

Contains Confidential Commercial Information

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

ATTACHMENT NO. 1

CONTRACTOR: PRECISION PIPELINE SOLUTIONS

PURCHASE ORDER NUMBER: 4007583

BID COMPARISON

\$8,268,651

\$14,670,825

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Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4007583**

Revision **1**

PO Approved Date **09/21/2012**

Revision Date **09/17/2012**

Current Buyer **Steven Sebastopoli**

Supplier: **PRECISION PIPELINE SOLUTIONS**

617 LITTLE BRITAIN RD STE 200

NEW WINDSOR, NY 12553

UNITED STATES

Supplier

Contact:

SELANDER JON

(845) 566-8334

Key

ConEd

Contact:

Steven Sebastopoli

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

9749 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

08/01/2012 07/31/2015 7,032,174.00

Notes: Manhattan Gas Meter Exchange and Inspection Program

The Scope of Work shall include but not be limited to: Furnish all labor, material (other than company material), equipment, insurance and supervision for the Gas Meter Exchange and Inspection Program in Manhattan.

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

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirements (C-CM-003R1) dated June 7, 2008.

Expenditure Limitation: The maximum expenditure authorized under Purchase Order is 7,032,174. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation and the contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed modification to this Purchase Order.

Con Edison Representatives are:

Frank McBrien 212/894-9685

This Purchase Order will be performed in accordance with the following:

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- Con Edison's invitation to Bid Event # 36696 dated March 9, 2012 and all documents referenced therein.

- Con Edison's Standard Terms and Conditions of Construction Contract's dated December 7, 2010.

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- Con Edison's Gas Meter Exchange Work Scope Revision 3 dated February 29, 2012.
- PRECISION PIPELINE SOLUTIONS signed Offer, Exception, Disclosure, and Compliance Form dated March 5, 2012.
- Con Edison's Clarification/Addendum dated March 1, 2012.

A total of one Addendum was issued.

- Pre- Award Meeting Minutes dated May 10, 2012.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this Bid Event (#36696) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

Revision 001 created to insert NS numbers for internal payment purpose only. All Terms, Conditions and Prices remain unchanged as per the original PO.

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 07/31/2013 EACH 327.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

2 07/31/2013 EACH 376.85

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

3 07/31/2013 EACH 400.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

4 07/31/2013 EACH 421.48

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

5 07/31/2013 EACH 690.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

6 07/31/2013 EACH 195.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

7 07/31/2013 EACH 250.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

8 07/31/2013 EACH 399.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

9 07/31/2013 EACH 376.85

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

10 07/31/2013 EACH 381.81

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

11 07/31/2013 EACH 421.48

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Blanket Purchase Agreement 4007583, 1

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

Amount

(USD)

Rotary/Flange/Turbine (4 Inch Pipe)

12 07/31/2013 EACH 690.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

13 07/31/2013 EACH 250.00

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Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
14 07/31/2013 EACH 300.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
15 07/31/2013 EACH 399.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500
16 07/31/2013 EACH 376.85

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000
17 07/31/2013 EACH 381.81

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
18 07/31/2013 EACH 421.48

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)
19 07/31/2013 EACH 690.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
20 07/31/2013 EACH 195.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
21 07/31/2013 EACH 250.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
22 07/31/2013 EACH 399.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500
23 07/31/2013 EACH 376.85

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000
24 07/31/2013 EACH 381.81

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
25 07/31/2013 EACH 421.48

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)
26 07/31/2013 EACH 690.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
27 07/31/2013 EACH 250.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
28 07/31/2013 EACH 300.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
29 07/31/2013 EACH 290.57

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500
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(USD)
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(USD)

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30 07/31/2013 EACH 322.31

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

31 07/31/2013 EACH 364.95

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

32 07/31/2013 EACH 690.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

33 07/31/2013 EACH 790.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

34 07/31/2013 EACH 195.00

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

35 07/31/2013 EACH 250.00

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

36 07/31/2013 EACH 316.36

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

37 07/31/2013 EACH 381.81

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

38 07/31/2013 EACH 464.12

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

39 07/31/2013 EACH 690.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

40 07/31/2013 EACH 790.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

41 07/31/2013 EACH 195.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

42 07/31/2013 EACH 250.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

43 07/31/2013 EACH 300.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

44 07/31/2013 EACH 376.85

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

45 07/31/2013 EACH 400.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

46 07/31/2013 EACH 421.48

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

47 07/31/2013 EACH 690.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

48 07/31/2013 EACH 399.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

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(USD)

Amount

(USD)

49 07/31/2013 EACH 376.85

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

50 07/31/2013 EACH 381.81

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

51 07/31/2013 EACH 421.48

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

52 07/31/2013 EACH 690.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

53 07/31/2013 EACH 25.75

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

54 07/31/2013 EACH 36.00

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

55 07/31/2013 EACH 145.78

Year One-Inspection Programs-Vaulted Area Inspection

56 07/31/2013 EACH 80.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

57 07/31/2013 EACH 75.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

58 07/31/2013 EACH 95.00

Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

59 07/31/2013 EACH 60.00

Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

60 07/31/2013 EACH 90.00

Year One-Inspection Programs-High Pressure Inspection Only

61 07/31/2013 EACH 18.00

Year One-Inspection Programs-BOPA Referral Inspection

62 07/31/2013 EACH 90.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

63 07/31/2013 EACH 115.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

64 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

65 07/31/2013 EACH 160.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

66 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

67 07/31/2013 EACH 160.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

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68 07/31/2013 EACH 190.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

69 07/31/2013 EACH 190.00

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

Amount (USD)

Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

70 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

71 07/31/2013 EACH 160.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

72 07/31/2013 EACH 140.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

73 07/31/2013 EACH 80.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

74 07/31/2013 EACH 465.00

Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

75 07/31/2013 EACH 497.00

Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

76 07/31/2013 EACH 105.00

Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

77 07/31/2013 EACH 102.00

Year One-Miscellaneous Items-Electric meter install/ replace

78 07/31/2013 EACH 160.00

Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

79 07/31/2013 EACH 370.00

Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

80 07/31/2013 EACH 110.00

Year One-Miscellaneous Items-Odorator Testing

81 07/31/2013 EACH 950.00

Year One-Miscellaneous Items-Building by Pass (CNG Cart)

82 07/31/2013 EACH 310.00

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

83 07/31/2013 EACH 250.00

Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Generated

84 07/31/2013 EACH 210.00

Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

85 07/31/2013 EACH 200.00

Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

86 07/31/2013 EACH 310.00

Year One-Miscellaneous Items-Leak Surveillance Follow up/Recheck

87 07/31/2013 EACH 220.00

Year One-Miscellaneous Items-Poor Pressure/ No Gas

88 07/31/2013 EACH 215.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

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89 07/31/2013 EACH 260.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
90 07/31/2013 EACH 425.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
91 07/31/2013 EACH 1.38
Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
92 07/31/2013 EACH 1.40
Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
93 07/31/2013 EACH 1.06
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)
94 07/31/2013 EACH 1.03
Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)
95 07/31/2013 EACH 1.08
Year One-Overtime Rates-Items Performed on Sundays and Holidays
96 07/31/2013 HOUR 204.67
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
97 07/31/2013 HOUR 102.34
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
98 07/31/2013 HOUR 85.00
Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
99 07/31/2013 HOUR 307.01
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
100 07/31/2013 HOUR 153.51
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
101 07/31/2014 EACH 333.54
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
102 07/31/2014 EACH 384.38
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
103 07/31/2014 EACH 408.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)
104 07/31/2014 EACH 429.91
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)
105 07/31/2014 EACH 703.80
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe
or greater)
106 07/31/2014 EACH 198.90
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500-
Multi-Meter (All meters after 1st meter Installtion)
107 07/31/2014 EACH 255.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including
size 1000- Multi-Meter (All meters after 1st meter Installtion)
108 07/31/2014 EACH 406.98
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500
109 07/31/2014 EACH 384.38
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over
500 through 1000
110 07/31/2014 EACH 389.45

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Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

111 07/31/2014 EACH 429.91

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

112 07/31/2014 EACH 703.80

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

113 07/31/2014 EACH 255.00

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

114 07/31/2014 EACH 306.00

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

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

Amount

(USD)

115 07/31/2014 EACH 406.98

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

116 07/31/2014 EACH 384.38

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

117 07/31/2014 EACH 389.45

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

118 07/31/2014 EACH 429.91

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

119 07/31/2014 EACH 703.80

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

120 07/31/2014 EACH 198.90

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

121 07/31/2014 EACH 255.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

122 07/31/2014 EACH 406.98

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

123 07/31/2014 EACH 384.38

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

124 07/31/2014 EACH 389.45

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

125 07/31/2014 EACH 429.91

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

126 07/31/2014 EACH 703.80

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

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127 07/31/2014 EACH 255.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

128 07/31/2014 EACH 306.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

129 07/31/2014 EACH 296.38

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

130 07/31/2014 EACH 328.75

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

131 07/31/2014 EACH 372.24

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

132 07/31/2014 EACH 703.80

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

133 07/31/2014 EACH 805.80

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

(USD)

Amount

(USD)

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

134 07/31/2014 EACH 198.90

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

135 07/31/2014 EACH 255.00

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

136 07/31/2014 EACH 322.68

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

137 07/31/2014 EACH 389.45

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

138 07/31/2014 EACH 473.40

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

139 07/31/2014 EACH 703.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

140 07/31/2014 EACH 805.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

141 07/31/2014 EACH 198.90

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

142 07/31/2014 EACH 255.00

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

143 07/31/2014 EACH 306.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

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144 07/31/2014 EACH 384.38
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

145 07/31/2014 EACH 408.00
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

146 07/31/2014 EACH 429.91
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

147 07/31/2014 EACH 703.80
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

148 07/31/2014 EACH 406.98
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

149 07/31/2014 EACH 384.38
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

150 07/31/2014 EACH 389.45
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

151 07/31/2014 EACH 429.91
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

152 07/31/2014 EACH 703.80
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Line Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
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(USD)
Amount
(USD)

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

153 07/31/2014 EACH 26.27
Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

154 07/31/2014 EACH 36.72
Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

155 07/31/2014 EACH 148.70
Year Two-Inspection Programs-Vaulted Area Inspection

156 07/31/2014 EACH 81.60
Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

157 07/31/2014 EACH 76.50
Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

158 07/31/2014 EACH 96.90
Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

159 07/31/2014 EACH 61.20
Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

160 07/31/2014 EACH 91.80
Year Two-Inspection Programs-High Pressure Inspection Only

161 07/31/2014 EACH 18.36
Year Two-Inspection Programs-BOPA Referral Inspection

162 07/31/2014 EACH 91.80

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Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only
163 07/31/2014 EACH 117.30

Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only
164 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC
165 07/31/2014 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC
166 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
167 07/31/2014 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
168 07/31/2014 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
169 07/31/2014 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
170 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
171 07/31/2014 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
172 07/31/2014 EACH 142.80

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
173 07/31/2014 EACH 81.60

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
174 07/31/2014 EACH 474.30

Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
175 07/31/2014 EACH 506.94

Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
176 07/31/2014 EACH 107.10

Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
177 07/31/2014 EACH 104.04

Year Two-Miscellaneous Items-Electric meter install/ replace
178 07/31/2014 EACH 163.20

Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
179 07/31/2014 EACH 377.40

Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
180 07/31/2014 EACH 112.20

Year Two-Miscellaneous Items-Odorator Testing
181 07/31/2014 EACH 969.00

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Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
182 07/31/2014 EACH 316.20
Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
183 07/31/2014 EACH 255.00
Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Generated
184 07/31/2014 EACH 214.20
Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
185 07/31/2014 EACH 204.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
186 07/31/2014 EACH 316.20
Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
187 07/31/2014 EACH 224.40
Year Two-Miscellaneous Items-Poor Pressure/ No Gas
188 07/31/2014 EACH 219.30
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
189 07/31/2014 EACH 265.20
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
190 07/31/2014 EACH 433.50
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
191 07/31/2014 EACH 1.41
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
192 07/31/2014 EACH 1.43
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
193 07/31/2014 EACH 1.08
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)
194 07/31/2014 EACH 1.05
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)
195 07/31/2014 EACH 1.10
Year Two-Overtime Rates-Items Performed on Sundays and Holidays
196 07/31/2014 HOUR 208.76
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
197 07/31/2014 HOUR 104.39
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
198 07/31/2014 HOUR 86.70
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
199 07/31/2014 HOUR 313.15
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
200 07/31/2014 HOUR 156.58
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
201 07/31/2015 EACH 340.21
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
202 07/31/2015 EACH 392.07
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
203 07/31/2015 EACH 416.16
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)
204 07/31/2015 EACH 438.50
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)
205 07/31/2015 EACH 717.88

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Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

206 07/31/2015 EACH 202.88

Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

207 07/31/2015 EACH 260.10

Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

208 07/31/2015 EACH 415.12

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

209 07/31/2015 EACH 392.07

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

210 07/31/2015 EACH 397.23

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

211 07/31/2015 EACH 438.50

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

212 07/31/2015 EACH 717.88

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

213 07/31/2015 EACH 260.10

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

214 07/31/2015 EACH 312.12

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

215 07/31/2015 EACH 415.12

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

216 07/31/2015 EACH 392.07

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

217 07/31/2015 EACH 397.23

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

218 07/31/2015 EACH 438.50

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

Amount

(USD)

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

219 07/31/2015 EACH 717.88

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

220 07/31/2015 EACH 202.88

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

221 07/31/2015 EACH 260.10

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

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222 07/31/2015 EACH 415.12

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

223 07/31/2015 EACH 392.07

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

224 07/31/2015 EACH 397.23

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

225 07/31/2015 EACH 438.50

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

226 07/31/2015 EACH 717.88

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

227 07/31/2015 EACH 260.10

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

228 07/31/2015 EACH 312.12

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

229 07/31/2015 EACH 302.31

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

230 07/31/2015 EACH 335.33

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

231 07/31/2015 EACH 379.69

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

232 07/31/2015 EACH 717.88

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

233 07/31/2015 EACH 821.92

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

234 07/31/2015 EACH 202.88

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

235 07/31/2015 EACH 260.10

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

236 07/31/2015 EACH 329.14

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to Blanket Purchase Agreement 4007583, 1

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

(USD)

Amount

(USD)

and incl. size 500

237 07/31/2015 EACH 397.23

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

238 07/31/2015 EACH 482.87

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations

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Rotary/Flange/Turbine(2-3 Inch Pipe)

239 07/31/2015 EACH 717.88

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (4 Inch Pipe)

240 07/31/2015 EACH 821.92

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (6 inch pipe or greater)

241 07/31/2015 EACH 202.88

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

242 07/31/2015 EACH 260.10

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

243 07/31/2015 EACH 312.12

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

244 07/31/2015 EACH 392.07

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

245 07/31/2015 EACH 416.16

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

246 07/31/2015 EACH 438.50

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

247 07/31/2015 EACH 717.88

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

248 07/31/2015 EACH 415.12

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

249 07/31/2015 EACH 392.07

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

250 07/31/2015 EACH 397.23

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

251 07/31/2015 EACH 438.50

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

252 07/31/2015 EACH 717.88

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

253 07/31/2015 EACH 26.79

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

254 07/31/2015 EACH 37.45

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

255 07/31/2015 EACH 151.67

Year Three-Inspection Programs-Vaulted Area Inspection

256 07/31/2015 EACH 83.23

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

(USD)

Amount

(USD)

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or

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intersection (location is consider corner to corner)

257 07/31/2015 EACH 78.03

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

258 07/31/2015 EACH 98.84

Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

259 07/31/2015 EACH 62.42

Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

260 07/31/2015 EACH 93.64

Year Three-Inspection Programs-High Pressure Inspection Only

261 07/31/2015 EACH 18.73

Year Three-Inspection Programs-BOPA Referral Inspection

262 07/31/2015 EACH 93.64

Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

263 07/31/2015 EACH 119.65

Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

264 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

265 07/31/2015 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

266 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

267 07/31/2015 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

268 07/31/2015 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

269 07/31/2015 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

270 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

271 07/31/2015 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

272 07/31/2015 EACH 145.66

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

273 07/31/2015 EACH 83.23

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

274 07/31/2015 EACH 483.79

Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

275 07/31/2015 EACH 517.08

Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

276 07/31/2015 EACH 109.24

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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
	(USD)						
	Amount						
	(USD)						
	Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)						
277	07/31/2015 EACH						106.12
	Year Three-Miscellaneous Items-Electric meter install/ replace						
278	07/31/2015 EACH						166.46
	Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)						
279	07/31/2015 EACH						384.95
	Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)						
280	07/31/2015 EACH						114.44
	Year Three-Miscellaneous Items-Odorator Testing						
281	07/31/2015 EACH						988.38
	Year Three-Miscellaneous Items-Building by Pass (CNG Cart)						
282	07/31/2015 EACH						322.52
	Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched						
283	07/31/2015 EACH						260.10
	Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Generated						
284	07/31/2015 EACH						218.48
	Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched						
285	07/31/2015 EACH						208.08
	Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated						
286	07/31/2015 EACH						322.52
	Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck						
287	07/31/2015 EACH						228.89
	Year Three-Miscellaneous Items-Poor Pressure/ No Gas						
288	07/31/2015 EACH						223.69
	Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe						
289	07/31/2015 EACH						270.50
	Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe						
290	07/31/2015 EACH						442.17
	Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater						
291	07/31/2015 EACH						1.44
	Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)						
292	07/31/2015 EACH						1.46
	Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays						
293	07/31/2015 EACH						1.10
	Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)						
294	07/31/2015 EACH						1.07
	Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)						
295	07/31/2015 EACH						1.12
	Year Three-Overtime Rates-Items Performed on Sundays and Holidays						
296	07/31/2015 HOUR						212.94
	Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment						
297	07/31/2015 HOUR						106.47
	Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment						
298	07/31/2015 HOUR						88.43
	Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey						
299	07/31/2015 HOUR						319.41
	Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment						
300	07/31/2015 HOUR						159.71
	Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment						
301	NS0185225 EACH						327.00
	Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500						

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302 NS0185226 EACH 376.85
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

303 NS0185227 EACH 400.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

304 NS0185228 EACH 421.48
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

305 NS0185229 EACH 690.00
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

306 NS0185230 EACH 195.00
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

307 NS0185231 EACH 250.00
Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

308 NS0185232 EACH 399.00
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

309 NS0185233 EACH 376.85
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

310 NS0185234 EACH 381.81
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

311 NS0185235 EACH 421.48
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

312 NS0185236 EACH 690.00
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

313 NS0185237 EACH 250.00
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

314 NS0185238 EACH 300.00
Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

316 NS0185240 EACH 376.85
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

317 NS0185241 EACH 381.81
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

318 NS0185242 EACH 421.48
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

319 NS0185243 EACH 690.00
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

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320 NS0185244 EACH 195.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

321 NS0185245 EACH 250.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

322 NS0185246 EACH 399.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Blanket Purchase Agreement 4007583, 1

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

Amount

(USD)

Exchange up to and including size 500

323 NS0185247 EACH 376.85

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

324 NS0185248 EACH 381.81

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

325 NS0185249 EACH 421.48

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

326 NS0185250 EACH 690.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

327 NS0185251 EACH 250.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

328 NS0185252 EACH 300.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

329 NS0185253 EACH 290.57

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and including size 500

330 NS0185254 EACH 322.31

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

331 NS0185255 EACH 364.95

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

332 NS0185256 EACH 690.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

333 NS0185257 EACH 790.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

334 NS0185258 EACH 195.00

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

335 NS0185259 EACH 250.00

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

336 NS0185260 EACH 316.36

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to

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and incl. size 500

337 NS0185261 EACH 381.81

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

338 NS0185262 EACH 464.12

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

339 NS0185263 EACH 690.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

340 NS0185264 EACH 790.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

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

Amount

(USD)

341 NS0185265 EACH 195.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

342 NS0185266 EACH 250.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

343 NS0185267 EACH 300.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

344 NS0185268 EACH 376.85

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

345 NS0185269 EACH 400.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

346 NS0185270 EACH 421.48

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

347 NS0185271 EACH 690.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

348 NS0185272 EACH 399.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

349 NS0185273 EACH 376.85

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

350 NS0185274 EACH 381.81

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

351 NS0185275 EACH 421.48

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

352 NS0185276 EACH 690.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

353 NS0185277 EACH 25.75

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

354 NS0185278 EACH 36.00

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Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

355 NS0185279 EACH 145.78

Year One-Inspection Programs-Vaulted Area Inspection

356 NS0185280 EACH 80.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

357 NS0185281 EACH 75.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

358 NS0185282 EACH 95.00

Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

359 NS0185283 EACH 60.00

Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

360 NS0185284 EACH 90.00

Year One-Inspection Programs-High Pressure Inspection Only

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

Amount

(USD)

361 NS0185285 EACH 18.00

Year One-Inspection Programs-BOPA Referral Inspection

362 NS0185286 EACH 90.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

363 NS0185287 EACH 115.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

364 NS0185288 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

365 NS0185289 EACH 160.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

366 NS0185290 EACH 130.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

367 NS0185291 EACH 160.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

368 NS0185292 EACH 190.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

369 NS0185293 EACH 190.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

370 NS0185294 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

371 NS0185295 EACH 160.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

372 NS0185296 EACH 140.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

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373 NS0185297 EACH 80.00
Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

374 NS0185298 EACH 465.00
Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

375 NS0185299 EACH 497.00
Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

376 NS0185300 EACH 105.00
Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

377 NS0185301 EACH 102.00
Year One-Miscellaneous Items-Electric meter install/ replace

378 NS0185302 EACH 160.00
Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

379 NS0185303 EACH 370.00
Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

380 NS0185304 EACH 110.00
Year One-Miscellaneous Items-Odorator Testing

381 NS0185305 EACH 950.00
Year One-Miscellaneous Items-Building by Pass (CNG Cart)

382 NS0185306 EACH 310.00
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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)
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Amount (USD)

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

383 NS0185307 EACH 250.00
Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated

384 NS0185308 EACH 210.00
Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

385 NS0185309 EACH 200.00
Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

387 NS0185311 EACH 220.00
Year One-Miscellaneous Items-Poor Pressure/ No Gas

388 NS0185312 EACH 215.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

389 NS0185313 EACH 260.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

390 NS0185314 EACH 425.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

391 NS0185315 EACH 1.38
Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

392 NS0185316 EACH 1.40
Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

393 NS0185317 EACH 1.06
Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)

394 NS0185318 EACH 1.03
Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)

395 NS0185319 EACH 1.08
Year One-Overtime Rates-Items Performed on Sundays and Holidays

396 NS0185320 HOUR 204.67
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

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397 NS0185321 HOUR 102.34
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

398 NS0185322 HOUR 85.00
Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

399 NS0185323 HOUR 307.01
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

400 NS0185324 HOUR 153.51
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

401 NS0185325 EACH 333.54
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

402 NS0185326 EACH 384.38
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

403 NS0185327 EACH 408.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

404 NS0185328 EACH 429.91
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

405 NS0185329 EACH 703.80
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

406 NS0185330 EACH 198.90
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

407 NS0185331 EACH 255.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

408 NS0185332 EACH 406.98
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)
Amount (USD)

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

409 NS0185333 EACH 384.38
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

410 NS0185334 EACH 389.45
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

411 NS0185335 EACH 429.91
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

412 NS0185336 EACH 703.80
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

413 NS0185337 EACH 255.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

414 NS0185338 EACH 306.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

415 NS0185339 EACH 406.98
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and

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including size 500
416 NS0185340 EACH 384.38
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000
417 NS0185341 EACH 389.45
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
418 NS0185342 EACH 429.91
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)
419 NS0185343 EACH 703.80
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
420 NS0185344 EACH 198.90
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
421 NS0185345 EACH 255.00
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
422 NS0185346 EACH 406.98
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500
423 NS0185347 EACH 384.38
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000
424 NS0185348 EACH 389.45
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
425 NS0185349 EACH 429.91
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)
426 NS0185350 EACH 703.80
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Blanket Purchase Agreement 4007583, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
427 NS0185351 EACH 255.00
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
428 NS0185352 EACH 306.00
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
429 NS0185353 EACH 296.38
Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500
430 NS0185354 EACH 328.75
Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000
431 NS0185355 EACH 372.24
Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)
432 NS0185356 EACH 703.80

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Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine(4 Inch Pipe)

433 NS0185357 EACH 805.80

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)

434 NS0185358 EACH 198.90

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including
size 500- Multi-Meter (All meters after 1st meter Installtion)

435 NS0185359 EACH 255.00

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and
including size 1000- Multi-Meter (All meters after 1st meter Installtion)

436 NS0185360 EACH 322.68

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to
and incl. size 500

437 NS0185361 EACH 389.45

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over
500 to 1000

438 NS0185362 EACH 473.40

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine(2-3 Inch Pipe)

439 NS0185363 EACH 703.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine (4 Inch Pipe)

440 NS0185364 EACH 805.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)

441 NS0185365 EACH 198.90

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and
including size 500- Multi-Meter (All meters after 1st meter Installtion)

442 NS0185366 EACH 255.00

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up
to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

