All equipment, tools, other aids and materials utilized by the Contractor shall have been tested and meet all applicable ANSI standards and legal requirements, shall be of high quality and in good working order. The Contractor shall be responsible for learning what all of these requirements are and the acceptable techniques for complying with them.

If in the opinion of Con Edison's authorized representative the Contractor's work practices or conditions created by the 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. The Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage.

If, when Con Edison's authorized representative is not present at the site, a Con Edison employee directs the Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 30 of 37

Contractor to discontinue an operation because it may be unsafe or illegal, the Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact Con Edison's authorized representative for instructions. The Contractor shall obtain the employee's name and employee identification number and report this information to Con Edison's authorized representative.

33. Maintenance of Work Site. When the Contractor performs services hereunder on Con Edison's premises, the 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 frequently 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.

34. 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 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 for all costs associated with the cleanup of leaks and spills.

35. Protection of Persons and Property; Notice of Accidents

A. When the Contractor performs services hereunder on Con Edison's premises, the Contractor shall at all times exercise every reasonable precaution to protect persons and property and any items on which it is working. The Contractor shall at its own expense design, furnish, and erect such enclosures, barricades, platforms, scaffolds, planking of floor openings, 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. The Contractor shall, and shall cause any subcontractor, their agents, servants and employees, while on or about Con Edison's premises, to observe and comply with all fire, safety, hazard, "No Smoking", and other rules and regulations

Contains Confidential Commercial Information

prescribed by Con Edison or legally in effect at the time.

B.The Contractor shall promptly report in writing to Con Edison all accidents whatsoever, and any claims made in connection therewith, arising out of or in connection with the performance of the Purchase Order whether on or adjacent to the work 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 to property is caused, the Contractor shall immediately orally report the accident to Con Edison.

C.If at any time or place a third party suffers personal injury (including death) or property damage for which the Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 31 of 37

Contractor is legally liable, no provision of the Purchase Order shall be construed as an agreement by Con Edison to assume all or any part of such liability or, if Con Edison is named or joined in any legal action or proceeding in connection therewith, to preclude, prejudice or limit Con Edison's right to receive indemnification or contribution from the Contractor.

36.Communication with Supervisors. When work is performed outside of the Contractor's own premises, the Contractor must provide at all times an on-site representative with full authority to act for the Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for the Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, the 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 the Contractor in this role shall be subject to the continuing approval of Con Edison.

37.Conflicting Documents. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with the typewritten provisions of the purchase order form of the Standard Terms and Conditions of Service Contracts of which this clause is a part, the typewritten provision of the 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 purchase order form and the Standard Terms and Conditions of Service Contracts, the Standard Terms and Conditions of Service Contracts shall take precedence and govern unless the typewritten provision or any special condition incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent clause and states that it does not apply, in which case the typewritten provision shall take precedence and govern. In the event that the Contractor's offer is referred to in the Purchase Order, in any instance where any terms of the offer are in conflict or inconsistent with other provisions of the Purchase Order, unless there is a clear statement to the contrary herein said other provisions shall take precedence and govern. All rights and remedies provided by the Purchase Order 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 titles of the articles of the Purchase Order are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

38.Waiver. Neither the acceptance of goods or services or any part thereof nor any payment therefor nor any order or certificate issued under the Purchase Order nor any performance by Con Edison of any of the Contractor's duties or obligations nor any failure of Con Edison to insist on strict performance by the Contractor of this Purchase Order or to assert Con Edison's rights in any one or more instances shall constitute a waiver by Con Edison of such performance, terms or rights, either then or for the future. No cancellation or rescission hereof, in whole or in part, because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of said breach. Any waiver shall be effective only if in writing and signed by Con Edison's authorized representative, and only with respect to the particular event to which it specifically refers.

39.Relationship of Parties. The Contractor shall be an independent contractor in the performance of the services hereunder. No right of supervision, requirement of approval or other provision of the Purchase Order 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 the Contractor's employees. Unless specifically provided elsewhere herein, nothing contained in the Purchase Order is intended for the benefit of any third parties.

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 32 of 37

40.Entire Agreement. The Purchase Order, as it may be amended in accordance with Article 3 hereof, Amendments, contains the entire agreement between Con Edison and the Contractor. If any article or provision of the Purchase Order is or becomes legally invalid or unenforceable, the remainder of the article and the Purchase Order shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Purchase Order are merged herein.

41.New York Law. The Purchase Order shall be construed and the rights and liabilities of the parties hereto

Contains Confidential Commercial Information

determined, in accordance with the laws of the State of New York.

42. 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 Purchase Order or any claim of damage resulting from any act or omission of the parties in any way connected with the Purchase Order.

43. Title and Risk of Loss (Repair Services). If the Purchase Order is, in whole or in part, for repair, maintenance or modification of equipment, the additional provisions in this Article 44 shall apply. Con Edison will retain title to equipment to be repaired or modified by the Contractor. Title to parts installed by the Contractor in Con Edison equipment, whether or not on Con Edison's premises, will pass to Con Edison upon installation. The risk of loss of or damage to the Con Edison equipment shall be borne by the Contractor from the time such equipment is turned over to the Contractor by Con Edison or, if it is to be delivered to the Contractor by others, from the time it is turned over to a carrier for shipment to the Contractor. The risk of loss or damage shall remain with the Contractor at all times thereafter until the equipment is returned and accepted by Con Edison at its premises, if it has been removed, or, if the services are being performed on Con Edison's premises, until the work has been completed, the Contractor so notifies Con Edison in writing and the equipment is restored to Con Edison's care, custody and control.

44. Material Safety Data Sheets. The Contractor shall complete and submit a Material Safety Data Sheet (MSDS) on which the Contractor must indicate any toxic substances that may be contained in the goods to be furnished or used in the performance of services hereunder. For this purpose, a toxic substance is any that is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances. Failure to complete and return an MSDS promptly when requested to do so by Con Edison shall be grounds for cancellation of the Purchase Order for default.

45. Submission to Jurisdiction/Choice of Forum

A. The Contractor hereby irrevocably submits to the jurisdiction of the courts of the State of New York with regard to any controversy arising out of or relating to the Purchase Order. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to the Contractor at the address shown in the Purchase Order or at the address of any office actually maintained by the Contractor, or by actual personal delivery to the 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.

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 33 of 37

B. The Contractor consents to the selection of the New York State and the United States courts situated within the City of New York or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Purchase Order.

281502

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 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.

Contains Confidential Commercial Information

ANTIKICKBACK PROCEDURES

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 34 of 37

(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.

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 (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

Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 35 of 37

"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

Contains Confidential Commercial Information

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.

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 Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 36 of 37

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 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 (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 Blanket Purchase Agreement 4103264,

0

Proprietary and Confidential Page 37 of 37

such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this

Contains Confidential Commercial Information

Appendix A.
337730

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).

337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

Contains Confidential Commercial Information

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

ATTACHMENT NO. 2

CONTRACTOR: VEOLIA ES INDUSTRIAL SERVICES INC
PURCHASE ORDER NO.: 4158669

BID COMPARISON:
\$998,400
\$1,083,739

Contains Confidential Commercial Information

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 1 of 32

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **Standard Purchase Order**

Order **4158669**

Revision **1**

PO Approved Date **08/29/2013**

Revision Date **08/27/2013**

Buyer **Beverly Liu**

Supplier: **VEOLIA ES INDUSTRIAL SERVICES INC**

6151 EXECUTIVE BLVD

HUBER HEIGHTS, OH 45424

UNITED STATES

Supplier

Contact:

Boughton Mr. George

(734) 604.2554

Key

ConEd

Contact:

Liu Beverly

Ship To: **850 12TH AVENUE**

NEW YORK, NY 10019

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

9040 Net 30

Notes: Contractor will provide all chemicals, equipment, materials, tools and labors to perform the chemical cleaning of boilers 114 and 115 at the 59th Street Station.

All work shall be performed in accordance with:

1. All documents and forms associated with Con Edison RFQ 100031 as well as all supplemental documents/correspondences/clarifications and all revisions issued thereafter
2. Consolidated Edison Company of New York, Inc. Request for Proposal document dated February 2013
3. Veolia ES Industrial Services, Inc. Proposal for Chemically Cleaning Con Edison Boiler 114, 115 dated April 19, 2013
4. Consolidated Edison Company of New York, Inc. Standard Terms and Condition for Purchase of Equipment dated July 1, 2012 As modified 04/11/2013 for Veolia ES Industrial Services, Inc. (LAW1-#343410-v1-Veolia_Ts_and_Cs_For_Service_Contracts - 130411c)
5. Appendix A – Required Clauses and Certifications
6. Gift Policy

The contractor's latest signed Disclosure Form is incorporated by reference.

PO Revision 1:

This amendment is to add Line 15 to the purchase order. All other terms and conditions remain unchanged.

Reference Documents: VES-IS - SAM Results Details (Veolia).pdf

VES-IS - Complete Disclosure Form 022113 w subconSBC 81512

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 2 of 32

SAM (1) - Signed (Veolia).pdf

Chemical Cleaning Request for Proposal rev2.docx

Contains Confidential Commercial Information

WEST 59th 114 or 115 R-3 (Veolia revised price proposal).docx
RE Con Edison RFQ 100031 59th Street Station Boiler Chemical
Cleaning (response to comment).msg

All prices and amounts on this order are expressed in USD

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

Amount

(USD)

1 Copper Removal stage

Oxygen: July/August 2013

37,579.00

Ship To:

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

2 Copper Removal stage

Oxygen: before the Fall of

2014

37,579.00

Ship To:

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

3 Di-Ammonia EDTA Stage:

July/August 2013

194,268.00

Ship To:

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

4 Di-Ammonia EDTA Stage:

before the Fall of 2014

194,268.00

Ship To:

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

5 De-Mobilization: July/August

2013

64,648.00

Ship To:

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

6 De-Mobilization: before the

Fall of 2014

64,648.00

Ship To:

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

7 HCL Iron Copper with

Passivation Stage: July/August

2013

102,067.00

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 3 of 32

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

Amount

(USD)

Ship To:

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

8 HCL Iron Copper with

Passivation Stage: before the

Fall of 2014

102,067.00

Ship To:

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

9 Mobilization: July/August

Contains Confidential Commercial Information

2013

64,648.00

Ship To:

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

10 Mobilization: before the Fall

of 2014

64,648.00

Ship To:

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

11 Organic Removal Stage:

July/August 2013

55,150.00

Ship To:

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

12 Organic Removal Stage:

before the Fall of 2014

55,150.00

Ship To:

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

13 24 HOUR 1320.00 31,680.00

Repair Delay Hourly Rate: July/August 2013

Ship To:

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

14 24 HOUR 1320.00 31,680.00

Repair Delay Hourly Rate: before the Fall of 2014

Ship To:

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

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 4 of 32

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

Amount

(USD)

15 Supplier Item:973 425 0512

Cost to pre-mix and deliver

Chemicals to Station (Pre-Mix

Hydrochloric acid) Associated

with purchase order 4158669

5,527.00

Modify Purchase Order 4158669 (Pre-Mix Hydrochloric acid) 59th St Chemical Cleaning 850 12th ave New York, NY 10019

Ship To:

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

Total: **1,105,607.00 (USD)**

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 5 of 32

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....6

Standard Terms6

LAW1-#343410-v1-Veolia_Ts_and_Cs_For_Service_Contracts - 130411c6

Appendix A28

Gift Policy32

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 6 of 32

Terms and Conditions

Standard Terms

Contains Confidential Commercial Information

LAW1-#343410-v1-Veolia_Ts_and_Cs_For_Service_Contracts - 130411c

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

SERVICE CONTRACTS

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 7 of 32

July 1, 2012

As modified 04/11/2013 for Veolia ES Industrial Services, Inc.

TABLE OF CONTENTS

PAGE NO.

1.Definitions.1

2.Contract Formation1

3.Amendments2

4.Firm Price2

5.Payment2

6.Taxes3

7.Time of Performance3

8.Excusable Delay4

9.Suspension4

10.Warranties4

11.Changes.5

12.Time and Material and Cost Reimbursable Work5

13.Claims6

14 .Inspection and Tests7

15Personnel8

16Subcontracting8

17.Assignment9

18.Confidentiality9

19.Infringement.10

20.Indemnification11

21.Insurance11

22.Termination for Convenience14

23.Cancellation for Default14

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 8 of 32

24.Ownership of Documents and Materials14

25.Con Edison Performance.17

26.Compliance with Laws17

27.Set-Off17

28.Investigation and Audit17

29.Required Approvals17

30.Quality Assurance18

31.Effect of Con Edison Approval18

32.Safeguards18

33.Maintenance of Work Site19

34.Vehicle Spills19

35.Protection of Persons and Property; Notice of Accidents19

36.Communication with Supervisors20

37.Conflicting Documents; Headings20

38.Waiver21

39.Relationship of Parties.21

40.Entire Agreement21

41.Governing Law21

42.Waiver of Trial by Jury21

43.Title and Risk of Loss (Repair Services)21

44.Material Safety Data Sheets22

Contains Confidential Commercial Information

45.Submission to Jurisdiction/Choice of Forum22

46.Third Party Rights22

47.Not Used23

48.Enablement in the Procurement System23

49.Gift Policy and Unlawful Conduct23

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR SERVICE 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 services 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.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 9 of 32

"Contract"-The contract between Con Edison and the Contractor consisting of (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or the 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 and drawings. (The words "hereof", "herein", "hereto" and "hereunder" shall be deemed to refer to the Contract.)

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by the Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if the 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 the Contractor's offer; provided, however, if the Contractor's offer contains terms additional to or different from those or 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 acknowledgment electronically by the Contractor of the Contract in the Procurement System or, if the Contractor is not enabled in the Procurement System, by the signing by the 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 the Contractor's acceptance thereof), or the Contractor's commencement or continuation of the services ordered under the Contract following its receipt of the Contract or such other writing, such performance signifying the Contractor's acceptance of the terms thereof.

3.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing (electronic or print form) and signed (electronically or in writing) by an authorized representative of Con Edison.

4.Firm Price. Unless otherwise expressly provided herein, the prices stated in the Contract are firm and are not subject to increase.

5.Payment

A.Unless otherwise specified in the Contract, payment shall be made by Con Edison to the Contractor within thirty (30) days after receipt and processing of proper invoices with required supporting documentation. In the event CON EDISON disputes a portion of the invoice, CON EDISON shall pay the undisputed portion of the invoice as specified above, and shall pay the disputed portion on the last to occur of (i) due date referenced in the preceding sentence and (ii) fifteen (15) days after resolution of the dispute.

B.Invoices (the originals) shall be submitted to Con Edison's Accounts Payable Department, after the rendering of the services for which payment is to be made, in such detail and with such supporting documentation as required by the Contract or as may reasonably be required by Con Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 10 of 32

Edison for tax and regulatory purposes. Proofs of costs shall be submitted for reimbursable supplies and materials. If the Contract provides for services to be rendered on an hourly-rate basis, invoices shall include the number of hours worked and the hourly

Contains Confidential Commercial Information

rate for each person performing services as well as the total amount invoiced, and shall be accompanied by signed time sheets and any other data or supporting documentation reasonably required by Con Edison.

C.Should the Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in the progress of the services.

D.The acceptance by the Contractor of final payment of all Contractor's invoices relating to the Contract in full, except for any express written reservation of rights, shall be and shall operate as a release of Con Edison from all claims of, and all liability to, the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of Con Edison and others for whom Con Edison is or may be responsible relating to or arising out of the Contract. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract.

E.Con Edison at any time may, after notifying the Contractor in writing, pay directly any unpaid claims against the Contractor based on services rendered hereunder, and in so doing Con Edison shall be conclusively deemed to be acting as the Contractor's agent. Any payment made by Con Edison to discharge a claim against the Contractor shall be treated as a payment made under the Contract from Con Edison to the Contractor. Notwithstanding the foregoing, if Contractor has, in good faith, disputed amounts claimed by its subcontractors, suppliers, materialmen, or others and Con Edison has received written notification thereof, Con Edison shall not make any payments otherwise authorized hereunder without Contractors, approval, which shall not be unreasonably withheld. Con Edison shall give Contractor reasonable notice before paying any claim under this Article 5E in sufficient time to allow Contractor time to notify Con Edison of any dispute.

6.Taxes

A.Sales Tax. Except as otherwise provided in the Contract, the price does not include any federal, state or local sales, use or other similar tax which may now or hereafter be applicable to the purchase by Con Edison of the services furnished hereunder, and Con Edison agrees to pay or reimburse the Contractor for any such tax. Con Edison shall have the right to direct the basis on which any such taxes shall be paid or contested and to control any contest and shall reimburse the Contractor for any interest, penalties or expenses the Contractor may be required to pay on account of any such direction or contest. Conducting any hearings or litigation regarding a tax dispute shall be Con Edison's responsibility, but the Contractor shall cooperate and assist Con Edison therewith.

B.Payroll Taxes and Contributions. The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed by or required under the unemployment insurance laws of the state of New

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 11 of 32

York or any other state or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect of wages, salaries or other compensation paid to employees engaged upon or in connection with the services to be performed.

7.Time of Performance. The Contractor shall perform the services to be furnished in accordance with any schedule of performance stated herein. It is understood and agreed by the Contractor that **TIME IS OF THE ESSENCE OF THE CONTRACT** and of each and every portion thereof for which a certain length of time or a completion date is fixed for performance. Receipt by Con Edison of revised schedules from the Contractor during the performance of the services shall not be deemed a waiver of the contract completion date unless said revision is accepted in writing by Con Edison.

8.Excusable Delay. The Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Contractor, public disorder or riot, a 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 the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractor, shall not be excusable delay hereunder if the supplies or services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon 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

Contains Confidential Commercial Information

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.

9.Suspension. Con Edison shall have the right, for its convenience and by written notice, to suspend all or part of the Contractor's performance hereunder at any time. The Contractor shall, as soon as possible, resume any suspended performance when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by the suspension. If such suspension continues for an unreasonable period, the Contractor shall be entitled to an adjustment in the Contract price to cover any additional out-of-pocket costs (exclusive of overhead or costs resulting from loss of efficiency) which the Contractor establishes to the satisfaction of Con Edison were incurred by the Contractor solely by reason of the suspension, provided, however, that such entitlement is conditioned upon the Contractor's notifying Con Edison in writing within fifteen (15) days of the suspension that additional costs will or may be incurred thereby and upon the Contractor's making claim therefor in writing within thirty (30) days of Con Edison's notice to resume work. Delay caused by Con Edison's act or failure to act shall not be deemed a suspension within the meaning of this article and shall not entitle the Contractor to receive any additional costs.

