

**REDACTED**

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

ATTACHMENT NO. 1

PURCHASE ORDER NO. :

1-30751

REDACTED

FILENAME: PMS-PO #130751

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/12/11

PURCHASE ORDER NUMBER 130751

PURCHASE ORDER DATE 02/11/11

TO: PURCHASE REQ. NUMBER 362-0-1004  
VENDOR CODE V21

AUTHORIZED DOLLARS  
FUNDING ORDER

ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON  
30 FLATBUSH AVENUE 130751  
BROOKLYN NY 11217  
PASCALE AMBROSIO

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM

BUYER: DIANE BACKIS 212-460-6631

21789

| ITEM                                                                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 08/15/11 AND END DATE 08/14/14. |          |               |            |      |           |
| 1                                                                    | 0        |               | \$0.00000  | EA   |           |

-CONED-E- - CON EDISON USE  
ONLY.

|   |   |  |           |    |  |
|---|---|--|-----------|----|--|
| 2 | 0 |  | \$0.00000 | EA |  |
|---|---|--|-----------|----|--|

-CONED-MW- - CON EDISON USE  
ONLY.

|   |   |  |           |    |  |
|---|---|--|-----------|----|--|
| 3 | 0 |  | \$0.00000 | EA |  |
|---|---|--|-----------|----|--|

SCOPE OF WORK:

=====

FURNISH ALL LABOR, SUPERVISION, AND EQUIPMENT TO PERFORM  
RESTORATION WORK, INCLUDING BREAKING, TRUCKING AND  
DISPOSAL OF VARIOUS THICKNESSES OF ROADWAY AND SIDEWALK SURFACES, AND  
ASSOCIATED RESTORATION, AT VARIOUS LOCATIONS THROUGHOUT THE BOROUGH OF  
BROOKLYN, FOR A PERIOD OF THREE YEARS.

COMPASS PROCUREMENT INVOICING INSTRUCTIONS:

=====

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER  
DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO  
ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM.  
ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO  
THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR  
PERFORMANCE STATEMENT.

CON EDISON CONTACTS:

=====

|                         |                  |                |
|-------------------------|------------------|----------------|
| COMPANY REPRESENTATIVE: | PASCALE AMBROSIO | (718-802-5446) |
| ENVIRONMENTAL MANAGER:  | MICHAEL IVANCICH | (718-390-6230) |
| CONTRACT ADMINISTRATOR: | NICOLE ALLOCCA   | (212-780-3674) |

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 130751 CURRENT DATE 08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
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TERMS AND CONDITIONS:

=====

THIS PURCHASE ORDER WILL BE PERFORMED IN STRICT ACCORDANCE WITH AND INCORPORATES BY REFERENCE THE FOLLOWING:

CON EDISON'S INVITATION TO BID (EVENT 32339), DATED 9/14/10, AND ALL DOCUMENTS REFERENCED THEREIN, INCLUDING THE FOLLOWING:

- \* ADDENDUM DATED 12/8/10, AND BROADCAST MESSAGE DATED 12/17/10(12:36PM)
- \* SPEC 2010 RESTORATION MANUAL REV 8.DOCX 120810.DOCX
- \* CON EDISON SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS(6/7/08)
- \* SPECIAL CONDITIONS SIDEWALK CONTRACT 6-25-10.PDF
- \* SPEC 2010 TRENCHING MANUAL REV 7-FINAL REVISION 062810.DOC
- \* EHS HAZARD ANALYSIS BROOKLYN - SIDEWALK 2010.PDF
- \* CON EDISON OFFER FORM, SIGNED 12/21/10
- \* CON EDISON DISCLOSURE FORM, SIGNED 12/21/10
- \* CON EDISON COMPLIANCE AND EXCEPTION FORM, SIGNED 12/21/10
- \* PRE-AWARD MEETING MINUTES OF 2/11/11 (COPY IN YOUR POSSESSION)
- \* MEETING MINUTES 2010 PREBID SIDEWALK RESTORATION 120310 REV 1.DOCX
- \* CON EDISON'S STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS, DATED 10/30/09
- \* TERMS PREVAIL WAGE PMS FORMAT 0209 RFB.DOC
- \* SPECIAL CONDITIONS OF PURCHASE-INDEFINITE QUANTITY CONTRACT (4/29/09)
- \* INFORMATION TO OFFERORS DOC 244761
- \* ENVIRONMENTAL SPECIAL CONDITIONS FOR BIDDERS, REVISION 3/1/99
- \* APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2005
- \* SUBCONTRACTING PLAN REFERENCE DOCUMENT