443 NS0185367 EACH 306.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

444 NS0185368 EACH 384.38

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

445 NS0185369 EACH 408.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

2-3 Inch Pipe)

446 NS0185370 EACH 429.91

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4
Inch Pipe)

447 NS0185371 EACH 703.80

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6
inch pipe or greater)

448 NS0185372 EACH 406.98

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition
up to 500

449 NS0185373 EACH 384.38

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition

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over 500 to 1000

450 NS0185374 EACH 389.45

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

451 NS0185375 EACH 429.91

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

452 NS0185376 EACH 703.80

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

453 NS0185377 EACH 26.27

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

455 NS0185379 EACH 148.70

Year Two-Inspection Programs-Vaulted Area Inspection

456 NS0185380 EACH 81.60

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

457 NS0185381 EACH 76.50

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

458 NS0185382 EACH 96.90

Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

459 NS0185383 EACH 61.20

Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

460 NS0185384 EACH 91.80

Year Two-Inspection Programs-High Pressure Inspection Only

461 NS0185385 EACH 18.36

Year Two-Inspection Programs-BOPA Referral Inspection

462 NS0185386 EACH 91.80

Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

463 NS0185387 EACH 117.30

Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

464 NS0185388 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

465 NS0185389 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

466 NS0185390 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

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

(USD)

Amount

(USD)

467 NS0185391 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

468 NS0185392 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

469 NS0185393 EACH 193.80

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Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
470 NS0185394 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
471 NS0185395 EACH 163.20

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
472 NS0185396 EACH 142.80

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
473 NS0185397 EACH 81.60

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
474 NS0185398 EACH 474.30

Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
475 NS0185399 EACH 506.94

Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
476 NS0185400 EACH 107.10

Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
477 NS0185401 EACH 104.04

Year Two-Miscellaneous Items-Electric meter install/ replace
478 NS0185402 EACH 163.20

Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
479 NS0185403 EACH 377.40

Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
480 NS0185404 EACH 112.20

Year Two-Miscellaneous Items-Odorator Testing
481 NS0185405 EACH 969.00

Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
482 NS0185406 EACH 316.20

Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
483 NS0185407 EACH 255.00

Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated
484 NS0185408 EACH 214.20

Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
485 NS0185409 EACH 204.00

Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
486 NS0185410 EACH 316.20

Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
487 NS0185411 EACH 224.40

Year Two-Miscellaneous Items-Poor Pressure/ No Gas
488 NS0185412 EACH 219.30

Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
489 NS0185413 EACH 265.20

Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
490	NS0185414	EACH					433.50	

Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

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491 NS0185415 EACH 1.41
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

492 NS0185416 EACH 1.43
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

493 NS0185417 EACH 1.08
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)

494 NS0185418 EACH 1.05
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)

495 NS0185419 EACH 1.10
Year Two-Overtime Rates-Items Performed on Sundays and Holidays

496 NS0185420 HOUR 208.76
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

497 NS0185421 HOUR 104.39
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

498 NS0185422 HOUR 86.70
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

499 NS0185423 HOUR 313.15
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

500 NS0185424 HOUR 156.58
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

501 NS0185425 EACH 340.21
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

502 NS0185426 EACH 392.07
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

503 NS0185427 EACH 416.16
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

504 NS0185428 EACH 438.50
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

505 NS0185429 EACH 717.88
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

506 NS0185430 EACH 202.88
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

507 NS0185431 EACH 260.10
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

508 NS0185432 EACH 415.12
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

509 NS0185433 EACH 392.07
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

510 NS0185434 EACH 397.23
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

511 NS0185435 EACH 438.50
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

512 NS0185436 EACH 717.88
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange

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

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(USD)

Amount

(USD)

Rotary/Flange/Turbine(6 inch pipe or greater)

513 NS0185437 EACH 260.10

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

514 NS0185438 EACH 312.12

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

515 NS0185439 EACH 415.12

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

516 NS0185440 EACH 392.07

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

517 NS0185441 EACH 397.23

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange

Rotary/Flange/Turbine (2-3 Inch Pipe)

518 NS0185442 EACH 438.50

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange

Rotary/Flange/Turbine(4 Inch Pipe)

519 NS0185443 EACH 717.88

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange

Rotary/Flange/Turbine(6 inch pipe or greater)

520 NS0185444 EACH 202.88

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

521 NS0185445 EACH 260.10

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

522 NS0185446 EACH 415.12

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

523 NS0185447 EACH 392.07

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

524 NS0185448 EACH 397.23

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

525 NS0185449 EACH 438.50

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

526 NS0185450 EACH 717.88

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

527 NS0185451 EACH 260.10

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

528 NS0185452 EACH 312.12

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

529 NS0185453 EACH 302.31

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

530 NS0185454 EACH 335.33

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Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

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

(USD)

Amount

(USD)

531 NS0185455 EACH 379.69

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

532 NS0185456 EACH 717.88

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

533 NS0185457 EACH 821.92

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

534 NS0185458 EACH 202.88

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

535 NS0185459 EACH 260.10

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

536 NS0185460 EACH 329.14

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

537 NS0185461 EACH 397.23

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

538 NS0185462 EACH 482.87

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

539 NS0185463 EACH 717.88

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

540 NS0185464 EACH 821.92

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

541 NS0185465 EACH 202.88

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

542 NS0185466 EACH 260.10

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

543 NS0185467 EACH 312.12

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

544 NS0185468 EACH 392.07

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

545 NS0185469 EACH 416.16

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

546 NS0185470 EACH 438.50

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

547 NS0185471 EACH 717.88

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6

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inch pipe or greater)

548 NS0185472 EACH 415.12

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

549 NS0185473 EACH 392.07

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

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

Amount

(USD)

550 NS0185474 EACH 397.23

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

551 NS0185475 EACH 438.50

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

552 NS0185476 EACH 717.88

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

553 NS0185477 EACH 26.79

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

554 NS0185478 EACH 37.45

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

555 NS0185479 EACH 151.67

Year Three-Inspection Programs-Vaulted Area Inspection

556 NS0185480 EACH 83.23

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

557 NS0185481 EACH 78.03

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

558 NS0185482 EACH 98.84

Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

559 NS0185483 EACH 62.42

Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

560 NS0185484 EACH 93.64

Year Three-Inspection Programs-High Pressure Inspection Only

561 NS0185485 EACH 18.73

Year Three-Inspection Programs-BOPA Referral Inspection

562 NS0185486 EACH 93.64

Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

563 NS0185487 EACH 119.65

Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

564 NS0185488 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

565 NS0185489 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

566 NS0185490 EACH 135.25

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Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

567 NS0185491 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

568 NS0185492 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

569 NS0185493 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

570 NS0185494 EACH 135.25

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

(USD)

Amount

(USD)

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

571 NS0185495 EACH 166.46

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

572 NS0185496 EACH 145.66

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

573 NS0185497 EACH 83.23

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

574 NS0185498 EACH 483.79

Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

575 NS0185499 EACH 517.08

Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

576 NS0185500 EACH 109.24

Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

577 NS0185501 EACH 106.12

Year Three-Miscellaneous Items-Electric meter install/ replace

578 NS0185502 EACH 166.46

Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

579 NS0185503 EACH 384.95

Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

580 NS0185504 EACH 114.44

Year Three-Miscellaneous Items-Odorator Testing

581 NS0185505 EACH 988.38

Year Three-Miscellaneous Items-Building by Pass (CNG Cart)

582 NS0185506 EACH 322.52

Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

583 NS0185507 EACH 260.10

Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated

584 NS0185508 EACH 218.48

Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

585 NS0185509 EACH 208.08

Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

586 NS0185510 EACH 322.52

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Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck
587 NS0185511 EACH 228.89
Year Three-Miscellaneous Items-Poor Pressure/ No Gas
588 NS0185512 EACH 223.69
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
589 NS0185513 EACH 270.50
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
590 NS0185514 EACH 442.17
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
591 NS0185515 EACH 1.44
Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
592 NS0185516 EACH 1.46
Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
593 NS0185517 EACH 1.10
Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)
594 NS0185518 EACH 1.07
Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
595 NS0185519 EACH 1.12
Year Three-Overtime Rates-Items Performed on Sundays and Holidays
596 NS0185520 HOUR 212.94
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
597 NS0185521 HOUR 106.47
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
598 NS0185522 HOUR 88.43
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
599 NS0185523 HOUR 319.41
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
600 NS0185524 HOUR 159.71
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
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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

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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.

ANTI-KICKBACK 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.

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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 "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).

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EQUAL OPPORTUNITY

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(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 Blanket Purchase Agreement 4007583,

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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 "

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Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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GIFT POLICY

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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).

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Construction Terms and Conditions

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

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of

CONSTRUCTION CONTRACTS

December 7, 2010

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1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings

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and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract. Blanket Purchase Agreement 4007583,

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

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

2.Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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3.Specifications, Plans, and Drawings

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

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

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

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

D.Where required by the Purchase Order, 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.

4.Price and Payment

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase.

All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall

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be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Blanket Purchase Agreement 4007583,

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

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

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Blanket Purchase Agreement 4007583,

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

H.Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5.Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and Blanket Purchase Agreement 4007583,

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written

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notice and full particulars of the cause of any delay 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.

7.Safeguards in Work

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

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

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test Blanket Purchase Agreement 4007583,

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all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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

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

F.Contractors shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

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jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other Blanket Purchase Agreement 4007583,

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9. Contractor's Performance

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

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

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

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

(b) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire

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performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(c) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by Blanket Purchase Agreement 4007583,

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Blanket Purchase Agreement 4007583,

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any and all tests and comply with all performance requirements contained in the Contract.

The warranty of good title shall be unlimited in time.

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

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

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

(a) Labor

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

(b) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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

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

D. In the absence of a written direction described in the preceding paragraph C, if Contractor

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available.

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

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

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specified documents to establish both an individual's identity and legal authorization to work.

Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

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C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative. If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For 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 Blanket Purchase Agreement 4007583,

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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 12 above.

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

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

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

16. Claims

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

B. For each claim for Non-Contract Work, as defined in (A)(i), Contractor must give written notice to Con Edison's designated representative within 5 days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was

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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 Cost, as defined in (A)(ii), Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page, section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Blanket Purchase Agreement 4007583,

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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

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(2) 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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract.

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Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Blanket Purchase Agreement 4007583,

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be

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worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

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20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the

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specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(a) halt the continuation of such Work; and

(b) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(c) perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or

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

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25. Subcontracting

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided

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Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment

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an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and Blanket Purchase Agreement 4007583,

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

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

Blanket Purchase Agreement 4007583,

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. Contractor acknowledges that its violation

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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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

37. Insurance. 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" Blanket Purchase Agreement 4007583,

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 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. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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

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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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Blanket Purchase Agreement 4007583,

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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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers'

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Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Blanket Purchase Agreement 4007583,

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Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Blanket Purchase Agreement 4007583,

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that Contractor demonstrates that a cancellation of the Contract for default is erroneous, the

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cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Blanket Purchase Agreement 4007583,

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Blanket Purchase Agreement 4007583,

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

52. Submission to Jurisdiction/Choice of Forum

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

B. Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 2

CONTRACTOR: PRECISION PIPELINE SOLUTIONS

PURCHASE ORDER NUMBER: 4007701

BID COMPARISON

\$12,486,257

\$35,799,254

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Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4007701**

Revision **2**

PO Approved Date **12/21/2012**

Revision Date **12/21/2012**

Current Buyer **Steven Sebastopoli**

Supplier: **PRECISION PIPELINE SOLUTIONS**

617 LITTLE BRITAIN RD STE 200

NEW WINDSOR, NY 12553

UNITED STATES

Supplier

Contact:

SELANDER JON

(845) 566-8334

Key

ConEd

Contact:

Steven Sebastopoli

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

9749 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

08/01/2012 07/31/2015 11,625,779.91

Notes: Bronx -Gas Meter Exchange and Inspection Program

Revison 001 created to insert NS numbers for internal payment purpose only. All Terms, Conditions and Prices remain unvahnged as per the original PO.

The Scope of Work Shall include but not limited to: Furnish all labor, material (other than company material), equipment, insurance and supervision for the Gas Meter Exchange and Inspection Program in the Bronx. .

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

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirements (C-CM-003R1) dated June 7, 2008.

Expenditure Limitation: The maximum expenditure authorized under Purchase Order is 11,625,779.91. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation and the contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed modification to this Purchase Order.

Con Edison Representative is:

Kevin Kelly 718-579-1273

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This Purchase Order will be performed in accordance with the following:

- Con Edison's invitation to Bid Event # 36696 dated March 9, 2012 and all documents referenced

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therein.

- Con Edison's Standard Terms and Conditions of Construction Contract's dated December 7, 2010.
- Con Edison's Gas Meter Exchange Work Scope Revision 3 dated February 29, 2012.
- PRECISION PIPELINE SOLUTIONS signed Offer, Exception, Disclosure, and Compliance Form dated March 5, 2012.
- Con Edison's Clarification/Addendum dated March 1, 2012.

A total of one Addendum was issued.

- Pre- Award Meeting Minutes dated May 10, 2012.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this Bid Event (#36696) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

Revision 001 created to insert NS numbers for internal payment purpose only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Revision 002 created to add items 301, 302, and 302D. All terms, conditions and pricing remain unchanged as per the original PO and all previous modifications.

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 07/31/2013 EACH 169.94

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

2 07/31/2013 EACH 257.16

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

3 07/31/2013 EACH 335.68

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

4 07/31/2013 EACH 360.86

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

5 07/31/2013 EACH 642.90

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

6 07/31/2013 EACH 74.18

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

7 07/31/2013 EACH 171.44

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

8 07/31/2013 EACH 196.16

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

9 07/31/2013 EACH 300.02

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

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

Amount

(USD)

10 07/31/2013 EACH 388.13

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

11 07/31/2013 EACH 413.31

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

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12 07/31/2013 EACH 685.76

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

13 07/31/2013 EACH 79.13

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

14 07/31/2013 EACH 171.44

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

15 07/31/2013 EACH 149.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

16 07/31/2013 EACH 257.16

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

17 07/31/2013 EACH 335.68

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

18 07/31/2013 EACH 360.86

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

19 07/31/2013 EACH 642.90

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

20 07/31/2013 EACH 74.18

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

21 07/31/2013 EACH 155.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

22 07/31/2013 EACH 196.16

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

23 07/31/2013 EACH 300.02

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

24 07/31/2013 EACH 325.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

25 07/31/2013 EACH 413.31

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

26 07/31/2013 EACH 685.76

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

27 07/31/2013 EACH 79.13

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

28 07/31/2013 EACH 171.44

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

(USD)

Amount

(USD)

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter

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Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installation)
29 07/31/2013 EACH 165.74

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and including size 500

30 07/31/2013 EACH 214.30

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

31 07/31/2013 EACH 325.19

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

32 07/31/2013 EACH 618.91

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

33 07/31/2013 EACH 618.91

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

34 07/31/2013 EACH 74.18

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installation)

35 07/31/2013 EACH 171.44

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installation)

36 07/31/2013 EACH 188.58

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to and including size 500

37 07/31/2013 EACH 300.02

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

38 07/31/2013 EACH 394.31

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

39 07/31/2013 EACH 618.91

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

40 07/31/2013 EACH 685.76

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

41 07/31/2013 EACH 74.18

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installation)

42 07/31/2013 EACH 171.44

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installation)

43 07/31/2013 EACH 169.94

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

44 07/31/2013 EACH 257.16

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

45 07/31/2013 EACH 335.68

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

46 07/31/2013 EACH 360.86

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

47 07/31/2013 EACH 590.00

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

(USD)

Amount

(USD)

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

48 07/31/2013 EACH 196.16

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

49 07/31/2013 EACH 300.02

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

50 07/31/2013 EACH 388.13

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

51 07/31/2013 EACH 413.31

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

52 07/31/2013 EACH 685.76

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

53 07/31/2013 EACH 23.00

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

54 07/31/2013 EACH 70.00

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

55 07/31/2013 EACH 128.58

Year One-Inspection Programs-Vaulted Area Inspection

56 07/31/2013 EACH 71.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

57 07/31/2013 EACH 51.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

58 07/31/2013 EACH 108.00

Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

59 07/31/2013 EACH 80.00

Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

60 07/31/2013 EACH 80.00

Year One-Inspection Programs-High Pressure Inspection Only

61 07/31/2013 EACH 18.00

Year One-Inspection Programs-BOPA Referral Inspection

62 07/31/2013 EACH 90.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

63 07/31/2013 EACH 115.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

64 07/31/2013 EACH 80.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

65 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

66 07/31/2013 EACH 80.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1

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to 3 Family)-including relights Gas only-CTO

67 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to Blanket Purchase Agreement 4007701, 2

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

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(USD)

3 Family)-including relights Gas only-CTO

68 07/31/2013 EACH 190.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

69 07/31/2013 EACH 190.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

70 07/31/2013 EACH 80.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

71 07/31/2013 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

72 07/31/2013 EACH 140.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

73 07/31/2013 EACH 80.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

74 07/31/2013 EACH 400.00

Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

75 07/31/2013 EACH 450.00

Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

76 07/31/2013 EACH 92.31

Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

77 07/31/2013 EACH 98.91

Year One-Miscellaneous Items-Electric meter install/ replace

78 07/31/2013 EACH 128.58

Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

79 07/31/2013 EACH 171.44

Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

80 07/31/2013 EACH 75.00

Year One-Miscellaneous Items-Odorator Testing

81 07/31/2013 EACH 550.00

Year One-Miscellaneous Items-Building by Pass (CNG Cart)

82 07/31/2013 EACH 310.00

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

83 07/31/2013 EACH 250.00

Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated

84 07/31/2013 EACH 210.00

Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

85 07/31/2013 EACH 200.00

Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

86 07/31/2013 EACH 310.00

Year One-Miscellaneous Items-Leak Surveillance Follow up/Recheck

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87 07/31/2013 EACH 220.00
Year One-Miscellaneous Items-Poor Pressure/ No Gas

88 07/31/2013 EACH 215.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

89 07/31/2013 EACH 260.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

90 07/31/2013 EACH 425.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
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(USD)

91 07/31/2013 EACH 1.38
Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

92 07/31/2013 EACH 1.40
Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

93 07/31/2013 EACH 1.06
Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)

94 07/31/2013 EACH 1.03
Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)

95 07/31/2013 EACH 1.08
Year One-Overtime Rates-Items Performed on Sundays and Holidays

96 07/31/2013 HOUR 184.62
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

97 07/31/2013 HOUR 95.46
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

98 07/31/2013 HOUR 79.00
Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

99 07/31/2013 HOUR 276.93
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

100 07/31/2013 HOUR 143.19
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

101 07/31/2014 EACH 173.34
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

102 07/31/2014 EACH 262.30
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

103 07/31/2014 EACH 342.39
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)

104 07/31/2014 EACH 368.08
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)

105 07/31/2014 EACH 655.76
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe
or greater)

106 07/31/2014 EACH 75.66
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500-
Multi-Meter (All meters after 1st meter Installtion)

107 07/31/2014 EACH 174.87
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including
size 1000- Multi-Meter (All meters after 1st meter Installtion)

108 07/31/2014 EACH 200.08
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500

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109 07/31/2014 EACH 306.02
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

110 07/31/2014 EACH 395.89
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

111 07/31/2014 EACH 421.58
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

112 07/31/2014 EACH 699.48
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

113 07/31/2014 EACH 80.71
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
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(USD)

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

114 07/31/2014 EACH 174.87
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

115 07/31/2014 EACH 151.98
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

116 07/31/2014 EACH 262.30
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

117 07/31/2014 EACH 342.39
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

118 07/31/2014 EACH 368.08
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

119 07/31/2014 EACH 655.76
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

120 07/31/2014 EACH 75.66
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

121 07/31/2014 EACH 158.10
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

122 07/31/2014 EACH 200.08
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

123 07/31/2014 EACH 306.02
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

124 07/31/2014 EACH 331.50
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

125 07/31/2014 EACH 421.58
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter

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Exchange Rotary/Flange/Turbine (4 Inch Pipe)

126 07/31/2014 EACH 699.48

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

127 07/31/2014 EACH 80.71

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

128 07/31/2014 EACH 174.87

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

129 07/31/2014 EACH 169.05

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

130 07/31/2014 EACH 218.59

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

131 07/31/2014 EACH 331.69

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations

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

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Rotary/Flange/Turbine (2-3 Inch Pipe)

132 07/31/2014 EACH 631.29

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations

Rotary/Flange/Turbine(4 Inch Pipe)

133 07/31/2014 EACH 631.29

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations

Rotary/Flange/Turbine (6 inch pipe or greater)

134 07/31/2014 EACH 75.66

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

135 07/31/2014 EACH 174.87

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

136 07/31/2014 EACH 192.36

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

137 07/31/2014 EACH 306.02

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

138 07/31/2014 EACH 402.20

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine(2-3 Inch Pipe)

139 07/31/2014 EACH 631.29

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (4 Inch Pipe)

140 07/31/2014 EACH 699.48

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (6 inch pipe or greater)

141 07/31/2014 EACH 75.66

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

142 07/31/2014 EACH 174.87

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Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

143 07/31/2014 EACH 173.34

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

144 07/31/2014 EACH 262.30

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

145 07/31/2014 EACH 342.39

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

146 07/31/2014 EACH 368.08

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

147 07/31/2014 EACH 601.80

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

148 07/31/2014 EACH 200.08

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

149 07/31/2014 EACH 306.02

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

150 07/31/2014 EACH 395.89

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Blanket Purchase Agreement 4007701, 2

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

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Amount

(USD)

Rotary/Flange/Turbine (2-3 Inch Pipe)

151 07/31/2014 EACH 421.58

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

152 07/31/2014 EACH 699.48

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

153 07/31/2014 EACH 23.46

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

154 07/31/2014 EACH 71.40

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

155 07/31/2014 EACH 131.15

Year Two-Inspection Programs-Vaulted Area Inspection

156 07/31/2014 EACH 72.42

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

157 07/31/2014 EACH 52.02

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

158 07/31/2014 EACH 110.16

Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

159 07/31/2014 EACH 81.60

Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

160 07/31/2014 EACH 81.60

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Year Two-Inspection Programs-High Pressure Inspection Only
161 07/31/2014 EACH 18.36

Year Two-Inspection Programs-BOPA Referral Inspection
162 07/31/2014 EACH 91.80

Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only
163 07/31/2014 EACH 117.30

Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only
164 07/31/2014 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC
165 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC
166 07/31/2014 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
167 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
168 07/31/2014 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
169 07/31/2014 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
170 07/31/2014 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
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Amount
(USD)
171 07/31/2014 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
172 07/31/2014 EACH 142.80

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
173 07/31/2014 EACH 81.60

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
174 07/31/2014 EACH 408.00

Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
175 07/31/2014 EACH 459.00

Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
176 07/31/2014 EACH 94.16

Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
177 07/31/2014 EACH 100.89

Year Two-Miscellaneous Items-Electric meter install/ replace
178 07/31/2014 EACH 131.15

Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
179 07/31/2014 EACH 174.87

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Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
180 07/31/2014 EACH 76.50
Year Two-Miscellaneous Items-Odorator Testing
181 07/31/2014 EACH 561.00
Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
182 07/31/2014 EACH 316.20
Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
183 07/31/2014 EACH 255.00
Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Generated
184 07/31/2014 EACH 214.20
Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
185 07/31/2014 EACH 204.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
186 07/31/2014 EACH 316.20
Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
187 07/31/2014 EACH 224.40
Year Two-Miscellaneous Items-Poor Pressure/ No Gas
188 07/31/2014 EACH 219.30
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
189 07/31/2014 EACH 265.20
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
190 07/31/2014 EACH 433.50
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
191 07/31/2014 EACH 1.41
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
192 07/31/2014 EACH 1.43
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
193 07/31/2014 EACH 1.08
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)
194 07/31/2014 EACH 1.05
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)
195 07/31/2014 EACH 1.10
Year Two-Overtime Rates-Items Performed on Sundays and Holidays
Blanket Purchase Agreement 4007701, 2
Proprietary and Confidential Page 12 of 71
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
196 07/31/2014 HOUR 188.31
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
197 07/31/2014 HOUR 97.37
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
198 07/31/2014 HOUR 80.58
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
199 07/31/2014 HOUR 282.47
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
200 07/31/2014 HOUR 146.05
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
201 07/31/2015 EACH 176.81
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
202 07/31/2015 EACH 267.55
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
203 07/31/2015 EACH 349.24
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)

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204 07/31/2015 EACH 375.44
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

205 07/31/2015 EACH 668.87
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

206 07/31/2015 EACH 77.18
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

207 07/31/2015 EACH 178.37
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)

208 07/31/2015 EACH 204.08
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

209 07/31/2015 EACH 312.14
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

210 07/31/2015 EACH 403.81
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

211 07/31/2015 EACH 430.01
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

212 07/31/2015 EACH 713.46
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

213 07/31/2015 EACH 82.32
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

214 07/31/2015 EACH 178.37
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)

215 07/31/2015 EACH 155.02
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

216 07/31/2015 EACH 267.55
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through Blanket Purchase Agreement 4007701, 2