10.Warranties. The Contractor warrants that services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practice. The Contractor also warrants that services furnished hereunder shall meet any and all tests and conform strictly to all specifications and comply strictly with all performance requirements contained in the Contract. The Contractor further warrants any goods furnished hereunder in connection with such services to be new and free from defects in title, design, material, fabrication and workmanship, to conform strictly to any applicable samples and to specifications, drawings and other descriptions Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 12 of 32

herein, and to be suitable for the purpose intended. Should any failure to meet any of the warranties stated herein appear within thirty (30) days of acceptance of all of the services, the Contractor shall upon notice by Con Edison reperform the services and replace or repair any goods not conforming to the foregoing warranties promptly and without expense to Con Edison. In the event of failure of the Contractor promptly to remedy as aforesaid any breach of warranty Con Edison may correct the deficiencies and charge the Contractor the cost thereof. The aforesaid warranties shall survive acceptance of and payment for the services furnished hereunder. After any such services have been redone and materials or articles replaced or repaired pursuant to the foregoing warranties, they shall be subject anew to the foregoing warranties. 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.

11.Changes. Con Edison reserves the right at any time to make changes in the services to be performed or in any specifications, drawings or data incorporated herein. Any such changes shall be directed in writing (electronically or in print form). If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the contract price or schedule, or both. Any claim by the Contractor for adjustment under this Article shall be deemed waived unless asserted in writing within thirty (30) days from the date of the direction to make the change. In the event any such adjustment is not agreed upon promptly, the Contractor shall, nevertheless, proceed diligently to effect the change at the time it is directed to do so by Con Edison, without prejudice to its right to an equitable adjustment in respect thereof. 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 revision or modification signed and issued by Con Edison (electronically or in print form).

12.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 time and material or other cost reimbursable basis.

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

If the 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 the Contractor without recourse to Con Edison.

C.For time and material work, 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.

Contains Confidential Commercial Information

D.All work performed on a time and material basis shall be subject to Article 10 (Warranties) above.
Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 13 of 32

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

13.Claims

A.The only claims that may be made by the 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 8, 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, the Contractor must give written notice to Con Edison's designated representative within 30 days of when the 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, the Contractor must give written notice to Con Edison's designated representative within five (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, section, and clause, describe the fact or condition misrepresented, and provide the date the 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, the 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.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 14 of 32

(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 the Contractor's bid for the performance of the work that had its cost increased, the actual cost to the Contractor to perform such work, and the amount of the Increased Costs for which the 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.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 of its subcontractors have

Contains Confidential Commercial Information

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 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.

14. Inspection and Tests. Con Edison shall have the right to inspect any and all records of the Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the services hereunder are being performed and will be performed in full accordance with the requirement of the Contract and on schedule. In addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to the premises at which services hereunder are being performed at all reasonable times for Con Edison to inspect work in progress. Con Edison shall have the right to be present and witness tests relating to the services rendered hereunder. Con Edison, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by Con Edison will be paid for by Con Edison, provided that if such tests reveal a deficiency in the Contractor's performance or that it was not in accordance with the Contract requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by Con Edison or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish goods and services fully in accordance with the requirements of the Contract. Any articles or equipment serviced or repaired hereunder shall be subject to inspection and testing by Con Edison after completion of the services (and after delivery to Con Edison, if it has been removed from Con Edison's premises), and final payment for repaired articles or equipment shall not be due before acceptance of the articles or equipment after testing. Payment prior to testing shall not constitute acceptance.

15. Personnel.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 15 of 32

A. Personnel assigned to perform services hereunder who are specifically designated personnel in the Contract shall devote substantially all their working time to performing work under the Contract, unless there is an express provision to the contrary in the Contract, and shall not be removed from such assignments without the prior written consent of Con Edison. Con Edison shall have the right to approve replacements for such designated personnel. Contractor shall remove any personnel from performing services under the Contract as may be requested by Con Edison.

B. The Contractor and its permitted subcontractors shall not employ any Con Edison or O&R employee to perform any services hereunder without the prior written permission of Con Edison. Further, neither Contractor nor any of its 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 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 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."

16. Subcontracting.

A. The 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 work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Should any approved subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval. Nothing contained herein shall create any contractual rights in any subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the services furnished hereunder to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, and comply with the other requirements relating to insurance as are required of the Contractor hereunder, including, but not limited to, the requirements relating to

Contains Confidential Commercial Information

naming Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as Con Edison and O&R have hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

B.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 under the Contract on a cost-plus or T&M basis in an amount

Standard Purchase Order 4158669, 1
Proprietary and Confidential Page 16 of 32

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, NY 10003

Attention:Purchasing Department

Section Manager,

Technology and Strategic Initiatives

17.Assignment. The Contractor shall not assign the Contract or any of its rights under the Contract without the prior 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.

18.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 the Contractor or its subcontractors in connection with the Contract shall, except to the extent indicated in writing by Con Edison (or O&R with respect to services ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Contract, and be delivered or returned to Con Edison upon completion of such performance. The 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 its services under the Contract 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. The 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, the Contractor agrees that either or both of Con Edison and O&R will be entitled to injunctive relief to enforce the terms of this Article, in addition to their remedies at law. Nothing contained within this Article shall prevent Contractor from disclosing to others or using in any manner, any information which Contractor can show (a) is or becomes generally available to the public other than by the acts, omissions, or fault of Contractor; (b) has been furnished or made known to Contractor by third parties (other than those acting directly or indirectly for or on behalf of Contractor) without restrictions on its disclosure; or (c) was in Contractor's possession prior to the disclosure thereof by Con Edison; (d) has been independently developed without reference to confidential information of Con Edison; (e) as required by law or requested by subpoena or other process demanding the confidential information Contractor shall give prompt written notice of such requirement or request to Con Edison to enable Con Edison to seek an appropriate protective order.

19.Infringement. If the Contractor, in the performance of the Contract, employs, constructs or provides any goods, design, process, material, tool, equipment or work of authorship (including computer programs and documentation) covered by a patent, copyright, trademark or other proprietary right, the Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use under the Contract by securing a suitable agreement from the owner of such right. The 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 (each, an "Indemnified Party") harmless from and against any loss, liability, damage or expense arising

Standard Purchase Order 4158669, 1
Proprietary and Confidential Page 17 of 32

out of or related to a claim against an Indemnified Party that the services rendered hereunder, or any goods, designs, processes or works of authorship (including computer programs and documentation) supplied in connection therewith or resulting therefrom, infringe any patent, copyright, trademark or any other proprietary right. The Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses thereof, including compensation of experts and counsel, and all damages and costs awarded against an Indemnified Party. Con Edison shall notify the Contractor of any such claim, suit or proceeding in writing and give the

Contains Confidential Commercial Information

Contractor authority, information and assistance (at the Contractor's expense) for the defense thereof. In the event that the use of any goods, designs, processes or works of authorship furnished hereunder is enjoined, the Contractor shall promptly, at its own expense, either (a) procure for Con Edison (or O&R, with respect to services performed for O&R) the right to continue using such goods, designs, processes or works of authorship or (b) with the approval of Con Edison, (i) replace them with noninfringing goods, designs, processes or works of authorship of equal performance and quality, or (ii) modify them so they become noninfringing.

20. Indemnification and Limitation of Liability. To the fullest extent allowed by law, the 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 and 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, or statutory or administrative fines, penalties or forfeitures resulting, in whole or in part, to the extent resulting from the performance of the Contract by the Contractor or any of its subcontractors, or any of their agents, servants, representatives or employees. The Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against the 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 the Contractor.

Neither party will be liable to the other party for consequential, incidental, or special damages, including, but not limited to, loss of revenue or profit, in connection with the performance or failure to perform this Agreement. Contractor's aggregate liability for all claims, losses, liabilities or damages in connection with the Contract, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to \$ 7,500,000 provided, however, that the foregoing limitations shall not apply to claims for indemnification or for a breach of Contractor's confidentiality obligations or to any claim resulting from the gross negligence or willful misconduct of Contractor or any of its subcontractors or any of their agents, servants, representatives or employees.

21. Insurance. The 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.

A. Employment related insurance

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

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 18 of 32

(ii) Employers' Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupational 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 \$5,000,000 per occurrence for bodily injury or death and not less than \$1,000,000 per occurrence for property damage or a combined single limit of not less than \$5,000,000 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. (If any part of the services involves Con Edison's gas or steam system or boiler controls, the insurance procured and maintained by the Contractor shall be for not less than \$7,500,000 per occurrence for bodily injury or death or property damage or a combined single limit of not less than \$7,500,000 per occurrence.) 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 services furnished hereunder and completed operations. There shall be no exclusion for claims by Contractor's employees against Con Edison or O&R based on injury to Contractor's or any subcontractor's employees.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by the

Contains Confidential Commercial Information

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 the 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 asbestos abatement and lead abatement work, Asbestos 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, the Contractor shall require the subcontractor to name Contractor, Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds and to submit copies of the policy declaration page(s) to Con Edison.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 19 of 32

F. In the event the services include 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 services to be furnished under the Contract.

The 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 at Con Edison's premises the Contractor shall furnish Con Edison with Certificate(s) of Insurance covering all required insurance, signed by the insurer or its authorized representative, certifying that the required insurance has been obtained. Contractor shall give at least thirty (30) days' notice to Con Edison of any cancellation or non-renewal or reduction in coverage of Contractor's insurance below the requirements listed above. This obligation shall rest with Contractor notwithstanding any reluctance or refusal on the part of Contractor's insurance company to endorse its insurance policies or evidence its certificates of insurance to reflect this contractual obligation. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. are additional insureds with respect to all coverages enumerated in paragraph B of this Article with respect to the services and completed operations. Con Edison shall have the right, upon request, to require the 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. In the event of any claim or litigation, directly related to this Contract, Contractor shall make available to Con Edison copies of the policy declaration page(s) specified in paragraphs B and E above.

To the fullest extent allowed by law, the 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 services.

Contractor's insurance shall include coverage for liability for any injury to any employee of Contractor, Con Edison or O&R to the extent arising out of Contractor's performance of the services under the Contract, excluding injury caused by the negligence of Con Edison or O&R and notwithstanding any statutory prohibition or limitation of the Contractor's contractual obligations hereunder.

Certificates of insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, NY 10003

Attention: Purchasing Department

Supplier Management Group (SMG)

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 20 of 32

22. Termination for Convenience. Con Edison may for any reason whatsoever, including its own convenience, by one (1) day advance written notice to the Contractor terminate the Contract, in whole or in part, without liability to

Contains Confidential Commercial Information

the Contractor except as stated in this Article. In the event of such termination, in full discharge of its obligations to the Contractor in respect of the Contract and such termination, Con Edison shall pay the Contractor for services performed prior to termination an amount which is equitable in light of the Contract price. The Contractor shall take all reasonable steps to minimize any termination charges of its subcontractors and suppliers as well as its own termination costs. If payments made under the Contract exceed such termination amount, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve the Contractor of any obligation which may arise out of services performed prior to termination. In no event shall Con Edison be liable to the Contractor for damages of any kind arising out of the termination or for lost profit, unrecovered or increased overhead or lost opportunities to obtain other sales.

23. Cancellation for Default. In the event the Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right to cancel the Contract, in whole or in part, for such default if such default is capable of cure within five (5) days and is not cured within five (5) days of receipt of written notice of such default. The Contractor shall be deemed to be in default hereunder if the Contractor is in default of any of its material obligations under the Contract or the Contractor by a statement or conduct indicates that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof). In the event of cancellation for default hereunder, Con Edison shall have all rights and remedies provided by law and under the Contract. In addition, in such event Con Edison may retain from any money otherwise due for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damages resulting from the Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison.. In the event that the Contractor demonstrates that a cancellation of the Contract 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 22 of these Standard Terms and Conditions, and the rights and obligations of the parties shall be governed accordingly.

24. 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 services 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 Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 21 of 32

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 services 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 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

Contains Confidential Commercial Information

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 Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 22 of 32

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 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.

25. Con Edison Performance. Con Edison shall perform any action required of it by this Contract in order to enable the Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action by the Contractor for damages, in contract or in tort, or entitle the Contractor to cancel or rescind the Contract or abandon its performance. Unexcused nonperformance by Con Edison shall, however, relieve the Contractor of its obligation to perform hereunder to the extent it prevents the Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of the Contractor.

26. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes applicable at the time of performance to services rendered hereunder. The Contractor shall provide Con Edison, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article. Without limiting the generality of the foregoing, the Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which are 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 of contractors to the federal government.

27. Set-Off. Con Edison shall have the right to set off against any sums due the Contractor under the Contract against any claims Con Edison may have against the Contractor under this Contract without prejudice to the rights

Contains Confidential Commercial Information

of the parties in respect to such claims.

28. 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 the Contract or the services furnished under the Contract, 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 for performance, or any part thereof, on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 9 (Suspension) or Article 22 (Termination for Convenience) of these Standard Terms and Conditions, the Contractor shall maintain detailed books, records and accounts covering costs incurred or, as applicable, time and materials used in connection therewith, and shall make 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 the Contract and for a period of six (6) years after final payment under the Contract. If an investigation, audit, or inquiry discloses that Con Edison has paid the Contractor for any costs which were not in fact incurred or for any time spent

Standard Purchase Order 4158669, 1
Proprietary and Confidential Page 23 of 32

or materials used which were not in fact spent or used, or for any other costs that were improperly charged, the Contractor shall refund to Con Edison an amount equal to such payment.

29. Required Approvals

A. The Contractor will not be permitted to perform any field service work, including but not limited to installation, maintenance, and repair, 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.

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

30. Quality Assurance. To further assure compliance with warranties stated herein, the Contractor shall meet the quality assurance requirements stated in the Contract, to the extent any quality assurance requirements are set forth or incorporated herein.

31. Effect of Con Edison Approval. The Contractor's obligations under the 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 the Contractor's work hereunder, including, but not limited to, documents such as drawings and written process procedures. Any approval by Con Edison of any goods, services, documents or other things done or furnished or proposed by the Contractor shall be construed merely as indicating that at that time of approval Con Edison was not aware of any reason for objecting. Any failure of a Con Edison representative to object to any failure by the 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, and shall not release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

32. Safeguards. The 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. The 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. All equipment, tools, other aids and materials utilized by the Contractor shall have been tested and meet all applicable ANSI standards and legal requirements, shall be of high quality and in good working order. The Contractor shall be responsible for learning what all of these requirements are and the acceptable techniques for complying with them.

If in the opinion of Con Edison's authorized representative the Contractor's work practices or conditions created by the 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. The Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage.

If, when Con Edison's authorized representative is not present at the site, a Con Edison employee (or an O&R Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 24 of 32

employee where services were ordered for O&R) directs the Contractor to discontinue an operation because it may be unsafe or illegal, the Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact Con Edison's authorized representative for instructions. The Contractor shall obtain the employee's name and employee identification number and report this information to Con Edison's

Contains Confidential Commercial Information

authorized representative.

33. Maintenance of Work Site. The 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 performance of the services or the work of any other contractors, clean up and remove frequently all refuse, rubbish, scrap materials, and debris generated by Contractor or any of its subcontractors or anyone under their direction or control 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. 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 services suspended until the condition is corrected and all costs associated therewith shall be borne by the Contractor.

34. 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 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. 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.

35. Protection of Persons and Property; Notice of Accidents

A. When the Contractor performs services hereunder, the Contractor shall at all times exercise every reasonable precaution to protect persons and property and any items on which it is working. The Contractor shall at its own expense design, furnish, and erect such enclosures, barricades, platforms, scaffolds, planking of floor openings, 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. The Contractor shall, and shall cause any subcontractor, their agents, servants and employees, while on or about Con Edison's premises, to observe and comply with all fire, safety, hazard, "No Smoking", and other rules and regulations prescribed by Con Edison or legally in effect at the time.

B. The Contractor shall promptly report in writing to Con Edison all accidents whatsoever, and any claims made in connection therewith, arising out of or in connection with the performance of the Contract whether on or adjacent to the work 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 to property is caused, the Contractor shall immediately orally report the accident to Con Edison.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 25 of 32

C. If at any time or place a third party suffers personal injury (including death) or property damage for which the Contractor is legally liable, no provision of the Contract shall be construed as an agreement by Con Edison to assume all or any part of such liability or, if Con Edison is named or joined in any legal action or proceeding in connection therewith, to preclude, prejudice or limit Con Edison's right to receive indemnification or contribution from the Contractor.

D. When the Contractor or any permitted subcontractor performs services hereunder, its employees and consultants are required to have available a Contractor (or a subcontractor) or government-issued name and photo identification for review by Con Edison.

36. Communication with Supervisors. When work is performed outside of the Contractor's own premises, the Contractor must provide at all times an on-site representative with full authority to act for the Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for the Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, the 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 the Contractor in this role shall be subject to the continuing approval of Con Edison.

37. 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

Contains Confidential Commercial Information

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 the 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.

38. Waiver. Neither the acceptance of goods or services 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 the Contractor's duties or obligations nor any failure of Con Edison to insist on strict performance by the Contractor of this Contract or to assert Con Edison's rights in any one or more instances shall constitute a waiver by Con Edison of such performance, terms or rights, either then or for the future. No cancellation or rescission hereof, in whole or in part, because of a breach hereof, shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. Any waiver shall be effective only if in writing and signed by Con Edison's authorized representative, and only with respect to the particular event to which it specifically refers.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 26 of 32

39. Relationship of Parties. The Contractor shall be an independent contractor in the performance of the services hereunder. 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 the Contractor's employees.

40. Entire Agreement. The Contract, as it may be amended in accordance with Article 3 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and the 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.

41. Governing Law. The Contract shall be construed 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.

42. 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.

43. Title and Risk of Loss (Repair Services). If the Contract is, in whole or in part, for repair, maintenance or modification of equipment, the additional provisions in this Article 43 shall apply. Con Edison will retain title to equipment to be repaired or modified by the Contractor. Title to parts installed by the Contractor in Con Edison equipment, whether or not on Con Edison's premises, will pass to Con Edison upon installation. The risk of loss of or damage to the Con Edison equipment shall be borne by the Contractor from the time such equipment is turned over to the Contractor by Con Edison or, if it is to be delivered to the Contractor by others, from the time it is turned over to a carrier for shipment to the Contractor. The risk of loss or damage shall remain with the Contractor at all times thereafter until the equipment is returned and accepted by Con Edison at its premises if it has been removed or, if the services are being performed on Con Edison's premises, until the work has been completed, the Contractor so notifies Con Edison in writing and the equipment restored to Con Edison's care, custody and control.