PREVAILING WAGES:

=====

WHEN PERFORMING ALL WORK UNDER THIS CONTRACT WHETHER ON PUBLIC PROPERTY OR PRIVATE PROPERTY, CONTRACTOR MUST EMPLOY NONE BUT COMPETENT WORKERS SKILLED IN THE WORK REQUIRED OF THEM. IN ADDITION, CONTRACTOR MUST PAY ALL EMPLOYEES THE PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS AS DEFINED IN NYC ADMINISTRATIVE CODE 19-142, NEW YORK STATE LABOR LAW 220 AND CURRENT PREVAILING WAGE SCHEDULE AS PUBLISHED BY THE COMPTROLLER OF NYC FOR SUCH WORK PERFORMED.

CONTRACTOR CAN MAIL THE REFERENCED DOCUMENTS TO:

CON EDISON  
4 IRVING PLACE ROOM 228  
NEW YORK, NY 10003  
ATT: NICOLE LEO

BONDING - CONTRACTOR REQUIRED TO PROVIDE A PAYMENT BOND IN AN ACCEPTABLE AMOUNT TO CON EDISON AND IN ACCORDANCE WITH CON EDISON'S FORM OF LABOR MATERIAL PAYMENT BOND THE BOND MUST BE FORWARDED TO NICOLE LEO AT THE ADDRESS SET FORTH BELOW.

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\*\*PURCHASE ORDER\*\*

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.  
IN ADDITION TO THESE REQUIREMENTS, EFFECTIVE IMMEDIATELY, CONTRACTOR MUST MAINTAIN FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE EACH INDIVIDUAL WORK/PRINT ORDER IS COMPLETED, AND FOR EACH INDIVIDUAL WORK/PRINT ORDER COMPLETED, THE FOLLOWING REPORTS AND/OR DOCUMENTS:

- .  
\* STREET PERMIT
- \* CERTIFIED PAYROLL REPORT UTILIZING NYC OFFICE OF THE COMPTROLLER'S "LABOR LAW PAYROLL FORM"
- \* WORK ORDER/PRINT
- \* "DAILY CONTRACTOR JOB LOG"
- \* PROOF OF EMPLOYEE SUPPLEMENTAL BENEFIT PAYMENTS, EITHER THROUGH RECEIPTS FROM THE APPLICABLE EMPLOYEE BENEFITS FUND OR PROOF OF PAYMENT IN CASH
- \* PROOF OF WAGES PAID TO EMPLOYEES IN THE FORM OF CANCELLED PAY CHECKS OR BANK STATEMENTS

.  
SPECIAL NOTE TO CONTRACTOR:  
=====

CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A JOB SPECIFIC/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST.

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LEAKS AND SPILLS:  
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THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

UTILIZATION OF SMALL BUSINESS CONCERNS AND

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SMALL DISADVANTAGED BUSINESS CONCERNS:

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(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 AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)", 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 AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN:

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(E IS APPLICABLE TO CONTRACTS IN EXCESS OF ( IN THE CASE OF CONTRACTS FOR CONSTRUCTIONBLIC FEXCEPT FOR CONTRACTS RECEIVED BY 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).