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)
Amount (USD)
1000

217 07/31/2015 EACH 349.24
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

218 07/31/2015 EACH 375.44
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

219 07/31/2015 EACH 668.87
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

220 07/31/2015 EACH 77.18
Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and

Contains Confidential Commercial Information

including size 500- Multi-Meter (All meters after 1st meter Installtion)

221 07/31/2015 EACH 161.26

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

222 07/31/2015 EACH 204.08

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

223 07/31/2015 EACH 312.14

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

224 07/31/2015 EACH 338.13

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

225 07/31/2015 EACH 430.01

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

226 07/31/2015 EACH 713.46

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

227 07/31/2015 EACH 82.33

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

228 07/31/2015 EACH 178.37

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

229 07/31/2015 EACH 172.44

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

230 07/31/2015 EACH 222.96

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

231 07/31/2015 EACH 338.33

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

232 07/31/2015 EACH 643.91

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

233 07/31/2015 EACH 643.91

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

234 07/31/2015 EACH 77.18

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

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

Amount

(USD)

235 07/31/2015 EACH 178.37

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

236 07/31/2015 EACH 196.20

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

237 07/31/2015 EACH 312.14

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Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

238 07/31/2015 EACH 410.24

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

239 07/31/2015 EACH 643.91

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

240 07/31/2015 EACH 713.46

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

241 07/31/2015 EACH 77.18

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

242 07/31/2015 EACH 178.37

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

243 07/31/2015 EACH 176.81

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

244 07/31/2015 EACH 267.55

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

245 07/31/2015 EACH 349.24

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

246 07/31/2015 EACH 375.44

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

247 07/31/2015 EACH 613.84

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

248 07/31/2015 EACH 204.08

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

249 07/31/2015 EACH 312.14

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

250 07/31/2015 EACH 403.81

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

251 07/31/2015 EACH 430.01

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

252 07/31/2015 EACH 713.46

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

253 07/31/2015 EACH 23.93

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

254 07/31/2015 EACH 72.83

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

(USD)

Amount

(USD)

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

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255 07/31/2015 EACH 133.77

Year Three-Inspection Programs-Vaulted Area Inspection

256 07/31/2015 EACH 73.87

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

257 07/31/2015 EACH 53.06

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

258 07/31/2015 EACH 112.36

Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

259 07/31/2015 EACH 83.23

Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

260 07/31/2015 EACH 83.23

Year Three-Inspection Programs-High Pressure Inspection Only

261 07/31/2015 EACH 18.73

Year Three-Inspection Programs-BOPA Referral Inspection

262 07/31/2015 EACH 93.64

Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

263 07/31/2015 EACH 119.65

Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

264 07/31/2015 EACH 83.23

Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

265 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

266 07/31/2015 EACH 83.23

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

267 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

268 07/31/2015 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

269 07/31/2015 EACH 197.68

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

270 07/31/2015 EACH 83.23

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

271 07/31/2015 EACH 135.25

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

272 07/31/2015 EACH 145.66

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

273 07/31/2015 EACH 83.23

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

274 07/31/2015 EACH 416.16

Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Blanket Purchase Agreement 4007701, 2

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

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(USD)

Amount

(USD)

Test)

275 07/31/2015 EACH 468.18

Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

276 07/31/2015 EACH 96.04

Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

277 07/31/2015 EACH 102.90

Year Three-Miscellaneous Items-Electric meter install/ replace

278 07/31/2015 EACH 133.77

Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

279 07/31/2015 EACH 178.37

Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

280 07/31/2015 EACH 78.03

Year Three-Miscellaneous Items-Odorator Testing

281 07/31/2015 EACH 572.22

Year Three-Miscellaneous Items-Building by Pass (CNG Cart)

282 07/31/2015 EACH 322.52

Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

283 07/31/2015 EACH 260.10

Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Generated

284 07/31/2015 EACH 218.48

Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

285 07/31/2015 EACH 208.08

Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

286 07/31/2015 EACH 322.52

Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck

287 07/31/2015 EACH 228.89

Year Three-Miscellaneous Items-Poor Pressure/ No Gas

288 07/31/2015 EACH 223.69

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

289 07/31/2015 EACH 270.50

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

290 07/31/2015 EACH 442.17

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

291 07/31/2015 EACH 1.44

Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

292 07/31/2015 EACH 1.46

Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

293 07/31/2015 EACH 1.10

Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)

294 07/31/2015 EACH 1.07

Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)

295 07/31/2015 EACH 1.12

Year Three-Overtime Rates-Items Performed on Sundays and Holidays

296 07/31/2015 HOUR 192.08

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

297 07/31/2015 HOUR 99.32

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

298 07/31/2015 HOUR 82.19

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

299 07/31/2015 HOUR 288.12

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

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300 07/31/2015 HOUR 148.97

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

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

(USD)

Amount

(USD)

301 NS0186125 EACH 169.94

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

302 NS0186126 EACH 257.16

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

303 NS0186127 EACH 335.68

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

304 NS0186128 EACH 360.86

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

305 NS0186129 EACH 642.90

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

306 NS0186130 EACH 74.18

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

307 NS0186131 EACH 171.44

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

308 NS0186132 EACH 196.16

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

309 NS0186133 EACH 300.02

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

310 NS0186134 EACH 388.13

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

311 NS0186135 EACH 413.31

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

312 NS0186136 EACH 685.76

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

313 NS0186137 EACH 79.13

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

314 NS0186138 EACH 171.44

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

315 NS0186139 EACH 149.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

316 NS0186140 EACH 257.16

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

317 NS0186141 EACH 335.68

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange

Contains Confidential Commercial Information

Rotary/Flange/Turbine (2-3 Inch Pipe)
318 NS0186142 EACH 360.86
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine(4 Inch Pipe)
319 NS0186143 EACH 642.90
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine(6 inch pipe or greater)
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
320 NS0186144 EACH 74.18
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and
including size 500- Multi-Meter (All meters after 1st meter Installtion)
321 NS0186145 EACH 155.00
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to
and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)
322 NS0186146 EACH 196.16
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange up to and including size 500
323 NS0186147 EACH 300.02
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange over 500 through 1000
324 NS0186148 EACH 325.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
325 NS0186149 EACH 413.31
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine (4 Inch Pipe)
326 NS0186150 EACH 685.76
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
327 NS0186151 EACH 79.13
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
328 NS0186152 EACH 171.44
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange over size 500 up to and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)
329 NS0186153 EACH 165.74
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl.
size 500
330 NS0186154 EACH 214.30
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to
1000
331 NS0186155 EACH 325.19
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (2-3 Inch Pipe)
332 NS0186156 EACH 618.91
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine(4 Inch Pipe)
333 NS0186157 EACH 618.91
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)
334 NS0186158 EACH 74.18

Contains Confidential Commercial Information

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

335 NS0186159 EACH 171.44

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

336 NS0186160 EACH 188.58

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

337 NS0186161 EACH 300.02

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

338 NS0186162 EACH 394.31

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

(USD)

Amount

(USD)

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

339 NS0186163 EACH 618.91

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

340 NS0186164 EACH 685.76

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

341 NS0186165 EACH 74.18

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

342 NS0186166 EACH 171.44

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

343 NS0186167 EACH 169.94

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

344 NS0186168 EACH 257.16

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

345 NS0186169 EACH 335.68

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

346 NS0186170 EACH 360.86

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

347 NS0186171 EACH 590.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

348 NS0186172 EACH 196.16

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

349 NS0186173 EACH 300.02

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

350 NS0186174 EACH 388.13

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

351 NS0186175 EACH 413.31

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition

Contains Confidential Commercial Information

Rotary/Flange/Turbine(4 Inch Pipe)
352 NS0186176 EACH 685.76
Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition
Rotary/Flange/Turbine(6 inch pipe or greater)
353 NS0186177 EACH 23.00
Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)
354 NS0186178 EACH 70.00
Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter
exchange or Inspection)
355 NS0186179 EACH 128.58
Year One-Inspection Programs-Vaulted Area Inspection
356 NS0186180 EACH 71.00
Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or
intersection (location is consider corner to corner)
357 NS0186181 EACH 51.00
Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3
per location/corner to corner)
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
358 NS0186182 EACH 108.00
Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or
corner to corner)
359 NS0186183 EACH 80.00
Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is
consider corner to corner)
360 NS0186184 EACH 80.00
Year One-Inspection Programs-High Pressure Inspection Only
361 NS0186185 EACH 18.00
Year One-Inspection Programs-BOPA Referral Inspection
362 NS0186186 EACH 90.00
Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only
363 NS0186187 EACH 115.00
Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only
364 NS0186188 EACH 80.00
Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential
(1 to 3 Family)-Including relights Gas Only -GTC
365 NS0186189 EACH 130.00
Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1
to 3 Family)-Including relights Gas Only-GTC
366 NS0186190 EACH 80.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1
to 3 Family)-including relights Gas only-CTO
367 NS0186191 EACH 130.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to
3 Family)-including relights Gas only-CTO
368 NS0186192 EACH 190.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential
Gas and Electric (1 to 3 Family)-including relights-CTO
369 NS0186193 EACH 190.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas
and Electric (1 to 3 Family)-including relights-CTO
370 NS0186194 EACH 80.00

Contains Confidential Commercial Information

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
371 NS0186195 EACH 130.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
372 NS0186196 EACH 140.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
373 NS0186197 EACH 80.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
374 NS0186198 EACH 400.00

Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

375 NS0186199 EACH 450.00

Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

376 NS0186200 EACH 92.31

Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

377 NS0186201 EACH 98.91

Year One-Miscellaneous Items-Electric meter install/ replace

378 NS0186202 EACH 128.58

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

(USD)

Amount

(USD)

Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

379 NS0186203 EACH 171.44

Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

380 NS0186204 EACH 75.00

Year One-Miscellaneous Items-Odorator Testing

381 NS0186205 EACH 550.00

Year One-Miscellaneous Items-Building by Pass (CNG Cart)

382 NS0186206 EACH 310.00

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

383 NS0186207 EACH 250.00

Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated

384 NS0186208 EACH 210.00

Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

385 NS0186209 EACH 200.00

Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

386 NS0186210 EACH 310.00

Year One-Miscellaneous Items-Leak Surveillance Follow up/Recheck

387 NS0186211 EACH 220.00

Year One-Miscellaneous Items-Poor Pressure/ No Gas

388 NS0186212 EACH 215.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

389 NS0186213 EACH 260.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

390 NS0186214 EACH 425.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

391 NS0186215 EACH 1.38

Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

392 NS0186216 EACH 1.40

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Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

393 NS0186217 EACH 1.06

Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)

394 NS0186218 EACH 1.03

Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)

395 NS0186219 EACH 1.08

Year One-Overtime Rates-Items Performed on Sundays and Holidays

396 NS0186220 HOUR 184.62

Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

397 NS0186221 HOUR 95.46

Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

398 NS0186222 HOUR 79.00

Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

399 NS0186223 HOUR 276.93

Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

400 NS0186224 HOUR 143.19

Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

401 NS0186225 EACH 173.34

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

402 NS0186226 EACH 262.30

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

403 NS0186227 EACH 342.39

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

404 NS0186228 EACH 368.08

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

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

(USD)

Amount

(USD)

405 NS0186229 EACH 655.76

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

406 NS0186230 EACH 75.66

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

407 NS0186231 EACH 174.87

Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

408 NS0186232 EACH 200.08

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

409 NS0186233 EACH 306.02

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

410 NS0186234 EACH 395.89

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

411 NS0186235 EACH 421.58

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

412 NS0186236 EACH 699.48

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange

Contains Confidential Commercial Information

Rotary/Flange/Turbine(6 inch pipe or greater)

413 NS0186237 EACH 80.71

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

414 NS0186238 EACH 174.87

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

415 NS0186239 EACH 151.98

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

416 NS0186240 EACH 262.30

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

417 NS0186241 EACH 342.39

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

418 NS0186242 EACH 368.08

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

419 NS0186243 EACH 655.76

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

420 NS0186244 EACH 75.66

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

421 NS0186245 EACH 158.10

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

422 NS0186246 EACH 200.08

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

423 NS0186247 EACH 306.02

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Amount

(USD)

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

424 NS0186248 EACH 331.50

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

425 NS0186249 EACH 421.58

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

426 NS0186250 EACH 699.48

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

427 NS0186251 EACH 80.71

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

428 NS0186252 EACH 174.87

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

429 NS0186253 EACH 169.05

Contains Confidential Commercial Information

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

430 NS0186254 EACH 218.59

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

431 NS0186255 EACH 331.69

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

432 NS0186256 EACH 631.29

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

433 NS0186257 EACH 631.29

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

434 NS0186258 EACH 75.66

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

435 NS0186259 EACH 174.87

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

436 NS0186260 EACH 192.36

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

437 NS0186261 EACH 306.02

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

438 NS0186262 EACH 402.20

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

439 NS0186263 EACH 631.29

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

440 NS0186264 EACH 699.48

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

441 NS0186265 EACH 75.66

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and Blanket Purchase Agreement 4007701, 2

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

Amount

(USD)

including size 500- Multi-Meter (All meters after 1st meter Installtion)

442 NS0186266 EACH 174.87

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

443 NS0186267 EACH 173.34

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

444 NS0186268 EACH 262.30

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

445 NS0186269 EACH 342.39

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

446 NS0186270 EACH 368.08

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4

Contains Confidential Commercial Information

Inch Pipe)

447 NS0186271 EACH 601.80

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

448 NS0186272 EACH 200.08

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

449 NS0186273 EACH 306.02

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

450 NS0186274 EACH 395.89

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

451 NS0186275 EACH 421.58

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

452 NS0186276 EACH 699.48

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

453 NS0186277 EACH 23.46

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

454 NS0186278 EACH 71.40

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

455 NS0186279 EACH 131.15

Year Two-Inspection Programs-Vaulted Area Inspection

456 NS0186280 EACH 72.42

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

457 NS0186281 EACH 52.02

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

458 NS0186282 EACH 110.16

Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

459 NS0186283 EACH 81.60

Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

460 NS0186284 EACH 81.60

Year Two-Inspection Programs-High Pressure Inspection Only

461 NS0186285 EACH 18.36

Year Two-Inspection Programs-BOPA Referral Inspection

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

(USD)

Amount

(USD)

462 NS0186286 EACH 91.80

Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

463 NS0186287 EACH 117.30

Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

464 NS0186288 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

465 NS0186289 EACH 132.60

Contains Confidential Commercial Information

Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC
466 NS0186290 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
467 NS0186291 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
468 NS0186292 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
469 NS0186293 EACH 193.80

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
470 NS0186294 EACH 81.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
471 NS0186295 EACH 132.60

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
472 NS0186296 EACH 142.80

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
473 NS0186297 EACH 81.60

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
474 NS0186298 EACH 408.00

Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
475 NS0186299 EACH 459.00

Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
476 NS0186300 EACH 94.16

Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
477 NS0186301 EACH 100.89

Year Two-Miscellaneous Items-Electric meter install/ replace
478 NS0186302 EACH 131.15

Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
479 NS0186303 EACH 174.87

Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
480 NS0186304 EACH 76.50

Year Two-Miscellaneous Items-Odorator Testing
481 NS0186305 EACH 561.00

Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
482 NS0186306 EACH 316.20

Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
483 NS0186307 EACH 255.00

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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
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Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Gerenerated
484 NS0186308 EACH 214.20

Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

Contains Confidential Commercial Information

485 NS0186309 EACH 204.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
486 NS0186310 EACH 316.20
Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
487 NS0186311 EACH 224.40
Year Two-Miscellaneous Items-Poor Pressure/ No Gas
488 NS0186312 EACH 219.30
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
489 NS0186313 EACH 265.20
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
490 NS0186314 EACH 433.50
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
491 NS0186315 EACH 1.41
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
492 NS0186316 EACH 1.43
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
493 NS0186317 EACH 1.08
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)
494 NS0186318 EACH 1.05
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)
495 NS0186319 EACH 1.10
Year Two-Overtime Rates-Items Performed on Sundays and Holidays
496 NS0186320 HOUR 188.31
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
497 NS0186321 HOUR 97.37
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
498 NS0186322 HOUR 80.58
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
499 NS0186323 HOUR 282.47
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
500 NS0186324 HOUR 146.05
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
501 NS0186325 EACH 176.81
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
502 NS0186326 EACH 267.55
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
503 NS0186327 EACH 349.24
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)
504 NS0186328 EACH 375.44
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)
505 NS0186329 EACH 668.87
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
506 NS0186330 EACH 77.18
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
507 NS0186331 EACH 178.37
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
508 NS0186332 EACH 204.08
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Contains Confidential Commercial Information

Amount
(USD)

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

509 NS0186333 EACH 312.14

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

510 NS0186334 EACH 403.81

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

511 NS0186335 EACH 430.01

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

512 NS0186336 EACH 713.46

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

513 NS0186337 EACH 82.32

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

514 NS0186338 EACH 178.37

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

515 NS0186339 EACH 155.02

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

516 NS0186340 EACH 267.55

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

517 NS0186341 EACH 349.24

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

518 NS0186342 EACH 375.44

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

519 NS0186343 EACH 668.87

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

520 NS0186344 EACH 77.18

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

521 NS0186345 EACH 161.26

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

522 NS0186346 EACH 204.08

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

523 NS0186347 EACH 312.14

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

524 NS0186348 EACH 338.13

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

525 NS0186349 EACH 430.01

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

526 NS0186350 EACH 713.46

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Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

527 NS0186351 EACH 82.33

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

528 NS0186352 EACH 178.37

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

529 NS0186353 EACH 172.44

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and
incl. size 500

530 NS0186354 EACH 222.96

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to
1000

531 NS0186355 EACH 338.33

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (2-3 Inch Pipe)

532 NS0186356 EACH 643.91

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine(4 Inch Pipe)

533 NS0186357 EACH 643.91

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)

534 NS0186358 EACH 77.18

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and
including size 500- Multi-Meter (All meters after 1st meter Installtion)

535 NS0186359 EACH 178.37

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and
including size 1000- Multi-Meter (All meters after 1st meter Installtion)

536 NS0186360 EACH 196.20

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to
and incl. size 500

537 NS0186361 EACH 312.14

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over
500 to 1000

538 NS0186362 EACH 410.24

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine(2-3 Inch Pipe)

539 NS0186363 EACH 643.91

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine (4 Inch Pipe)

540 NS0186364 EACH 713.46

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)

541 NS0186365 EACH 77.18

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and
including size 500- Multi-Meter (All meters after 1st meter Installtion)

542 NS0186366 EACH 178.37

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500
up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

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543 NS0186367 EACH 176.81
Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

544 NS0186368 EACH 267.55
Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

545 NS0186369 EACH 349.24
Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (Blanket Purchase Agreement 4007701, 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2-3 Inch Pipe)

546 NS0186370 EACH 375.44
Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

547 NS0186371 EACH 613.84
Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

548 NS0186372 EACH 204.08
Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

549 NS0186373 EACH 312.14
Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

550 NS0186374 EACH 403.81
Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

551 NS0186375 EACH 430.01
Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

552 NS0186376 EACH 713.46
Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

553 NS0186377 EACH 23.93
Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

554 NS0186378 EACH 72.83
Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

555 NS0186379 EACH 133.77
Year Three-Inspection Programs-Vaulted Area Inspection

556 NS0186380 EACH 73.87
Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

557 NS0186381 EACH 53.06
Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

558 NS0186382 EACH 112.36
Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

559 NS0186383 EACH 83.23
Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

560 NS0186384 EACH 83.23
Year Three-Inspection Programs-High Pressure Inspection Only

561 NS0186385 EACH 18.73

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Year Three-Inspection Programs-BOPA Referral Inspection
562 NS0186386 EACH 93.64
Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only
563 NS0186387 EACH 119.65
Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only
564 NS0186388 EACH 83.23
Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC
565 NS0186389 EACH 135.25
Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
566 NS0186390 EACH 83.23
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
567 NS0186391 EACH 135.25
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
568 NS0186392 EACH 197.68
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
569 NS0186393 EACH 197.68
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
570 NS0186394 EACH 83.23
Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
571 NS0186395 EACH 135.25
Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
572 NS0186396 EACH 145.66
Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
573 NS0186397 EACH 83.23
Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
574 NS0186398 EACH 416.16
Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
575 NS0186399 EACH 468.18
Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
576 NS0186400 EACH 96.04
Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
577 NS0186401 EACH 102.90
Year Three-Miscellaneous Items-Electric meter install/ replace
578 NS0186402 EACH 133.77
Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
579 NS0186403 EACH 178.37
Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
580 NS0186404 EACH 78.03

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Year Three-Miscellaneous Items-Odorator Testing
581 NS0186405 EACH 572.22
Year Three-Miscellaneous Items-Building by Pass (CNG Cart)
582 NS0186406 EACH 322.52
Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
583 NS0186407 EACH 260.10
Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Generated
584 NS0186408 EACH 218.48
Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
585 NS0186409 EACH 208.08
Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
586 NS0186410 EACH 322.52
Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck
587 NS0186411 EACH 228.89
Year Three-Miscellaneous Items-Poor Pressure/ No Gas
588 NS0186412 EACH 223.69
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
589 NS0186413 EACH 270.50
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
590 NS0186414 EACH 442.17
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
591 NS0186415 EACH 1.44
Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
592 NS0186416 EACH 1.46
Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
593 NS0186417 EACH 1.10
Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)
594 NS0186418 EACH 1.07
Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)
595 NS0186419 EACH 1.12
Year Three-Overtime Rates-Items Performed on Sundays and Holidays
596 NS0186420 HOUR 192.08
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
597 NS0186421 HOUR 99.32
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
598 NS0186422 HOUR 82.19
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
599 NS0186423 HOUR 288.12
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
600 NS0188646 EACH 88.00
Year One-Gas Meter Exchanges- ITEM 301 - ERT Install -
601 NS0188647 HOUR 95.46
Year One-Gas Meter Exchanges- ITEM 302 - Gas Measurement Tech - hr
602 NS0188648 HOUR 142.00
Year One-Gas Meter Exchanges- ITEM 302D -Gas Measurement Tech OT - hr
603 NS0188649 EACH 89.76
Year two -Gas Meter Exchanges- ITEM 301 - ERT Install -
604 NS0188650 HOUR 97.37
Year two -Gas Meter Exchanges- ITEM 302 - Gas Measurement Tech - hr
605 NS0188651 HOUR 144.84

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Year two -Gas Meter Exchanges- ITEM 302D -Gas Measurement Tech OT - hr
606 NS0188652 EACH 91.56

Year three Gas Meter Exchanges- ITEM 301 - ERT Install -
607 NS0188653 HOUR 99.32

Year three-Gas Meter Exchanges- ITEM 302 - Gas Measurement Tech - hr
608 NS0188654 HOUR 147.74

Year three-Gas Meter Exchanges- ITEM 302D -Gas Measurement Tech OT - hr
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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.

ANTI-KICKBACK 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.

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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

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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 "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

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(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

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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 Blanket Purchase Agreement 4007701,

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

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GIFT POLICY

Blanket Purchase Agreement 4007701,

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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

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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).

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Construction Terms and Conditions

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

Blanket Purchase Agreement 4007701,

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of

CONSTRUCTION CONTRACTS

December 7, 2010

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1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2. Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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3. Specifications, Plans, and Drawings

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required

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

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

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

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

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

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

D. Where required by the Purchase Order, 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.

4. Price and Payment

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase.

All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Blanket Purchase Agreement 4007701,

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing

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satisfactorily and on schedule, Con Edison shall pay the remaining progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Blanket Purchase Agreement 4007701,

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall

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complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and
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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

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

7.Safeguards in Work

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

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

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

D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and

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approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendation in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

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

F.Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

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

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9.Contractor's Performance

A.Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every

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item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

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

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

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

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

(c) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by Blanket Purchase Agreement 4007701,

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

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Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison by Contractor.

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Blanket Purchase Agreement 4007701,

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

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

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

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

(a) Labor

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Contractor will be compensated for each hour performed at the straight and premium time rates

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

(b)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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

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

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

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

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

14.Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the

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Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed; and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking Blanket Purchase Agreement 4007701,

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specified documents to establish both an individual's identity and legal authorization to work.

Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C.Contractors shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15.Time and Material and Cost Reimbursable Work

A.Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative.

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

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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 Blanket Purchase Agreement 4007701,

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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 12 above.

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

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

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

16. Claims

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

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

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Blanket Purchase Agreement 4007701,

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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

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(2) 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.

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

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- (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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.
- (4) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Blanket Purchase Agreement 4007701,

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions

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it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such Blanket Purchase Agreement 4007701,

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise

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Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

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20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison with

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

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Edison shall have the option to :

- (a)halt the continuation of such Work; and
- (b)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (c)perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or
- (d)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25.Subcontracting

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

B.Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its

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authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and Blanket Purchase Agreement 4007701,

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

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B.If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32.Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33.Termination for Convenience

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of Blanket Purchase Agreement 4007701,

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B.In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account

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

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise. Blanket Purchase Agreement 4007701,

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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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 Contractor.