44. Material Safety Data Sheets. The Contractor shall complete and submit a Material Safety Data Sheet (MSDS) indicating any toxic substances that may be contained in the goods to be furnished or used in the performance of services hereunder. For this purpose, a toxic substance is any that is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances. Failure to complete and return an MSDS promptly when requested to do so by Con Edison shall be grounds for cancellation of the Contract for default.

45. Submission to Jurisdiction/Choice of Forum

A. The Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 27 of 32

New York or in Westchester or Rockland County with regard to any controversy arising out of or

Contains Confidential Commercial Information

relating to the Contract. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to the Contractor at the address shown in the Contract or at the address of any office actually maintained by the Contractor, or by actual personal delivery to the 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. The Contractor consents to the selection of the state and the federal courts situated in the City of New York or in Westchester or Rockland 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.

46. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. The other Con Edison affiliates and other non-parties referenced in Articles 16, 19, 20, 21, 28, 35, 46 and 49 are third party beneficiaries of the Contract 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.

47. Not Used.

48. 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 agrees to promptly become enabled in the Procurement System.

49. 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 services 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 services or 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 purchase orders and contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other purchase order or 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 Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 28 of 32

contract between Con Edison and Contractor (including, but not limited to, the right to payments for services 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 purchase orders or 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).

343410

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

Contains Confidential Commercial Information

(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 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.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 29 of 32

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.

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 (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 Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 30 of 32

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

Contains Confidential Commercial Information

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.

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.

Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 31 of 32

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 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 (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

Contains Confidential Commercial Information

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 " Standard Purchase Order 4158669, 1

Proprietary and Confidential Page 32 of 32

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.

337730

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).

337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

Contains Confidential Commercial Information

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

ATTACHMENT NO. 3

CONTRACTOR: ALLSTATE POWER VAC

PURCHASE ORDER NO.: 4162464

BID COMPARISON:
\$76.60M
\$99.60M
\$109.50M

Contains Confidential Commercial Information

Blanket Purchase Agreement 4162464, 1
Proprietary and Confidential Page 1 of 43
Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4162464**

Revision **1**

PO Approved Date **02/28/2014**

Revision Date **02/27/2014**

Current Buyer **Donella Walker**

Supplier: **ALLSTATE POWER VAC INC**

180 VARICK AVE

BROOKLYN, NY 11237

UNITED STATES

Supplier

Contact:

BURKE GLENN

(718) 456-7779

Key

ConEd

Contact:

Donella Walker

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

6157 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

06/01/2013 05/31/2016 48,100,000.00

Notes: Per Perfect Commerce Bid Event # 37137, Allstate Power Vac, Inc. shall furnish supervision, labor, tools and material to perform underground subsurface structure cleaning for CECONY and ORU for a three year term effective June 1, 2013 through May 31, 2016.

Expenditure limitation: The maximum expenditure authorized under this purchase contract is for \$48,100,000. 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 from bid event #37137 will govern this agreement and are incorporated herein by reference:

- Specs & Training Requirements, bid event #37137,
 - Consolidated Edison Company of New York, Inc. Corporate Environmental Health and Safety Procedure, CEHSP S17.01- Electrical Enclosed Spaces,
 - Training Requirement-ELE1010, OJT ENC Space/RESC/RESP,
 - Training Requirement-ELE1075, Contractor Initial Inspection (UG),
 - Consolidated Edison Company of New York, Inc., Distribution Engineering Department Secondary System Analysis, Specification EO-10322, Rev O, August 2007,
- Blanket Purchase Agreement 4162464, 1
Proprietary and Confidential Page 2 of 43
- Consolidated Edison Company of New York, Inc., Distribution Engineering Department Cable Section, Specification EO-1184, Revision 15, dated May 2007,
 - General Environmental, Health and Safety Instruction E04.01,

Contains Confidential Commercial Information

- General Environmental, Health and Safety Instruction E04.04,
- DOJT Facilitator Guide, SAF8121 Cleaning UG Structures with Enviro Prep.,
- Environmental Statement of Work, Bid Event #37137,
- Con Edison Work Area Protection and Traffic Control- Field Manual,
- Schedule A Bid Event # 37137, dated 12/27/12, rv.1,
- Disclosure Form, signed and dated 11/15/2012,
- Compliance & Exception form, signed and dated 11/15/2012, no exceptions taken,
- Consolidated Edison Company of New York, Inc. Standard Terms and Conditions for Services Contract, dated July 1, 2012, no exceptions taken.

Rev 1 for BPA 4162464, dated 2/27/14 created to add lines 169-172 to the contract. Lines are referenced with NS numbers: NS0224607 - NS0224610, no other changes entered. All terms & conditions and pricing remain unchanged.

Reference Documents: BID EVENT #37137- Specs & Training Requirements, dated 102312.docx

CEHSP S17.01 - Electrical Enclosed Spaces-2.docm

ELE1010.pdf

ELE1075.pdf

EO-10322.pdf

EO-1184.pdf

GEHSI E04.01 - Vactor Truck Operation For Cleaning Underground Structures.pdf

GEHSI E04.04 - Lead Stabilization Program Field Oversight.pdf

SAF8121 Version 090908.docm

STATEMENT OF WORK, dated 102312.docx

ALLSTATE POWER VAC DISCLOSURE AND COMPLIANCE FORMS.pdf

Work Area Protection Field Manual.pdf

Allstate _ rv 1.xlsx

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)

2 NS0207351 Daily 1733.75

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - STRAIGHT TIME PER DAY

3 NS0207352 Daily 1825.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW - STRAIGHT TIME PER DAY

4 NS0207353 Daily 1733.75

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - OVERTIME PER DAY

5 NS0207354 Daily 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW - OVERTIME PER DAY

6 NS0207355 Daily 1733.75

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - PREMIUM TIME PER DAY

7 NS0207356 Daily 2100.00

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 3 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

Contains Confidential Commercial Information

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW - PREMIUM TIME PER DAY

8 NS0207357 HOUR 255.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - STRAIGHT TIME PER HOUR

9 NS0207358 HOUR 255.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW -STRAIGHT TIME PER HOUR

10 NS0207359 HOUR 295.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - OVERTIME PER HOUR

11 NS0207360 HOUR 295.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW - OVERTIME PER HOUR

12 NS0207361 HOUR 319.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: TWO-MAN CREW - PREMIUM TIME PER HOUR

13 NS0207362 HOUR 319.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: TWO-MAN CREW - PREMIUM TIME PER HOUR

14 NS0207363 HOUR 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW - STRAIGHT TIME PER DAY

15 NS0207364 Daily 2075.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW - STRAIGHT TIME PER DAY

16 NS0207365 Daily 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW - OVERTIME PER DAY

17 NS0207366 Daily 2390.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW - OVERTIME PER DAY

18 NS0207367 Daily 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS:THREE-MAN CREW PREMIUM TIME PER DAY

19 NS0207368 Daily 2390.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW PREMIUM TIME PER DAY

20 NS0207369 HOUR 290.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW - STRAIGHT TIME PER HOUR

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 4 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Contains Confidential Commercial Information

Amount
(USD)

21 NS0207370 HOUR 290.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW - STRAIGHT TIME PER HOUR

22 NS0207371 HOUR 347.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW - OVERTIME PER HOUR

23 NS0207372 HOUR 347.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW - OVERTIME PER HOUR

24 NS0207373 HOUR 383.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW - PREMIUM TIME PER HOUR

25 NS0207374 HOUR 383.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW - PREMIUM TIME PER HOUR

27 NS0207376 Daily 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH JET ROD - STRAIGHT TIME PER DAY

28 NS0207377 Daily 2075.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD- STRAIGHT TIME PER DAY

29 NS0207378 Daily 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH JET ROD - OVERTIME PER DAY

30 NS0207379 Daily 2390.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD- OVERTIME PER DAY

31 NS0207380 Daily 1971.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH JET ROD PREMIUM TIME PER DAY

32 NS0207381 Daily 2300.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD PREMIUM TIME PER DAY

33 NS0207382 HOUR 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH JET ROD- STRAIGHT TIME PER HOUR

34 NS0207383 HOUR 307.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD - STRAIGHT TIME PER HOUR

35 NS0207384 HOUR 307.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 5 of 43

Contains Confidential Commercial Information

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

JET ROD - OVERTIME PER HOUR

36 NS0207385 HOUR 307.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD - OVERTIME PER HOUR

37 NS0207386 HOUR 343.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: THREE-MAN CREW WITH JET ROD - PREMIUM TIME PER HOUR

38 NS0207387 HOUR 343.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: THREE-MAN CREW WITH JET ROD - PREMIUM TIME PER HOUR

39 NS0207388 Daily 1900.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - STRAIGHT TIME PER DAY

40 NS0207389 Daily 2000.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - STRAIGHT TIME PER DAY

41 NS0207390 Daily 1900.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - OVERTIME PER DAY

42 NS0207391 Daily 2250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - OVERTIME PER DAY

43 NS0207392 Daily 1900.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - PREMIUM TIME PER DAY

44 NS0207393 Daily 2250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - PREMIUM TIME PER DAY

45 NS0207394 HOUR 215.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - STRAIGHT TIME PER HOUR

46 NS0207395 HOUR 215.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - STRAIGHT TIME PER HOUR

47 NS0207396 HOUR 255.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - OVERTIME PER HOUR

48 NS0207397 HOUR 255.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - OVERTIME PER HOUR

49 NS0207398 HOUR 279.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
Blanket Purchase Agreement 4162464, 1

Contains Confidential Commercial Information

Proprietary and Confidential Page 6 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

EDISON TERRITORIES OF BROOKLYN, MANHATTAN, QUEENS: JET-RODDING CREW - PREMIUM TIME PER HOUR

50 NS0207399 HOUR 279.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF SI, WESTCHESTER, O&R, BRONX: JET-RODDING CREW - PREMIUM TIME PER HOUR

51 NS0207400 EACH 360.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, QUEENS, WESTCHESTER: PER STRUCTURE

52 NS0207401 EACH 300.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BROOKLYN: PER STRUCTURE

53 NS0207891 EACH 400.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN: PER STRUCTURE

54 NS0207892 EACH 450.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF STATEN ISLAND: PER STRUCTURE

55 NS0207893 EACH 600.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: PER STRUCTURE

56 NS0207402 Daily 25.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: SURCHARGE FOR LEVEL C PPE - PER DAY

57 NS0207894 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: SURCHARGE FOR LEVEL C PPE - PER DAY

58 NS0207404 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR STRAIGHT TIME PER HOUR

59 NS0207405 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR STRAIGHT TIME PER HOUR

60 NS0207406 HOUR 67.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR OVERTIME PER HOUR

61 NS0207407 HOUR 67.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR OVERTIME PER HOUR

62 NS0207408 HOUR 80.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR - PREMIUM TIME PER HOUR

63 NS0207409 HOUR 80.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR - PREMIUM TIME PER HOUR

64 NS0207410 HOUR 35.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Contains Confidential Commercial Information

Blanket Purchase Agreement 4162464, 1
Proprietary and Confidential Page 7 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - STRAIGHT TIME PER HOUR
65 NS0207411 HOUR 35.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT
TECHNICIAN - STRAIGHT TIME PER HOUR
66 NS0207412 HOUR 52.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - OVERTIME PER HOUR
67 NS0207413 HOUR 52.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT
TECHNICIAN - OVERTIME PER HOUR
68 NS0207414 HOUR 64.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - PREMIUM TIME PER HOUR
69 NS0207415 HOUR 64.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT
TECHNICIAN - PREMIUM TIME PER HOUR
70 NS0207416 HOUR 32.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - STRAIGHT TIME PER HOUR
71 NS0207417 HOUR 32.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: CHEMICAL TECHNICIAN - STRAIGHT
TIME PER HOUR
72 NS0207418 HOUR 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - OVERTIME PER HOUR
73 NS0207419 HOUR 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: CHEMICAL TECHNICIAN - OVERTIME
PER HOUR
74 NS0207420 HOUR 64.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - PREMIUM TIME PER HOUR
76 NS0207422 HOUR 110.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: JET-RODDER - STRAIGHT TIME PER HOUR
77 NS0207423 HOUR 110.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDER - STRAIGHT TIME PER
HOUR
78 NS0207424 HOUR 110.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: JET-RODDER - OVERTIME PER HOUR

Contains Confidential Commercial Information

79 NS0207425 HOUR 110.00

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 8 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDER - OVERTIME PER HOUR

80 NS0207426 HOUR 110.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDER - PREMIUM TIME PER HOUR

81 NS0207429 EACH 1650.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: MANHOLE CLEAN-OUT/VAULT

CLEAN-OUT LUMP SUM

82 NS0207430 HOUR 150.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: COMBO TURBO VAC TRUCK PER HOUR

83 NS0207431 HOUR 25.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: SUPPLY TRUCK PER HOUR

84 NS0207432 HOUR 65.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: 3,200 GALLON VACUUM TANKER PER HOUR

85 NS0207433 Daily 15.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: ROLL-OFF BOX PER DAY

86 NS0207434 EACH 55.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX, WESTCHESTER AND ORANGE & ROCKLAND: ROLL-OFF BOX PER MONTH

87 NS0207435 Daily 55.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - FRAC TANKS - DAILY RATE

88 NS0207895 WEEK 385.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - FRAC TANKS - WEEKLY RATE

89 NS0207437 HOUR 65.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM TANKER - HOURLY RATE

90 NS0207438 Daily 520.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM TANKER - DAILY RATE

91 NS0207439 EACH 3500.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM TANKER - WEEKLY RATE

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 9 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

93 NS0207441 EACH 825.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES: BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: EQUIPMENT RENTAL - MOBILIZATION/DEMobilIZATION OF HEAVY DUTY EQUIPMENT EACH

95 NS0207443 EACH 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES: BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: EQUIP RENTAL - ROLL-OFF CONTAINERS W/O LINER - WEEKY RATE

96 NS0207444 Daily 50.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: EQUIP RENTAL - VAC SLUDGE BOXES OVER 3500 PER GALLON - WEEKLY

98 NS0207446 Daily 45.00

CLEAN UP SUBSURFACE ELEC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: EQUIPMENT RENTAL - DRUM - 17E LIDS AND LABLES 55 GALLON - DAILY

99 NS0207447 Daily 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LINERS FOR ROLL-OFF CONTAINERS - DAILY

100 NS0207448 Daily 30.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BERM FOR FRAC TANK - DAILY

101 NS0207896 WEEK 210.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BERM FOR FRAC TANK - WEEKLY

103 NS0207451 Daily 200.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O & R: EQUIPMENT RENTAL - POWER DRUMMER ATTACHMENT FOR VACTOR - DAILY

104 NS0207452 HOUR 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - HOURLY

105 NS0207453 Daily 680.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - DAILY

106 NS0207897 WEEK 3400.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - WEEKLY

107 NS0207455 GALLON 7.00

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 10 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - SAFE WASH PER GALLON

108 NS0207456 GALLON 7.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BLEACH- PER GALLON

110 NS0207822 DRUM 550.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPOR COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY) DRUMS PER LOAD

112 NS0207462 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY) PER TANKEREACH

113 NS0207463 DRUM 550.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) DRUMS PER LOAD -

117 NS0207824 DRUM 2500.00

CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O& TRANSPORT COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) DRUMS PER ROLL

118 NS0207470 EACH 2500.00

CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O& TRANSPORT COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER ROLL OFF

119 NS0207471 EACH 2500.00

CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O& TRANSPORT COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER TANKERS

120 NS0207472 DRUM 700.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING DRUMS PER LOAD -

121 NS0207473 EACH 700.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING PER ROLL OFF

122 NS0207825 EACH 1250.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

Contains Confidential Commercial Information

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - CLEAN HARBORS (BRAINTREE, MA) PER ROLL-OFF

124 NS0207488 EACH 750.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 11 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - CLEAN WATER (STATEN

ISLAND) PER ROLL OFF

125 NS0207491 EACH 2500.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - HIGH ACRES (FAIR PORT)

PER ROLL OFF

126 NS0207492 DRUM 700.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN)

DRUMS PER LOAD

127 NS0207493 EACH 700.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN)

PER ROLL OFF

128 NS0207494 EACH 1250.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN)

PER TANKERS

129 NS0207495 EACH 1050.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER

AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - WASTE MANAGEMENT

(GROWS) PER ROLL-OFF

130 NS0207496 TON 140.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

A1: PER TON

131 NS0207497 DRUM 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

A1: PER DRUM

132 NS0207498 TON 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B: PER TON

133 NS0207499 DRUM 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B: PER DRUM

134 NS0207500 TON 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Contains Confidential Commercial Information

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE
B 1: PER TON

135 NS0207501 DRUM 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 12 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE
B 1: PER DRUM

136 NS0207502 TON 126.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE
C: PER TON

137 NS0207503 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE
C: PER DRUM

138 NS0207504 GALLON .32

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROF PROFILE D:
PER GAL (1,250 GAL MIN)

139 NS0207505 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROF PROFILE D:
PER DRUM

140 NS0207506 GALLON .32

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E: PER GAL
(500GAL MIN)

141 NS0207507 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E: PER
DRUM

142 NS0207508 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E 1: PER
DRUM

144 NS0207511 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: WASTE PROFILE F AND F1: PER DRUM

146 NS0207514 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: COSTS WASTE PROFILE F 2: PER DRUM

147 NS0207515 TON 267.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: COSTS WASTE PROFILE F 2: PER TON
148 NS0207516 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE I: DRUM
149 NS0207517 TON 120.00

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 13 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE I: TON
150 NS0207518 CUBIC

YARD

120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K: PER CU
YARD

151 NS0207519 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K: DRUM
152 NS0207520 CUBIC

YARD

245.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K 1: CU
YARD

153 NS0207521 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K 1: DRUM
154 NS0207522 GALLON 1.77

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE N: PER
GALLON

155 NS0207523 DRUM 235.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE N: PER
DRUM

156 NS0207525 TON 550.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O AND O
1: TON

157 NS0207527 TON 78.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O 2: PER
TON

159 NS0207530 GALLON .14

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE U: PER GALLON

160 NS0207532 EACH 2100.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: COST TO DECONTAMINATE TANKER

161 NS0207533 GALLON 1.33

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Blanket Purchase Agreement 4162464, 1

Proprietary and Confidential Page 14 of 43

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V - PER GALLON

162 NS0207534 DRUM 106.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V - PER DRUM

163 NS0207535 GALLON 1.33

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V1 - PER GAL

164 NS0207537 TON 150.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V1 - PER TON

165 NS0207538 GALLON 1.79

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V2 - PER GALLON

166 NS0207542 DRUM 258.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: Z - SANITARY SLUDGES - PER DRUM

167 NS0207544 EACH 125.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: DISPOSAL COSTS TCLP LEAD LAV ANAYSIS (CLEAN EARTH, INC.) PER SAMPLE

168 NS0207545 HOUR 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: SUPERVISOR FOR ALLSTATE CREWS LIASON TO CON EDISON

169 NS0224607 EACH 1.00

ENVIRONMENTAL SERVICES, OFF SPEC WASTE/ANALYTICAL FEES- COST PLUS 10%

170 NS0224608 EACH 1.00

ENVIRONMENTAL SERVICES, RENTAL SUPPLIES/EQUIPMENT- COST PLUS 10%

171 NS0224609 GALLON .20

ENVIRONMENTAL SERVICES, FLUSH PIT NON-HAZ WATER

172 NS0224610 EACH 750.00

ENVIRONMENTAL SERVICES, CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION

Contains Confidential Commercial Information

STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BKLYN, MANH, QNS, SI,
WESTCH, O&R: DISPOSAL FACILITY FOR FLUSH PIT NON-HAZ WATER

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 15 of 43

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....16
Standard Terms16
Standard Terms and Conditions for Service Contracts16
Appendix A38
Gift Policy42

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 16 of 43

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Service Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

SERVICE CONTRACTS

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 17 of 43

July 1, 2012

TABLE OF CONTENTS

PAGE NO.