IF (1) THE CONTRACTOR IS NOT A SMALL BUSINESS CONCERN AS DEFINED BY SECTION 3 OF THE SMALL BUSINESS ACT, U.S.C. 632, AND THE APPLICABLE REGULATIONS IN PART 121 OF TITLE 13 OF THE CODE OF AND (2) THE CONTRACT IS IN EXCESS OF IN THE CASE OF CONTRACTS FOR CONSTRUCTION ), THE CONTRACTOR SHALL ADOPT A SUBCONTRACTING PLAN THAT COMPLIES WITH THE REQUIREMENTS FOR THE CONTENTS OF SUCH PLANS SET FORTH IN THE SMALL BUSINESS ACT AND IN THE CLAUSE ENTITLED "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991)", 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 PORTIONS OF SUCH CLAUSE THAT PRIMARILY CONCERN THE CONTENTS AND EFFECTIVE IMPLEMENTATION OF SUBCONTRACTING PLANS), AND, IN ACCORDANCE WITH SUCH REQUIREMENTS, SHALL, AMONG OTHER THINGS, INSERT THE CLAUSE ENTITLED "UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS" (SEE ABOVE) IN SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES, AND 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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ALL SERVICES RENDERED HEREUNDER SHALL BE COORDINATED BY CON EDISON'S AUTHORIZED REPRESENTATIVE, PAT AMBROSIO JR. TELEPHONE NUMBER, 718.802.5446.

REDACTED

\*\*PURCHASE ORDER\*\*

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|------|----------|---------------|------------|------|-----------|

THE ORIGINAL INVOICE SHALL BE SENT TO:

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CON EDISON, 30 FLATBUSH AVENUE, BROOKLYN, NY 11217, ATTN: PASCALE  
AMBROSIO JR.

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PAYMENT TERMS:

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NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

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INSURANCE:

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VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION:

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THE MAXIMUM E AUTHORIZED UNDER THIS PURCHASE  
AGREEMENT IS . CON EDISON WILL NOT BE OBLIGATED  
TO MAKE PAYMEER IN EXCESS OF THE EXPENDITURE  
LIMITATION AND THE VENDOR 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.

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THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED  
TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY  
CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

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SPECIAL CONDITION:

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THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

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FIRM YEAR 1 UNIT PRICES ARE AS FOLLOWS:

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4 0  
250 - GRASS

# REDACTED

SEED

\*\*PURCHASE ORDER\*\*

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CURRENT DATE

08/12/11

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|----------------------------|----------|---------------|------------|------|-----------|
| 5                          | 0        |               |            |      |           |
| 251 - SOD                  |          |               |            |      |           |
| 6                          | 0        |               |            |      |           |
| 252 - TOPSOIL              |          |               |            |      |           |
| 7                          | 0        |               |            |      |           |
| 258 - PACHYSANDRA(9 PL/SF) |          |               |            |      |           |
| 8                          | 0        |               |            |      |           |
| 261 - ENGLISH IVY(9 PL/SF) |          |               |            |      |           |
| 9                          | 0        |               |            |      |           |
| 262 - TULIPS               |          |               |            |      |           |
| 10                         | 0        |               |            |      |           |
| 264 - ROSE BUSH 18-24IN    |          |               |            |      |           |
| 11                         | 0        |               |            |      |           |
| 266 - AZEALEA BUSH-2 GAL   |          |               |            |      |           |
| 12                         | 0        |               |            |      |           |
| 267 - AZEALEA BUSH-5 GAL   |          |               |            |      |           |
| 13                         | 0        |               |            |      |           |
| 268 - RHODODENDRUM-24IN    |          |               |            |      |           |
| 14                         | 0        |               |            |      |           |
| 269 - RHODODENDRUM-36IN    |          |               |            |      |           |
| 15                         | 0        |               |            |      |           |
| 272 - PRIVET HEDGE 2-3FT   |          |               |            |      |           |
| 16                         | 0        |               |            |      |           |
| 273 - PRIVET HEDGE 3-4FT   |          |               |            |      |           |