37. Insurance. 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" Blanket Purchase Agreement 4007701,

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 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. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Blanket Purchase Agreement 4007701,

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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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. Contractor agrees

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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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Blanket Purchase Agreement 4007701,

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Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of

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the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Blanket Purchase Agreement 4007701,

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Blanket Purchase Agreement 4007701,

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47.Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50.New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

51.Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Blanket Purchase Agreement 4007701,

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

52.Submission to Jurisdiction/Choice of Forum

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

B.Contractors consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53.Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54.Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to

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disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 3

CONTRACTOR: ULC ROBOTICS

PURCHASE ORDER NUMBER: 4007767

BID COMPARISON

\$8,270,456

\$18,355,873

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Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4007767**

Revision **1**

PO Approved Date **09/21/2012**

Revision Date **09/18/2012**

Current Buyer **Steven Sebastopoli**

Supplier: **ULC ROBOTICS**

55 CORBIN AVE
BAY SHORE, NY 11706
UNITED STATES

Supplier

Contact:

PENZA GREGORY
(631) 667-9200

Key

ConEd

Contact:

Steven Sebastopoli
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

8680 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

08/01/2012 07/31/2015 7,877,799.00

Notes: Gas Meter Exchange and Inspection Program

Revision 001 was created to insert NS Numbers for internal payment processing purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

The Scope of Work Shall include but not limited to: Furnish all labor, material (other than company material), equipment, insurance and supervision for the Gas Meter Exchange and Inspection Program in Westchester.

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

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirements (C-CM-003R1) dated June 7, 2008.

Expenditure Limitation: The maximum expenditure authorized under Purchase Order is 7,877,799.00. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation and the contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed modification to this Purchase Order.

Con Edison Representative is:

Jim Deluca 914-789-6604

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This Purchase Order will be performed in accordance with the following:

- Con Edison's invitation to Bid Event # 36696 dated March 9, 2012 and all documents referenced

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therein.

- Con Edison's Standard Terms and Conditions of Construction Contract's dated December 7, 2010.
- Con Edison's Gas Meter Exchange Work Scope Revision 3 dated February 29, 2012.
- ULC Robotics signed Offer, Exception, Disclosure, and Compliance Form dated March 5, 2012.
- Con Edison's Clarification/Addendum dated March 1, 2012.

A total of one Addendum was issued.

- Pre- Award Meeting Minutes dated May 24, 2012.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this Bid Event (#36696) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

Revision 001 created to insert NS numbers for internal payment purpose only. All Terms, Conditions and Prices remain unchanged as per the original PO.

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 07/31/2013 EACH 160.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500

2 07/31/2013 EACH 360.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

3 07/31/2013 EACH 400.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)

4 07/31/2013 EACH 440.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

5 07/31/2013 EACH 480.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

6 07/31/2013 EACH 125.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

7 07/31/2013 EACH 258.50

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

8 07/31/2013 EACH 194.80

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

9 07/31/2013 EACH 392.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

10 07/31/2013 EACH 432.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Blanket Purchase Agreement 4007767, 1

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

Amount

(USD)

Rotary/Flange/Turbine (2-3 Inch Pipe)

11 07/31/2013 EACH 472.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

12 07/31/2013 EACH 512.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

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13 07/31/2013 EACH 165.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

14 07/31/2013 EACH 291.04

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

15 07/31/2013 EACH 132.81

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

16 07/31/2013 EACH 351.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

17 07/31/2013 EACH 400.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

18 07/31/2013 EACH 440.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

19 07/31/2013 EACH 480.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

20 07/31/2013 EACH 125.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

21 07/31/2013 EACH 252.04

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

22 07/31/2013 EACH 172.81

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

23 07/31/2013 EACH 392.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

24 07/31/2013 EACH 432.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

25 07/31/2013 EACH 472.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

26 07/31/2013 EACH 512.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

27 07/31/2013 EACH 165.00

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

28 07/31/2013 EACH 298.50

Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

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

(USD)

Amount

(USD)

29 07/31/2013 EACH 160.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl.

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size 500

30 07/31/2013 EACH 360.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

31 07/31/2013 EACH 400.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

32 07/31/2013 EACH 440.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

33 07/31/2013 EACH 480.00

Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

34 07/31/2013 EACH 115.00

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

35 07/31/2013 EACH 258.50

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

36 07/31/2013 EACH 194.80

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

37 07/31/2013 EACH 382.20

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

38 07/31/2013 EACH 432.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

39 07/31/2013 EACH 472.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

40 07/31/2013 EACH 512.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

41 07/31/2013 EACH 155.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

42 07/31/2013 EACH 291.04

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

43 07/31/2013 EACH 160.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

44 07/31/2013 EACH 360.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

45 07/31/2013 EACH 400.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

46 07/31/2013 EACH 440.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

47 07/31/2013 EACH 480.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

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

Contains Confidential Commercial Information

(USD)

Amount

(USD)

48 07/31/2013 EACH 194.80

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

49 07/31/2013 EACH 392.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

50 07/31/2013 EACH 432.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

51 07/31/2013 EACH 472.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

52 07/31/2013 EACH 512.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

53 07/31/2013 EACH 24.00

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

54 07/31/2013 EACH 50.00

Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

55 07/31/2013 EACH 93.00

Year One-Inspection Programs-Vaulted Area Inspection

56 07/31/2013 EACH 55.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

57 07/31/2013 EACH 45.00

Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

58 07/31/2013 EACH 68.00

Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

59 07/31/2013 EACH 55.00

Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

60 07/31/2013 EACH 132.00

Year One-Inspection Programs-High Pressure Inspection Only

61 07/31/2013 EACH 55.00

Year One-Inspection Programs-BOPA Referral Inspection

62 07/31/2013 EACH 60.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

63 07/31/2013 EACH 132.00

Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

64 07/31/2013 EACH 105.50

Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

65 07/31/2013 EACH 145.50

Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

66 07/31/2013 EACH 140.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

67 07/31/2013 EACH 180.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to

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3 Family)-including relights Gas only-CTO

68 07/31/2013 EACH 175.00

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

(USD)

Amount

(USD)

Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential

Gas and Electric (1 to 3 Family)-including relights-CTO

69 07/31/2013 EACH 215.00

Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas

and Electric (1 to 3 Family)-including relights-CTO

70 07/31/2013 EACH 140.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High

Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

71 07/31/2013 EACH 180.00

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure

Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

72 07/31/2013 EACH 90.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

73 07/31/2013 EACH 50.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

74 07/31/2013 EACH 68.74

Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng

from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity

Test)

75 07/31/2013 EACH 750.00

Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and

securing old service

76 07/31/2013 EACH 55.00

Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for

ESD)

77 07/31/2013 EACH 100.00

Year One-Miscellaneous Items-Electric meter install/ replace

78 07/31/2013 EACH 125.00

Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

79 07/31/2013 EACH 400.00

Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

80 07/31/2013 EACH 42.00

Year One-Miscellaneous Items-Odorator Testing

81 07/31/2013 EACH 1080.00

Year One-Miscellaneous Items-Building by Pass (CNG Cart)

82 07/31/2013 EACH 210.00

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

83 07/31/2013 EACH 140.00

Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Generated

84 07/31/2013 EACH 210.00

Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

85 07/31/2013 EACH 140.00

Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

86 07/31/2013 EACH 140.00

Year One-Miscellaneous Items-Leak Surveillance Follow up/Recheck

87 07/31/2013 EACH 280.00

Year One-Miscellaneous Items-Poor Pressure/ No Gas

88 07/31/2013 EACH 200.00

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Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
89 07/31/2013 EACH 200.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
90 07/31/2013 EACH 200.00
Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
91 07/31/2013 EACH .00
Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
Blanket Purchase Agreement 4007767, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
92 07/31/2013 EACH .00
Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
93 07/31/2013 EACH 1.06
Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)
94 07/31/2013 EACH 1.03
Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)
95 07/31/2013 EACH 1.08
Year One-Overtime Rates-Items Performed on Sundays and Holidays
96 07/31/2013 HOUR 188.80
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
97 07/31/2013 HOUR 95.90
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
98 07/31/2013 HOUR 95.90
Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
99 07/31/2013 HOUR 283.20
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
100 07/31/2013 HOUR 143.85
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
101 07/31/2014 EACH 160.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
102 07/31/2014 EACH 360.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
103 07/31/2014 EACH 400.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)
104 07/31/2014 EACH 440.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)
105 07/31/2014 EACH 480.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe
or greater)
106 07/31/2014 EACH 125.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500-
Multi-Meter (All meters after 1st meter Installtion)
107 07/31/2014 EACH 258.50
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including
size 1000- Multi-Meter (All meters after 1st meter Installtion)
108 07/31/2014 EACH 194.80
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500
109 07/31/2014 EACH 392.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over
500 through 1000

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110 07/31/2014 EACH 432.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

111 07/31/2014 EACH 472.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

112 07/31/2014 EACH 512.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

113 07/31/2014 EACH 165.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
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Line Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
(USD)						
Amount						
(USD)						
114 07/31/2014 EACH				291.04		
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)						
115 07/31/2014 EACH				132.81		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500						
116 07/31/2014 EACH				351.00		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000						
117 07/31/2014 EACH				400.00		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)						
118 07/31/2014 EACH				440.00		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)						
119 07/31/2014 EACH				480.00		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)						
120 07/31/2014 EACH				125.00		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)						
121 07/31/2014 EACH				252.04		
Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)						
122 07/31/2014 EACH				172.81		
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500						
123 07/31/2014 EACH				392.00		
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000						
124 07/31/2014 EACH				432.00		
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)						
125 07/31/2014 EACH				472.00		
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)						
126 07/31/2014 EACH				512.00		
Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter						

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Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

127 07/31/2014 EACH 165.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

128 07/31/2014 EACH 298.50

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

129 07/31/2014 EACH 160.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

130 07/31/2014 EACH 360.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

131 07/31/2014 EACH 400.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

132 07/31/2014 EACH 440.00

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

Amount

(USD)

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations

Rotary/Flange/Turbine(4 Inch Pipe)

133 07/31/2014 EACH 480.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations

Rotary/Flange/Turbine (6 inch pipe or greater)

134 07/31/2014 EACH 115.00

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

135 07/31/2014 EACH 258.50

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

136 07/31/2014 EACH 194.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

137 07/31/2014 EACH 382.20

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

138 07/31/2014 EACH 432.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine(2-3 Inch Pipe)

139 07/31/2014 EACH 472.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (4 Inch Pipe)

140 07/31/2014 EACH 512.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations

Rotary/Flange/Turbine (6 inch pipe or greater)

141 07/31/2014 EACH 155.00

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

142 07/31/2014 EACH 291.04

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

143 07/31/2014 EACH 160.00

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Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500
144 07/31/2014 EACH 360.00
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000
145 07/31/2014 EACH 400.00
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)
146 07/31/2014 EACH 440.00
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)
147 07/31/2014 EACH 480.00
Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)
148 07/31/2014 EACH 194.80
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500
149 07/31/2014 EACH 392.00
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000
150 07/31/2014 EACH 432.00
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)
151 07/31/2014 EACH 472.00
Blanket Purchase Agreement 4007767, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)
152 07/31/2014 EACH 512.00
Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)
153 07/31/2014 EACH 24.00
Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)
154 07/31/2014 EACH 50.00
Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)
155 07/31/2014 EACH 93.00
Year Two-Inspection Programs-Vaulted Area Inspection
156 07/31/2014 EACH 55.00
Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)
157 07/31/2014 EACH 45.00
Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)
158 07/31/2014 EACH 68.00
Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)
159 07/31/2014 EACH 55.00
Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)
160 07/31/2014 EACH 132.00
Year Two-Inspection Programs-High Pressure Inspection Only
161 07/31/2014 EACH 55.00
Year Two-Inspection Programs-BOPA Referral Inspection

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162 07/31/2014 EACH 60.00
Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

163 07/31/2014 EACH 132.00
Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

164 07/31/2014 EACH 105.50
Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

165 07/31/2014 EACH 145.50
Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

166 07/31/2014 EACH 140.00
Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

167 07/31/2014 EACH 180.00
Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

168 07/31/2014 EACH 175.00
Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

169 07/31/2014 EACH 215.00
Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

170 07/31/2014 EACH 140.00
Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

171 07/31/2014 EACH 180.00
Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Blanket Purchase Agreement 4007767, 1
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Line Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
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(USD)
Amount
(USD)

Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

172 07/31/2014 EACH 90.00
Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

173 07/31/2014 EACH 50.00
Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

174 07/31/2014 EACH 68.74
Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

175 07/31/2014 EACH 750.00
Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

176 07/31/2014 EACH 55.00
Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

177 07/31/2014 EACH 100.00
Year Two-Miscellaneous Items-Electric meter install/ replace

178 07/31/2014 EACH 125.00
Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

179 07/31/2014 EACH 400.00
Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

180 07/31/2014 EACH 42.00
Year Two-Miscellaneous Items-Odorator Testing

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181 07/31/2014 EACH 1080.00
Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
182 07/31/2014 EACH 210.00
Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
183 07/31/2014 EACH 140.00
Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Generated
184 07/31/2014 EACH 210.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
185 07/31/2014 EACH 140.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
186 07/31/2014 EACH 140.00
Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
187 07/31/2014 EACH 280.00
Year Two-Miscellaneous Items-Poor Pressure/ No Gas
188 07/31/2014 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
189 07/31/2014 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
190 07/31/2014 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
191 07/31/2014 EACH .00
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
192 07/31/2014 EACH .00
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
193 07/31/2014 EACH 1.06
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)
194 07/31/2014 EACH 1.03
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)
195 07/31/2014 EACH 1.08
Year Two-Overtime Rates-Items Performed on Sundays and Holidays
196 07/31/2014 HOUR 188.80
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
Blanket Purchase Agreement 4007767, 1
Proprietary and Confidential Page 12 of 71
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
197 07/31/2014 HOUR 95.90
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
198 07/31/2014 HOUR 95.90
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
199 07/31/2014 HOUR 283.20
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
200 07/31/2014 HOUR 143.85
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
201 07/31/2015 EACH 160.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
202 07/31/2015 EACH 360.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
203 07/31/2015 EACH 400.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)
204 07/31/2015 EACH 440.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)

Contains Confidential Commercial Information

205 07/31/2015 EACH 480.00

Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

206 07/31/2015 EACH 125.00

Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

207 07/31/2015 EACH 258.50

Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

208 07/31/2015 EACH 194.80

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500

209 07/31/2015 EACH 392.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

210 07/31/2015 EACH 432.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

211 07/31/2015 EACH 472.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

212 07/31/2015 EACH 512.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

213 07/31/2015 EACH 165.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

214 07/31/2015 EACH 291.04

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

215 07/31/2015 EACH 132.81

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

216 07/31/2015 EACH 351.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

217 07/31/2015 EACH 400.00

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

Amount (USD)

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

218 07/31/2015 EACH 440.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

219 07/31/2015 EACH 480.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

220 07/31/2015 EACH 125.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

221 07/31/2015 EACH 252.04

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up

Contains Confidential Commercial Information

to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

222 07/31/2015 EACH 172.81

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

223 07/31/2015 EACH 392.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

224 07/31/2015 EACH 432.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

225 07/31/2015 EACH 472.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

226 07/31/2015 EACH 512.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

227 07/31/2015 EACH 165.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

228 07/31/2015 EACH 298.50

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

229 07/31/2015 EACH 160.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

230 07/31/2015 EACH 360.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

231 07/31/2015 EACH 400.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

232 07/31/2015 EACH 440.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

233 07/31/2015 EACH 480.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

234 07/31/2015 EACH 115.00

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

235 07/31/2015 EACH 258.50

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and Blanket Purchase Agreement 4007767, 1

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

(USD)

Amount

(USD)

including size 1000- Multi-Meter (All meters after 1st meter Installtion)

236 07/31/2015 EACH 194.80

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

237 07/31/2015 EACH 382.20

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

238 07/31/2015 EACH 432.00

Contains Confidential Commercial Information

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

239 07/31/2015 EACH 472.00

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

240 07/31/2015 EACH 512.00

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

241 07/31/2015 EACH 155.00

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

242 07/31/2015 EACH 291.04

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

243 07/31/2015 EACH 160.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

244 07/31/2015 EACH 360.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

245 07/31/2015 EACH 400.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

246 07/31/2015 EACH 440.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

247 07/31/2015 EACH 480.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

248 07/31/2015 EACH 194.80

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

249 07/31/2015 EACH 392.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

250 07/31/2015 EACH 432.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

251 07/31/2015 EACH 472.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

252 07/31/2015 EACH 512.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

253 07/31/2015 EACH 24.00

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

254 07/31/2015 EACH 50.00

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

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

(USD)

Amount

(USD)

255 07/31/2015 EACH 93.00

Year Three-Inspection Programs-Vaulted Area Inspection

256 07/31/2015 EACH 55.00

Contains Confidential Commercial Information

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

257 07/31/2015 EACH 45.00

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

258 07/31/2015 EACH 68.00

Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

259 07/31/2015 EACH 55.00

Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

260 07/31/2015 EACH 132.00

Year Three-Inspection Programs-High Pressure Inspection Only

261 07/31/2015 EACH 55.00

Year Three-Inspection Programs-BOPA Referral Inspection

262 07/31/2015 EACH 60.00

Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

263 07/31/2015 EACH 132.00

Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

264 07/31/2015 EACH 105.50

Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

265 07/31/2015 EACH 145.50

Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

266 07/31/2015 EACH 140.00

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

267 07/31/2015 EACH 180.00

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

268 07/31/2015 EACH 175.00

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

269 07/31/2015 EACH 215.00

Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

270 07/31/2015 EACH 140.00

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

271 07/31/2015 EACH 180.00

Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

272 07/31/2015 EACH 90.00

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

273 07/31/2015 EACH 50.00

Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

274 07/31/2015 EACH 68.74

Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

275 07/31/2015 EACH 750.00

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

Contains Confidential Commercial Information

Amount
(USD)

Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

276 07/31/2015 EACH 55.00

Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

277 07/31/2015 EACH 100.00

Year Three-Miscellaneous Items-Electric meter install/ replace

278 07/31/2015 EACH 125.00

Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

279 07/31/2015 EACH 400.00

Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

280 07/31/2015 EACH 42.00

Year Three-Miscellaneous Items-Odorator Testing

281 07/31/2015 EACH 1080.00

Year Three-Miscellaneous Items-Building by Pass (CNG Cart)

282 07/31/2015 EACH 210.00

Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

283 07/31/2015 EACH 140.00

Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Generated

284 07/31/2015 EACH 210.00

Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

285 07/31/2015 EACH 140.00

Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

286 07/31/2015 EACH 140.00

Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck

287 07/31/2015 EACH 280.00

Year Three-Miscellaneous Items-Poor Pressure/ No Gas

288 07/31/2015 EACH 200.00

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

289 07/31/2015 EACH 200.00

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

290 07/31/2015 EACH 200.00

Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

291 07/31/2015 EACH .00

Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

292 07/31/2015 EACH .00

Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

293 07/31/2015 EACH 1.06

Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)

294 07/31/2015 EACH 1.03

Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)

295 07/31/2015 EACH 1.08

Year Three-Overtime Rates-Items Performed on Sundays and Holidays

296 07/31/2015 HOUR 188.80

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

297 07/31/2015 HOUR 95.90

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

298 07/31/2015 HOUR 95.90

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey

299 07/31/2015 HOUR 283.20

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment

300 07/31/2015 HOUR 143.85

Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment

301 NS0185825 EACH 160.00

Contains Confidential Commercial Information

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

302 NS0185826 EACH 360.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000

303 NS0185827 EACH 400.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch
Pipe)

304 NS0185828 EACH 440.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch
Pipe)

305 NS0185829 EACH 480.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe
or greater)

306 NS0185830 EACH 125.00

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500-
Multi-Meter (All meters after 1st meter Installtion)

307 NS0185831 EACH 258.50

Year One-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including
size 1000- Multi-Meter (All meters after 1st meter Installtion)

308 NS0185832 EACH 194.80

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500

309 NS0185833 EACH 392.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over
500 through 1000

310 NS0185834 EACH 432.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine (2-3 Inch Pipe)

311 NS0185835 EACH 472.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine (4 Inch Pipe)

312 NS0185836 EACH 512.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine(6 inch pipe or greater)

313 NS0185837 EACH 165.00

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500- Multi-Meter (All meters after 1st meter Installtion)

314 NS0185838 EACH 291.04

Year One-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over
size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

315 NS0185839 EACH 132.81

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and
including size 500

316 NS0185840 EACH 351.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through
1000

317 NS0185841 EACH 400.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine (2-3 Inch Pipe)

318 NS0185842 EACH 440.00

Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange

Contains Confidential Commercial Information

Rotary/Flange/Turbine(4 Inch Pipe)
319 NS0185843 EACH 480.00
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine(6 inch pipe or greater)
320 NS0185844 EACH 125.00
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
including size 500- Multi-Meter (All meters after 1st meter Installtion)
321 NS0185845 EACH 252.04
Year One- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to
and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)
322 NS0185846 EACH 172.81
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange up to and including size 500
323 NS0185847 EACH 392.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange over 500 through 1000
324 NS0185848 EACH 432.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)
325 NS0185849 EACH 472.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine (4 Inch Pipe)
326 NS0185850 EACH 512.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
327 NS0185851 EACH 165.00
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
328 NS0185852 EACH 298.50
Year One-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter
Exchange over size 500 up to and icluding size 1000- Multi-Meter (All meters after 1st meter Installtion)
329 NS0185853 EACH 160.00
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl.
size 500
330 NS0185854 EACH 360.00
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to
1000
331 NS0185855 EACH 400.00
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (2-3 Inch Pipe)
332 NS0185856 EACH 440.00
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine(4 Inch Pipe)
333 NS0185857 EACH 480.00
Year One-New Business Meter Installations-(Excluding Relight)-New Business Installations
Rotary/Flange/Turbine (6 inch pipe or greater)
334 NS0185858 EACH 115.00
Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including
size 500- Multi-Meter (All meters after 1st meter Installtion)
335 NS0185859 EACH 258.50

Contains Confidential Commercial Information

Year One-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

336 NS0185860 EACH 194.80

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

337 NS0185861 EACH 382.20

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

338 NS0185862 EACH 432.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

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

(USD)

Amount

(USD)

339 NS0185863 EACH 472.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

340 NS0185864 EACH 512.00

Year One-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

341 NS0185865 EACH 155.00

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

342 NS0185866 EACH 291.04

Year One-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

343 NS0185867 EACH 160.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

344 NS0185868 EACH 360.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

345 NS0185869 EACH 400.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

346 NS0185870 EACH 440.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

347 NS0185871 EACH 480.00

Year One-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

348 NS0185872 EACH 194.80

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

349 NS0185873 EACH 392.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

350 NS0185874 EACH 432.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

351 NS0185875 EACH 472.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

352 NS0185876 EACH 512.00

Year One-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition

Contains Confidential Commercial Information

Rotary/Flange/Turbine(6 inch pipe or greater)
353 NS0185877 EACH 24.00
Year One-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)
354 NS0185878 EACH 50.00
Year One-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)
355 NS0185879 EACH 93.00
Year One-Inspection Programs-Vaulted Area Inspection
356 NS0185880 EACH 55.00
Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)
357 NS0185881 EACH 45.00
Year One-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)
358 NS0185882 EACH 68.00
Year One-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or Blanket Purchase Agreement 4007767, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)
Amount (USD)
corner to corner)
359 NS0185883 EACH 55.00
Year One-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)
360 NS0185884 EACH 132.00
Year One-Inspection Programs-High Pressure Inspection Only
361 NS0185885 EACH 55.00
Year One-Inspection Programs-BOPA Referral Inspection
362 NS0185886 EACH 60.00
Year One-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only
363 NS0185887 EACH 132.00
Year One-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only
364 NS0185888 EACH 105.50
Year One-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC
365 NS0185889 EACH 145.50
Year One-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC
366 NS0185890 EACH 140.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
367 NS0185891 EACH 180.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
368 NS0185892 EACH 175.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
369 NS0185893 EACH 215.00
Year One-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
370 NS0185894 EACH 140.00
Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
371 NS0185895 EACH 180.00

Contains Confidential Commercial Information

Year One-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

372 NS0185896 EACH 90.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

373 NS0185897 EACH 50.00

Year One-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

374 NS0185898 EACH 68.74

Year One-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

375 NS0185899 EACH 750.00

Year One-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

376 NS0185900 EACH 55.00

Year One-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

377 NS0185901 EACH 100.00

Year One-Miscellaneous Items-Electric meter install/ replace

378 NS0185902 EACH 125.00

Year One-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

379 NS0185903 EACH 400.00

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

Amount

(USD)

Year One-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

380 NS0185904 EACH 42.00

Year One-Miscellaneous Items-Odorator Testing

381 NS0185905 EACH 1080.00

Year One-Miscellaneous Items-Building by Pass (CNG Cart)

382 NS0185906 EACH 210.00

Year One-Miscellaneous Items-Outside Leak Investigation -Company Dispatched

383 NS0185907 EACH 140.00

Year One-Miscellaneous Items-Outside Leak Investigation - Contractor Generated

384 NS0185908 EACH 210.00

Year One-Miscellaneous Items-Inside Leak Investigation - Company Dispatched

385 NS0185909 EACH 140.00

Year One-Miscellaneous Items-Inside Leak Investigation - Contractor Generated

386 NS0185910 EACH 140.00

Year One-Miscellaneous Items-Leak Surveillance Follow up/Recheck

387 NS0185911 EACH 280.00

Year One-Miscellaneous Items-Poor Pressure/ No Gas

388 NS0185912 EACH 200.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe

389 NS0185913 EACH 200.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe

390 NS0185914 EACH 200.00

Year One-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater

391 NS0185915 EACH .00

Year One-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)