1.Definitions.1
2.Contract Formation1
3.Amendments2
4.Firm Price2
5.Payment2
6.Taxes3
7.Time of Performance3
8.Excusable Delay3
9.Suspension4
10.Warranties4
11.Changes.5
12.Time and Material and Cost Reimbursable Work5
13.Claims6
14.Inspection and Tests7
15.Personnel8
16.Subcontracting9
17.Assignment9
18.Confidentiality10
19.Infringement.10
20.Indemnification11
21.Insurance11
22.Termination for Convenience14
23.Cancellation for Default14
24.Ownership of Documents and Materials; Ownership of
Intangible Property15

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 18 of 43

25.Con Edison Performance.17

26.Compliance with Laws17

27.Set-Off17

Contains Confidential Commercial Information

- 28. Investigation and Audit 17
- 29. Required Approvals 18
- 30. Quality Assurance 18
- 31. Effect of Con Edison Approval 18
- 32. Safeguards 19
- 33. Maintenance of Work Site 19
- 34. Vehicle Spills 19
- 35. Protection of Persons and Property; Notice of Accidents 20
- 36. Communication with Supervisors 20
- 37. Conflicting Documents; Headings 21
- 38. Waiver 21
- 39. Relationship of Parties 21
- 40. Entire Agreement 22
- 41. Governing Law 22
- 42. Waiver of Trial by Jury 22
- 43. Title and Risk of Loss (Repair Services) 22
- 44. Material Safety Data Sheets 22
- 45. Submission to Jurisdiction/Choice of Forum 23
- 46. Third Party Rights 23
- 47. Service Organization Control SSAE 16 SOC 1 Report 23
- 48. Enablement in the Procurement System 24
- 49. Gift Policy and Unlawful Conduct 24

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR SERVICE 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 services 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.

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 19 of 43

"Contract"-The contract between Con Edison and the Contractor consisting of (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or the 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 and drawings. (The words "hereof", "herein", "hereto" and "hereunder" shall be deemed to refer to the Contract.)

2. Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by the Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if the 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 the Contractor's offer; provided, however, if the Contractor's offer contains terms additional to or different from those or 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 acknowledgment electronically by the Contractor of the Contract in the Procurement System or, if the Contractor is not enabled in the Procurement System, by the signing by the 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 the Contractor's acceptance thereof), or the Contractor's commencement or continuation of the services ordered under the Contract following its receipt of the Contract or such other writing, such performance signifying the Contractor's acceptance of the terms thereof.

3. Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing (electronic or print form) and signed (electronically or in writing) by an authorized representative of Con Edison.

4. Firm Price. Unless otherwise expressly provided herein, the prices stated in the Contract are firm and are not

Contains Confidential Commercial Information

subject to increase.

5.Payment

A.Unless otherwise specified in the Contract, payment shall be made by Con Edison to the Contractor within thirty (30) days after receipt and processing of proper invoices with required supporting documentation.

B.Invoices (the originals) shall be submitted to Con Edison's Accounts Payable Department, after the rendering of the services for which payment is to be made, in such detail and with such supporting documentation as required by the Contract or as may reasonably be required by Con Edison for tax and regulatory purposes. Proofs of costs shall be submitted for reimbursable supplies and materials. If the Contract provides for services to be rendered on an hourly-rate basis, invoices shall include the number of hours worked and the hourly rate for each person performing services as well as the total amount invoiced, and shall be Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 20 of 43

accompanied by signed time sheets and any other data or supporting documentation reasonably required by Con Edison.

C.Should the Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in the progress of the services.

D.The acceptance by the Contractor of final payment, except for any express written reservation of rights, shall be and shall operate as a release of Con Edison from all claims of, and all liability to, the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of Con Edison and others for whom Con Edison is or may be responsible relating to or arising out of the Contract. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract.

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

6.Taxes

A.Sales Tax. Except as otherwise provided in the Contract, the price does not include any federal, state or local sales, use or other similar tax which may now or hereafter be applicable to the purchase by Con Edison of the services furnished hereunder, and Con Edison agrees to pay or reimburse the Contractor for any such tax. Con Edison shall have the right to direct the basis on which any such taxes shall be paid or contested and to control any contest and shall reimburse the Contractor for any interest, penalties or expenses the Contractor may be required to pay on account of any such direction or contest. Conducting any hearings or litigation regarding a tax dispute shall be Con Edison's responsibility, but the Contractor shall cooperate and assist Con Edison therewith.

B.Payroll Taxes and Contributions. The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed by or required under the unemployment insurance laws of the state of New York or any other state or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect of wages, salaries or other compensation paid to employees engaged upon or in connection with the services to be performed.

7.Time of Performance. The Contractor shall perform the services to be furnished in accordance with any schedule of performance stated herein. It is understood and agreed by the Contractor that **TIME IS OF THE ESSENCE OF THE CONTRACT** and of each and every portion thereof for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by Con Edison of revised schedules from the Contractor during the performance of the services shall not be deemed a waiver of the contract completion date.

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 21 of 43

8.Excusable Delay. The Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Contractor, public disorder or riot, a 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

Contains Confidential Commercial Information

breach of an express obligation under the Contract. Delay in the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractor, shall not be excusable delay hereunder if the supplies or services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon 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.

9.Suspension. Con Edison shall have the right, for its convenience and by written notice, to suspend all or part of the Contractor's performance hereunder at any time. The Contractor shall, as soon as possible, resume any suspended performance when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by the suspension. If such suspension continues for an unreasonable period, the Contractor shall be entitled to an adjustment in the Contract price to cover any additional out-of-pocket costs (exclusive of overhead or costs resulting from loss of efficiency) which the Contractor establishes to the satisfaction of Con Edison were incurred by the Contractor solely by reason of the suspension, provided, however, that such entitlement is conditioned upon the Contractor's notifying Con Edison in writing within fifteen (15) days of the suspension that additional costs will or may be incurred thereby and upon the Contractor's making claim therefor in writing within thirty (30) days of Con Edison's notice to resume work. Delay caused by Con Edison's act or failure to act shall not be deemed a suspension within the meaning of this article and shall not entitle the Contractor to receive any additional costs.

10.Warranties. The Contractor warrants that services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practice. The Contractor also warrants that services furnished hereunder shall meet any and all tests and conform strictly to all specifications and comply strictly with all performance requirements contained in the Contract. The Contractor further warrants any goods furnished hereunder in connection with such services to be new and free from defects in title, design, material, fabrication and workmanship, to conform strictly to any applicable samples and to specifications, drawings and other descriptions herein, and to be suitable for the purpose intended. Should any failure to meet any of the warranties stated herein appear within eighteen (18) months of the completion of all services rendered hereunder, the Contractor shall upon notice by Con Edison reperform the services and replace or repair any goods not conforming to the foregoing warranties promptly and without expense to Con Edison. In the event of failure of the Contractor promptly to remedy as aforesaid any breach of warranty Con Edison may correct the deficiencies and charge the Contractor the cost thereof. The aforesaid warranties shall survive acceptance of and payment for the services furnished hereunder. After any such services have been redone and materials or articles replaced or repaired pursuant to the foregoing warranties, they shall be subject anew to the foregoing warranties. 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.

11.Changes. Con Edison reserves the right at any time to make changes in the services to be performed or in any Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 22 of 43

specifications, drawings or data incorporated herein. Any such changes shall be directed in writing (electronically or in print form). If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the contract price or schedule, or both. Any claim by the Contractor for adjustment under this Article shall be deemed waived unless asserted in writing within thirty (30) days from the date of the direction to make the change. In the event any such adjustment is not agreed upon promptly, the Contractor shall, nevertheless, proceed diligently to effect the change at the time it is directed to do so by Con Edison, without prejudice to its right to an equitable adjustment in respect thereof. 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 revision or modification signed and issued by Con Edison (electronically or in print form).

12.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 time and material or other cost reimbursable basis.

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

If the 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 the Contractor without recourse to Con Edison.

C.For time and material work, Contractor shall submit reports which shall list the time and trades used,

Contains Confidential Commercial Information

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 time and material basis shall be subject to Article 10 (Warranties) above.

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

13.Claims

A.The only claims that may be made by the 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 8, no claims for damages or additional costs on account of delay shall be permitted.

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 23 of 43

B.For each claim for Non-Contract Work, as defined in A(i) of this Article, the Contractor must give written notice to Con Edison's designated representative within 5 days of when the 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, the Contractor must give written notice to Con Edison's designated representative within five (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, section, and clause, describe the fact or condition misrepresented, and provide the date the 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, the 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 the Contractor's bid for the performance of the work that had its cost increased, the actual cost to the Contractor to perform such work, and the amount of the Increased Costs for which the Contractor claims Con Edison is responsible; and

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 24 of 43

increased, the actual cost to the Contractor to perform such work, and the amount of the Increased Costs for which the 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.

Contains Confidential Commercial Information

D. 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 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 the 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.

14. Inspection and Tests. Con Edison shall have the right to inspect any and all records of the Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the services hereunder are being performed and will be performed in full accordance with the requirement of the Contract and on schedule. In addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to the premises at which services hereunder are being performed at all reasonable times for Con Edison to inspect work in progress. Con Edison shall have the right to be present and witness tests relating to the services rendered hereunder. Con Edison, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by Con Edison will be paid for by Con Edison, provided that if such tests reveal a deficiency in the Contractor's performance or that it was not in accordance with the Contract requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by Con Edison or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish goods and services fully in accordance with the requirements of the Contract. Any articles or equipment serviced or repaired hereunder shall be subject to inspection and testing by Con Edison after completion of the services (and after delivery to Con Edison, if it has been removed from Con Edison's premises), and final payment for repaired articles or equipment shall not be due before acceptance of the articles or equipment after testing. Payment prior to testing shall not constitute acceptance.

15. Personnel.

A. Personnel assigned to perform services hereunder who are specifically designated personnel in the Contract shall devote substantially all their working time to performing work under the Contract, unless there is an express provision to the contrary in the Contract, and shall not be removed from such assignments without the prior written consent of Con Edison. Con Edison shall have the right to approve replacements for such designated personnel. Contractor shall remove any personnel from performing services under the Contract as may be requested by Con Edison.

B. The Contractor and its permitted subcontractors shall not employ any Con Edison or O&R employee to perform any services hereunder without the prior written permission of Con Edison. Further, neither Contractor nor any of its 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 Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 25 of 43

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 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."

16. Subcontracting.

A. The 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 work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Should any approved subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval. Nothing contained herein shall create any contractual rights in any subcontractor

Contains Confidential Commercial Information

against Con Edison. Contractor shall cause all subcontracts applicable to the services furnished hereunder to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, and comply with the other requirements relating to insurance as are required of the Contractor hereunder, including, but not limited to, the requirements relating to naming Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as Con Edison and O&R have hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

B.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 under the Contract 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, NY 10003
Attention:Purchasing Department
Section Manager,
Technology and Strategic Initiatives
Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 26 of 43

17.Assignment. The Contractor shall not assign the Contract or any of its rights under the Contract without the prior 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.

18.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 the Contractor or its subcontractors in connection with the Contract shall, except to the extent indicated in writing by Con Edison (or O&R with respect to services ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Contract, and be delivered or returned to Con Edison upon completion of such performance. The 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 its services under the Contract 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. The 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, the Contractor agrees that either or both of Con Edison and O&R will be entitled to injunctive relief to enforce the terms of this Article, in addition to their remedies at law.

19.Infringement. If the Contractor, in the performance of the Contract, employs, constructs or provides any goods, design, process, material, tool, equipment or work of authorship (including computer programs and documentation) covered by a patent, copyright, trademark or other proprietary right, the Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use under the Contract by securing a suitable agreement from the owner of such right. The 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 (each, an "Indemnified Party") harmless from and against any loss, liability, damage or expense arising out of or related to a claim against an Indemnified Party that the services rendered hereunder, or any goods, designs, processes or works of authorship (including computer programs and documentation) supplied in connection therewith or resulting therefrom, infringe any patent, copyright, trademark or any other proprietary right. The Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses thereof, including compensation of experts and counsel, and all damages and costs awarded against an Indemnified Party. Con Edison shall notify the Contractor of any such claim, suit or proceeding in writing and give the Contractor authority, information and assistance (at the Contractor's expense) for the defense thereof. In the event that the use of any goods, designs, processes or works of authorship furnished hereunder is enjoined, the Contractor shall promptly, at its own expense, either (a) procure for Con Edison (or O&R, with respect to services performed for O&R) the right to continue using such goods, designs, processes or works of authorship or (b) with the approval of Con Edison, (i) replace them with noninfringing goods, designs, processes or works of authorship of equal performance and quality, or (ii) modify them so they become noninfringing.

20.Indemnification. To the fullest extent allowed by law, the Contractor agrees to defend, indemnify and hold

Contains Confidential Commercial Information

harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees and 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, or statutory or administrative fines, penalties or forfeitures resulting, in whole or in part, from, or connected with, the performance of the Contract by the Contractor or any subcontractor, or any of their agents, servants, representatives or employees, and including claims, losses, damages

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 27 of 43

and liabilities arising from the partial or sole negligence of Con Edison and non-parties to the Contract (including O&R). The Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against the 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 the Contractor.

21. Insurance. The 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.

A. Employment related insurance

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

(ii) Employers' Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupational 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 \$5,000,000 per occurrence for bodily injury or death and not less than \$1,000,000 per occurrence for property damage or a combined single limit of not less than \$5,000,000 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. (If any part of the services involves Con Edison's gas or steam system or boiler controls, the insurance procured and maintained by the Contractor shall be for not less than \$7,500,000 per occurrence for bodily injury or death or property damage or a combined single limit of not less than \$7,500,000 per occurrence.) 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 services furnished hereunder and completed operations. There shall be no exclusion for claims by Contractor's employees against Con Edison or O&R based on injury to Contractor's or any subcontractor's employees.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by the Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 28 of 43

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 the 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 asbestos abatement and lead abatement work, Asbestos 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, the Contractor shall require the subcontractor to name

Contains Confidential Commercial Information

Contractor, Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the services include 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 services to be furnished under the Contract.

The 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 at Con Edison's premises the Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E above and Certificate(s) of Insurance covering all required insurance, signed by the insurer or its authorized representative, certifying that the required insurance has been obtained and will not be cancelled or altered without at least ten (10) days' prior written notice to Con Edison. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. are additional insureds with respect to all coverages enumerated in paragraph B of this Article with respect to the services and completed operations. Con Edison shall have the right, upon request, to require the 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, the 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 services.

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 29 of 43

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, Con Edison or O&R arising out of the performance of the work, including injury caused by the partial or sole negligence of Con Edison or O&R and notwithstanding any statutory prohibition or limitation of the Contractor's contractual obligations hereunder.

Certificates of insurance identifying the Contract shall be sent to:

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 30 of 43

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, NY 10003

Attention: Purchasing Department

Supplier Management Group (SMG)

22. Termination for Convenience. Con Edison may for any reason whatsoever, including its own convenience, by written notice to the Contractor terminate the Contract, in whole or in part, without liability to the Contractor except as stated in this Article. In the event of such termination, in full discharge of its obligations to the Contractor in respect of the Contract and such termination, Con Edison shall pay the Contractor for services performed prior to termination an amount which is equitable in light of the Contract price. The Contractor shall take all reasonable steps to minimize any termination charges of its subcontractors and suppliers as well as its own termination costs. If payments made under the Contract exceed such termination amount, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve the Contractor of any obligation which may arise out of services performed prior to termination. In no event shall Con Edison be liable to the Contractor for damages of any kind arising out of the termination or for lost profit, unrecovered or increased overhead or lost opportunities to obtain other sales.

23. Cancellation for Default. In the event the Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, by written notice to the Contractor, to cancel the Contract, in whole or in part, for such default. The Contractor shall be deemed to be in default hereunder if the Contractor is in default of any of its obligations under the Contract or the Contractor by a statement or conduct indicates that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof). In the event of cancellation for default hereunder, Con Edison shall have all rights and remedies provided by law and under the

Contains Confidential Commercial Information

Contract. In addition, in such event Con Edison may retain from any money otherwise due for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damages resulting from the 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 the Contractor demonstrates that a cancellation of the Contract 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 22 of these Standard Terms and Conditions, and the rights and obligations of the parties shall be governed accordingly.

24.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 services 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, Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 31 of 43

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 services 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 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

Contains Confidential Commercial Information

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 Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 32 of 43

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 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.

25. Con Edison Performance. Con Edison shall perform any action required of it by this Contract in order to enable the Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action by the Contractor for damages, in contract or in tort, or entitle the Contractor to cancel or rescind the Contract or abandon its performance. Unexcused nonperformance by Con Edison shall, however, relieve the Contractor of its obligation to perform hereunder to the extent it prevents the Contractor from performing.

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

26. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes applicable at the time of performance to services rendered hereunder. The Contractor shall provide Con Edison, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article. Without limiting the generality of the foregoing, the Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which are 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 of contractors to the federal government.