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17 0

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|-----------------------------|----------|---------------|------------|------|-----------|
| 274 - PRIVET HEDGE<br>4-5FT |          |               |            |      |           |
| 18                          | 0        |               |            |      |           |
| 275 - PRIVET HEDGE<br>5-6FT |          |               |            |      |           |
| 19                          | 0        |               |            |      |           |
| 283 - WHITE STONE<br>3IN    |          |               |            |      |           |
| 20                          | 0        |               |            |      |           |
| 286 - CRUSHED<br>BLUESTONE  |          |               |            |      |           |
| 21                          | 0        |               |            |      |           |
| 421 - ADJUST CV<br>BOX      |          |               |            |      |           |
| 22                          | 0        |               |            |      |           |
| 423 - MOVE VEH.<br>PLATES   |          |               |            |      |           |
| 23                          | 0        |               |            |      |           |
| 500 - R&R<br>SIDEWALK       |          |               |            |      |           |
| 24                          | 0        |               |            |      |           |
| 501 - R&R REINF CONC<br>SDW |          |               |            |      |           |
| 25                          | 0        |               |            |      |           |
| 503 - SAWCUT<br>SIDEWALK    |          |               |            |      |           |
| 26                          | 0        |               |            |      |           |
| 510 - B/O CONC/TEMP<br>PAV  |          |               |            |      |           |
| 27                          | 0        |               |            |      |           |
| 511 - B/O REM REINF<br>RD   |          |               |            |      |           |
| 28                          | 0        |               |            |      |           |
| 512 - INSTALL CONCR<br>BASE |          |               |            |      |           |

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29 0  
514 - SAWCUT REINF  
CONC

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 130751

CURRENT DATE

08/12/11

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|---------------------------|----------|---------------|------------|------|-----------|
| 30                        | 0        |               |            |      |           |
| 515 - B/O 12IN CONC CURB  |          |               |            |      |           |
| 31                        | 0        |               |            |      |           |
| 516 - B/O 18IN CONC CURB  |          |               |            |      |           |
| 32                        | 0        |               |            |      |           |
| 517 - REINST STEEL CURB   |          |               |            |      |           |
| 33                        | 0        |               |            |      |           |
| 519 - BLUSTONE/GRAN CURB  |          |               |            |      |           |
| 34                        | 0        |               |            |      |           |
| 522 - RELAY GRANITE BLOCK |          |               |            |      |           |
| 35                        | 0        |               |            |      |           |
| 523 - RELAY ASPHALT BLOCK |          |               |            |      |           |
| 36                        | 0        |               |            |      |           |
| 524 - RELAY BRICK TOP     |          |               |            |      |           |
| 37                        | 0        |               |            |      |           |
| 525 - INST FLAGSTONE S/W  |          |               |            |      |           |
| 38                        | 0        |               |            |      |           |
| 532 - FURN GRANITE BLOCK  |          |               |            |      |           |
| 39                        | 0        |               |            |      |           |
| 533 - FURN ASPHALT BLOCK  |          |               |            |      |           |
| 40                        | 0        |               |            |      |           |
| 534 - FURNISH BRICK       |          |               |            |      |           |
| 41                        | 0        |               |            |      |           |

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535 - FURNISH  
FLAGSTONE

42 0

\*\*PURCHASE ORDER\*\*

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|------|----------|---------------|------------|------|-----------|

541 - INSTALL JOINT  
FILL

43 0

543 - REGRADE ROOF  
SLAB

44 0

545 - R&R SLAB  
COLLAR

45 0

572 - RAPID  
RESPONSE

.  
PRICING TERMS:

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AN ETION MULTIPLIER SHALL APPLY TO OF THE CONTRACT,  
AND LY TO F THE CONTRACT, BE APPLIED  
AGAI PRICI

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ACKNOWLEDGEMENT:

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IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A  
COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER DIANE BACKIS

.

ACCEPTED AND AGREED TO

.

FOR:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE\_\_\_\_\_

DATE:\_\_\_\_\_

TOTAL NUMBER OF LINE ITEMS ARE 45

REDACTED

SHIPPING TERMS:  
FOB DELIVERED

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 130751

CURRENT DATE

08/12/11

PAYMENT TERMS:

NET 10 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY

\_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 10 \_

**REDACTED**

ATTACHMENT NO. 2

PURCHASE ORDER NO. :

1-30773

**REDACTED**

FILENAME: PMS-PO #130773

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/12/11

PURCHASE ORDER NUMBER 130773

PURCHASE ORDER DATE 02/14/11

PURCHASE REQ. NUMBER 360-0-1010

N77

TO:

VENDOR CODE

AUTHORIZED DOLLARS

FUNDING ORDER

ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON

750 EAST 16TH STREET 130773

NEW YORK, NY 10009

RICHARD SIMONETTI

MAIL ORIGINAL INVOICES TO

CON EDISON ACCOUNTS PAYABLE

P.O. BOX 799

COOPER STATION

NEW YORK N.Y. 10276

(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM

BUYER: DIANE BACKIS 212-460-6631

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THIS IS A TERM ORDER WITH START DATE 08/D ENDATE 08/14/14.