392 NS0185916 EACH .00

Year One-Overtime Rates-Overtime rate factor per item-Sundays and Holidays

393 NS0185917 EACH 1.06

Year One-Overtime Rates-Items Performed on Shift 3 (11p-7a)

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394 NS0185918 EACH 1.03
Year One-Overtime Rates-Items Performed on Shift 2 (3p-11p)
395 NS0185919 EACH 1.08
Year One-Overtime Rates-Items Performed on Sundays and Holidays
396 NS0185920 HOUR 188.80
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
397 NS0185921 HOUR 95.90
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
398 NS0185922 HOUR 95.90
Year One-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
399 NS0185923 HOUR 283.20
Year One-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
400 NS0185924 HOUR 143.85
Year One-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
401 NS0185925 EACH 160.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
402 NS0185926 EACH 360.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
403 NS0185927 EACH 400.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)
404 NS0185928 EACH 440.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)
405 NS0185929 EACH 480.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
or greater)
406 NS0185930 EACH 125.00
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500-
Multi-Meter (All meters after 1st meter Installtion)
407 NS0185931 EACH 258.50
Year Two-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including
size 1000- Multi-Meter (All meters after 1st meter Installtion)
408 NS0185932 EACH 194.80
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to
and including size 500
409 NS0185933 EACH 392.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over
500 through 1000
410 NS0185934 EACH 432.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine (2-3 Inch Pipe)
411 NS0185935 EACH 472.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine (4 Inch Pipe)
412 NS0185936 EACH 512.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange
Rotary/Flange/Turbine(6 inch pipe or greater)
413 NS0185937 EACH 165.00
Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to

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and including size 500- Multi-Meter (All meters after 1st meter Installtion)

414 NS0185938 EACH 291.04

Year Two-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

415 NS0185939 EACH 132.81

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

416 NS0185940 EACH 351.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

417 NS0185941 EACH 400.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

418 NS0185942 EACH 440.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

419 NS0185943 EACH 480.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

420 NS0185944 EACH 125.00

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

421 NS0185945 EACH 252.04

Year Two- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

422 NS0185946 EACH 172.81

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

423 NS0185947 EACH 392.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

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

Amount

(USD)

424 NS0185948 EACH 432.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

425 NS0185949 EACH 472.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

426 NS0185950 EACH 512.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

427 NS0185951 EACH 165.00

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

428 NS0185952 EACH 298.50

Year Two-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

429 NS0185953 EACH 160.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

430 NS0185954 EACH 360.00

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Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

431 NS0185955 EACH 400.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

432 NS0185956 EACH 440.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

433 NS0185957 EACH 480.00

Year Two-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

434 NS0185958 EACH 115.00

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

435 NS0185959 EACH 258.50

Year Two-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

436 NS0185960 EACH 194.80

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

437 NS0185961 EACH 382.20

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

438 NS0185962 EACH 432.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

439 NS0185963 EACH 472.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

440 NS0185964 EACH 512.00

Year Two-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

441 NS0185965 EACH 155.00

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

442 NS0185966 EACH 291.04

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

Amount (USD)

Year Two-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

443 NS0185967 EACH 160.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

444 NS0185968 EACH 360.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

445 NS0185969 EACH 400.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

446 NS0185970 EACH 440.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

447 NS0185971 EACH 480.00

Year Two-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6

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inch pipe or greater)

448 NS0185972 EACH 194.80

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

449 NS0185973 EACH 392.00

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

450 NS0185974 EACH 432.00

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

451 NS0185975 EACH 472.00

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

452 NS0185976 EACH 512.00

Year Two-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

453 NS0185977 EACH 24.00

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

454 NS0185978 EACH 50.00

Year Two-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

455 NS0185979 EACH 93.00

Year Two-Inspection Programs-Vaulted Area Inspection

456 NS0185980 EACH 55.00

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

457 NS0185981 EACH 45.00

Year Two-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

458 NS0185982 EACH 68.00

Year Two-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

459 NS0185983 EACH 55.00

Year Two-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

460 NS0185984 EACH 132.00

Year Two-Inspection Programs-High Pressure Inspection Only

461 NS0185985 EACH 55.00

Year Two-Inspection Programs-BOPA Referral Inspection

462 NS0185986 EACH 60.00

Year Two-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

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

Amount (USD)

463 NS0185987 EACH 132.00

Year Two-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

464 NS0185988 EACH 105.50

Year Two-Turn-Ons/Gas In-Turn -on After Construction- without High Presssure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

465 NS0185989 EACH 145.50

Year Two-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

466 NS0185990 EACH 140.00

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Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
467 NS0185991 EACH 180.00

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO
468 NS0185992 EACH 175.00

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
469 NS0185993 EACH 215.00

Year Two-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO
470 NS0185994 EACH 140.00

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
471 NS0185995 EACH 180.00

Year Two-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO
472 NS0185996 EACH 90.00

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)
473 NS0185997 EACH 50.00

Year Two-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)
474 NS0185998 EACH 68.74

Year Two-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)
475 NS0185999 EACH 750.00

Year Two-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service
476 NS0186000 EACH 55.00

Year Two-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)
477 NS0186001 EACH 100.00

Year Two-Miscellaneous Items-Electric meter install/ replace
478 NS0186002 EACH 125.00

Year Two-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)
479 NS0186003 EACH 400.00

Year Two-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)
480 NS0186004 EACH 42.00

Year Two-Miscellaneous Items-Odorator Testing
481 NS0186005 EACH 1080.00

Year Two-Miscellaneous Items-Building by Pass (CNG Cart)
482 NS0186006 EACH 210.00

Year Two-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
483 NS0186007 EACH 140.00

Year Two-Miscellaneous Items-Outside Leak Investigation - Contractor Gernerated
484 NS0186008 EACH 210.00

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Line Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
(USD)						
Amount						
(USD)						
Year Two-Miscellaneous Items-Inside Leak Investigation - Company Dispatched						
485 NS0186009				EACH		140.00
Year Two-Miscellaneous Items-Inside Leak Investigation - Contractor Generated						
486 NS0186010				EACH		140.00

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Year Two-Miscellaneous Items-Leak Surveillance Follow up/Recheck
487 NS0186011 EACH 280.00
Year Two-Miscellaneous Items-Poor Pressure/ No Gas
488 NS0186012 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
489 NS0186013 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
490 NS0186014 EACH 200.00
Year Two-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
491 NS0186015 EACH .00
Year Two-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
492 NS0186016 EACH .00
Year Two-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
493 NS0186017 EACH 1.06
Year Two-Overtime Rates-Items Performed on Shift 3 (11p-7a)
494 NS0186018 EACH 1.03
Year Two-Overtime Rates-Items Performed on Shift 2 (3p-11p)
495 NS0186019 EACH 1.08
Year Two-Overtime Rates-Items Performed on Sundays and Holidays
496 NS0186020 HOUR 188.80
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
497 NS0186021 HOUR 95.90
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
498 NS0186022 HOUR 95.90
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
499 NS0186023 HOUR 283.20
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
500 NS0186024 HOUR 143.85
Year Two-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
501 NS0186025 EACH 160.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500
502 NS0186026 EACH 360.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over 500 through 1000
503 NS0186027 EACH 400.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(2-3 Inch Pipe)
504 NS0186028 EACH 440.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)
505 NS0186029 EACH 480.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)
506 NS0186030 EACH 125.00
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)
507 NS0186031 EACH 258.50
Year Three-Gas Meter Exchanges- (Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)
508 NS0186032 EACH 194.80
Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500
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Amount

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(USD)

509 NS0186033 EACH 392.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over 500 through 1000

510 NS0186034 EACH 432.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

511 NS0186035 EACH 472.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

512 NS0186036 EACH 512.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

513 NS0186037 EACH 165.00

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

514 NS0186038 EACH 291.04

Year Three-Gas Meter Exchanges With Regulator Inspections-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

515 NS0186039 EACH 132.81

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

516 NS0186040 EACH 351.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

517 NS0186041 EACH 400.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

518 NS0186042 EACH 440.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(4 Inch Pipe)

519 NS0186043 EACH 480.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

520 NS0186044 EACH 125.00

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

521 NS0186045 EACH 252.04

Year Three- Gas Meter Exchanges (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

522 NS0186046 EACH 172.81

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500

523 NS0186047 EACH 392.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over 500 through 1000

524 NS0186048 EACH 432.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (2-3 Inch Pipe)

525 NS0186049 EACH 472.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine (4 Inch Pipe)

526 NS0186050 EACH 512.00

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange Rotary/Flange/Turbine(6 inch pipe or greater)

527 NS0186051 EACH 165.00

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

(USD)

Amount

(USD)

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

528 NS0186052 EACH 298.50

Year Three-Gas Meter Exchange With Regulator Inspections (AMR Program)-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

529 NS0186053 EACH 160.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations up to and incl. size 500

530 NS0186054 EACH 360.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations over 500 to 1000

531 NS0186055 EACH 400.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (2-3 Inch Pipe)

532 NS0186056 EACH 440.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine(4 Inch Pipe)

533 NS0186057 EACH 480.00

Year Three-New Business Meter Installations-(Excluding Relight)-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

534 NS0186058 EACH 115.00

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange size up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

535 NS0186059 EACH 258.50

Year Three-New Business Meter Installations-(Excluding Relight)-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

536 NS0186060 EACH 194.80

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations up to and incl. size 500

537 NS0186061 EACH 382.20

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations over 500 to 1000

538 NS0186062 EACH 432.00

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine(2-3 Inch Pipe)

539 NS0186063 EACH 472.00

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (4 Inch Pipe)

540 NS0186064 EACH 512.00

Year Three-New Business Meter Installations With Regulator Inspections-New Business Installations Rotary/Flange/Turbine (6 inch pipe or greater)

541 NS0186065 EACH 155.00

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange up to and including size 500- Multi-Meter (All meters after 1st meter Installtion)

542 NS0186066 EACH 291.04

Year Three-New Business Meter Installations With Regulator Inspections-Meter Exchange over size 500 up to and including size 1000- Multi-Meter (All meters after 1st meter Installtion)

543 NS0186067 EACH 160.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition up to 500

544 NS0186068 EACH 360.00

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Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition over 500 to 1000

545 NS0186069 EACH 400.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

546 NS0186070 EACH 440.00

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

(USD)

Amount

(USD)

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine (4 Inch Pipe)

547 NS0186071 EACH 480.00

Year Three-Reports of Irregular Conditions (RIC)-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

548 NS0186072 EACH 194.80

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition up to 500

549 NS0186073 EACH 392.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition over 500 to 1000

550 NS0186074 EACH 432.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine (2-3 Inch Pipe)

551 NS0186075 EACH 472.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(4 Inch Pipe)

552 NS0186076 EACH 512.00

Year Three-Reports of Irregular Conditions (RIC) With Regulator Inspections-Report of Irregular Condition Rotary/Flange/Turbine(6 inch pipe or greater)

553 NS0186077 EACH 24.00

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (with Meter Replacement or inspection)

554 NS0186078 EACH 50.00

Year Three-Relight Appliances/Per Appliance-Relight/ Appliances (Stand Alone Item-without meter exchange or Inspection)

555 NS0186079 EACH 93.00

Year Three-Inspection Programs-Vaulted Area Inspection

556 NS0186080 EACH 55.00

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) single location or intersection (location is consider corner to corner)

557 NS0186081 EACH 45.00

Year Three-Inspection Programs-Building of Public Assembly Inspection (BOPA) Multiple Inspections >3 per location/corner to corner)

558 NS0186082 EACH 68.00

Year Three-Inspection Programs-Main Valve Inspection (Location is considered one valve in intersection or corner to corner)

559 NS0186083 EACH 55.00

Year Three-Inspection Programs-Main Valve Inspection > 2 valves per location or intersection (location is consider corner to corner)

560 NS0186084 EACH 132.00

Year Three-Inspection Programs-High Pressure Inspection Only

561 NS0186085 EACH 55.00

Year Three-Inspection Programs-BOPA Referral Inspection

562 NS0186086 EACH 60.00

Year Three-Inspection Programs-Report of Irregular Condition (Ric) Without H/P Inspection Only

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563 NS0186087 EACH 132.00
Year Three-Inspection Programs-Report of Irregular Condition (Ric) With H/P Inspection Only

564 NS0186088 EACH 105.50
Year Three-Turn-Ons/Gas In-Turn -on After Construction- without High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only -GTC

565 NS0186089 EACH 145.50
Year Three-Turn-Ons/Gas In-Turn -on After Construction- with High Pressure Inspection for residential (1 to 3 Family)-Including relights Gas Only-GTC

566 NS0186090 EACH 140.00
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Blanket Purchase Agreement 4007767, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
(1 to 3 Family)-including relights Gas only-CTO

567 NS0186091 EACH 180.00
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-with High Pressure Inspection residential (1 to 3 Family)-including relights Gas only-CTO

568 NS0186092 EACH 175.00
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service-without High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

569 NS0186093 EACH 215.00
Year Three-Turn-Ons/Gas In-Turn-on for Customer Service- with High Pressure Inspection residential Gas and Electric (1 to 3 Family)-including relights-CTO

570 NS0186094 EACH 140.00
Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-without High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

571 NS0186095 EACH 180.00
Year Three-Turn-Ons/Gas In-Turn -on for other than Construction or Customer Service-with High Pressure Inspection (i.e. Energy Services)for residential (1 to 3 Family)-Including relights Gas Only-GTO

572 NS0186096 EACH 90.00
Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (gas-in included-Two Appliances)

573 NS0186097 EACH 50.00
Year Three-Turn-Ons/Gas In-Riser Integrity Test- Per Riser (no-gas in)

574 NS0186098 EACH 68.74
Year Three-Turn-Ons/Gas In-Turn-on Mutli-Family (>3Family) or Comercial Building -Includes tesitng from Head Of Service, Extension Service and up to Riser Valves. (Riser Test paid under Riser Integrity Test)

575 NS0186099 EACH 750.00
Year Three-Turn-Ons/Gas In-Swingover- activation of new service, and termination as well as locking and securing old service

576 NS0186100 EACH 55.00
Year Three-Miscellaneous Items-Turn off and Lock service (head of service and/or c/v) (ie Plumber meet for ESD)

577 NS0186101 EACH 100.00
Year Three-Miscellaneous Items-Electric meter install/ replace

578 NS0186102 EACH 125.00
Year Three-Miscellaneous Items-Gas Meter Removal up to size 1000 (Removal with no installation)

579 NS0186103 EACH 400.00
Year Three-Miscellaneous Items-Gas Meter Removal >size 1000 (Removal with no installation)

580 NS0186104 EACH 42.00
Year Three-Miscellaneous Items-Odorator Testing

581 NS0186105 EACH 1080.00
Year Three-Miscellaneous Items-Building by Pass (CNG Cart)

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582 NS0186106 EACH 210.00
Year Three-Miscellaneous Items-Outside Leak Investigation -Company Dispatched
583 NS0186107 EACH 140.00
Year Three-Miscellaneous Items-Outside Leak Investigation - Contractor Generated
584 NS0186108 EACH 210.00
Year Three-Miscellaneous Items-Inside Leak Investigation - Company Dispatched
585 NS0186109 EACH 140.00
Year Three-Miscellaneous Items-Inside Leak Investigation - Contractor Generated
586 NS0186110 EACH 140.00
Year Three-Miscellaneous Items-Leak Surveillance Follow up/Recheck
587 NS0186111 EACH 280.00
Year Three-Miscellaneous Items-Poor Pressure/ No Gas
588 NS0186112 EACH 200.00
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 3 Inch Pipe
589 NS0186113 EACH 200.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 4 Inch Pipe
590 NS0186114 EACH 200.00
Year Three-Miscellaneous Items-Repipe for Meter Exchange - 6 Inch Pipe or greater
591 NS0186115 EACH .00
Year Three-Overtime Rates-Overtime rate factor per item-Weekdays (Mondays - Saturday)
592 NS0186116 EACH .00
Year Three-Overtime Rates-Overtime rate factor per item-Sundays and Holidays
593 NS0186117 EACH 1.06
Year Three-Overtime Rates-Items Performed on Shift 3 (11p-7a)
594 NS0186118 EACH 1.03
Year Three-Overtime Rates-Items Performed on Shift 2 (3p-11p)
595 NS0186119 EACH 1.08
Year Three-Overtime Rates-Items Performed on Sundays and Holidays
596 NS0186120 HOUR 188.80
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
597 NS0186121 HOUR 95.90
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
598 NS0186122 HOUR 95.90
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-DPIR Survey
599 NS0186123 HOUR 283.20
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-2 Man Crew & Equipment
600 NS0186124 HOUR 143.85
Year Three-Time & Equipment Rates (applied as indicated in scope of work)-1 Man Crew & Equipment
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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.

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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

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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

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(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 Blanket Purchase Agreement 4007767,

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that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such

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certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: **(i)** the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and **(vi)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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GIFT POLICY

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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).

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Construction Terms and Conditions

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

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of

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CONSTRUCTION CONTRACTS

December 7, 2010

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1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2. Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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3. Specifications, Plans, and Drawings

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

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

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

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

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D. Where required by the Purchase Order, 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.

4. Price and Payment

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Blanket Purchase Agreement 4007767,

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

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

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Blanket Purchase Agreement 4007767,

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and Blanket Purchase Agreement 4007767,

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of

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governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence. 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.

7.Safeguards in Work

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

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

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test Blanket Purchase Agreement 4007767,

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all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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

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

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison

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against any liability resulting in whole or in part from such failure or neglect.

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

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

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9.Contractors Performance

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

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

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

(a)All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are

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unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

(b)The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

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

(c)Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by Blanket Purchase Agreement 4007767,

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Blanket Purchase Agreement 4007767,

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any and all tests and comply with all performance requirements contained in the Contract.

The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair,

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replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it occurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

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

(a) Labor

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

(b) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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equipment is actually being used in the performance of the Work.

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

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

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed; and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to seeking an injunction and filing an unfair labor practice charge.

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

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specified documents to establish both an individual's identity and legal authorization to work.

Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative.

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

C. For 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 Blanket Purchase Agreement 4007767,

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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 12 above.

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

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

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

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applicable law and the requirements of the Contract.

16. Claims

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

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

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Blanket Purchase Agreement 4007767,

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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

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(2) 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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts

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into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract.

Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Blanket Purchase Agreement 4007767,

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such Blanket Purchase Agreement 4007767,

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

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20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary

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structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison with access to all records of Contractor or its subcontractors in accordance with the provisions of the Blanket Purchase Agreement 4007767,

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(a) halt the continuation of such Work; and

(b) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(c) perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or

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

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25.Subcontracting

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

B.Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29.Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And

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Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and Blanket Purchase Agreement 4007767,

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such

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suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of Blanket Purchase Agreement 4007767,

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise. Blanket Purchase Agreement 4007767,

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

37. Insurance. 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" Blanket Purchase Agreement 4007767,

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 per occurrence and, for at least one year after completion of performance hereunder, Products/Completed Operations

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Liability Insurance with similar but separate and independent limits. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Blanket Purchase Agreement 4007767,

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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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based

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vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Blanket Purchase Agreement 4007767,

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Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Blanket Purchase Agreement 4007767,

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con

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Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Blanket Purchase Agreement 4007767,

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with

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first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Blanket Purchase Agreement 4007767,

1

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

52. Submission to Jurisdiction/Choice of Forum

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

B. Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Appendix A dated July 2007 A1 to A3

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 4

CONTRACTOR: PCT CONTRACTING LLC

PURCHASE ORDER NUMBER: 4010760

BID COMPARISON

\$6,688,789

\$6,693,248

\$7,081,122

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Consolidated Edison Company of New York, Inc.

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

UNITED STATES

Type **COMPASS BPA**

Order **4010760**

Revision **5**

PO Approved Date **02/01/2013**

Revision Date **02/01/2013**

Current Buyer **William Van Slyck**

Supplier: **PCT CONTRACTING LLC**

COMPASS 550 FRANKLIN AVE

MOUNT VERNON, NY 10550

UNITED STATES

Supplier

Contact:

FORTUNATO MICHAEL

9146622700

Key

ConEd

Contact:

William Van Slyck

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

9309 Immediate ALLOWED N/A

Effective Start Date Effective End Date Amount Agreed (USD)

08/13/2012 08/01/2014 5,251,900.00

Notes: Revision 4 dated February 1, 2013 for the changes noted with COMPASS BPA 4010760. All others Terms, Conditions, and price schedules shall remain unchanged and as is.

WESTCHESTER COUNTY, NEW YORK - Western Territory Dead Gas work with Underground Electric Distribution.

The above named contractor shall furnish all supervision, labor, materials (other than supplied by Con Ed), equipment and tools to perform construction services on non-pressurized / ungasped mains and services along with electric underground work as detailed in the bid specifications provided.

This COMPASS BPA is governed by perfect commerce bid event 36408 dated February 15, 2012, and all documents referenced therein (which are incorporated herein by reference), including, but not limited to, the following (but excluding SPECIAL CONDITIONS OF PURCHASE - BASIC ORDERING AGREEMENT);

- 1) The trenching manual dated July 8, 2011
- 2) The trenching manual, revision 7
- 3) The restoration manual revision 9
- 4) The standard Con Edison terms and conditions of construction contracts dated 12/7/10
- 5) The supplemental construction contract requirements, revision 1
- 6) SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT dated 4/29/09.
- 7) INFORMATION FOR OFFERORS
- 8) APPENDIX A OF THE STANDARD TERMS AND CONDITIONS dated July 2007
- 9) Con Edison Gift Policy
- 10) The the contractors submission of signed offer, disclosure, and compliance forms with no exceptions

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taken.

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This is a contract with a 2 year term, with Con Edison having an option to renew for a third year. This WESTERN area is the territory covering south of interstate 287 and all municipalities west of the eastern boundaries of the city of Yonkers and the town of Greenburg to the Hudson River. No work is to commence until a Environmental Health and Safety Plan (eHASP) has been submitted and accepted by the Con Ed.

NOTE: The contractor has taken no exceptions to any of the documents mentioned in this procurement.

.
Revision 4 of 02/01/13 will allow for the following;
processing of payments to the contractor for work on Saturday and Sunday or Holiday as requested, verified, and approved by Con Edison Management or thier duly authorized representatives vis COMPASS. The weekend factors will be as follows for all units;
Saturday Work at 1.16
Sunday / Holiday Work at 1.32

.
Also - Close out use of G45A, B, C, & D to replace with G45Ae, Be, Ce, and De. This will correct the unit of measure discrepancy between the contract and the Con Ed Trenching Manual.

.
Also - Add T-96: CRUSHED STONE. Missed during initial contract creation but bid on by supplier.

.
Also - Add "special Items" for payment of miscellaneous billings under master item numbers; NS0168393, NS0168423, NS0168451, NS0169972, NS0170141, NS0170248, NS0170249, NS0171598, and NS0171140.

.
All other Terms, Conditions, and Pricing Schedules Shall remain unchanged and in full force through the term of this BPA.