27. Set-Off. Con Edison shall have the right to set off against any sums due the Contractor under the Contract any claims Con Edison may have against the Contractor under the Contract or any other contract between Con Edison and the Contractor without prejudice to the rights of the parties in respect of such claims.

28. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 33 of 43

conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of the Contract or the services furnished under the Contract, 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 for performance, or any part thereof, on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 9 (Suspension) or Article 22 (Termination for Convenience) of these Standard Terms and Conditions, the Contractor shall maintain detailed books, records and accounts covering costs incurred or, as applicable, time and materials used in connection therewith, and shall make 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 the Contract

Contains Confidential Commercial Information

and for a period of six (6) years after final payment under the Contract. If an investigation, audit, or inquiry discloses that Con Edison has paid the 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 other costs that were improperly charged, the Contractor shall refund to Con Edison an amount equal to such payment.

29. Required Approvals

A. The Contractor will not be permitted to perform any field service work, including but not limited to installation, maintenance, and repair, 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.

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

30. **Quality Assurance.** To further assure compliance with warranties stated herein, the Contractor shall meet the quality assurance requirements stated in the Contract, to the extent any quality assurance requirements are set forth or incorporated herein.

31. **Effect of Con Edison Approval.** The Contractor's obligations under the 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 the Contractor's work hereunder, including, but not limited to, documents such as drawings and written process procedures. Any approval by Con Edison of any goods, services, documents or other things done or furnished or proposed by the Contractor shall be construed merely as indicating that at that time of approval Con Edison was not aware of any reason for objecting. Any failure of a Con Edison representative to object to any failure by the 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, and shall not release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

32. **Safeguards.** The 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. The Contractor shall cause all equipment and structures, the place of work and the ways and approaches thereto to meet the Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 34 of 43

requirements of all public authorities. All equipment, tools, other aids and materials utilized by the Contractor shall have been tested and meet all applicable ANSI standards and legal requirements, shall be of high quality and in good working order. The Contractor shall be responsible for learning what all of these requirements are and the acceptable techniques for complying with them.

If in the opinion of Con Edison's authorized representative the Contractor's work practices or conditions created by the 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. The Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage.

If, when Con Edison's authorized representative is not present at the site, a Con Edison employee (or an O&R employee where services were ordered for O&R) directs the Contractor to discontinue an operation because it may be unsafe or illegal, the Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact Con Edison's authorized representative for instructions. The Contractor shall obtain the employee's name and employee identification number and report this information to Con Edison's authorized representative.

33. **Maintenance of Work Site.** The 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 performance of the services or the work of any other contractors, clean up and remove frequently 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. 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 services suspended until the condition is corrected and all costs associated therewith shall be borne by the Contractor.

34. **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 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. 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

Contains Confidential Commercial Information

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

35. Protection of Persons and Property; Notice of Accidents

A. When the Contractor performs services hereunder, the Contractor shall at all times exercise every reasonable precaution to protect persons and property and any items on which it is working. The Contractor shall at its own expense design, furnish, and erect such enclosures, barricades, platforms, scaffolds, planking of floor openings, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 35 of 43

regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. The Contractor shall, and shall cause any subcontractor, their agents, servants and employees, while on or about Con Edison's premises, to observe and comply with all fire, safety, hazard, "No Smoking", and other rules and regulations prescribed by Con Edison or legally in effect at the time.

B. The Contractor shall promptly report in writing to Con Edison all accidents whatsoever, and any claims made in connection therewith, arising out of or in connection with the performance of the Contract whether on or adjacent to the work 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 to property is caused, the Contractor shall immediately orally report the accident to Con Edison.

C. If at any time or place a third party suffers personal injury (including death) or property damage for which the Contractor is legally liable, no provision of the Contract shall be construed as an agreement by Con Edison to assume all or any part of such liability or, if Con Edison is named or joined in any legal action or proceeding in connection therewith, to preclude, prejudice or limit Con Edison's right to receive indemnification or contribution from the Contractor.

D. When the Contractor or any permitted subcontractor performs services hereunder, its employees and consultants are required to have available a Contractor (or a subcontractor) or government-issued name and photo identification for review by Con Edison.

36. Communication with Supervisors. When work is performed outside of the Contractor's own premises, the Contractor must provide at all times an on-site representative with full authority to act for the Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for the Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, the 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 the Contractor in this role shall be subject to the continuing approval of Con Edison.

37. 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 the 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

Blanket Purchase Agreement 4162464,
1

Proprietary and Confidential Page 36 of 43

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.

38. Waiver. Neither the acceptance of goods or services 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 the Contractor's duties or obligations nor any failure of Con Edison to insist on strict performance by the Contractor of this Contract or to

Contains Confidential Commercial Information

assert Con Edison's rights in any one or more instances shall constitute a waiver by Con Edison of such performance, terms or rights, either then or for the future. No cancellation or rescission hereof, in whole or in part, because of a breach hereof, shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. Any waiver shall be effective only if in writing and signed by Con Edison's authorized representative, and only with respect to the particular event to which it specifically refers.

39. Relationship of Parties. The Contractor shall be an independent contractor in the performance of the services hereunder. 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 the Contractor's employees.

40. Entire Agreement. The Contract, as it may be amended in accordance with Article 3 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and the 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.

41. Governing Law. The Contract shall be construed 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.

42. 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.

43. Title and Risk of Loss (Repair Services). If the Contract is, in whole or in part, for repair, maintenance or modification of equipment, the additional provisions in this Article 43 shall apply. Con Edison will retain title to equipment to be repaired or modified by the Contractor. Title to parts installed by the Contractor in Con Edison equipment, whether or not on Con Edison's premises, will pass to Con Edison upon installation. The risk of loss of or damage to the Con Edison equipment shall be borne by the Contractor from the time such equipment is turned over to the Contractor by Con Edison or, if it is to be delivered to the Contractor by others, from the time it is turned over to a carrier for shipment to the Contractor. The risk of loss or damage shall remain with the Contractor at all times thereafter until the equipment is returned and accepted by Con Edison at its premises if it has been removed or, if the services are being performed on Con Edison's premises, until the work has been completed, the Contractor so notifies Con Edison in writing and the equipment restored to Con Edison's care, custody and control.

44. Material Safety Data Sheets. The Contractor shall complete and submit a Material Safety Data Sheet (MSDS) Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 37 of 43

indicating any toxic substances that may be contained in the goods to be furnished or used in the performance of services hereunder. For this purpose, a toxic substance is any that is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances. Failure to complete and return an MSDS promptly when requested to do so by Con Edison shall be grounds for cancellation of the Contract for default.

45. Submission to Jurisdiction/Choice of Forum

A. The 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. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to the Contractor at the address shown in the Contract or at the address of any office actually maintained by the Contractor, or by actual personal delivery to the 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. The Contractor consents to the selection of the state and the federal courts situated in the City of New York or in Westchester or Rockland 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.

46. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. The other Con Edison affiliates and other non-parties referenced in Articles 16, 19, 20, 21, 28, 35, 46 and 49 are third party beneficiaries of the Contract 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.

47. Service Organization Control SSAE 16 SOC 1 Report. If Contractor performs services for Con Edison pursuant to the Contract that Con Edison determines have an impact on the financial reporting controls of Con Edison or fall

Contains Confidential Commercial Information

within the purview of Con Edison's Sarbanes-Oxley compliance efforts, then: (i) Contractor shall provide Con Edison with a copy of the latest SSAE 16 SOC 1 ("SOC 1") Report concerning Contractor's operations, systems, controls and procedures prior to commencing performance under the Contract; and (ii) during the term of the Contract, Contractor shall be obligated to have a new SOC 1 performed and to furnish a new SOC 1 Report concerning such new audit to Con Edison no later than twelve (12) months after the date of the SOC 1 Report that was previously furnished to Con Edison. Contractor will provide Con Edison with a bridge letter covering any period of time between the date of the last SOC 1 Report furnished to Con Edison and termination of the Contract. All SOC 1 Reports shall reference the applicable Con Edison Contract purchase order number and shall be sent to: Consolidated Edison Company of New York, Inc., 4 Irving Place, New York, NY 10003, Attention: Auditing Department.

48.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 Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 38 of 43

receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor agrees to promptly become enabled in the Procurement System.

49.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 services 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 services or 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 purchase orders and contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other purchase order or 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 contract between Con Edison and Contractor (including, but not limited to, the right to payments for services 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 purchase orders or 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).

335674v.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

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 39 of 43

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

Contains Confidential Commercial Information

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 Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 40 of 43

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 (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

Contains Confidential Commercial Information

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 Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 41 of 43

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.

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 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.

Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 42 of 43

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 (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

Contains Confidential Commercial Information

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.

337730

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, Blanket Purchase Agreement 4162464,

1

Proprietary and Confidential Page 43 of 43

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).

337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

Contains Confidential Commercial Information

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

ATTACHMENT NO. 4

CONTRACTOR: CLEAN VENTURE INC

PURCHASE ORDER NO.: 4162426

BID COMPARISON:

\$76.60M

\$99.60M

\$109.50M

Contains Confidential Commercial Information

Blanket Purchase Agreement 4162426, 1
Proprietary and Confidential Page 1 of 51

Consolidated Edison Company of New York, Inc.

**4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES**

Type **Blanket Purchase Agreement**

Order **4162426**

Revision **1**

PO Approved Date **08/01/2013**

Revision Date **07/11/2013**

Current Buyer **Donella Walker**

Supplier: **CLEAN VENTURE INC**

**36 BUTLER ST
ELIZABETH, NJ 07206
UNITED STATES**

Supplier

Contact:

**CLASS JOSE
(908) 354-0210**

Key

ConEd

Contact:

Donella Walker

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

8361 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

06/01/2013 05/31/2016 19,800,000.00

Notes: Per Perfect Commerce Bid Event # 37137, Clean Venture, Inc. shall furnish supervision, labor, tools and material to perform underground subsurface structure cleaning for CECONY and ORU for a three year term effective June 1, 2013 through May 31, 2016.

Expenditure limitation: The maximum expenditure authorized under this purchase contract is for \$19,800,000. 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 from bid event #37137 will govern this agreement and are incorporated herein by reference:

- Specs & Training Requirements, Bid Event #37137,
- Consolidated Edison Company of New York, Inc. Corporate Environmental Health and Safety Procedure, CEHSP S17.01- Electrical Enclosed Spaces,
- Training Requirement-ELE1010, OJT ENC Space/RESC/RESP,
- Training Requirement-ELE1075, Contractor Initial Inspection (UG),
- Consolidated Edison Company of New York, Inc., Distribution Engineering Department Secondary System Analysis, Specification EO-10322, Revision O, August 2007,

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 2 of 51

- Consolidated Edison Company of New York, Inc., Distribution Engineering Department Cable Section, Specification EO-1184, Revision 15, dated May 2007,

Contains Confidential Commercial Information

- General Environmental, Health and Safety Instruction E04.01,
 - General Environmental, Health and Safety Instruction E04.04,
 - DOJT Facilitator Guide, SAF8121 Cleaning UG Structures with Enviro Prep.,
 - Environmental Statement of Work, Bid Event #37137,
 - con Edison Work Area Protection and Traffic Control- Field Manual,
 - Schedule A Bid Event # 37137, dated 12/27/12, rv.1,
 - Disclosure Form, signed and dated 10/26/2012,
 - Compliance & Exception form, signed and dated 10/26/2012, no exceptions taken,
- Blanket Purchase Agreement #4162426, Rev 1 is created to delete duplicate lines and add line items not captured from bid event #37137 Schedule A pricesheet.

Reference Documents: BID EVENT #37137- Specs & Training Requirements, dated 102312.docx

CEHSP S17.01 - Electrical Enclosed Spaces-2.docm

ELE1010.pdf

ELE1075.pdf

EO-10322.pdf

EO-1184.pdf

GEHSI E04.01 - Vactor Truck Operation For Cleaning Underground Structures.pdf

GEHSI E04.04 - Lead Stabilization Program Field Oversight.pdf

SAF8121 Version 090908.docm

STATEMENT OF WORK, dated 102312.docx

Work Area Protection Field Manual.pdf

CLEAN VENTURE DISCLOSURE AND COMPLIANCE & EXCEPTION FORMS.pdf

Clean Venture_ rv 1.xlsx

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 NS0207155 Daily 1950.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - STRAIGHT TIME PER DAY

2 NS0207156 Daily 2105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES ORANGE & ROCKLAND: TWO-MAN CREW - STRAIGHT TIME PER DAY

3 NS0207157 Daily 2173.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - OVERTIME PER DAY

4 NS0207158 Daily 2351.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: TWO-MAN CREW - OVERTIME PER DAY

5 NS0207159 Daily 2346.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - PREMIUM TIME PER DAY

6 NS0207160 Daily 2629.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: TWO-MAN CREW - PREMIUM TIME PER DAY

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 3 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

Contains Confidential Commercial Information

7 NS0207161 HOUR 249.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - STRAIGHT TIME PER HOUR

8 NS0207162 HOUR 263.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: TWO-MAN CREW -STRAIGHT TIME PER HOUR

9 NS0207163 HOUR 280.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - OVERTIME PER HOUR

10 NS0207164 HOUR 294.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: TWO-MAN CREW - OVERTIME PER HOUR

11 NS0207165 HOUR 311.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: TWO-MAN CREW - PREMIUM TIME PER HOUR

12 NS0207166 HOUR 329.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: TWO-MAN CREW - PREMIUM TIME PER HOUR

13 NS0207167 Daily 2279.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW - STRAIGHT TIME PER DAY

14 NS0207168 Daily 2495.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - STRAIGHT TIME PER DAY

15 NS0207169 Daily 2692.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW - OVERTIME PER DAY

16 NS0207170 Daily 2932.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - OVERTIME PER DAY

17 NS0207171 Daily 3106.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW PREMIUM TIME PER DAY

18 NS0207172 Daily 3359.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW PREMIUM TIME PER DAY

19 NS0207173 HOUR 292.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW - STRAIGHT TIME PER HOUR

20 NS0207174 HOUR 312.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - STRAIGHT TIME PER HOUR

21 NS0207175 HOUR 347.00

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 4 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Contains Confidential Commercial Information

Amount
(USD)

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW - OVERTIME PER HOUR

22 NS0207176 HOUR 366.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - OVERTIME PER HOUR

23 NS0207177 HOUR 400.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHTOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW - PREMIUM TIME PER HOUR

24 NS0207178 HOUR 420.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHTOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - PREMIUM TIME PER HOUR

25 NS0207179 HOUR 420.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW - PREMIUM TIME PER HOUR

26 NS0207180 Daily 3118.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD - STRAIGHT TIME PER DAY

27 NS0207181 Daily 3687.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET ROD STRAIGHT TIME PER DAY

28 NS0207182 Daily 3647.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD - OVERTIME PER DAY

29 NS0207183 Daily 4274.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET RODOVERTIME PER DAY

30 NS0207184 Daily 4161.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD PREMIUM TIME PER DAY

31 NS0207185 Daily 4851.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET ROD PREMIUM TIME PER DAY

32 NS0207186 HOUR 433.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD- STRAIGHT TIME PER HOUR

33 NS0207187 HOUR 461.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET ROD - STRAIGHT TIME PER HOUR

34 NS0207188 HOUR 506.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD - OVERTIME PER HOUR

Contains Confidential Commercial Information

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

35 NS0207189 HOUR 534.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET ROD - OVERTIME PER HOUR

36 NS0207190 HOUR 579.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: THREE-MAN CREW WITH JET ROD - PREMIUM TIME PER HOUR

37 NS0207191 HOUR 606.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: THREE-MAN CREW WITH JET ROD - PREMIUM TIME PER HOUR

38 NS0207192 Daily 2365.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDING CREW - STRAIGHT TIME PER DAY

39 NS0207193 Daily 2595.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - STRAIGHT TIME PER DAY

40 NS0207194 Daily 2789.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDING CREW - OVERTIME PER DAY

41 NS0207195 Daily 2451.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - OVERTIME PER DAY

42 NS0207196 Daily 3203.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDING CREW - PREMIUM TIME PER DAY

43 NS0207197 Daily 2792.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - PREMIUM TIME PER DAY

44 NS0207198 HOUR 304.75

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDING CREW - STRAIGHT TIME PER HOUR

45 NS0207199 HOUR 324.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - STRAIGHT TIME PER HOUR

46 NS0207200 HOUR 359.40

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: JET-RODDING CREW - OVERTIME PER HOUR

47 NS0207201 HOUR 306.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - OVERTIME PER HOUR

48 NS0207202 HOUR 412.75

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, Blanket Purchase Agreement 4162426, 1

Contains Confidential Commercial Information

Proprietary and Confidential Page 6 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

WESTCHESTER: JET-RODDING CREW - PREMIUM TIME PER HOUR

49 NS0207203 HOUR 349.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDING CREW - PREMIUM TIME PER HOUR

50 NS0207204 EACH 434.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: PER STRUCTURE

51 NS0207205 EACH 524.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: PER STRUCTURE

52 NS0207206 Daily 40.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: SURCHARGE FOR LEVEL C PPE - PER DAY

53 NS0207207 Daily 40.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: SURCHARGE FOR LEVEL C PPE - PER DAY

54 NS0207208 HOUR 46.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR STRAIGHT TIME PER HOUR

55 NS0207209 HOUR 46.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR STRAIGHT TIME PER HOUR

56 NS0207210 HOUR 65.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR OVERTIME PER HOUR

57 NS0207211 HOUR 65.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR OVERTIME PER HOUR

58 NS0207212 HOUR 83.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: EQUIPMENT OPERATOR - PREMIUM TIME PER HOUR

59 NS0207213 HOUR 83.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: EQUIPMENT OPERATOR - PREMIUM TIME PER HOUR

60 NS0207214 HOUR 34.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - STRAIGHT TIME PER HOUR

61 NS0207215 HOUR 34.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - STRAIGHT TIME PER HOUR

62 NS0207216 HOUR 46.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

Blanket Purchase Agreement 4162426, 1
Proprietary and Confidential Page 7 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - OVERTIME PER HOUR
63 NS0207217 HOUR 46.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT
TECHNICIAN - OVERTIME PER HOUR
64 NS0207218 HOUR 58.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: ENVIRONMENTAL/HAZ-MAT TECHNICIAN - PREMIUM TIME PER HOUR
65 NS0207219 HOUR 58.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: ENVIRONMENTAL/HAZ-MAT
TECHNICIAN - PREMIUM TIME PER HOUR
66 NS0207220 HOUR 34.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - STRAIGHT TIME PER HOUR
67 NS0207221 HOUR 34.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: CHEMICAL TECHNICIAN - STRAIGHT
TIME PER HOUR
68 NS0207222 HOUR 46.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - OVERTIME PER HOUR
69 NS0207223 HOUR 46.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: CHEMICAL TECHNICIAN - OVERTIME
PER HOUR
70 NS0207224 HOUR 58.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: CHEMICAL TECHNICIAN - PREMIUM TIME PER HOUR
71 NS0207225 HOUR 58.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: CHEMICAL TECHNICIAN - PREMIUM
TIME PER HOUR
72 NS0207226 HOUR 95.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: JET-RODDER - STRAIGHT TIME PER HOUR
73 NS0207227 HOUR 95.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDER - STRAIGHT TIME PER
HOUR
74 NS0207228 HOUR 95.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: JET-RODDER - OVERTIME PER HOUR
75 NS0207229 HOUR 95.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDER - OVERTIME PER HOUR
76 NS0207230 HOUR 95.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Contains Confidential Commercial Information

EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 8 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

WESTCHESTER: JET-RODDER - PREMIUM TIME PER HOUR

77 NS0207231 HOUR 95.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: JET-RODDER - PREMIUM TIME PER
HOUR

78 NS0207232 EACH 4910.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER: MANHOLE CLEAN-OUT/VAULT CLEAN-OUT LUMP SUM

79 NS0207233 EACH 4910.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF ORANGE & ROCKLAND: MANHOLE CLEAN-OUT/VAULT
CLEAN-OUT LUMP SUM

80 NS0207234 HOUR 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: COMBO TURBO VAC TRUCK PER HOUR

81 NS0207235 HOUR 45.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: SUPPLY TRUCK PER HOUR

82 NS0207236 HOUR 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: 3,200 GALLON VACUUM TANKER PER HOUR

83 NS0207237 Daily 20.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: ROLL-OFF BOX PER DAY

84 NS0207238 EACH 360.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX, WESTCHESTER AND
ORANGE & ROCKLAND: ROLL-OFF BOX PER MONTH

85 NS0207239 Daily 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - FRAC TANKS - DAILY
RATE

86 NS0207240 EACH 336.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - FRAC TANKS -
WEEKLY RATE

87 NS0207241 HOUR 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM
TANKER - HOURLY RATE

88 NS0207242 Daily 600.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM
TANKER - DAILY RATE

Contains Confidential Commercial Information

89 NS0207243 EACH 2250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 9 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LIQUID VACUUM
TANKER - WEEKLY RATE

90 NS0207244 EACH 715.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, S I, WESTCHESTER AND

O&R: EQUIPMENT RENTAL - MOB/DEMOB HEAVY DUTY EQUIP: PAY LOADER, BACKHOES,

FRAC TANKS, ROLL OFFS

Cancel in order to update description for line item. Also, checked no releases off this line item.

This line CANCELED on 24-JUL-2013

91 NS0207245 EACH 20.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF BRONX, BKLYN, MANHATTAN, QUEENS, S I, WESTCHESTER AND

O&R: EQUIP RENTAL - MOB/DEMOB OF HEAVY DUTY EQUIPMENT ROLL OFF BOXES W/VO

LINERS DAILY

Cancelling line to replace with revised description.

This line CANCELED on 25-JUL-2013

92 NS0207246 EACH 120.00

CLEAN SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON

TERRITORIES BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND O&R: EQUIPMENT RENTAL - ROLL-OFF CONTAINERS WITHOUT LINER

- WEEKY RATE

93 NS0207247 EACH 50.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND O&R: EQUIPMENT RENTAL - ROLL-OFF CONTAINERS WITHOUT LINER

- WEEKY RATEILY

Cancel line due to duplicate.

This line CANCELED on 25-JUL-2013

94 NS0207248 Daily 350.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND O&R: EQUIPMENT RENTAL - VAC SLUDGE BOXES OVER 3500 PER

GALLON - WEEKLY

95 NS0207249 Daily 38.00

DAILY

Cancel line due to duplicate.

This line CANCELED on 25-JUL-2013

96 NS0207250 Daily 38.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND O&R: EQUIPMENT RENTAL - DRUM - 17H LIDS AND LABLES 55

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 10 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

GALLON - DAILY

97 NS0207251 Daily 50.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - LINERS FOR ROLL-OFF CONTAINERS - DAILY

98 NS0207252 Daily 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BERM FOR FRAC TANK - DAILY

99 NS0207253 EACH 336.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BERM FOR FRAC TANK - WEEKLY

100 NS0207254 Daily 75.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: EQUIPMENT RENTAL - POWER DRUMMER ATTACHMENT FOR VACTOR - DAILY

101 NS0207255 Daily 262.50

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

102 NS0207256 HOUR 48.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - HOURLY

103 NS0207257 Daily 76.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - DAILY

104 NS0207258 EACH 2880.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - ROLL OFF MOVER - WEEKLY

105 NS0207259 GALLON 10.50

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - SAFE WASH PER GALLON

106 NS0207260 GALLON 3.25

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: EQUIPMENT RENTAL - BLEACH- PER GALLON

107 NS0207261 DRUM 750.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 11 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS - DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL DRUMS/ LOAD

108 NS0207262 DRUM 750.00

EACH

Cancel line due to duplicate.

This line CANCELED on 25-JUL-2013

Contains Confidential Commercial Information

109 NS0207263 EACH 750.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL PER
TANKERS/ROLL-OFF/VACTOR

110 NS0207264 EACH 750.00
DRUM

Cancel line due to duplicate.

This line CANCELED on 26-JUL-2013

111 NS0207265 EACH 750.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND O&R: TRANSPORT COSTS - DISPOSAL FACILITIES - CLEAN EARTH OF
NJ (KEARNY) PER ROLL OFF

113 NS0207267 DRUM 700.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND
WESTCHESTERS - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CYCLE CHEM
(ELIZABETH) DRUMS PER LOAD -

114 NS0207268 EACH 725.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) PER
ROLL-OFF/TANKERS/VACTORS

Cancelling line to replace with revised description.

This line CANCELED on 25-JUL-2013

115 NS0207269 EACH 725.00
EACH

116 NS0207270 DRUM 850.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND O&R: TRANSPORT COSTS - DISPOSAL FACILITIES -VEOLIA ENVI
(FLANDERS) DRUMS PER LOAD

117 NS0207271 DRUM 900.00
EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

Blanket Purchase Agreement 4162426, 1
Proprietary and Confidential Page 12 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

118 NS0207272 EACH 1000.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND O&R: TRANSPORT COSTS - DISPOSAL FACILITIES -VEOLIA ENVI
(FLANDERS) PER TANKERS

119 NS0207273 EACH 2350.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND
O&R: DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER ROLL
OFF/TANKERS/VACTORS/DRUMS

120 NS0207274 EACH 2350.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CON ED
TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER
AND O&R: TRANSPORT COSTS DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT
(MODEL CITY) PER ROLL OFF

Cancel line due to duplicate.

This line CANCELED on 26-JUL-2013

121 NS0207275 EACH 2350.00
EACH

Cancel line due to duplicate.

Contains Confidential Commercial Information

This line CANCELED on 26-JUL-2013

122 NS0207276 DRUM 925.00

CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS- DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING DRUMS PER LOAD -

123 NS0207277 DRUM 975.00

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

124 NS0207278 EACH 975.00

CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS- DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING DRUMS PER TANKERS

125 NS0207279 EACH 975.00

DRUM

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

126 NS0207280 EACH 1075.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS - DISPOSAL FACILITIES - CASIE PROTANK (VINELAND)

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 13 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

DRUMS PER ROLL OFF

127 NS0207281 EACH 1075.00

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

128 NS0207282 DRUM 1575.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND O&R: DISPOSAL FACILITIES - CLEAN HARBORS (BRAINTREE, MA) DRUMS PER LOAD

129 NS0207283 DRUM 1675.00

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

130 NS0207284 EACH 1675.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND O&R: DISPOSAL FACILITIES - CLEAN HARBORS (BRAINTREE, MA) PER TANKER/ROLL OFFS/FACTORS

131 NS0207285 EACH 2100.00

DRUM

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

132 NS0207286 EACH 2100.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND O&R: DISPOSAL FACILITIES - CLEAN HARBORS (SPRING GROVE) DRUMS PER LOAD/ROLL OFF

133 NS0207287 EACH 2100.00

DRUM

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

134 NS0207288 EACH 2100.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND O&R: DISPOSAL FACILITIES-CLEAN HARBORS PPM (TWINSBURG, OH) DRUMS PER

Contains Confidential Commercial Information

LOAD/ROLL OFF

135 NS0207289 EACH 1675.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND O&R:DISPOSAL FACILITIES-CLEAN EARTH OF MARYLAND (HAGERSTOWN, MD) DRUMS PER LOAD

136 NS0207290 DRUM 1775.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND O&R: DISPOSAL FACILITIES - CLEAN EARTH OF MARYLAND (HAGERSTOWN, MD)

ROLL OFF

137 NS0207291 DRUM 625.00

DRUM

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 14 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

138 NS0207292 EACH 675.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) PER ROLL OFF

139 NS0207293 EACH 750.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND O&R:DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) PER VACTOR/TANKER

140 NS0207294 DRUM 1995.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORT COSTS FOR DISPOSAL FACILITIES - HIGH ACRES (FAIR PORT) DRUMS PER LOAD

141 NS0207295 DRUM 1995.00

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

142 NS0207296 DRUM 925.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - UNITED RECYCLING (MERIDEN) DRUMS PER LOAD

143 NS0207297 DRUM 975.00

EACH

Cancel line due to duplicate.

This line CANCELED on 30-JUL-2013

144 NS0207298 EACH 975.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - UNITED RECYCLING (MERIDEN) PER TANKERS

145 NS0207299 EACH 1050.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND O&R:DISPOSAL FACILITIES - WASTE MANAGEMENT (GROWS) PER ROLL OFF

146 NS0207300 TON 115.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE A1: PER TON

147 NS0207301 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Contains Confidential Commercial Information

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 15 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

A1: PER DRUM

148 NS0207302 TON 105.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B: PER TON

149 NS0207303 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B: PER DRUM

150 NS0207304 TON 90.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B 1: PER TON

151 NS0207305 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

B 1: PER DRUM

152 NS0207306 TON 135.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

C: PER TON

153 NS0207307 DRUM 200.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILES PROFILE

C: PER DRUM

154 NS0207308 GALLON .31

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROF PROFILE D:

PER GAL (1,250 GAL MIN)

155 NS0207309 DRUM 70.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROF PROFILE D:

PER DRUM

156 NS0207310 GALLON .65

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E: PER GAL

(500GAL MIN)

157 NS0207311 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E: PER

DRUM

158 NS0207312 DRUM 85.00

Contains Confidential Commercial Information

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E 1: PER Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 16 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

DRUM

159 NS0207313 GALLON .65

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE E 1: PER GALLON

160 NS0207314 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: WASTE PROFILE F AND F1: PER GAL (500 GAL MIN)

161 NS0207315 DRUM 95.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: WASTE PROFILE F AND F1: PER DRUM

162 NS0207316 TON 180.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: WASTE PROFILE F AND F1: PER TON

163 NS0207317 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF MANHATTAN, STATEN ISLAND, BRONX, WESTCHESTER COSTS WASTE PROFILE F 2: PER GALLON

164 NS0207318 DRUM 115.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: COSTS WASTE PROFILE F 2: PER DRUM

165 NS0207319 TON 185.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: COSTS WASTE PROFILE F 2: PER TON

166 NS0207320 DRUM 190.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE I: DRUM

167 NS0207321 TON 135.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE I: TON

168 NS0207322 CUBIC

YARD

305.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K: PER CU YARD

Cancel due to duplicate line.

This line CANCELED on 31-JUL-2013

169 NS0207323 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

Contains Confidential Commercial Information

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K: DRUM

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 17 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

170 NS0207324 CUBIC

YARD

305.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K 1: CU

YARD

171 NS0207325 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE K 1: DRUM

172 NS0207326 GALLON 3.90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE N: PER

GALLON

173 NS0207327 DRUM 250.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE N: PER

DRUM

174 NS0207328 DRUM 695.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O AND O 1:

PER DRUM

175 NS0207329 TON 675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O AND O

1: TON

176 NS0207330 DRUM 695.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O 2: PER

DRUM

177 NS0207331 TON 675.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE O 2: PER

TON

179 NS0207333 DRUM .31

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE Q: PER

GALLON

181 NS0207335 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,

WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE U: PER

DRUM

182 NS0207336 EACH 2328.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED

Contains Confidential Commercial Information

TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: COST TO
DECONTAMINATE TANKER

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 18 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

184 NS0207338 DRUM 85.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V - PER
DRUM

185 NS0207339 GALLON .90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V1 - PER
GAL

186 NS0207340 DRUM 90.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V1 - PER
DRUM

187 NS0207341 TON 205.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V1 - PER
TON

188 NS0207342 GALLON 1.45

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V2 - PER
GALLON

189 NS0207343 DRUM 120.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V2 - PER
DRUM

190 NS0207344 TON 345.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V2 - PER
TON

191 NS0207345 GALLON .70

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: Z -
SANITARY SLUDGES - PER GALLON

192 NS0207346 DRUM 75.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: Z -
SANITARY SLUDGES - PER DRUM

193 NS0207347 TON 170.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED
TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND,
WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: Z -
SANITARY SLUDGES - PER TON

195 NS0207349 EACH 75.00

Contains Confidential Commercial Information

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: SUPERVISOR FOR CLEAN VENTURE CREWS LIASON TO CON EDISONHOUR

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 19 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount (USD)

196 NS0207266 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY) PER TANKEREACH

197 NS0207332 DRUM 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE Q: PER DRUM

198 NS0207266 EACH 750.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON EDISON TERRITORIES OF MANHATTAN, STATEN ISLAND, THE BRONX AND WESTCHESTER - TRANSPORTATION COSTS FOR DISPOSAL FACILITIES - CLEAN EARTH OF NJ (KEARNY) PER TANKEREACH

199 NS0207332 DRUM 60.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE Q: PER DRUM

200 NS0207334 GALLON .40

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE U: PER GALLON

201 NS0207337 GALLON .90

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES OF BRONX, BROOKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND ORANGE & ROCKLAND: DISPOSAL COSTS WASTE PROFILE: V - PER GALLON

202 NS0207348 EACH 96.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON ED TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, STATEN ISLAND, WESTCHESTER AND O&R: DISPOSAL COSTS TCLP LEAD LAV ANAYSIS (CLEAN EARTH, INC.) PER SAMPLE

204 NS0210837 EACH 725.00

TRAVEL TO DISPOSAL SITE (PER TRIP)

205 NS0210838 HOUR 150.00

STANDBY CREW RATE

206 NS0210839 EACH .20

NO ACCESS MULTIPLIER

207 NS0210840 GALLON .30

FUEL OIL WATER MIXTURES: PER GALLON

208 NS0210841 DRUM 65.00

FUEL OIL WATER MIXTURES: PER DRUM

209 NS0210842 TON 575.00

FUEL OIL WATER MIXTURES: >50PPM: PER TON

210 NS0210843 DRUM 695.00

FUEL OIL WATER MIXTURES: >50PPM: PER DRUM

211 NS0210844 DRUM 70.00

FUEL OIL WATER SEDIMENT MIXTURES: DRUM

Contains Confidential Commercial Information

212 NS0210845 TON 170.00

FUEL OIL WATER SEDIMENT MIXTURES: TON

213 NS0210846 TON 575.00

FUEL OIL WATER SEDIMENT MIXTURES: >50PPM, PER TON

214 NS0210847 DRUM 695.00

Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 20 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

FUEL OIL WATER SEDIMENT MIXTURES: >50PPM, PER DRUM

220 NS0210848 TON 575.00

WASTE COMBUSTIBLE, PCB >10PPM: TON

221 NS0210849 DRUM 695.00

WASTE COMBUSTIBLE, PCB >10PPM: PER DRUM

222 NS0210850 TON 575.00

WASTE COMBUSTIBLE, PCB >50PPM: PER TON

223 NS0210851 DRUM 695.00

WASTE COMBUSTIBLE, PCB >50PPM: PER DRUM

224 NS0207244 EACH 715.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES BRONX, BKLYN, MANHATTAN, QUEENS, S I, WESTCHESTER AND
O&R: EQUIPMENT RENTAL - MOB/DEMOB HEAVY DUTY EQUIP: PAY LOADER, BACKHOES,
FRAC TANKS, ROLL OFFS

225 NS0207245 EACH 20.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CON
EDISON TERRITORIES OF BRONX, BKLYN, MANHATTAN, QUEENS, S I, WESTCHESTER AND
O&R: EQUIP RENTAL - MOB/DEMOB OF HEAVY DUTY EQUIPMENT ROLL OFF BOXES W/WO
LINERS DAILY

226 NS0210921 WEEK 120.00

CLEAN SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY AND
O&R: EQUIP RENTAL - ROLL-OFF BOXES W/OUT LINERS - WKLY

227 NS0210820 WEEK 350.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: EQUIP RENTAL - VAC SLUDGE BOXES OVER 3500 GALLON - WKLY

228 NS0210821 EACH 38.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: EQUIP RENTAL - DRUM 17E/17H LIDS, LINERS, LABELS WITH & W/OUT FOR 55
GALLONS

229 NS0210822 EACH 50.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND ORANGE & ROCKLAND: EQUIP RENTAL - LINERS FOR ROLL OFF
CONTAINERS

230 NS0210823 WEEK 262.50

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: EQUIP RENTAL - POWER DRUMMER ATTACHMENT FOR VACTOR - WKLY

231 NS0210825 EACH 750.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL PER LOAD

232 NS0210826 EACH 700.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) PER LOAD -

233 NS0210827 EACH 850.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - VEOLIA ENVI (FLANDERS) PER LOAD

239 NS0207268 EACH 725.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - CYCLE CHEM (ELIZABETH) PER
ROLL-OFF/TANKERS/VACTORS

Contains Confidential Commercial Information

240 NS0210828 EACH 900.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - VEOLIA ENVI (FLANDERS) PER ROLL OFFS

241 NS0210829 EACH 975.00
CLEAN UP SUBSURFACE ELECTRIC DISTR STRUCTURES THROUGHOUT CECONY AND O&R:
DISPOSAL FACILITIES - BRIDGEPORT UNITED RECYCLING ROLL OFFS/TANKERS/VACTORS
Blanket Purchase Agreement 4162426, 1
Proprietary and Confidential Page 21 of 51
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