1 0

-CONED-E- - CON EDISON USE  
ONLY.

2 0

-CONED-MW- - CON EDISON USE  
ONLY.

3 0

SCOPE OF WORK:

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FURNISH QUALIFIED AND CERTIFIED PAYROLL FOR LABOR, SUPERVISION, AND EQUIPMENT TO PERFORM RESTORATION WORK. PERFORM BREAKING, TRUCKING AND DISPOSAL OF VARIOUS THICKNESSES OF ROADWAY AND SIDEWALK SURFACES, AND ASSOCIATED RESTORATION AT VARIOUS LOCATIONS THROUGHOUT THE BOROUGH OF MANHATTAN, FOR A PERIOD OF THREE YEARS.

COMPASS PROCUREMENT INVOICING INSTRUCTIONS:

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REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM. ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

CON EDISON CONTACTS:

=====

COMPANY REPRESENTATIVES: FELIM MCTAGUE (917-418-7218)

RICK SIMONETTI (212-894-9401)

CONTRACT ADMINISTRATOR: NICOLE ALLOCCA (212-780-3674)

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- \* CON EDISON OFFER FORM, SIGNED 12/28/10
- \* CON EDISON DISCLOSURE FORM, SIGNED 12/28/10
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- \* SPECIAL CONDITIONS OF PURCHASE-INDEFINITE QUANTITY CONTRACT (4/29/09)
- \* INFORMATION TO OFFERORS DOC 244761
- \* ENVIRONMENTAL SPECIAL CONDITIONS FOR BIDDERS, REVISION 3/1/99
- \* APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2005
- \*
- \*

.  
PREVAILING WAGES:  
=====

WHEN PERFORMING ALL WORK UNDER THIS CONTRACT WHETHER ON PUBLIC PROPERTY OR PRIVATE PROPERTY, CONTRACTOR MUST EMPLOY NONE BUT COMPETENT WORKERS SKILLED IN THE WORK REQUIRED OF THEM. IN ADDITION, CONTRACTOR MUST PAY ALL EMPLOYEES THE PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS AS DEFINED IN NYC ADMINISTRATIVE CODE 19-142, NEW YORK STATE LABOR LAW 220 AND CURRENT PREVAILING WAGE SCHEDULE AS PUBLISHED BY THE COMPTROLLER OF NYC FOR SUCH WORK PERFORMED.

CONTRACTOR CAN MAIL REFERENCED DOCUMENTS TO  
CON EDIOSN  
4 IRVING PLACE ROOM 228  
NEW YORK, NY 10003  
ATT: NICOLE LEO

BONDING - CONTRACTOR IS REQUIRED TO PROVIDE A PAYMENT BOND IN AN

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 130773

CURRENT DATE

08/12/11

| ITEM                                                                                                                                                                              | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| ACCEPTABLE AMOUNT TO CON EDISON AND IN ACCORDANCE WITH CON EDISON'S FORM OF LABOR MATERIAL PAYMNET BOND. THE BOND MUST BE FORWARDED TO NICOLE LEO AT THE ADDRESS SET FORTH ABOVE. |          |               |            |      |           |

.  
IN ADDITION TO THESE REQUIREMENTS, EFFECTIVE IMMEDIATELY, CONTRACTOR MUST MAINTAIN FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE EACH INDIVIDUAL WORK/PRINT ORDER IS COMPLETED, AND FOR EACH INDIVIDUAL WORK/PRINT ORDER COMPLETED, THE FOLLOWING REPORTS AND/OR DOCUMENTS:

- .  
\* STREET PERMIT
- \* CERTIFIED PAYROLL REPORT UTILIZING NYC OFFICE OF THE COMPTROLLER'S "LABOR LAW PAYROLL FORM"
- \* WORK ORDER/PRINT
- \* "DAILY CONTRACTOR JOB LOG"
- \* PROOF OF EMPLOYEE SUPPLEMENTAL BENEFIT PAYMENTS, EITHER THROUGH RECEIPTS FROM THE APPLICABLE EMPLOYEE BENEFITS FUND OR PROOF OF PAYMENT IN CASH
- \* PROOF OF WAGES PAID TO EMPLOYEES IN THE FORM OF CANCELLED PAY CHECKS OR BANK STATEMENTS

.  
SPECIAL NOTE TO CONTRACTOR:

=====

CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A JOB SPECIFIC/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST.

.  
LEAKS AND SPILLS:

=====

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 130773 CURRENT DATE 08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

UTILIZATION OF SMALL BUSINESS CONCERNS AND

SMALL DISADVANTAGED 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 AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)", 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 AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN:

=====

E IS APPLICABLE TO CONTRACTS IN EXCESS OF IN THE CASE OF CONTRACTS FOR CONSTRUCTIONBLIC EXCEPT FOR CONTRACTS RECEIVED BY 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).

IF (1) THE CONTRACTOR IS NOT A SMALL BUSINESS CONCERN AS DEFINED BY SECTION 3 OF THE SMALL BUSINESS ACT, U.S.C. 632, AND THE APPLICABLE REGULATIONS IN PART 121 OF TITLE 13 OF THE CODE OF AND (2) THE CONTRACT IS IN EXCESS OF IN THE CASE OF CONTRACTS FOR CONSTRUCTION ), THE CONTRACTOR SHALL ADOPT A SUBCONTRACTING PLAN THAT COMPLIES WITH THE REQUIREMENTS FOR THE CONTENTS OF SUCH PLANS SET FORTH IN THE SMALL BUSINESS ACT AND IN THE CLAUSE ENTITLED "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991)", 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 PORTIONS OF SUCH CLAUSE THAT PRIMARILY CONCERN THE CONTENTS AND EFFECTIVE IMPLEMENTATION OF SUBCONTRACTING PLANS), AND, IN ACCORDANCE WITH SUCH REQUIREMENTS, SHALL, AMONG OTHER THINGS, INSERT THE CLAUSE ENTITLED "UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS" (SEE ABOVE) IN SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES, AND COMPLY WITH THE REQUIREMENTS FOR RECORD KEEPING AND REPORTING TO THE FEDERAL GOVERNMENT (INCLUDING THE SUBMISSION OF STANDARD FORMS 294 AND/OR 295).

ALL SERVICES RENDERED HEREUNDER SHALL BE COORDINATED BY

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 130773 CURRENT DATE 08/12/11

| ITEM                                                                                        | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|---------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| CON EDISON'S AUTHORIZED REPRESENTATIVE, PAT AMBROSIO JR.<br>TELEPHONE NUMBER, 718.802.5446. |          |               |            |      |           |

THE ORIGINAL INVOICE SHALL BE SENT TO:

=====

CON EDISON, 750 EAST 16TH STREET, NEW YORK NY 10009

ATTN: RICHARD SIMONETTI

.

PAYMENT TERMS:

=====

NET 10 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

.

INSURANCE:

=====

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION:

=====

THE MAXIMUM E AUTHORIZED UNDER THIS PURCHASE AGREEMENT IS . CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMEER IN EXCESS OF THE EXPENDITURE LIMITATION AND THE VENDOR 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.

.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

.