.
Reference Documents: Supplemental_Construction_Contract_Requirements_(SCCR)[1].pdf
SUB-CONTRACTING_PLAN_REFERENCE_DOCUMENT[1].pdf
Westchester Area Contract - Spec Cond 1-20-12.docx
Trenching Manual - Revision 7.doc

All prices and amounts on this order are expressed in USD
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)	Amount
(USD)	
1	NS0168419 LINEAR FOOT 3.00
2	NS0168627 LINEAR FOOT 66.95
3	NS0168631 LINEAR FOOT 64.89
4	NS0169363 LINEAR FOOT 89.61
5	NS0169364 LINEAR FOOT 89.61
6	NS0169365 LINEAR FOOT 90.64

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

(USD)

Amount

(USD)

7 NS0169366 LINEAR

FOOT

66.95

GT-26BE - 6IN-8IN

8 NS0169368 LINEAR

FOOT

82.40

GT-26BWK - 6IN-8IN

9 NS0169369 LINEAR

FOOT

95.00

GT-26C - 10IN-12IN

10 NS0169370 LINEAR

FOOT

139.05

GT-26CA - 10IN-12IN

11 NS0169371 LINEAR

FOOT

139.05

GT-26CC - 10IN-12IN

12 NS0169372 LINEAR

FOOT

113.30

GT-26CE - 10IN-12IN

13 NS0169374 LINEAR

FOOT

133.90

GT-26CWK - 10IN-12IN

14 NS0169385 LINEAR

FOOT

25.75

GT-27A - 2IN-4IN

15 NS0169386 LINEAR

FOOT

51.50

GT-27B - 6IN-8IN

16 NS0168857 02/01/2013 CYLIND

ER

695.25

G-45A - EXC/BKFLOVRMAIN1-4CY

17 NS0168858 02/01/2013 CYLIND

ER

824.00

G-45B - EXC/BKFLORMN4.1-8CY

18 NS0168859 02/01/2013 CYLIND

ER

1236.00

G-45C - EXC/BKFLORMN8.1-15CY

19 NS0168860 02/01/2013 CYLIND

ER

1854.00

G-45D - EXC/BKFLORMN15.1-25C

20 NS0169731 CYLIND

ER

97.85

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GT-93 - CONTRDENS BKFLINCREMN
21 NS0169733 CYLIND
ER
15.45
GT-94 - SPEC4BKFLINCREMENTAL
22 NS0169655 SQUARE
FOOT
16.00
GT-60 - T113W/RECESSPLTS
23 NS0169656 SQUARE
FOOT
10.00
GT-61 - T112W/RECESSPLTS
24 NS0169657 SQUARE
FOOT
20.00
GT-62 - RECESSPLATELFITEM
25 NS0170148 LINEAR 5.15
COMPASS BPA 4010760, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FOOT
PCP-3 - INSTPRIMARYCABLE
26 NS0170796 SQUARE
FOOT
4.12
T15 - FURNINSTTOPSOIL6 DP
27 NS0171018 LINEAR
FOOT
25.75
T22R - GRANITE/STONECURBS
28 NS0171050 CYLIND
ER
206.00
T30 - TEMPORARY MACADAM
29 NS0171123 CYLIND
ER
247.20
T31 - BINDER BASE
30 NS0171129 CYLIND
ER
154.50
T32 - CONCRETE BASE
31 NS0171157 CYLIND
ER
41.20
T40A - EXCAONLYMACHINEHAND
32 NS0171158 CYLIND
ER
15.45
T40B - BKFILOONLYMACHINEHAND
33 NS0171165 CYLIND
ER
84.20
T41 - EXCAMACHHAND<10FT
34 NS0171171 CYLIND
ER

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140.00
T41A - EXCAMACHHAND>10.1
35 NS0171172 CYLIND
ER
103.00
T42 - EXCA100 HAND<10FT
36 NS0171179 CYLIND
ER
51.50
T43 - EXCAMACHINEHAND<10FT
37 NS0171183 CYLIND
ER
100.00
T44 - EXCA100 HAND<10FT
38 NS0171202 LINEAR
FOOT
60.00
T46-2 - LINFT3-0FTORLESS<=2D
39 NS0171203 LINEAR
FOOT
65.00
T46-4 - LINFT3-0FTORLESS<=4D
40 NS0171204 LINEAR
FOOT
70.00
T46-6 - LINFT3-0FTORLESS<=6D
41 NS0171205 LINEAR
FOOT
80.00
T46-8 - LINFT3-0FTORLESS<=8D
42 NS0171215 LINEAR
FOOT
56.65
T46B-2 - LFTTRENCHING-2DUCTS
43 NS0171231 LINEAR
FOOT
40.00
COMPASS BPA 4010760, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T46UP-2 - LFTTRENCHING-2DUCTS
44 NS0171242 LINEAR
FOOT
52.53
T47-2 - LINFT3.1-5FT-2DUCTS
45 NS0171243 LINEAR
FOOT
55.62
T47-4 - LINFT3.1-5FT-4DUCTS
46 NS0171244 LINEAR
FOOT
66.95
T47-6 - LINFT3.1-5FT-6DUCTS
47 NS0171245 LINEAR
FOOT
77.25
T47-8 - LINFT3.1-5FT-8DUCTS

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48 NS0171291 EACH 103.00
T48 - TRENCHLESS,0.1-4.0CY
49 NS0171296 EACH 1000.00
T49 - URDREPAIR0.1-2.0CY
50 NS0171297 EACH 1100.00
T49A - URDREPAIR2.1-4.0CY
51 NS0171303 CYLIND
ER
500.00
T50 - ROCK
52 NS0171305 EACH 1545.00
T50S - REMSNOWICEFROMWKSITE
53 NS0171307 CYLIND
ER
618.00
T51 - ROCK REMOVAL-DISPOSE
54 NS0171309 CYLIND
ER
650.00
T51H - ROCKEXAVDRILLSPLIT
55 NS0171312 CYLIND
ER
500.00
T52 - ROCKREMOVLBYSPLQ
56 NS0171314 CYLIND
ER
154.50
T53 - INTACT MASONRY
57 NS0171315 CYLIND
ER
154.50
T53B - BRKDISPSTRUCCONCRETE
58 NS0171316 CYLIND
ER
309.00
T54 - ENCLOSURES
59 NS0171327 EACH 300.00
T61 - FURNINSTREMTREEGUARD
60 NS0171331 LINEAR
FOOT
339.90
T70 - ABANDELECTSTDUCT
61 NS0171332 LINEAR
FOOT
400.00
T70A - SAMEAST708INPIPE
62 NS0171357 CYLIND
ER
60.00
T90 - TRUCK/STORE
63 NS0171358 CYLIND
ER
15.45
COMPASS BPA 4010760, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T91 - CLEANFILL

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64 NS0171360 CYLIND
ER
41.20
T92 - SAND BACKFILL
65 NS0171363 CYLIND
ER
97.85
T93 - CONTROLDENSITYBKF
66 NS0171364 CYLIND
ER
15.45
T94 - NYSSPECNO4BKF
67 NS0171365 CYLIND
ER
40.00
T95 - TRUCKFROMSITE
68 NS0170601 SQUARE
FOOT
6.18
T101 - SOLID SHEETING
69 NS0170632 EACH 360.50
T125 - TESTPIT 0.1-4.0 CY
70 NS0170641 EACH 412.00
T126 - TESTPIT 4.1-8.0 CY
71 NS0170649 EACH 600.00
T129 - VACTORTRUCK
72 NS0170651 EACH 1000.00
T129TB - TEST BORING TO 30 FT
73 NS0170661 EACH 1545.00
T130 - PRECB3-6/S/TSBOX
74 NS0170668 EACH 2575.00
T131 - PRECAST DB-6
75 NS0170674 EACH 8000.00
T132 - PRECBV7-8/TM11-6
76 NS0170685 EACH 8240.00
T133 - PRECM11-6/TM12/CV8-6
77 NS0170693 EACH 10300.00
T134 - PREM14V13BV13M16TM16
78 NS0170720 EACH 5150.00
T137 - URD SPLICE/HT BOXES
79 NS0170721 EACH 600.00
T137A - CONC URD SPLICE BOX
80 NS0170726 EACH 2060.00
T139 - INST B3-6/S/TS BOXES
81 NS0170763 EACH 2266.00
T146 - FC B3-6,S,TS BOX
82 NS0170769 EACH 3500.00
T147 - FC SC2,SC3,DB6,S3MB
83 NS0170840 CYLIND
ER
80.00
T156B - B/O, DISP SB
84 NS0170843 EACH 1545.00
T158 - B/O,DISPOSECONDUITS
85 NS0170853 EACH 1000.00
T160 - REMOVEDISPOSEFRAMES
86 NS0170876 EACH 1236.00
T171Q - B/OREPLCASTTO25SF
87 NS0170877 EACH 1287.50

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T171QC - T171QCONCTOSURFACE
COMPASS BPA 4010760, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
88 NS0170878 EACH 1236.00
T171QR - B/OREGRDCASTTO25SF
89 NS0170879 EACH 1287.50
T171QRC - T171QRCONCTOSURFACE
90 NS0170888 EACH 1648.00
T172S - B/OREPLCASTTO40SF
91 NS0170889 EACH 1699.50
T172SC - T172SCONCTOSURFACE
92 NS0170890 EACH 1648.00
T172SR - B/OREGRDCAST40SF
93 NS0170891 EACH 1699.50
T172SRC - T172SRCONCTOSURFACE
94 NS0170897 EACH 1854.00
T173S - B/OREPLCAST40-60SF
95 NS0170898 EACH 1905.50
T173SC - T173SCONCTOSURFACE
96 NS0170899 EACH 1854.00
T173SR - B/OREGRDCAST40-60SF
97 NS0168629 LINEAR
FOOT
46.35
G-26AE - UP TO 4IN
98 NS0170900 EACH 1905.50
T173SRC - T173SRCONCTOSURFACE
99 NS0170906 EACH 1545.00
T174S - B/OREPLCAST>60SF
100 NS0170908 EACH 1545.00
T174SR - B/OREGRDCAST>60SF
101 NS0170909 EACH 1596.50
T174SRC - T174SRCONCTOSURFACE
102 NS0170910 EACH 2060.00
T175 - RESETEXISTTM VROOF
103 NS0170912 EACH 2575.00
T176 - RESETNEWTM/VROOF
104 NS0170916 EACH 432.60
T179 - DELIVERINSTALLCOVER
105 NS0170917 EACH 329.60
T179A - DELIVERINSTALLCOVER
106 NS0170918 EACH 978.50
T179B - PICKUPDELIVERMATLS
107 NS0170919 LINEAR
FOOT
2.58
T180 - INST 2"-5"CONDUIT
108 NS0170926 LINEAR
FOOT
2.06
T181 - ROD AND MANDREL
109 NS0170932 LINEAR
FOOT
5.15
T183 - INST4"-5"SPLITCONDUI
110 NS0170935 LINEAR

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FOOT
82.40
T185 - 2"HDEP
111 NS0170936 LINEAR
FOOT
95.00
T185A - INSTL2"HDPECONDUIT
112 NS0170945 LINEAR 90.00
COMPASS BPA 4010760, 5
Proprietary and Confidential Page 8 of 58
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FOOT
T186A - INSTL4"/5"HDPECONDU
113 NS0170946 LINEAR
FOOT
90.00
T186B - INSTL4"/5"HDPECONDU
114 NS0170948 EACH 650.00
T188 - 2"-5"RISERBENDPIPE
115 NS0170951 CYLIND
ER
669.50
T190 - STRUCTURALCONC<5CY
116 NS0170952 CYLIND
ER
721.00
T191 - STRUCTURALCONC>5CY
117 NS0171059 HOUR 75.00
T301 - LABORER/DRILLRUNNER
118 NS0171060 HOUR 70.00
T301A - FLAG PERSON W/TOOLS
119 NS0171071 HOUR 89.00
T302 - LAB FOREMAN W/TRUCK
120 NS0171077 HOUR 118.00
T303 - TEAMSTER,W/DUMPTRUCK
121 NS0171084 HOUR 20.00
T304 - COMPR/JHAMMERS
122 NS0171086 HOUR 100.00
T304M - ITEM304W/COMPRENDR
123 NS0171095 HOUR 148.00
T305 - OPENG W/BACKHOE
124 NS0171101 HOUR 100.00
T305B - OPERENGRMAINTMAN
125 NS0171113 HOUR 80.00
T306 - TIMBERMAN/TOOLS/TRAN
126 NS0168626 LINEAR
FOOT
66.95
G-26A - UP TO 4IN
127 NS0168628 LINEAR
FOOT
72.10
G-26AC - UP TO 4IN
128 NS0170599 CYLIND
ER
103.00
T1 - STREET/NOBASE/BRK

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129 NS0170957 CYLIND
ER
160.00
T1R - STREET/NOBASE/BRKRES
130 NS0170960 CYLIND
ER
185.40
T2 - STREET/BASE/BRK
131 NS0171041 CYLIND
ER
200.00
T2R - STREET/BASE/BRK/REST
132 NS0171325 CYLIND
ER
257.50
T6 - HEAVYREINCONRDBRK
133 NS0171330 CYLIND
ER
350.00
T7 - RESTONLYSDWKDRIV
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
134 NS0171342 CYLIND
ER
130.00
T7A - BREAKONLYSDWKDRIV
135 NS0171354 CYLIND
ER
350.00
T8R - C/B/R/D/RDR/SDWK
136 NS0170609 SQUARE
FOOT
6.18
T110 - VEHICULAR PLATES
137 NS0170611 SQUARE
FOOT
5.15
T112 - STRAPWELDEDPLATES
138 NS0170612 SQUARE
FOOT
12.36
T113 - STRAPWELDBEAMSPLATES
139 NS0170614 SQUARE
FOOT
3.09
T114 - PLATERENTALMAINT.
140 NS0170615 SQUARE
FOOT
4.12
T115 - PLATERENTALFORT112
141 NS0170617 SQUARE
FOOT
4.12
T117 - PEDESTRIAN PLATES
142 NS0170618 SQUARE
FOOT

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4.12
T118 - PEDPLATERENTAL
143 NS0170626 SQUARE
FOOT
2.06
T120 - STEELPROTECTIONPLATE
144 NS0170629 EACH 600.00
T122 - F/L/R SHUNT BOX
145 NS0170630 LINEAR
FOOT
65.00
T122A - LF SHUNT BOX > 50 FT
146 NS0170953 CYLIND
ER
154.50
T192 - SIMPLECONCNOREINF
147 NS0170961 EACH 1545.00
T200 - LUMPSUMLAYOUTS
148 NS0170975 HOUR 61.80
T210 - DEWATERING
149 NS0170976 Daily 480.00
T210A - DEWATERING/CREW DAY
150 NS0170979 EACH 618.00
T211 - MOBILIZATION
151 NS0170980 EACH 1300.00
T211A - MOB BEFORE WORKDAY
152 NS0170987 HOUR 103.00
T212 - PREMIUMCREWHOUR
153 NS0170994 HOUR 154.50
T213 - NIGHTPREMIUMCREWHR
154 NS0170999 EACH 1339.00
T215 - MOB WITHIN 4HRS
155 NS0168393 EACH 1.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
BILCORRECT - BILL CORRECTION
156 NS0168423 EACH 1.00
EQPINV - EQUIPMENTINVOICE
157 NS0168451 EACH 1.00
FINECORRCT - FINENOVCORRECTION
158 NS0169972 EACH 1.00
MATINV - MATERIALINVOICE
159 NS0170141 EACH 1.00
PARTIAL - PATRIALPAYMENT
160 NS0170248 EACH 1.00
PREMIUM - PREMDIFFPAYMENT
161 NS0170249 EACH 1.00
PROGRESS - PROGRESSPAYMENT
162 NS0170598 EACH 1.00
SUBINV - SUBCONTRACTINVOICE
163 NS0171140 EACH 1.00
T350 - TIMEEQPPAYMENT
164 NS0191559 EACH 695.25
Westchester West Gas Turnkey G-45AE
165 NS0191560 EACH 824.00
Westchester West Gas Turnkey G-45BE

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166 NS0191561 EACH 1236.00
Westchester West Gas Turnkey G-45CE
167 NS0191562 EACH 1854.00
Westchester West Gas Turnkey G-45DE
168 NS0171367 CYLIND
ER

40.54
T96 - CRUSHED STONE
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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.

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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

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to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$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 "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

Blanket Purchase Agreement 4010760,

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(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).

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NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and Blanket Purchase Agreement 4010760,

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

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GIFT POLICY

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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

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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).

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Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, Blanket Purchase Agreement 4010760,

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such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4. Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

6. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7. Expenditure Limitation

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Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract

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has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8. Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

Blanket Purchase Agreement 4010760,

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FOR

CONSTRUCTION CONTRACTS

July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

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

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

C.Contractors shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, Blanket Purchase Agreement 4010760,

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including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

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

4.Price and Payment.

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

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final

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payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a Blanket Purchase Agreement 4010760,

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

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

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

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

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

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

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

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

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

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

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

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor

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to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

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

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

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

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

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

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

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property

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and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

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

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4010760,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

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

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

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

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

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(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire

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performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

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

10. Con Edison Authority

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

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

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

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4010760,

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

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

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

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

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

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

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

13.Changes (Including Extra Work).

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

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

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

(i)Labor

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

(ii)Materials

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

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4010760,

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

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

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

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

D.In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a

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change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

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

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

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4010760,

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

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

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

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D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4010760,

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

15. Time and Material and Cost Reimbursable Work.

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

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

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

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

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

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

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

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

16. Claims.

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

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined

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in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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

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

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

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

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

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

(a) The date the Increased Costs were incurred;

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

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

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

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

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

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection

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

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

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

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

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

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

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

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the

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site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the

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Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Blanket Purchase Agreement 4010760,

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give

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rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents Blanket Purchase Agreement 4010760,

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30.Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31.Other Contractors.

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

B.If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter

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with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4010760,

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

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4010760,

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change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account

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

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

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

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their

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respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

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

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A. Employment related insurance.

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

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

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

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

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

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

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4010760,

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

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Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

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

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4010760,

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965,

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Attention: Legal Services, 4th Floor.
Certificates of Insurance identifying the Contract shall be sent to:
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Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, N.Y. 10003

Attention: Purchasing Department
Supplier Management Group (SMG)

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

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

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

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison
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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be

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withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

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

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

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

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

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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

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

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

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

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

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by

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law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Blanket Purchase Agreement 4010760,

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

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

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

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or

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on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 5

CONTRACTOR: D'ONOFRIO GENERAL CONTRACTORS CORP

PURCHASE ORDER NUMBER: 4011661

BID COMPARISON

\$1,830,685

\$2,200,300

\$2,387,000

\$2,389,000

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Complex Services PO 4011661, 3

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **Complex Services PO**

Order **4011661**

Revision **3**

PO Approved Date **02/01/2013**

Revision Date **02/01/2013**

Buyer **Andre Dunkley**

Supplier: **DONOFRIO GENERAL CONTRACTORS CORP**

COMPASS 202 28TH ST

BROOKLYN, NY 11232

UNITED STATES

Supplier

Contact:

LEONE VINCENT

7188325772

Key

ConEd

Contact:

Frank Radoslovic

212-606-2725

RADOSLOVICF@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

7017 Net 30 DESTINATION

Notes: The Scope of Work Shall include but not limited to: Furnish all labor, material (other than company material), equipment, insurance and supervision to the Civil work at 506 East 75th Street.

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

All work to be performed in accordance with:

Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirments (C-CM-003R1) dated June 7, 2008.

Invitation to Bid Event 36934 dated May 2, 2012

Clarification dated 4/24/12, clarification dated 5/21/12, clarification dated 5/9/12.

Special Conditions dated 5/9/12

Con Edison Representatives are:

John Feliciano telephone 646 235 2630

Mike Toskos – telephone 917 939 5840

Jose Palma EH& S Specialist 347-297-0534

- Con Edison's Project Specification CE-SS-3500-22945-08-A dated 4/9/12.

Complex Services PO 4011661, 3

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-D'onofrio's signed Offer, Exception, Disclosure, and Compliance Form dated May 25/2012..

OPTION PRICE – Furnish and install 354 lf of chain link fencing and associated gates.

\$39,700

Reference Documents: D'ONOFRIO PO SUMMARY 74TH STREET CIVIL EVENT

36934.docx

All prices and amounts on this order are expressed in USD

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

1 Needed:
10/06/2012
1 EACH 1737000.0
0

1,737,000.00
LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 86,850.00
Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -
LUMPSUM AGREEMENT

Needed:
10/06/2012
1 EACH 1737000.0
0

1,737,000.00

Ship To:

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

Total: **1,737,000.00 (USD)**

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Contract Terms and Conditions

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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)

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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.

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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 "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 4011661, 3

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(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)

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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 4011661, 3

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

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GIFT POLICY

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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

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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).

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Terms and Conditions

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

Standard Purchase Order 4011661, 3

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of

CONSTRUCTION CONTRACTS

December 7, 2010

1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2. Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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3. Specifications, Plans, and Drawings

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

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

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

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

D. Where required by the Purchase Order, 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.

4. Price and Payment

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase.

All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Standard Purchase Order 4011661, 3

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

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

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete

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performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Standard Purchase Order 4011661, 3

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule.

Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and Standard Purchase Order 4011661, 3

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work

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overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

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

7. Safeguards in Work

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

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

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test Standard Purchase Order 4011661, 3

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all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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

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

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F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

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

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9. Contractor's Performance

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

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

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

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

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other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

(b) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

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

(c) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by Standard Purchase Order 4011661, 3

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Standard Purchase Order 4011661, 3

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any and all tests and comply with all performance requirements contained in the Contract.

The warranty of good title shall be unlimited in time.

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

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connection with repair or replacement shall be disposed of by Contractor at its expense.

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

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

(a) Labor

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

(b) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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

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

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed; and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking Standard Purchase Order 4011661, 3

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specified documents to establish both an individual's identity and legal authorization to work.

Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or

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administration of any contract, agreement or purchase order for or on behalf of Con Edison or Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative.

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

C. For 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 Standard Purchase Order 4011661, 3

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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 12 above.

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

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

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

16. Claims

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

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

C. For claims for which Contractor has given timely notice, Contractor must segregate and

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maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Standard Purchase Order 4011661, 3

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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

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(2)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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Standard Purchase Order 4011661, 3

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires

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Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such Standard Purchase Order 4011661, 3

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and

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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 Purchase Order.

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

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20.Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21.Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22.Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23.Inspection and Tests and Correction of Defects

A.Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Standard Purchase Order 4011661, 3

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

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Edison shall have the option to :

- (a)halt the continuation of such Work; and
- (b)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (c)perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or
- (d)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25.Subcontracting

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

B.Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison) and shall notify Con Edison immediately of lack of progress or defective workmanship on the part of any of them (or of Con

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Edison). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32.Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33.Termination for Convenience

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of Standard Purchase Order 4011661, 3

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B.In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded to Con Edison. Except as

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agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

37. Insurance. 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"

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 per occurrence and, for

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at least one year after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Standard Purchase Order 4011661, 3

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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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s)

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issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Standard Purchase Order 4011661, 3

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Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Standard Purchase Order 4011661, 3

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's

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default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Standard Purchase Order 4011661, 3

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Standard Purchase Order 4011661, 3

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

52.Submission to Jurisdiction/Choice of Forum

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

B.Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53.Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54.Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 6

CONTRACTOR: SICON CONTRACTORS INC

PURCHASE ORDER NUMBER: 4018544

BID COMPARISON

\$19,712,617

\$23,204,566

\$23,416,976

\$26,622,242

\$32,013,637

\$34,686,240

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Blanket Purchase Agreement 4018544, 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 **4018544**
Revision **1**

PO Approved Date **12/04/2012**
Revision Date **09/14/2012**

Current Buyer **Andre Dunkley**
Supplier: **SICON CONTRACTORS INC**
600 SMITH ST
BROOKLYN, NY 11232
UNITED STATES

Supplier
Contact:
FERRARA TEDDY
7185962842

Key
ConEd
Contact:
Andre Dunkley

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
7431 Immediate

Effective Start Date Effective End Date Amount Agreed (USD)
09/01/2012 08/31/2015 23,300,000.00

Notes: All Attachments Are Herein Incorporated and Made Part of This Contract
The Supplier Has Taken NO Exceptions

Reference Documents: SICON CONTRACTING Rev 16.xml
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 NS0170603 08/31/2015 SQUARE

FOOT
9.00

T103 - TONGUE/GROVESHEETING

2 NS0170604 08/31/2015 SQUARE

FOOT
3.00

T104 - T/GSHEETINGFURNOTHER

3 NS0170837 08/31/2015 EACH 500.00

T155 - HINGEDCURBPANEL

4 NS0170838 08/31/2015 EACH 3586.00

T156 - B/O,DISPBOX/CONDUITS

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5 NS0170844 08/31/2015 EACH 10450.00
T159 - BREAKEXISTMANHOLE
6 NS0170863 08/31/2015 EACH 3775.00
T167 - INTERNALSEWERMATERIA
Blanket Purchase Agreement 4018544, 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
7 NS0170927 08/31/2015 CYLIND
ER
380.00
T182 - FIBERGLASS CONDUIT
8 NS0170951 08/31/2015 CYLIND
ER
700.00
T190 - STRUCTURALCONC<5CY
9 NS0170961 08/31/2015 EACH 2375.00
T200 - LUMPSUMLAYOUTS
10 NS0170962 08/31/2015 EACH 2660.00
T200A - T200 FOR PROTECTSTR
11 NS0170975 08/31/2015 HOUR 100.00
T210 - DEWATERING
12 NS0170979 08/31/2015 EACH 750.00
T211 - MOBILIZATION
13 NS0170999 08/31/2015 EACH 2375.00
T215 - MOB WITHIN 4HRS
14 NS0171008 08/31/2015 EACH 16500.00
T220 - MOB/DEMOBPILERIG
15 NS0171009 08/31/2015 EACH 1800.00
T221 - F+IWOODPILES
16 NS0171010 08/31/2015 LINEAR
FOOT
45.00
T222 - ADDWOODPILES
17 NS0170651 08/31/2015 EACH 1680.00
T129TB - TEST BORING TO 30 FT
18 NS0171022 08/31/2015 SQUARE
FOOT
52.00
T232 - F/I/REMVSTLSHEET
19 NS0171023 08/31/2015 POUND 3.75
T233 - F/I/REMVSTLWHALERS
20 NS0171024 08/31/2015 CYLIND
ER
800.00
T234 - REINFCONCMATW/FRM
21 NS0171046 08/31/2015 CYLIND
ER
550.00
T2SCCO - CO2EMERGWOR
22 NS0171047 08/31/2015 CYLIND
ER
600.00
T2SCCOA - T2SCCOPROTECTSTR

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23 NS0171136 08/31/2015 LINEAR
FOOT

53.00

T33A - BEVEL CUT CONC. BASE

24 NS0171181 08/31/2015 CYLIND
ER

430.00

T43REV1 - EXCAMACHINEHAND

25 NS0171182 08/31/2015 CYLIND
ER

275.00

T43REV2 - DEEPER/ADDTNEXCAV

26 NS0171201 08/31/2015 LINEAR
FOOT

81.00

T46 - LINEARFT 3-0FTORLESS

27 NS0171207 08/31/2015 LINEAR
FOOT

91.00

T46A - LF 3.0FTOR LESS LL14

28 NS0171220 08/31/2015 LINEAR 14.15

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

Amount

(USD)

FOOT

T46D - LFTCONDUIT>8DUCTS

29 NS0171236 08/31/2015 LINEAR
FOOT

40.00

T46UPL - LFITEMSUNPAVAREA

30 NS0171241 08/31/2015 LINEAR
FOOT

85.00

T47 - LINFT 3.1-5.0FT

31 NS0171247 08/31/2015 LINEAR
FOOT

95.00

T47A - LINFT 3.1-5.0FT LL14

32 NS0171259 08/31/2015 LINEAR
FOOT

159.00

T47L - LFTRENCH=>5FTDP

33 NS0171265 08/31/2015 LINEAR
FOOT

179.00

T47LA - LFTRENCH=>5FTDPPROT

34 NS0171273 08/31/2015 LINEAR
FOOT

99.00

T47LUPL - LFITEMSUNPAVAREA>5FT

35 NS0171286 08/31/2015 LINEAR
FOOT

49.00

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T47UPL - LFITEMSUNPAVAREA
36 NS0171303 08/31/2015 CYLIND
ER
300.00

T50 - ROCK
37 NS0171307 08/31/2015 CYLIND
ER
325.00

T51 - ROCK REMOVAL-DISPOSE
38 NS0171367 08/31/2015 CYLIND
ER
63.00

T96 - CRUSHED STONE
39 NS0171378 08/31/2015 EACH 3990.00

TFC1 - FCSTRUCT1SMALL
40 NS0171379 08/31/2015 EACH 13750.00

TFC2 - FCSTRUCT2MEDIUM
41 NS0171380 08/31/2015 EACH 21000.00

TFC3 - FCSTRUCT3LARGE
42 NS0171395 08/31/2015 EACH 1805.00

TPC1 - PCSTRUCT1SMALL
43 NS0171396 08/31/2015 EACH 8000.00

TPC2 - PCSTRUCT2MEDIUM
44 NS0171397 08/31/2015 EACH 13750.00

TPC3 - PCSTRUCT3LARGE
45 NS0171400 08/31/2015 EACH 3040.00

TPCSL1 - PCSLTSTRUCTSMALL1
46 NS0171401 08/31/2015 EACH 12065.00

TPCSL2 - PCSLTSTRUCTLARGE2
Blanket Purchase Agreement 4018544,
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Contract Terms and Conditions

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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

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incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

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.