242 NS0210922 EACH 1575.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - CLEAN HARBORS (BRAINTREE, MA) DRUMS PER LOAD

243 NS0210831 EACH 1995.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - HIGH ACRES (FAIR PORT) DRUMS PER LOAD/ROLL OFF

244 NS0210832 EACH 925.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - UNITED RECYCLING (MERIDEN) DRUMS PER LOAD

245 NS0210833 EACH 975.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - UNITED RECYCLING (MERIDEN) PER
TANKERS/VACTORS/ROLL OFF

246 NS0210834 DRUM 305.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: DISPOSAL COSTS WASTE PROFILE K: PER DRUM

247 NS0210835 TON 305.00
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: DISPOSAL COSTS WASTE PROFILE K 1: TON

248 NS0210836 GALLON .31
CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: DISPOSAL COSTS WASTE PROFILE Q: PER GALLON

249 NS0207263 EACH 750.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - TRIUMVIRATE ENVIRONMENTAL PER
TANKERS/ROLL-OFF/VACTOR

250 NS0207273 EACH 2350.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND
O&R: DISPOSAL FACILITIES - CHEMICAL WASTE MANAGEMENT (MODEL CITY) PER ROLL
OFF/TANKERS/VACTORS/DRUMS

251 NS0207284 EACH 1675.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - CLEAN HARBORS (BRAINTREE, MA) PER TANKER/ROLL
OFFS/VACTORS

252 NS0207286 EACH 2100.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND
O&R: DISPOSAL FACILITIES - CLEAN HARBORS (SPRING GROVE) DRUMS PER LOAD/ROLL
OFF

253 NS0207288 EACH 2100.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND
O&R: DISPOSAL FACILITIES-CLEAN HARBORS PPM (TWINSBURG, OH) DRUMS PER
LOAD/ROLL OFF

254 NS0207289 EACH 1675.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIB STRUCTURES THROUGHOUT CECONY AND
O&R: DISPOSAL FACILITIES-CLEAN EARTH OF MARYLAND (HAGERSTOWN, MD) DRUMS
PER LOAD

255 NS0207290 EACH 1775.00
CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY

Contains Confidential Commercial Information

AND O&R: DISPOSAL FACILITIES - CLEAN EARTH OF MARYLAND (HAGERSTOWN, MD)
ROLL OFF

256 NS0210830 EACH 625.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R:DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) DRUMS PER LOAD

257 NS0207293 EACH 750.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
Blanket Purchase Agreement 4162426, 1

Proprietary and Confidential Page 22 of 51

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

AND O&R:DISPOSAL FACILITIES - CLEAN WATER (STATEN ISLAND) PER VACTOR/TANKER
258 NS0207299 EACH 1050.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R:DISPOSAL FACILITIES - WASTE MANAGEMENT (GROWS) PER ROLL OFF

259 NS0210978 WEEK 2880.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: EQUIP RENTAL - ROLL OFF MOVER - WKLY

260 NS0211094 EACH 975.00

CLEAN UP SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT CECONY
AND O&R: DISPOSAL FACILITIES - UNITED RECYLING (MERIDEN) PER

TANKERS/VACTORS/ROLL OFF

261 NS0211095 TON 305.00

CLEAN UP OF SUBSURFACE ELECTRIC DISTRIBUTION STRUCTURES THROUGHOUT
CECONY AND O&R: DISPOSAL COSTS WASTE PROFILE K: PER TON

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 23 of 51

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	24
Standard Terms	24
Standard Terms and Conditions for Service Contracts	24
Appendix A	46
Gift Policy	50

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 24 of 51

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Service Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

SERVICE CONTRACTS

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 25 of 51

July 1, 2012

TABLE OF CONTENTS

PAGE NO.

1.Definitions.1	
2.Contract Formation1	
3.Amendments2	
4.Firm Price2	
5.Payment2	
6.Taxes3	
7.Time of Performance3	

Contains Confidential Commercial Information

8.Excusable Delay	3
9.Suspension	4
10.Warranties	4
11.Changes	5
12.Time and Material and Cost Reimbursable Work	5
13.Claims	6
14.Inspection and Tests	7
15.Personnel	8
16.Subcontracting	9
17.Assignment	9
18.Confidentiality	10
19.Infringement	10
20.Indemnification	11
21.Insurance	11
22.Termination for Convenience	14
23.Cancellation for Default	14
24.Ownership of Documents and Materials; Ownership of Intangible Property	15
Blanket Purchase Agreement 4162426,	1
Proprietary and Confidential Page 26 of 51	
25.Con Edison Performance	17
26.Compliance with Laws	17
27.Set-Off	17
28.Investigation and Audit	17
29.Required Approvals	18
30.Quality Assurance	18
31.Effect of Con Edison Approval	18
32.Safeguards	19
33.Maintenance of Work Site	19
34.Vehicle Spills	19
35.Protection of Persons and Property; Notice of Accidents	20
36.Communication with Supervisors	20
37.Conflicting Documents; Headings	21
38.Waiver	21
39.Relationship of Parties	21
40.Entire Agreement	22
41.Governing Law	22
42.Waiver of Trial by Jury	22
43.Title and Risk of Loss (Repair Services)	22
44.Material Safety Data Sheets	22
45.Submission to Jurisdiction/Choice of Forum	23
46.Third Party Rights	23
47.Service Organization Control SSAE 16 SOC 1 Report	23
48.Enablement in the Procurement System	24
49.Gift Policy and Unlawful Conduct	24

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR SERVICE 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 services 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.

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 27 of 51

"Contract"-The contract between Con Edison and the Contractor consisting of (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA")

Contains Confidential Commercial Information

and/or the 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 and drawings. (The words "hereof", "herein", "hereto" and "hereunder" shall be deemed to refer to the Contract.)

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by the Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if the 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 the Contractor's offer; provided, however, if the Contractor's offer contains terms additional to or different from those or 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 the Contractor of the Contract in the Procurement System or, if the Contractor is not enabled in the Procurement System, by the signing by the 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 the Contractor's acceptance thereof), or the Contractor's commencement or continuation of the services ordered under the Contract following its receipt of the Contract or such other writing, such performance signifying the Contractor's acceptance of the terms thereof.

3.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing (electronic or print form) and signed (electronically or in writing) by an authorized representative of Con Edison.

4.Firm Price. Unless otherwise expressly provided herein, the prices stated in the Contract are firm and are not subject to increase.

5.Payment

A.Unless otherwise specified in the Contract, payment shall be made by Con Edison to the Contractor within thirty (30) days after receipt and processing of proper invoices with required supporting documentation.

B.Invoices (the originals) shall be submitted to Con Edison's Accounts Payable Department, after the rendering of the services for which payment is to be made, in such detail and with such supporting documentation as required by the Contract or as may reasonably be required by Con Edison for tax and regulatory purposes. Proofs of costs shall be submitted for reimbursable supplies and materials. If the Contract provides for services to be rendered on an hourly-rate basis, invoices shall include the number of hours worked and the hourly rate for each person performing services as well as the total amount invoiced, and shall be Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 28 of 51

accompanied by signed time sheets and any other data or supporting documentation reasonably required by Con Edison.

C.Should the Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in the progress of the services.

D.The acceptance by the Contractor of final payment, except for any express written reservation of rights, shall be and shall operate as a release of Con Edison from all claims of, and all liability to, the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of Con Edison and others for whom Con Edison is or may be responsible relating to or arising out of the Contract. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract.

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

6.Taxes

A.Sales Tax. Except as otherwise provided in the Contract, the price does not include any federal, state or local sales, use or other similar tax which may now or hereafter be applicable to the purchase by Con Edison of the services furnished hereunder, and Con Edison agrees to pay or reimburse the Contractor for any such tax. Con Edison shall have the right to direct the

Contains Confidential Commercial Information

basis on which any such taxes shall be paid or contested and to control any contest and shall reimburse the Contractor for any interest, penalties or expenses the Contractor may be required to pay on account of any such direction or contest. Conducting any hearings or litigation regarding a tax dispute shall be Con Edison's responsibility, but the Contractor shall cooperate and assist Con Edison therewith.

B. Payroll Taxes and Contributions. The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed by or required under the unemployment insurance laws of the state of New York or any other state or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect of wages, salaries or other compensation paid to employees engaged upon or in connection with the services to be performed.

7. Time of Performance. The Contractor shall perform the services to be furnished in accordance with any schedule of performance stated herein. It is understood and agreed by the Contractor that **TIME IS OF THE ESSENCE OF THE CONTRACT** and of each and every portion thereof for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by Con Edison of revised schedules from the Contractor during the performance of the services shall not be deemed a waiver of the contract completion date.

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 29 of 51

8. Excusable Delay. The Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Contractor, public disorder or riot, a 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 the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractor, shall not be excusable delay hereunder if the supplies or services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon 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.

9. Suspension. Con Edison shall have the right, for its convenience and by written notice, to suspend all or part of the Contractor's performance hereunder at any time. The Contractor shall, as soon as possible, resume any suspended performance when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by the suspension. If such suspension continues for an unreasonable period, the Contractor shall be entitled to an adjustment in the Contract price to cover any additional out-of-pocket costs (exclusive of overhead or costs resulting from loss of efficiency) which the Contractor establishes to the satisfaction of Con Edison were incurred by the Contractor solely by reason of the suspension, provided, however, that such entitlement is conditioned upon the Contractor's notifying Con Edison in writing within fifteen (15) days of the suspension that additional costs will or may be incurred thereby and upon the Contractor's making claim therefor in writing within thirty (30) days of Con Edison's notice to resume work. Delay caused by Con Edison's act or failure to act shall not be deemed a suspension within the meaning of this article and shall not entitle the Contractor to receive any additional costs.

10. Warranties. The Contractor warrants that services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practice. The Contractor also warrants that services furnished hereunder shall meet any and all tests and conform strictly to all specifications and comply strictly with all performance requirements contained in the Contract. The Contractor further warrants any goods furnished hereunder in connection with such services to be new and free from defects in title, design, material, fabrication and workmanship, to conform strictly to any applicable samples and to specifications, drawings and other descriptions herein, and to be suitable for the purpose intended. Should any failure to meet any of the warranties stated herein appear within eighteen (18) months of the completion of all services rendered hereunder, the Contractor shall upon notice by Con Edison reperform the services and replace or repair any goods not conforming to the foregoing warranties promptly and without expense to Con Edison. In the event of failure of the Contractor promptly to remedy as aforesaid any breach of warranty Con Edison may correct the deficiencies and charge the Contractor the cost thereof. The aforesaid warranties shall survive acceptance of and payment for the services furnished hereunder. After any such services have been redone and materials or articles replaced or repaired pursuant to the foregoing warranties, they shall be subject anew to the foregoing warranties. 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

Contains Confidential Commercial Information

Edison and O&R.

11.Changes. Con Edison reserves the right at any time to make changes in the services to be performed or in any Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 30 of 51

specifications, drawings or data incorporated herein. Any such changes shall be directed in writing (electronically or in print form). If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the contract price or schedule, or both. Any claim by the Contractor for adjustment under this Article shall be deemed waived unless asserted in writing within thirty (30) days from the date of the direction to make the change. In the event any such adjustment is not agreed upon promptly, the Contractor shall, nevertheless, proceed diligently to effect the change at the time it is directed to do so by Con Edison, without prejudice to its right to an equitable adjustment in respect thereof. 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 revision or modification signed and issued by Con Edison (electronically or in print form).

12.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 time and material or other cost reimbursable basis.

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

If the 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 the Contractor without recourse to Con Edison.

C.For time and material work, 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 time and material basis shall be subject to Article 10 (Warranties) above.

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

13.Claims

A.The only claims that may be made by the 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 8, no claims for damages or additional costs on account of delay shall be permitted.

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 31 of 51

B.For each claim for Non-Contract Work, as defined in A(i) of this Article, the Contractor must give written notice to Con Edison's designated representative within 5 days of when the 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, the Contractor must give written notice to Con Edison's designated representative within five (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, section, and clause, describe the fact or condition misrepresented, and provide the date the 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

Contains Confidential Commercial Information

maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph B of this Article, the 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 the Contractor's bid for the performance of the work that had its cost Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 32 of 51

increased, the actual cost to the Contractor to perform such work, and the amount of the Increased Costs for which the 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. 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 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 the 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.

14. Inspection and Tests. Con Edison shall have the right to inspect any and all records of the Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the services hereunder are being performed and will be performed in full accordance with the requirement of the Contract and on schedule. In addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to the premises at which services hereunder are being performed at all reasonable times for Con Edison to inspect work in progress. Con Edison shall have the right to be present and witness tests relating to the services rendered hereunder. Con Edison, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by Con Edison will be paid for by Con Edison, provided that if such tests reveal a deficiency in the Contractor's performance or that it was not in accordance with the Contract requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by Con Edison or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish goods and services fully in accordance with the requirements of the Contract. Any articles or equipment serviced or repaired hereunder shall be subject to inspection and testing by Con Edison after completion of the services (and after delivery to Con Edison, if it has been removed from Con Edison's premises), and final payment for repaired articles or equipment shall not be due before acceptance of the articles or equipment after testing. Payment prior to testing shall not constitute acceptance.

15. Personnel.

A. Personnel assigned to perform services hereunder who are specifically designated personnel in the Contract shall devote substantially all their working time to performing work under the Contract, unless there is an express provision to the contrary in the Contract, and shall not be removed from such assignments without the prior written consent of Con Edison. Con Edison shall have the right to approve replacements for such designated personnel. Contractor shall remove any personnel from performing services under the Contract as may be requested by Con Edison.

B. The Contractor and its permitted subcontractors shall not employ any Con Edison or O&R employee to perform any services hereunder without the prior written permission of Con Edison. Further, neither Contractor nor any of its subcontractors shall utilize or otherwise permit any former employee of Con

Contains Confidential Commercial Information

Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 33 of 51

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 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."

16.Subcontracting.

A.The 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 work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Should any approved subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval. Nothing contained herein shall create any contractual rights in any subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the services furnished hereunder to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, and comply with the other requirements relating to insurance as are required of the Contractor hereunder, including, but not limited to, the requirements relating to naming Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as Con Edison and O&R have hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

B.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 under the Contract 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, NY 10003

Attention:Purchasing Department

Section Manager,

Technology and Strategic Initiatives

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 34 of 51

17.Assignment. The Contractor shall not assign the Contract or any of its rights under the Contract without the prior 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.

18.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 the Contractor or its subcontractors in connection with the Contract shall, except to the extent indicated in writing by Con Edison (or O&R with respect to services ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Contract, and be delivered or returned to Con Edison upon completion of such performance. The 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 its services under the Contract 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. The Contractor acknowledges that its violation of the

Contains Confidential Commercial Information

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, the Contractor agrees that either or both of Con Edison and O&R will be entitled to injunctive relief to enforce the terms of this Article, in addition to their remedies at law.

19. Infringement. If the Contractor, in the performance of the Contract, employs, constructs or provides any goods, design, process, material, tool, equipment or work of authorship (including computer programs and documentation) covered by a patent, copyright, trademark or other proprietary right, the Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use under the Contract by securing a suitable agreement from the owner of such right. The 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 (each, an "Indemnified Party") harmless from and against any loss, liability, damage or expense arising out of or related to a claim against an Indemnified Party that the services rendered hereunder, or any goods, designs, processes or works of authorship (including computer programs and documentation) supplied in connection therewith or resulting therefrom, infringe any patent, copyright, trademark or any other proprietary right. The Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses thereof, including compensation of experts and counsel, and all damages and costs awarded against an Indemnified Party. Con Edison shall notify the Contractor of any such claim, suit or proceeding in writing and give the Contractor authority, information and assistance (at the Contractor's expense) for the defense thereof. In the event that the use of any goods, designs, processes or works of authorship furnished hereunder is enjoined, the Contractor shall promptly, at its own expense, either (a) procure for Con Edison (or O&R, with respect to services performed for O&R) the right to continue using such goods, designs, processes or works of authorship or (b) with the approval of Con Edison, (i) replace them with noninfringing goods, designs, processes or works of authorship of equal performance and quality, or (ii) modify them so they become noninfringing.

20. Indemnification. To the fullest extent allowed by law, the 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 and 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, or statutory or administrative fines, penalties or forfeitures resulting, in whole or in part, from, or connected with, the performance of the Contract by the Contractor or any subcontractor, or any of their agents, servants, representatives or employees, and including claims, losses, damages

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 35 of 51

and liabilities arising from the partial or sole negligence of Con Edison and non-parties to the Contract (including O&R). The Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against the 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 the Contractor.

21. Insurance. The 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.

A. Employment related insurance

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

(ii) Employers' Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupational 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 \$5,000,000 per occurrence for bodily injury or death and not less than \$1,000,000 per occurrence for property damage or a combined single limit of not less than \$5,000,000 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. (If any part of the services involves Con Edison's gas or steam system or boiler controls, the insurance procured and maintained by the Contractor shall be for not less than \$7,500,000 per occurrence for

Contains Confidential Commercial Information

bodily injury or death or property damage or a combined single limit of not less than \$7,500,000 per occurrence.) 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 services furnished hereunder and completed operations. There shall be no exclusion for claims by Contractor's employees against Con Edison or O&R based on injury to Contractor's or any subcontractor's employees.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by the Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 36 of 51

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 the 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 asbestos abatement and lead abatement work, Asbestos 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, the Contractor shall require the subcontractor to name Contractor, Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the services include 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 services to be furnished under the Contract.

The 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 at Con Edison's premises the Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E above and Certificate(s) of Insurance covering all required insurance, signed by the insurer or its authorized representative, certifying that the required insurance has been obtained and will not be cancelled or altered without at least ten (10) days' prior written notice to Con Edison. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. are additional insureds with respect to all coverages enumerated in paragraph B of this Article with respect to the services and completed operations. Con Edison shall have the right, upon request, to require the 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, the 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 services.

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 37 of 51

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, Con Edison or O&R arising out of the performance of the work, including injury caused by the partial or sole negligence of Con Edison or O&R and notwithstanding any statutory prohibition or limitation of the Contractor's contractual obligations hereunder.