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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 "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

Blanket Purchase Agreement 4018544,

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(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)

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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 Blanket Purchase Agreement 4018544,

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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

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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

Blanket Purchase Agreement 4018544,

1

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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

CECONY Construction TC's Dated 12-7-2012

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

Blanket Purchase Agreement 4018544,

1

Proprietary and Confidential Page 10 of 43

of

CONSTRUCTION CONTRACTS

December 7, 2010

-

1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2.Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

Blanket Purchase Agreement 4018544,

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3.Specifications, Plans, and Drawings

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

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

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

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

D.Where required by the Purchase Order, 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.

4.Price and Payment

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase.

All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Blanket Purchase Agreement 4018544,

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each

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subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

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

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Blanket Purchase Agreement 4018544,

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

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payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and Blanket Purchase Agreement 4018544,

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

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

7. Safeguards in Work

A. Contractor shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete

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carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

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

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test Blanket Purchase Agreement 4018544,

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all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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

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

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other Blanket Purchase Agreement 4018544,

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9. Contractor's Performance

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

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

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

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

(b) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

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

(c) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Blanket Purchase Agreement 4018544,

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

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

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice

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

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

(a) Labor

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

(b) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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

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

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed; and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to seeking an injunction and filing an unfair labor practice charge.

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

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specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former

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employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative.

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

C. For 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 Blanket Purchase Agreement 4018544,

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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 12 above.

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

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

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

16. Claims

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

B. For each claim for Non-Contract Work, as defined in (A)(i), Contractor must give written notice to Con Edison's designated representative within 5 days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Cost, as defined in (A)(ii), 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,

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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 Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Blanket Purchase Agreement 4018544,

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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
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(2) 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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Blanket Purchase Agreement 4018544,

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law.

Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such Blanket Purchase Agreement 4018544,

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may,

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without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

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20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is

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proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison Blanket Purchase Agreement 4018544,

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(a)halt the continuation of such Work; and

(b)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(c)perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or

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

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25.Subcontracting

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

B.Contractors shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should

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any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

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30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and Blanket Purchase Agreement 4018544,

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of Blanket Purchase Agreement 4018544,

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be

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necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise. Blanket Purchase Agreement 4018544,

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if

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it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

37. Insurance. 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" Blanket Purchase Agreement 4018544,

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 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. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos

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Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Blanket Purchase Agreement 4018544,

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Proprietary and Confidential Page 37 of 43

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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Blanket Purchase Agreement 4018544,

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Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Blanket Purchase Agreement 4018544,

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (hereinafter "Materials"), regardless of any statements thereon or therewith purporting to make them confidential or

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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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Blanket Purchase Agreement 4018544,

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Blanket Purchase Agreement 4018544,

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Proprietary and Confidential Page 41 of 43

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

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Contract.

52.Submission to Jurisdiction/Choice of Forum

A.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 Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B.Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53.Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54.Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Appendix A dated July 2007 A1 to A3

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 7

CONTRACTOR: DANELLA CONSTRUCTION OF NY INC

PURCHASE ORDER NUMBER: 4026478

BID COMPARISON

\$2,608,870

\$2,960,385

\$3,329,502

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COMPASS Complex Service PO
4026478, 4

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4026478**

Revision **4**

PO Approved Date **12/21/2012**

Revision Date **12/21/2012**

Buyer **Steven Sebastopoli**

Supplier: **DANELLA CONSTRUCTION OF NY INC**

COMPASS 80 BUSINESS PARK DR STE 200

ARMONK, NY 10504

UNITED STATES

Supplier

Contact:

MAZZARI PETER

9142737880

Key

ConEd

Contact:

Junyan Chang

212-894-9548

CHANGJ@CONED.COM

Ship To: **Multiple**

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8466 Immediate DELIVERED

Notes: INSTALL GAS PIPE AND TWO STAGE GAS REGULATOR STATION LOCATED AT W. 37th STREET AND 7th AVE MANHATTAN.

THE SCOPE OF WORK SHALL INCLUDE BUT NOT BE LIMITED TO:

INSTALLATION OF A TWO STAGE GAS REGULATOR, GAS PIPE AND ALL ASSOCIATED CONNECTIONS AS PER SPECIFICATION G-12-915 AND ALL REFERENCED DOCUMENTS.

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

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirments (C-CM-003R1) dated June 7, 2008.

Expenditure Limitation: The maximum expenditure authorized under Purchase Order is \$2,363,571.

Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation and the contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed modification to this Purchase Order.

CON EDISON AUTHORIZED REPRESENTATIVES ARE:

FELIM MCTAGUE 917/418-7218

COMPASS Complex Service PO

4026478, 4

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RUSS GROGAN 347/386-3690

JOHN POWERS 646/320-1589

This Purchase Order will be performed in accordance with the following:

- Con Edison's invitation to Bid Event # 37147 dated August 24, 2012 and all documents referenced therein.

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- Con Edison's Standard Terms and Conditions of Construction Contract's dated December 7, 2010.
- Con Edison's Project Specification G-12-915 dated August 7, 2012.
- Danella's signed Offer, Exception, Disclosure, and Compliance Form dated August 20, 2012.
- Con Edison's Clarifications/Addendum dated August 19, 20, 22 and 23, 2012.

A total of four Addendum were issued.

- Pre- Award Meeting Minutes dated September 5, 2012.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this Bid Event (#37147) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Jennifer Nellis 347-920-7346 nellisj@coned.com.

Prevailing Wages and Certified Payrolls:

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Jennifer Nellis 347-920-7346 nellisj@coned.com.

Attachment A Total Price \$ 95,724

Attachment B Total Price \$ 74,238

Base Bid Total Price \$ 2,193,609

Total Lump Sum Price \$ 2,363,571

Attachment A and B Estimated Quantities are not guaranteed. Danella shall only be paid for the actual quantity of each Attachment A and B Items performed outside t

Revision 003 created to correct the Compass Req # for internal payment purposes only. All terms, conditions and pricing remain unchanged.

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

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

(USD)

Amount

(USD)

1 Needed:

11/09/2012

20 LINEAR

FOOT

33.10 662.00

604 - 604 - UNCOATED STL 2"

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

1-1 604 - 604 - UNCOATED STL

2"

Needed:

11/09/2012

20 LINEAR

FOOT

33.10 662.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

6 Needed:

11/08/2012

20 LINEAR

Contains Confidential Commercial Information

FOOT

10.00 200.00

618 - 618 - COATED STL 2"

6-1 618 - 618 - COATED STL 2" Needed:

11/08/2012

20 LINEAR

FOOT

10.00 200.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

9 Needed:

11/08/2012

6 EACH 17.00 102.00

636 - 636 - WLDS/COLD TAPE 2"

9-1 636 - 636 - WLDS/COLD

TAPE 2"

Needed:

11/08/2012

6 EACH 17.00 102.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

20 Needed:

11/08/2012

4 EACH 308.00 1,232.00

688 - 688 - INST 2" STL FIT

20-1 688 - 688 - INST 2" STL FIT Needed:

11/08/2012

4 EACH 308.00 1,232.00

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4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

27 Needed:

11/08/2012

1 EACH 2193609.0

0

2,193,609.00

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 109,680.45

Retainage Rate: 10%

27-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

11/08/2012

1 EACH 2193609.0

0

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2,193,609.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

28 Needed:

11/08/2012

100 EACH 8.00 800.00

T101 - T101 - Solid Sheeting sq ft

28-1 T101 - T101 - Solid Sheeting
sq ft

Needed:

11/08/2012

100 EACH 8.00 800.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

29 Needed:

11/08/2012

50 EACH 6.00 300.00

T110 - T110 - Vehicular Plates sqft

29-1 T110 - T110 - Vehicular Plates
sqft

Needed:

11/08/2012

50 EACH 6.00 300.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
COMPASS Complex Service PO
4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

UNITED STATES

30 Needed:

11/08/2012

50 EACH 8.00 400.00

T112 - T112 - StrapWeldedPlates sqft

30-1 T112 - T112 -

StrapWeldedPlates sqft

Needed:

11/08/2012

50 EACH 8.00 400.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

31 Needed:

11/08/2012

50 EACH 10.50 525.00

T113 - T113 - StrapWeldBeamsPlates

31-1 T113 - T113 -

StrapWeldBeamsPlates

Contains Confidential Commercial Information

Needed:

11/08/2012

50 EACH 10.50 525.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

32 Needed:

11/08/2012

40 EACH 2.40 96.00

T120 - T120 - SteelProtectionPlate

32-1 T120 - T120 -

SteelProtectionPlate

Needed:

11/08/2012

40 EACH 2.40 96.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

Amount

(USD)

33 Needed:

11/08/2012

1 EACH 420.00 420.00

T125 - T125 - TestPit 0.1-4.0 cy

33-1 T125 - T125 - TestPit 0.1-4.0

cy

Needed:

11/08/2012

1 EACH 420.00 420.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

34 Needed:

11/08/2012

1 EACH 790.00 790.00

T126 - T126 - TestPit 4.1-8.0 cy

34-1 T126 - T126 - TestPit 4.1-8.0

cy

Needed:

11/08/2012

1 EACH 790.00 790.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

35 Needed:

11/08/2012

1 EACH 1200.00 1,200.00

T127 - T127 - TestPit 8.1-15.0 cy

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35-1 T127 - T127 - TestPit 8.1-15.0

cy

Needed:

11/08/2012

1 EACH 1200.00 1,200.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

36 Needed:

11/08/2012

1 EACH 2400.00 2,400.00

T128 - T128 - TestPit 15.1-25.0 cy

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

36-1 T128 - T128 - TestPit

15.1-25.0 cy

Needed:

11/08/2012

1 EACH 2400.00 2,400.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

37 Needed:

11/08/2012

10 LINEAR

FOOT

8.70 87.00

T183 - T183 - Inst4"-5"SplitCondui

37-1 T183 - T183 -

Inst4"-5"SplitCondui

Needed:

11/08/2012

10 LINEAR

FOOT

8.70 87.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

38 Needed:

11/08/2012

50 DOLLAR

S PER

HOUR

120.00 6,000.00

T210 - T210 - Dewatering

38-1 T210 - T210 - Dewatering Needed:

11/08/2012

50 DOLLAR

S PER

Contains Confidential Commercial Information

HOUR

120.00 6,000.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

39 Needed:

11/08/2012

5 CYLIND

ER

480.00 2,400.00

T2R - T2R - Street/Base/Brk/Rest

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

39-1 T2R - T2R -

Street/Base/Brk/Rest

Needed:

11/08/2012

5 CYLIND

ER

480.00 2,400.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

40 Needed:

11/08/2012

20 CYLIND

ER

358.00 7,160.00

T30 - T30 - Temporary Macadam

40-1 T30 - T30 - Temporary

Macadam

Needed:

11/08/2012

20 CYLIND

ER

358.00 7,160.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

68 Needed:

11/08/2012

10 CYLIND

ER

360.00 3,600.00

T31 - T31 - Binder Base

68-1 T31 - T31 - Binder Base Needed:

11/08/2012

10 CYLIND

ER

Contains Confidential Commercial Information

360.00 3,600.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

72 Needed:

11/08/2012

5 CYLIND

ER

240.00 1,200.00

T32 - T32 - Concrete Base

72-1 T32 - T32 - Concrete Base Needed:

11/08/2012

5 CYLIND

ER

240.00 1,200.00

Ship To:

COMPASS Complex Service PO
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Item

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

Amount

(USD)

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

73 Needed:

11/08/2012

25 CYLIND

ER

180.00 4,500.00

T41 - T41 - ExcaMachHand<10ft

73-1 T41 - T41 -

ExcaMachHand<10ft

Needed:

11/08/2012

25 CYLIND

ER

180.00 4,500.00

Ship To:

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

74 Needed:

11/08/2012

10 CYLIND

ER

204.00 2,040.00

T44 - T44 - Exca100 Hand<10ft

74-1 T44 - T44 - Exca100

Hand<10ft

Needed:

11/08/2012

10 CYLIND

ER

204.00 2,040.00

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Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES
75 Needed:
11/08/2012
50 CYLIND
ER
480.00 24,000.00
T50 - T50 - Rock
75-1 T50 - T50 - Rock Needed:
11/08/2012
50 CYLIND
ER
480.00 24,000.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES
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Part Number / Description Supplier Part# Delivery Date/Time Quantity UOM Unit Price
(USD)
Amount
(USD)

76 Needed:
11/08/2012
30 CYLIND
ER
600.00 18,000.00
T51 - T51 - Rock Removal-Dispose
76-1 T51 - T51 - Rock
Removal-Dispose
Needed:
11/08/2012
30 CYLIND
ER
600.00 18,000.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

77 Needed:
11/08/2012
25 CYLIND
ER
240.00 6,000.00
T52 - T52 - RockRemvlBySplEqp
77-1 T52 - T52 -
RockRemvlBySplEqp
Needed:
11/08/2012
25 CYLIND
ER
240.00 6,000.00
Ship To:

Contains Confidential Commercial Information

750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

78 Needed:
11/08/2012
10 CYLIND

ER
300.00 3,000.00

T53 - T53 - Intact Masonry
78-1 T53 - T53 - Intact Masonry Needed:

11/08/2012
10 CYLIND

ER
300.00 3,000.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

79 Needed:
11/08/2012
10 CYLIND

ER
360.00 3,600.00

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Line /

Pay

Item

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

Amount
(USD)

T54 - T54 - Enclosures

79-1 T54 - T54 - Enclosures Needed:

11/08/2012
10 CYLIND

ER
360.00 3,600.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

80 Needed:
11/08/2012
10 CYLIND

ER
250.00 2,500.00

T56 - T56 - ConcEncasStlPipe
80-1 T56 - T56 - ConcEncasStlPipe Needed:

11/08/2012
10 CYLIND

ER
250.00 2,500.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

81 Needed:
11/08/2012

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8 EACH 76.00 608.00
T57 - T57 - Cut/bk/rem woodtie
81-1 T57 - T57 - Cut/bk/rem
woodtie

Needed:
11/08/2012
8 EACH 76.00 608.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

82 Needed:
11/08/2012
20 EACH 34.50 690.00
T58 - T58 - WoodTiesWhole
COMPASS Complex Service PO
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Pay
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Part Number / Description Supplier Part# Delivery Date/Time Quantity UOM Unit Price
(USD)
Amount
(USD)

82-1 T58 - T58 - WoodTiesWhole Needed:
11/08/2012
20 EACH 34.50 690.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

83 Needed:
11/08/2012
200 LINEAR
FOOT
19.80 3,960.00

T59 - T59 - TrolleyRails
83-1 T59 - T59 - TrolleyRails Needed:
11/08/2012
200 LINEAR
FOOT
19.80 3,960.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

84 Needed:
11/08/2012
5 CYLIND
ER
378.00 1,890.00

T7 - T7 - RestOnlySdwkDriv
84-1 T7 - T7 - RestOnlySdwkDriv Needed:
11/08/2012
5 CYLIND
ER
378.00 1,890.00

Ship To:
750 EAST 16TH ST

Contains Confidential Commercial Information

NEW YORK, NY 10009
UNITED STATES

85 Needed:
11/08/2012
10 CYLIND

ER
636.00 6,360.00

T7R - T7R - BrkRestSdwkDriv
85-1 T7R - T7R - BrkRestSdwkDriv Needed:
11/08/2012
10 CYLIND

ER
636.00 6,360.00

Ship To:
750 EAST 16TH ST
COMPASS Complex Service PO
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Pay

Item

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

Amount

(USD)

NEW YORK, NY 10009
UNITED STATES

86 Needed:
11/08/2012
25 CYLIND

ER
50.00 1,250.00

T91 - T91 - CleanFill
86-1 T91 - T91 - CleanFill Needed:
11/08/2012
25 CYLIND

ER
50.00 1,250.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

87 Needed:
11/08/2012
10 CYLIND

ER
47.00 470.00

T92 - T92 - Sand Backfill
87-1 T92 - T92 - Sand Backfill Needed:
11/08/2012
10 CYLIND

ER
47.00 470.00

Ship To:
750 EAST 16TH ST
NEW YORK, NY 10009
UNITED STATES

88 Needed:
11/08/2012
45 CYLIND

Contains Confidential Commercial Information

ER

54.00 2,430.00

T95 - T95 - TruckFromSite

88-1 T95 - T95 - TruckFromSite Needed:

11/08/2012

45 CYLIND

ER

54.00 2,430.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

89 Needed:

11/08/2012

4 EACH 200.00 800.00

678 Cut Steel Fitting or Miter Cut Pipe 8" (Includes Beveling) PLEASE NOTE: The installation, alignment, 2 welds and coating shall be paid under Item 692

89-1 678 Cut Steel Fitting or Miter

Cut Pipe 8" (Includes

Beveling) PLEASE NOTE:

The installation, alignment, 2

welds and coating shall be paid

under Item 692

Needed:

11/08/2012

4 EACH 200.00 800.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

90 Needed:

11/08/2012

1 EACH 290.00 290.00

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

90-1 681 Cut Steel Fitting or Miter

Cut Pipe 16" (Includes

Beveling) PLEASE NOTE:

The installation, alignment, 2

welds and coating shall be paid

under Item 695A

Needed:

11/08/2012

1 EACH 290.00 290.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

91 Needed:

11/08/2012

Contains Confidential Commercial Information

2 EACH 1360.00 2,720.00
692 Install steel fitting, 8" (2 welds and "Tape" coating fitting/welds)
91-1 692 Install steel fitting, 8" (2
welds and "Tape" coating
fitting/welds)

Needed:

11/08/2012

2 EACH 1360.00 2,720.00

Ship To:

4 IRVING PLACE

COMPASS Complex Service PO

4026478, 4

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Line /

Pay

Item

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

Amount

(USD)

NEW YORK, NY 10003

UNITED STATES

92 Needed:

11/08/2012

2 EACH 1381.00 2,762.00

692A Install steel fitting, 8" (2 welds and "Hot Coal Tar" Coating fitting/welds)

92-1 692A Install steel fitting, 8" (2

welds and "Hot Coal Tar"

Coating fitting/welds)

Needed:

11/08/2012

2 EACH 1381.00 2,762.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

93 Needed:

11/08/2012

2 EACH 2860.00 5,720.00

695A Install steel fitting, 16" (2 welds and "Hot Coal Tar" Coating fitting/welds)

93-1 695A Install steel fitting, 16"

(2 welds and "Hot Coal Tar"

Coating fitting/welds)

Needed:

11/08/2012

2 EACH 2860.00 5,720.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

94 Needed:

11/08/2012

50 CYLIND

ER

504.00 25,200.00

T55 Break, remove and dispose of concrete and masonry in car or trolley track area

94-1 T55 Break, remove and dispose

of concrete and masonry in car

or trolley track area

Needed:

Contains Confidential Commercial Information

11/08/2012
50 CYLIND

ER

504.00 25,200.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

COMPASS Complex Service PO

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Line /

Pay

Item

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

(USD)

Amount

(USD)

95 Needed:

11/08/2012

15 LINEAR

FOOT

80.00 1,200.00

608 Install Uncoated Steel Pipe, 8" (Include coating the uncoated Steel Pipe by tape)

95-1 608 Install Uncoated Steel

Pipe, 8" (Include coating the
uncoated Steel Pipe by tape)

Needed:

11/08/2012

15 LINEAR

FOOT

80.00 1,200.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

96 Needed:

11/08/2012

15 LINEAR

FOOT

134.00 2,010.00

608A Install Uncoated Steel Pipe, 8" (Include coating the uncoated Steel Pipe by "Hot Coal Tar")

96-1 608A Install Uncoated Steel

Pipe, 8" (Include coating the
uncoated Steel Pipe by "Hot

Coal Tar")

Needed:

11/08/2012

15 LINEAR

FOOT

134.00 2,010.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

97 Needed:

11/08/2012

10 LINEAR

FOOT

200.00 2,000.00

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611 Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by tape)

97-1 611 Install Uncoated Steel
Pipe, 16" (Include coating the
uncoated Steel Pipe by tape)

Needed:

11/08/2012

10 LINEAR

FOOT

200.00 2,000.00

Ship To:

4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

98 Needed:

11/08/2012

10 LINEAR

FOOT

262.00 2,620.00

COMPASS Complex Service PO
4026478, 4

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Line /

Pay

Item

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

(USD)

Amount

(USD)

611A Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by "Hot Coal Tar")

98-1 611A Install Uncoated Steel
Pipe, 16" (Include coating the
uncoated Steel Pipe by "Hot
Coal Tar")

Needed:

11/08/2012

10 LINEAR

FOOT

262.00 2,620.00

Ship To:

4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

99 Needed:

11/08/2012

15 LINEAR

FOOT

40.00 600.00

622 Install Coated Steel Pipe, 8"

99-1 622 Install Coated Steel Pipe, 8
"

Needed:

11/08/2012

15 LINEAR

FOOT

40.00 600.00

Ship To:

4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

100 Needed:

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11/08/2012
10 LINEAR
FOOT
50.00 500.00
625 Install Coated Steel Pipe, 16"
100-1 625 Install Coated Steel Pipe,
16"

Needed:
11/08/2012
10 LINEAR
FOOT
50.00 500.00

Ship To:
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

101 Needed:
11/08/2012
2 EACH 126.00 252.00
643 Coat Pipe to Pipe Welds 8" "Coal Tar"
101-1 643 Coat Pipe to Pipe Welds 8" Needed: 2 EACH 126.00 252.00
COMPASS Complex Service PO
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(USD)
Amount
(USD)

"Coal Tar" 11/08/2012

Ship To:
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

102 Needed:
11/08/2012
2 EACH 108.00 216.00
644 Coat Pipe to Pipe Welds 8" "Cold Tape"
102-1 644 Coat Pipe to Pipe Welds 8"
"Cold Tape"

Needed:
11/08/2012
2 EACH 108.00 216.00

Ship To:
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

103 Needed:
11/08/2012
2 EACH 560.00 1,120.00
649 Coat Pipe to Pipe Welds 16" "Hot Coal Tar Enamel"
103-1 649 Coat Pipe to Pipe Welds
16" "Hot Coal Tar Enamel"

Needed:
11/08/2012
2 EACH 560.00 1,120.00

Ship To:
4 IRVING PLACE

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NEW YORK, NY 10003

UNITED STATES

104 Needed:

11/08/2012

2 EACH 350.00 700.00

650 Coat Pipe to Pipe Welds 16" "Cold Tape"

104-1 650 Coat Pipe to Pipe Welds

16" "Cold Tape"

Needed:

11/08/2012

2 EACH 350.00 700.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

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Item

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

(USD)

Amount

(USD)

105 Needed:

11/08/2012

2 EACH 100.00 200.00

664 Straight Cut Plain or Coated Pipe 8"

105-1 664 Straight Cut Plain or

Coated Pipe 8"

Needed:

11/08/2012

2 EACH 100.00 200.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

106 Needed:

11/08/2012

2 EACH 150.00 300.00

664A Straight Cut Plain or Coated Pipe 8" (Includes removal of existing coating, pipe preparation for cut and beveling)

106-1 664A Straight Cut Plain or

Coated Pipe 8" (Includes

removal of existing coating,

pipe preparation for cut and

beveling)

Needed:

11/08/2012

2 EACH 150.00 300.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

107 Needed:

11/08/2012

2 EACH 200.00 400.00

667 Straight Cut Plain or Coated Pipe 16"

107-1 667 Straight Cut Plain or

Coated Pipe 16"

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Needed:

11/08/2012

2 EACH 200.00 400.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

108 Needed:

11/08/2012

2 EACH 240.00 480.00

667A Straight Cut Plain or Coated Pipe 16" (Includes removal of existing coating, pipe preparation for cut and

COMPASS Complex Service PO

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Item

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

(USD)

Amount

(USD)

beveling)

108-1 667A Straight Cut Plain or

Coated Pipe 16" (Includes

removal of existing coating,

pipe preparation for cut and

beveling)

Needed:

11/08/2012

2 EACH 240.00 480.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

109 Needed:

11/08/2012

2 EACH 2860.00 5,720.00

695 Install steel fitting, 16" (2 welds and "Tape" coating fitting/welds)

109-1 695 Install steel fitting, 16" (2

welds and "Tape" coating

fitting/welds)

Needed:

11/08/2012

2 EACH 2860.00 5,720.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

110 Needed:

11/08/2012

2 EACH 540.00 1,080.00

721 Weld pipe to pipe, 8" (Includes mitre Pipe weld) (See Items 643 and 644 for coating the 8" welded joint)

110-1 721 Weld pipe to pipe, 8"

(Includes mitre Pipe weld) (See

Items 643 and 644 for coating

the 8" welded joint)

Needed:

11/08/2012

2 EACH 540.00 1,080.00

Ship To:

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4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

111 Needed:
11/08/2012

2 EACH 1100.00 2,200.00

724 Weld pipe to pipe, 16" (Includes mitre Pipe weld) (See Items 649 and 650 for coating the 16" welded joint)

COMPASS Complex Service PO

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

(USD)

Amount

(USD)

111-1 724 Weld pipe to pipe, 16"

(Includes mitre Pipe weld) (See

Items 649 and 650 for coating

the 16" welded joint)

Needed:

11/08/2012

2 EACH 1100.00 2,200.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Total: **2,363,571.00 (USD)**

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Contract Terms and Conditions

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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

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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.

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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 "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

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(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

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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 4026478, 4

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

Appendix A.

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Gift Policy

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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).

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STANDARD TERMS AND CONDITIONS

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

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of

CONSTRUCTION CONTRACTS

December 7, 2010

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1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor-The contractor named on the face of the Con Edison purchase order.

Contract-The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2. Contract Formation. A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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3. Specifications, Plans, and Drawings

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

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

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

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

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

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

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

D. Where required by the Purchase Order, 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.

4. Price and Payment

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase.

All payment periods, including discount periods, shall begin upon receipt by Con Edison's Accounts Payable Department of acceptable invoices. Unless otherwise specified in the purchase order, payment shall be made within 30 days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, to the extent requested by Con Edison, no invoice shall be processed unless and until Contractor Standard Purchase Order 4026478, 4

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record all liens and contain a covenant to defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

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

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

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schedule and whether it is acceptable shall be conclusive.

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a Standard Purchase Order 4026478, 4

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claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

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

7.Safeguards in Work

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

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

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test Standard Purchase Order 4026478, 4

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all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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

E.If in the opinion of Con Edison's authorized representative Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when Con Edison's authorized representative is not present at the site, a Con Edison employee

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

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

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

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physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9. Contractor's Performance

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

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

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

(a) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all

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

(b)The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

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

(c)Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by Standard Purchase Order 4026478, 4

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local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet Standard Purchase Order 4026478, 4

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any and all tests and comply with all performance requirements contained in the Contract.

The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the

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warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it occurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

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

13.Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

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

(a)Labor

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

(b)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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

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

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

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the changes at the time it is directed to do so by Con Edison.

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed; and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to seeking an injunction and filing an unfair labor practice charge.

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

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specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any

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former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative. If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For 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 Standard Purchase Order 4026478, 4

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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 12 above.

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

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

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

16. Claims

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

B. For each claim for Non-Contract Work, as defined in (A)(i), Contractor must give written notice to Con Edison's designated representative within 5 days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Cost, as defined in (A)(ii), 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

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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 Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison. For each claim for Non-Contract Work, as Standard Purchase Order 4026478, 4

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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

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(2) 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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or Standard Purchase Order 4026478, 4

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to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such

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

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such Standard Purchase Order 4026478, 4

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

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

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service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

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20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B. No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone

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acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

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

(a) halt the continuation of such Work; and

(b) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(c) perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or

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

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

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25. Subcontracting

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

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or

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cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and Standard Purchase Order 4026478, 4

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor

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shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of Standard Purchase Order 4026478, 4

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termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to

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Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

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

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34. 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 Contractor or its subcontractors in connection with the Work 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 Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

37. Insurance. 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"

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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) Employer's Liability Insurance, including accidents (with a limit of \$1,000,000 per accident) and occupation diseases (with a limit of \$1,000,000 per employee).

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(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 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. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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 Standard Purchase Order 4026478, 4

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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 the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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 Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and

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arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Standard Purchase Order 4026478, 4

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Work-Related Injury/Illness") to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take Standard Purchase Order 4026478, 4

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possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that

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Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless Standard Purchase Order 4026478, 4

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in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

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50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Standard Purchase Order 4026478, 4

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

52. Submission to Jurisdiction/Choice of Forum

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

B. Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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PO Terms

INSTALL GAS PIPE AND TWO STAGE GAS REGULATOR STATION LOCATED AT W. 37th STREET AND 7th AVE MANHATTAN.

THE SCOPE OF WORK SHALL INCLUDE BUT NOT BE LIMITED TO:

INSTALLATION OF A TWO STAGE GAS REGULATOR, GAS PIPE AND ALL ASSOCIATED CONNECTIONS AS PER SPECIFICATION G-12-915 AND ALL REFERENCED DOCUMENTS.

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

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirements (C-CM-003R1) dated June 7, 2008.

Expenditure Limitation: The maximum expenditure authorized under Purchase Order is \$2,363,571. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation and the contractor shall not be Standard Purchase Order 4026478, 4

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obligated to continue performance unless and until an increase has been authorized by means of a duly executed modification to this Purchase Order.

CON EDISON AUTHORIZED REPRESENTATIVES ARE:

FELIM MCTAGUE 917/418-7218

RUSS GROGAN 347/386-3690

JOHN POWERS 646/320-1589

This Purchase Order will be performed in accordance with the following:

- Con Edison's invitation to Bid Event # 37147 dated August 24, 2012 and all documents referenced therein.
- Con Edison's Standard Terms and Conditions of Construction Contract's dated December 7, 2010.
- Con Edison's Project Specification G-12-915 dated August 7, 2012.
- Danella's signed Offer, Exception, Disclosure, and Compliance Form dated August 20, 2012.
- Con Edison's Clarifications/Addendum dated August 19, 20, 22 and 23, 2012.

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A total of four Addendum were issued.

-Pre- Award Meeting Minutes dated September 5, 2012.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this Bid Event (#37147) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Jennifer Nellis 347-920-7346 nellisj@coned.com.

Prevailing Wages and Certified Payrolls:

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Jennifer Nellis 347-920-7346 nellisj@coned.com.

Attachment A Total Price \$ 95,724

Attachment B Total Price \$ 74,238

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Base Bid Total Price \$ 2,193,609

Total Lump Sum Price \$ 2,363,571

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

Attachment A

ITEMS DESCRIPTIONS UNIT OF MEASUREMENT

ESTIMATED

QUANTITIES

UNIT PRICE

678 Cut Steel Fitting or Miter Cut Pipe 8" (Includes Beveling) PLEASE NOTE: The installation, alignment, 2 welds and coating shall be paid under Item 692

EA 4 \$200.00

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

EA 1 \$290.00

688 Install steel fitting, 2" (2 welds and " Cold Tape" Coating fitting/welds)

EA 4 \$308.00

692 Install steel fitting, 8" (2 welds and "Tape" coating fitting/welds)

EA 2 \$1,360.00

692A Install steel fitting, 8" (2 welds and "Hot Coal Tar " Coating fitting/welds)

EA 2 \$1,381.00

695A Install steel fitting, 16" (2 welds and "Hot Coal Tar" Coating fitting/welds)

EA 2 \$2,860.00

T50 * Rock removal and disposal (Section 2.3.4) " Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater.

CY 50 \$480.00

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

CY 30 \$600.00

T52 * Boulder, Rock & masonry removal and disposal CY 25 \$240.00

T53 * Intact Masonry "Incremental" in cost to trench

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excavation, including FI sheeting and backfill, if trench depth is 5' or greater.

CY 10 \$300.00

T55 Break, remove and dispose of concrete and masonry in car or trolley track area, including removal (any required burning also) and disposal of all associated structural members and

CY 50 \$504.00

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Proprietary and Confidential Page 64 of 66 associated materials, backfill openings and trenches with suitable material.

T210 Pumping HR 50 \$120.00

Attachment B

ITEMS DESCRIPTIONS UNIT OF MEASUREMENT

ESTIMATED

QUANTITIES

UNIT PRICE

604 Install Uncoated Steel Pipe, 2" (Include coating the uncoated Steel Pipe by tape)

LF 20 \$33.10

608 Install Uncoated Steel Pipe, 8" (Include coating the uncoated Steel Pipe by tape)

LF 15 \$80.00

608A Install Uncoated Steel Pipe, 8" (Include coating the uncoated Steel Pipe by "Hot Coal Tar")

LF 15 \$134.00

611 Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by tape)

LF 10 \$200.00

611A Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by "Hot Coal Tar")

LF 10 \$262.00

618 Install Coated Steel Pipe, 2" LF 20 \$10.00

622 Install Coated Steel Pipe, 8" LF 15 \$40.00

625 Install Coated Steel Pipe, 16" LF 10 \$50.00

636 Coat Pipe to Pipe Welds 2" "Cold Tape" EA 6 \$17.00

643 Coat Pipe to Pipe Welds 8" "Coal Tar" EA 2 \$126.00

644 Coat Pipe to Pipe Welds 8" "Cold Tape" EA 2 \$108.00

649 Coat Pipe to Pipe Welds 16" "Hot Coal Tar Enamel"

EA 2 \$560.00

650 Coat Pipe to Pipe Welds 16" "Cold Tape" EA 2 \$350.00

664 Straight Cut Plain or Coated Pipe 8" EA 2 \$100.00

664A Straight Cut Plain or Coated Pipe 8"

(Includes removal of existing coating, pipe preparation for cut and beveling)

EA 2 \$150.00

667 Straight Cut Plain or Coated Pipe 16" EA 2 \$200.00

667A Straight Cut Plain or Coated Pipe 16"

(Includes removal of existing coating, pipe preparation for cut and beveling)

EA 2 \$240.00

695 Install steel fitting, 16" (2 welds and "Tape" EA 2 \$2,860.00

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coating fitting/welds)

721 Weld pipe to pipe, 8" (Includes mitre Pipe weld) (See Items 643 and 644 for coating the 8" welded joint)

EA 2 \$540.00

724 Weld pipe to pipe, 16" (Includes mitre Pipe weld) (See Items 649 and 650 for coating the 16" welded joint)

EA 2 \$1,100.00

T2R Surface Pavement, with Base CY 5 \$480.00

T7R Remove and Restore Sidewalk CY 10 \$636.00

T7 Replace Sidewalk CY 5 \$378.00

T30 Temporary Mack CY 20 \$358.00

T31 Binder Base CY 10 \$360.00

T32 Concrete Base CY 5 \$240.00

T41 Hand & Mach. Excav./Backfill/Cleanfill CY 25 \$180.00

T44 Hand Excav./Backfill/Remove Excess CY 10 \$204.00

T54 Break duct with live cable CY 10 \$360.00

T56 Break duct with de-energized cable CY 10 \$250.00

T57 Cut-Remove Wood Trolley Ties EA 8 \$76.00

T58 Remove Wood Trolley Ties intact EA 20 \$34.50

T59 Trolley Track rails FT 200 \$19.80

T91 Clean Fill CY 25 \$50.00

T92 Sand Backfill CY 10 \$47.00

T95 Truck & Dispose CY 45 \$54.00

T101 Install Solid Sheeting SF 100 \$8.00

T110 Vehicular Plates SF 50 \$6.00

T112 Vehicular Plates, Strap Welded SF 50 \$8.00

113 Vehicular Plates, with Support Beams SF 50 \$10.50

T120 Protection Plates SF 40 \$2.40

T125 Test Pits (0.4-4.0 cy) test pit size 6' long x 2' wide x 4'6" deep

EA 1 \$420.00

T126 Test Pits (4.1 to 8.0 cy) Test pit size shall be 6' long x 4'6" wide x 5'6" deep.

EA 1 \$790.00

T127 Test Pit 8.1 to 15 CY EA 1 \$1,200.00

T128 Test Pit 15.1 to 25.0 CY EA 1 \$2,400.00

T183 Install 4"-5" split duct LF 10 \$8.70

Signatures

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Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 8

CONTRACTOR: FRESH MEADOW MECHANICAL CORP

PURCHASE ORDER NUMBER: 4031777

BID COMPARISON

\$8,127,000

\$8,340,000

\$14,107,945

\$15,000,000

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COMPASS Complex Service PO 4031777, 3
Proprietary and Confidential Page 1 of 46
Consolidated Edison Company of New York, Inc.

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

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4031777**

Revision **3**

PO Approved Date **02/01/2013**

Revision Date **02/01/2013**

Buyer **Andre Dunkley**

Supplier: **FRESH MEADOW MECHANICAL CORP**

65-01 FRESH MEADOW LN

FRESH MEADOWS, NY 11365

UNITED STATES

Supplier

Contact:

RUSSO MICHAEL

(718) 9616634

Key

ConEd

Contact:

Kosmas Toskos

212-315-6830

TOSKOSK@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

7146 Immediate N/A N/A

Notes: The Scope of Work Shall include but not limited to: Furnish all labor, material (other than company material), equipment, insurance and supervision to perform the Installation of Natural

Gas Piping at 506 East 75th Street.

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

All work to be performed in accordance with:

Con Edison's Standard Terms and Conditions of Construction Contracts dated December 7, 2010 and the Con Edison's Supplemental Construction Contract Requirements (C-CM-003R1) dated June 7, 2008.

Invitation to Bid Event 37006 dated 6/7/12

16 NYCRR Part 255 dated 5/25/12

74th Street Station Construction Bid Pkg 2 Construction Specification

CE-MS-3500-22948 Dated 5/25/12 , clarification dated 7/2/12, 74th Street MOV AND SOV

Cuts dated 7/3/12, clarifications dated 7/3/12, clarifications dated 7/2/12

Con Edison Representatives are:

COMPASS Complex Service PO

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John Feliciano telephone 646 235 2630

Mike Toskos – telephone 917 939 5840

Jose Palma EH& S Specialist 347-297-0534

- Con Edison's Project Specification CE-SS-3500-22945-08-A dated 4/9/12.

-Fresh Meadows signed Offer, Exception, Disclosure, and Compliance Form dated July 3, 2012.

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OPTION PRICE - \$69,000

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

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

Amount

(USD)

1 Needed:

10/21/2012

1 EACH 6500000.0

0

6,500,000.00

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 325,000.00

Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

10/21/2012

1 EACH 6500000.0

0

6,500,000.00

Ship To:

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

2 Needed:

02/01/2013

1 EACH 44284.00 44,284.00

LUMPMOD

2-1 LUMPMOD Needed:

02/01/2013

1 EACH 44284.00 44,284.00

Ship To:

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

Total: **6,544,284.00 (USD)**

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Contract Terms and Conditions

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Terms and Conditions

Terms and Conditions

Appendix A, Gift Policy and Standard Terms and Conditions

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

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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

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(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 Standard Purchase Order 4031777, 3

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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

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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)

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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.

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 "Standard Purchase Order 4031777, 3

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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,

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the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy 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

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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STANDARD TERMS AND CONDITIONS

of

CONSTRUCTION CONTRACTS

Standard Purchase Order 4031777, 3

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December 7, 2010

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1. Definitions. For purposes of these Standard Terms and Conditions, the following definitions shall apply:

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

Contractor - The contractor named on the face of the Con Edison purchase order.

Contract - The contract between Con Edison and Contractor consisting of: (a) the Con Edison purchase order; (b) the relevant Con Edison invitation for bids or request for proposals; (c) these Standard Terms and Conditions; and (d) any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in (a), (b) and (c) above. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions all refer to the Contract.

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

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

2. Contract Formation . A legally enforceable agreement shall arise upon the mailing or delivery by other means of the Con Edison purchase order or other writing manifesting acceptance of Contractor's offer; provided, however, Standard Purchase Order 4031777, 3

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that if Contractor's bid contains terms additional to or different from those on which bids were invited by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing by Contractor of a copy of the Con Edison purchase order or such other writing issued by Con Edison (or of another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the purchase order or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

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Proprietary and Confidential Page 12 of 46
3. Specifications, Plans, and Drawings

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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

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

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

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

D. Where required by the Purchase Order, 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.

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Proprietary and Confidential Page 13 of 46
4. Price and Payment

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

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

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto

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the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule, Con Edison shall pay the remaining progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does

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

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

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the partial payment then requested reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such invoice has been performed in strict accordance with the Contract Documents and all applicable legal requirements, and (vii) that the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under

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prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work.

5. Time for Completion. Time is of the essence of this Contract and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the

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construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

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

7. Safeguards in Work

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

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

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

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

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arising in connection with performance of the Work.

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

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F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

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9. Contractor's Performance

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

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons

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in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

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

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

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

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

10. Con Edison's Authority

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

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

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

12. Warranties

A. Contractor warrants the Work for a period of one (1) year from the date of completion and acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

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

(b) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet

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

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

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

13. Changes (Including Extra Work)

A. Con Edison shall have the right at any time, by written notice to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established Standard Purchase Order 4031777, 3

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

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

(a) Labor

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

(b) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus ten percent.

(c) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

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All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working

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days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

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

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

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

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

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

14. Labor

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work, to the extent such labor is available.

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

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

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requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Con Edison's use of persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or Orange and Rockland Utilities, Inc. employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted sub-contractors shall utilize or otherwise permit any former employee of Con Edison or Con Edison's affiliate Orange and Rockland Utilities, Inc., to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or Orange and Rockland Utilities, Inc. 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 Standard Purchase Order 4031777, 3

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Orange and Rockland Utilities, Inc. at any time during the three-year period immediately preceding the employee's separation from Con Edison or Orange and Rockland Utilities, Inc.. 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 Orange and Rockland Utilities, Inc. and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a 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 Contractor obtains the prior written consent of Con Edison's duly authorized representative.

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

C. For 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 12 above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all Standard Purchase Order 4031777, 3

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indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

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

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

16. Claims

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

B. For each claim for Non-Contract Work, as defined in (A)(i), Contractor must give written

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

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

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(2) 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.

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

(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 Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs that Contractor claims Con Edison is responsible for.

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

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Standard Purchase Order 4031777, 3

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Article, including but limited to the documentation of costs required by paragraph (C) and the Impact Analysis required by paragraph (D), available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract.

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Contractor's failure to provide timely notice of a claim, as required by paragraph (B), or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article, 16 including but limited to the 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), or to timely submit the Impact Analysis to the extent required by paragraph (D) shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim. Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

17. Permits, Codes, Laws and Regulations . Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison and those which the Contract specifically requires Con Edison to obtain. Contractor shall comply with all federal state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison, its trustees, officers, agents and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control . Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property

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

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an

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immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

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

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Standard Purchase Order 4031777, 3

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Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

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

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

20. Vehicle Spills Contractor is required to assure that all vehicles, including those of subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any 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.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the conditions is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as Standard Purchase Order 4031777, 3

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indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13, Changes.

23. Inspection and Tests and Correction of Defects

A. Con Edison shall have the right to inspect any and all records of Contractor or its subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Purchase Order and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture

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and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor or any third party acting on behalf of Contractor conducts relating to the Work, and Contractor shall give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(a) halt the continuation of such Work; and

(b) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Standard Purchase Order 4031777, 3

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

(c) perform or have performed by another all tasks stated in section (b) and withhold or recover the cost thereof from Contractor; or

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

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other act or thing done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

25. Subcontracting

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

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall Standard Purchase Order 4031777, 3

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have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor naming both Con Edison and contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison.

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26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Audit. In the event the Contract now provides or in the future is modified to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), time-and-materials basis or similar basis, or if payment on such basis is to be made under Article 32, Suspension or Article 33. Termination for Convenience, Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison and its authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If audit discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. Contractor shall defend, save harmless and indemnify Con Edison (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. If requested by Con Edison, Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Standard Purchase Order 4031777, 3

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Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). If such documents are requested by Con Edison, neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed the cost thereof, if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and

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such bonds shall so provide.

31. Other Contractors

A. Contractor shall fully cooperate with other contractors and any Con Edison employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Standard Purchase Order 4031777, 3

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Con Edison based on such loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison harmless against any such claim and any loss or liability arising therefrom.

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

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the Standard Purchase Order 4031777, 3

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amount of retention held by Contractor under the order and subcontract and each change order thereunder.

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

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

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

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, and information regarding locations of facilities, furnished by Con Edison or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison, be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's name in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission. 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, 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.

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35. Patents, Etc. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Con Edison. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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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 Contractor.

37. Insurance. 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.

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

(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 \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of \$7,500,000 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. 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 Con Edison as an additional insured. There shall be no exclusion for claims by Contractor 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 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 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 the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of \$7,500,000 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, Contractor shall require the subcontractor to name both Contractor and Con Edison as additional insureds and to submit copies of the policies to Con Edison.

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.

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At least three days prior to commencing work at the site, 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 and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled 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 Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E 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 Contractor to furnish Con Edison, upon request, with a copy of the insurance policy or policies required under paragraphs A, C, and D hereunder. 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

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's indemnification obligation hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Comprehensive (also called Commercial) General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison or both. In addition, in the event of any bodily injury, death, property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor and Con Edison under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison or both. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice Standard Purchase Order 4031777, 3

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(including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")) to Con Edison's Law Department at the following address: Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840.

Certificates of Insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Administrative Services

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

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

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof), rejects the Contract under the United States Bankruptcy Standard Purchase Order 4031777, 3

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Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of

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creditors. In the event of cancellation for default hereunder, Article 33, "Termination for Convenience" shall not apply and Con Edison shall have all rights and remedies provided by law and the Contract. In addition, in such event Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to take possession for the purpose of completing the Work of all materials, tools, equipment and appliances at the construction site and to either complete or employ another to complete the Work and hold Contractor liable for any additional cost occasioned thereby, (ii) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison without additional cost or expense to Con Edison, and/or (iii) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. In the event that 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 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents. All documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Contractor in connection with the Work (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. Contractor hereby assigns any and all copyrights in the Materials to Con Edison, and, upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. No Third Party Rights. Unless specifically provided elsewhere herein, nothing contained in this Contract is intended for the benefit of any third parties.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to Standard Purchase Order 4031777, 3

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otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such waiver shall be effective only with respect to the particular event to which it specifically refers.

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

47. Conflicting Contract 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 or the Standard Terms and Conditions 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 these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special conditions incorporated therein expressly refers by number and title to the conflicting or inconsistent clause, in which case the typewritten provision shall take precedence and govern. In the event that any terms of Contractor's proposal are expressly referred to in the contract, in any instance where such terms are in conflict or inconsistent with other provisions of the Contract, 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 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 titles of the articles of this Contract are for convenience only and shall not

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be construed to limit or qualify the meaning of any article or section thereof.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery or by depositing the notice in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

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

50. New York Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum

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

B. Contractor consents to the selection of the New York State and 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 Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or Westchester County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

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Name Name

(Title) (Title)

(Date) (Date)