Certificates of insurance identifying the Contract shall be sent to:

Blanket Purchase Agreement 4162426,

Contains Confidential Commercial Information

1

Proprietary and Confidential Page 38 of 51
Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, NY 10003

Attention: Purchasing Department
Supplier Management Group (SMG)

22. Termination for Convenience. Con Edison may for any reason whatsoever, including its own convenience, by written notice to the Contractor terminate the Contract, in whole or in part, without liability to the Contractor except as stated in this Article. In the event of such termination, in full discharge of its obligations to the Contractor in respect of the Contract and such termination, Con Edison shall pay the Contractor for services performed prior to termination an amount which is equitable in light of the Contract price. The Contractor shall take all reasonable steps to minimize any termination charges of its subcontractors and suppliers as well as its own termination costs. If payments made under the Contract exceed such termination amount, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve the Contractor of any obligation which may arise out of services performed prior to termination. In no event shall Con Edison be liable to the Contractor for damages of any kind arising out of the termination or for lost profit, unrecovered or increased overhead or lost opportunities to obtain other sales.

23. Cancellation for Default. In the event the Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, by written notice to the Contractor, to cancel the Contract, in whole or in part, for such default. The Contractor shall be deemed to be in default hereunder if the Contractor is in default of any of its obligations under the Contract or the Contractor by a statement or conduct indicates that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof). In the event of cancellation for default hereunder, Con Edison shall have all rights and remedies provided by law and under the Contract. In addition, in such event Con Edison may retain from any money otherwise due for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damages resulting from the 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 the Contractor demonstrates that a cancellation of the Contract 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 22 of these Standard Terms and Conditions, and the rights and obligations of the parties shall be governed accordingly.

24. 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 services 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, Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 39 of 51

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 services ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith

Contains Confidential Commercial Information

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 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 Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 40 of 51

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 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.

25. Con Edison Performance. Con Edison shall perform any action required of it by this Contract in order to enable the Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action by the Contractor for damages, in contract or in tort, or entitle the Contractor to cancel or rescind the Contract or abandon its performance. Unexcused nonperformance by Con Edison shall, however, relieve the Contractor of its obligation to perform hereunder to the extent it prevents the Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of the Contractor.

26. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws, executive orders,

Contains Confidential Commercial Information

regulations, ordinances, rules, and safety codes applicable at the time of performance to services rendered hereunder. The Contractor shall provide Con Edison, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article. Without limiting the generality of the foregoing, the Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which are 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 of contractors to the federal government.

27. Set-Off. Con Edison shall have the right to set off against any sums due the Contractor under the Contract any claims Con Edison may have against the Contractor under the Contract or any other contract between Con Edison and the Contractor without prejudice to the rights of the parties in respect of such claims.

28. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 41 of 51

conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of the Contract or the services furnished under the Contract, 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 for performance, or any part thereof, on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 9 (Suspension) or Article 22 (Termination for Convenience) of these Standard Terms and Conditions, the Contractor shall maintain detailed books, records and accounts covering costs incurred or, as applicable, time and materials used in connection therewith, and shall make 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 the Contract and for a period of six (6) years after final payment under the Contract. If an investigation, audit, or inquiry discloses that Con Edison has paid the 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 other costs that were improperly charged, the Contractor shall refund to Con Edison an amount equal to such payment.

29. Required Approvals

A. The Contractor will not be permitted to perform any field service work, including but not limited to installation, maintenance, and repair, 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.

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

30. Quality Assurance. To further assure compliance with warranties stated herein, the Contractor shall meet the quality assurance requirements stated in the Contract, to the extent any quality assurance requirements are set forth or incorporated herein.

31. Effect of Con Edison Approval. The Contractor's obligations under the 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 the Contractor's work hereunder, including, but not limited to, documents such as drawings and written process procedures. Any approval by Con Edison of any goods, services, documents or other things done or furnished or proposed by the Contractor shall be construed merely as indicating that at that time of approval Con Edison was not aware of any reason for objecting. Any failure of a Con Edison representative to object to any failure by the 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, and shall not release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

32. Safeguards. The 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. The Contractor shall cause all equipment and structures, the place of work and the ways and approaches thereto to meet the Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 42 of 51

requirements of all public authorities. All equipment, tools, other aids and materials utilized by the Contractor shall have been tested and meet all applicable ANSI standards and legal requirements, shall be of high quality and in good working order. The Contractor shall be responsible for learning what all of these requirements are and the acceptable techniques for complying with them.

Contains Confidential Commercial Information

If in the opinion of Con Edison's authorized representative the Contractor's work practices or conditions created by the 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. The Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage.

If, when Con Edison's authorized representative is not present at the site, a Con Edison employee (or an O&R employee where services were ordered for O&R) directs the Contractor to discontinue an operation because it may be unsafe or illegal, the Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact Con Edison's authorized representative for instructions. The Contractor shall obtain the employee's name and employee identification number and report this information to Con Edison's authorized representative.

33. Maintenance of Work Site. The 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 performance of the services or the work of any other contractors, clean up and remove frequently 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. 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 services suspended until the condition is corrected and all costs associated therewith shall be borne by the Contractor.

34. 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 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. 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.

35. Protection of Persons and Property; Notice of Accidents

A. When the Contractor performs services hereunder, the Contractor shall at all times exercise every reasonable precaution to protect persons and property and any items on which it is working. The Contractor shall at its own expense design, furnish, and erect such enclosures, barricades, platforms, scaffolds, planking of floor openings, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 43 of 51

regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. The Contractor shall, and shall cause any subcontractor, their agents, servants and employees, while on or about Con Edison's premises, to observe and comply with all fire, safety, hazard, "No Smoking", and other rules and regulations prescribed by Con Edison or legally in effect at the time.

B. The Contractor shall promptly report in writing to Con Edison all accidents whatsoever, and any claims made in connection therewith, arising out of or in connection with the performance of the Contract whether on or adjacent to the work 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 to property is caused, the Contractor shall immediately orally report the accident to Con Edison.

C. If at any time or place a third party suffers personal injury (including death) or property damage for which the Contractor is legally liable, no provision of the Contract shall be construed as an agreement by Con Edison to assume all or any part of such liability or, if Con Edison is named or joined in any legal action or proceeding in connection therewith, to preclude, prejudice or limit Con Edison's right to receive indemnification or contribution from the Contractor.

D. When the Contractor or any permitted subcontractor performs services hereunder, its employees and consultants are required to have available a Contractor (or a subcontractor) or government-issued name and photo identification for review by Con Edison.

36. Communication with Supervisors. When work is performed outside of the Contractor's own premises, the Contractor must provide at all times an on-site representative with full authority to act for the Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for the Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, the 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 the Contractor in this role shall be subject to the continuing

Contains Confidential Commercial Information

approval of Con Edison.

37. **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 the 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

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 44 of 51

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.

38. **Waiver.** Neither the acceptance of goods or services 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 the Contractor's duties or obligations nor any failure of Con Edison to insist on strict performance by the Contractor of this Contract or to assert Con Edison's rights in any one or more instances shall constitute a waiver by Con Edison of such performance, terms or rights, either then or for the future. No cancellation or rescission hereof, in whole or in part, because of a breach hereof, shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. Any waiver shall be effective only if in writing and signed by Con Edison's authorized representative, and only with respect to the particular event to which it specifically refers.

39. **Relationship of Parties.** The Contractor shall be an independent contractor in the performance of the services hereunder. 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 the Contractor's employees.

40. **Entire Agreement.** The Contract, as it may be amended in accordance with Article 3 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and the 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.

41. **Governing Law.** The Contract shall be construed 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.

42. **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.

43. **Title and Risk of Loss (Repair Services).** If the Contract is, in whole or in part, for repair, maintenance or modification of equipment, the additional provisions in this Article 43 shall apply. Con Edison will retain title to equipment to be repaired or modified by the Contractor. Title to parts installed by the Contractor in Con Edison equipment, whether or not on Con Edison's premises, will pass to Con Edison upon installation. The risk of loss of or damage to the Con Edison equipment shall be borne by the Contractor from the time such equipment is turned over to the Contractor by Con Edison or, if it is to be delivered to the Contractor by others, from the time it is turned over to a carrier for shipment to the Contractor. The risk of loss or damage shall remain with the Contractor at all times thereafter until the equipment is returned and accepted by Con Edison at its premises if it has been removed or, if the services are being performed on Con Edison's premises, until the work has been completed, the Contractor so notifies Con Edison in writing and the equipment restored to Con Edison's care, custody and control.

44. **Material Safety Data Sheets.** The Contractor shall complete and submit a Material Safety Data Sheet (MSDS)

Blanket Purchase Agreement 4162426,
1

Proprietary and Confidential Page 45 of 51

indicating any toxic substances that may be contained in the goods to be furnished or used in the performance of

Contains Confidential Commercial Information

services hereunder. For this purpose, a toxic substance is any that is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances. Failure to complete and return an MSDS promptly when requested to do so by Con Edison shall be grounds for cancellation of the Contract for default.

45.Submission to Jurisdiction/Choice of Forum

A.The 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. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to the Contractor at the address shown in the Contract or at the address of any office actually maintained by the Contractor, or by actual personal delivery to the 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.The Contractor consents to the selection of the state and the federal courts situated in the City of New York or in Westchester or Rockland 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.

46.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. The other Con Edison affiliates and other non-parties referenced in Articles 16, 19, 20, 21, 28, 35, 46 and 49 are third party beneficiaries of the Contract 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.

47.Service Organization Control SSAE 16 SOC 1 Report. If Contractor performs services for Con Edison pursuant to the Contract that Con Edison determines have an impact on the financial reporting controls of Con Edison or fall within the purview of Con Edison's Sarbanes-Oxley compliance efforts, then: (i) Contractor shall provide Con Edison with a copy of the latest SSAE 16 SOC 1 ("SOC 1") Report concerning Contractor's operations, systems, controls and procedures prior to commencing performance under the Contract; and (ii) during the term of the Contract, Contractor shall be obligated to have a new SOC 1 performed and to furnish a new SOC 1 Report concerning such new audit to Con Edison no later than twelve (12) months after the date of the SOC 1 Report that was previously furnished to Con Edison. Contractor will provide Con Edison with a bridge letter covering any period of time between the date of the last SOC 1 Report furnished to Con Edison and termination of the Contract. All SOC 1 Reports shall reference the applicable Con Edison Contract purchase order number and shall be sent to: Consolidated Edison Company of New York, Inc., 4 Irving Place, New York, NY 10003, Attention: Auditing Department.

48.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 Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 46 of 51

receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor agrees to promptly become enabled in the Procurement System.

49.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 services 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 services or 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 purchase orders and contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other purchase order or 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 contract between Con Edison and Contractor (including, but not limited to, the right to payments for services

Contains Confidential Commercial Information

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 purchase orders or 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).

335674v.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

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 47 of 51

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 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

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 48 of 51

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.

Contains Confidential Commercial Information

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 (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 Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 49 of 51

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.

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

Contains Confidential Commercial Information

(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 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.

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 50 of 51

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 (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.

337730

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,

Blanket Purchase Agreement 4162426,

1

Proprietary and Confidential Page 51 of 51

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).

337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Contains Confidential Commercial Information

Name Name
(Title) (Title)
(Date) (Date)

Contains Confidential Commercial Information

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

ATTACHMENT NO. 5

CONTRACTOR: UNDERGROUND SYSTEMS INC

PURCHASE ORDER NO.: 4264377

BID COMPARISON:

\$26,620,000

\$34,700,700

Contains Confidential Commercial Information

Complex Services PO 4264377, 3
Proprietary and Confidential Page 1 of 10
Consolidated Edison Company of New York, Inc.

**4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES**

Type **Complex Services PO**

Order **4264377**

Revision **3**

PO Approved Date **01/30/2014**

Revision Date **01/30/2014**

Buyer **Carl Thompson**

Supplier: **UNDERGROUND SYSTEMS INC**

84 BUSINESS PARK DR STE 109

ARMONK, NY 10504

UNITED STATES

Supplier

Contact:

VARIO KAREN

9142738727

Key

ConEd

Contact:

Addy Reyes

212-460-1069

REYESADD@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

10148 Net 30

Notes: Underground Systems, Inc. to provide all equipment, parts and services required to deliver a forced cooling study, and to design, supply and install cooling plants for feeders 25, 26 and 41, 42.

All equipment, parts and services shall be performed and delivered in accordance with the following documents which are incorporated by reference and made part of this order:

(a) Purchase Order No. 4264377,

(b) Consolidated Edison Company of New York Inc. Request for Proposals "Determination of Forced Cooling System Requirements, Design of Cooling Plants, and the Supply and Installation of Refrigeration Cooling Plants for Fdrs 25, 26, and 41, 42 Project No: 25145-13; June 11, 2013", as amended by Delivery and Payment Schedule Addendum No. 2 dated December 18, 2013 Rev. 3,

(c) Consolidated Edison Company of New York, Inc. Standard Terms and Conditions for Purchase of Equipment dated July 1, 2012 as modified December 19, 2013, and

(d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to (i) special conditions (including, without limitation, the Con Edison Special Conditions for Installation of Equipment) (the "Installation Terms") dated July 1, 2012 as modified December 18, 2013, specifications (including, without limitation, EO-6235, General Purchase Specification for Cooling Plants and EO-ES-2002, Standard Engineering Design Guidelines for Cooling Plants, as applicable, attached to the RFQ), performance requirements, drawings (including, without limitation, the Feeder Route and Profile Drawings for Feeders 25, 26, 41 and 42 attached to the RFQ and Seller's Proposal No. QP3382 for Determination of Forced Cooling System Requirements, Design of Cooling Plants, and the Supply and Installation of Refrigeration Cooling Plants, including the Cancellation Charge Addendum No. 1 dated December 9, 2013 ("the Cancellation Charge Addendum")

Reference Documents: FDR-42-0-3.pdf

Contains Confidential Commercial Information

Complex Services PO 4264377, 3
Proprietary and Confidential Page 2 of 10
Technical USI FINAL QP3382_ConEdCP (2).pdf
RFP Forced Cooling Fdrs 25 26 41 42.pdf
EO-6235.pdf
fdr-41-0-4.pdf
CE-ES-2002-44.pdf
CP Proposal Clarifications Project No 25145-13.docx
fdr-26-0-4.pdf
fdr-25-0-5.pdf
Disclosure Form SAM Search Results.pdf
LAW1-#372227-v2-Addendum 2_- _Delivery_and_Payment_Schedule (2).DOCX
Addendum 1 Final USi cancel concept 12 4 2013 r1 Final.docx
LAW1-#369197-v2-USi_Installation_Execution.DOC
LAW1-#371784-v5-USi_Equipment_Purchase_Execution.DOC
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 FORCED COOLING
SYSTEM DESIGN STUDY

Needed:
03/01/2014
250,000.00

1-1 FORCED COOLING
SYSTEM DESIGN STUDY

Needed:
03/01/2014
250,000.0
0
250,000.00

Ship To:
Use the ship-to address at the top of page 1

2 DESIGN Needed:
04/15/2014
450,000.00

2-1 DESIGN Needed:
04/15/2014
450,000.0
0

450,000.00
Ship To:
Use the ship-to address at the top of page 1

3 30% ADVANCE Needed:
05/01/2014
7,476,000.00

3-1 30% ADVANCE Needed:
05/01/2014
7,476,000.
00

7,476,000.00

Ship To:
Use the ship-to address at the top of page 1

4 60% DELIVERY AND
COMMISSIONING OF

Contains Confidential Commercial Information

COOLING PLANTS

Complex Services PO 4264377, 3

Proprietary and Confidential Page 3 of 10

Line /

Pay

Item

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

Amount

(USD)

4-1 11% (1) COOLING PLANT Needed:

12/31/2014

1,644,720.

00

1,644,720.00

Ship To:

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

4-2 11% (1) COOLING PLANT Needed:

02/27/2015

1,644,720.

00

1,644,720.00

Ship To:

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

4-3 11% (1) COOLING PLANT Needed:

04/30/2015

1,644,720.

00

1,644,720.00

Ship To:

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

4-4 11% (1) COOLING PLANT Needed:

06/30/2015

1,644,720.

00

1,644,720.00

Ship To:

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

4-5 11.5% COMMISSIONING

41/42

Needed:

08/31/2015

1,719,480.

00

1,719,480.00

Ship To:

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

4-6 11% (1) COOLING PLANT Needed:

08/31/2015

1,644,720.

00

1,644,720.00

Ship To:

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

4-7 11% (1) COOLING PLANT Needed:

10/30/2015

1,644,720.

00

1,644,720.00

Ship To:

Contains Confidential Commercial Information

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

4-8 11% (2) COOLING PLANT

FINAL EQUIPMENT

DELIVERY DATE

Needed:

12/31/2015

1,644,720.

00

1,644,720.00

Ship To:

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

4-9 11.5% COMMISSIONING

25/26

Needed:

03/31/2016

1,719,480.

00

1,719,480.00

Ship To:

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

5 10% FINAL SYSTEM Needed: 2,492,000.00

Complex Services PO 4264377, 3

Proprietary and Confidential Page 4 of 10

Line /

Pay

Item

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

Amount

(USD)

ACCEPTANCE 05/31/2016

5-1 10% FINAL SYSTEM

ACCEPTANCE

Needed:

05/31/2016

2,492,000.

00

2,492,000.00

Ship To:

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

6 0 EACH 2562.00 0.00

Line added to force order to route for approvals at appropriate DOA. This line will be committed and is not a commitment to USI.

This line was created only to force approvals at the appropriate levels. This represents no change to the underlying agreement.

This line CANCELED on 30-JAN-2014

Original quantity ordered: 1

Quantity CANCELED: 1

6-1 Line added to force order to

route for approvals at

appropriate DOA. This line

will be committed and is not a

commitment to USI.

1 EACH 2562.00 0.00

Ship To:

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

This Pay Item CANCELED on 30-JAN-2014

Original Pay Item Quantity: 1

Quantity CANCELED: 1

Total: **25,620,000.00 (USD)**

Contains Confidential Commercial Information

Standard Purchase Order 4264377, 3
Proprietary and Confidential Page 5 of 10

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....6
Standard Terms6
Appendix A6
Gift Policy9

Standard Purchase Order 4264377, 3
Proprietary and Confidential Page 6 of 10

Terms and Conditions

Standard Terms

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 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.

Standard Purchase Order 4264377, 3

Proprietary and Confidential Page 7 of 10

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.

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

Contains Confidential Commercial Information

(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

Standard Purchase Order 4264377, 3

Proprietary and Confidential Page 8 of 10

(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.

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 Standard Purchase Order 4264377, 3

Proprietary and Confidential Page 9 of 10

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

Contains Confidential Commercial Information

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 (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.

337730

Gift Policy

Standard Purchase Order 4264377, 3

Proprietary and Confidential Page 10 of 10

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).

337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)