SPECIAL CONDITION:

=====

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

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FIRM YEAR 1 UNIT PRICES ARE AS FOLLOWS:

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4 0

\*\*PURCHASE ORDER\*\*

PAGE 6

PURCHASE ORDER NUMBER 130773

CURRENT DATE

08/12/11

| ITEM                        | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-----------------------------|----------|---------------|------------|------|-----------|
| 421 - ADJUST CV<br>BOX      |          |               |            |      |           |
| 5                           | 0        |               |            |      |           |
| 423 - MOVE VEH.<br>PLATES   |          |               |            |      |           |
| 6                           | 0        |               |            |      |           |
| 500 - R&R<br>SIDEWALK       |          |               |            |      |           |
| 7                           | 0        |               |            |      |           |
| 501 - R&R REINF CONC<br>SDW |          |               |            |      |           |
| 8                           | 0        |               |            |      |           |
| 503 - SAWCUT<br>SIDEWALK    |          |               |            |      |           |
| 9                           | 0        |               |            |      |           |
| 510 - B/O CONC/TEMP<br>PAV  |          |               |            |      |           |
| 10                          | 0        |               |            |      |           |
| 511 - B/O REM REINF<br>RD   |          |               |            |      |           |
| 11                          | 0        |               |            |      |           |
| 512 - INSTALL CONCR<br>BASE |          |               |            |      |           |
| 12                          | 0        |               |            |      |           |
| 513 - INST COATED<br>DOWELS |          |               |            |      |           |
| 13                          | 0        |               |            |      |           |
| 514 - SAWCUT REINF<br>CONC  |          |               |            |      |           |
| 14                          | 0        |               |            |      |           |
| 515 - B/O 12IN CONC<br>CURB |          |               |            |      |           |
| 15                          | 0        |               |            |      |           |
| 516 - B/O 18IN CONC<br>CURB |          |               |            |      |           |
| 16                          | 0        |               |            |      |           |

REDACTED

517 - REINST STEEL  
CURB

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 130773

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08/12/11

| ITEM                      | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|---------------------------|----------|---------------|------------|------|-----------|
| 17                        | 0        |               |            |      |           |
| 519 - BLUSTONE/GRAN CURB  |          |               |            |      |           |
| 18                        | 0        |               |            |      |           |
| 521 - RELAY Z BRICK       |          |               |            |      |           |
| 19                        | 0        |               |            |      |           |
| 522 - RELAY GRANITE BLOCK |          |               |            |      |           |
| 20                        | 0        |               |            |      |           |
| 523 - RELAY ASPHALT BLOCK |          |               |            |      |           |
| 21                        | 0        |               |            |      |           |
| 524 - RELAY BRICK TOP     |          |               |            |      |           |
| 22                        | 0        |               |            |      |           |
| 525 - INST FLAGSTONE S/W  |          |               |            |      |           |
| 23                        | 0        |               |            |      |           |
| 532 - FURN GRANITE BLOCK  |          |               |            |      |           |
| 24                        | 0        |               |            |      |           |
| 533 - FURN ASPHALT BLOCK  |          |               |            |      |           |
| 25                        | 0        |               |            |      |           |
| 534 - FURNISH BRICK       |          |               |            |      |           |
| 26                        | 0        |               |            |      |           |
| 535 - FURNISH FLAGSTONE   |          |               |            |      |           |
| 27                        | 0        |               |            |      |           |
| 541 - INSTALL JOINT FILL  |          |               |            |      |           |
| 28                        | 0        |               |            |      |           |
| 543 - REGRADE ROOF        |          |               |            |      |           |

REDACTED

SLAB

29 0

\*\*PURCHASE ORDER\*\*

PAGE 8

PURCHASE ORDER NUMBER 130773

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| ITEM                     | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------|----------|---------------|------------|------|-----------|
| 545 - R&R SLAB<br>COLLAR |          |               |            |      |           |
| 30                       | 0        |               |            |      |           |
| 572 - RAPID<br>RESPONSE  |          |               |            |      |           |

PRICING TERMS:

=====

OF  
YEA  
NG.

ACKNOWLEDGEMENT:

=====

-IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A  
COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER DIANE BACKIS

ACCEPTED AND AGREED TO

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TOTAL NUMBER OF LINE ITEMS ARE 30

SHIPPING TERMS:

FOB DELIVERED

PAYMENT TERMS:

NET 10 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD

**REDACTED**

TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.

**\*\*PURCHASE ORDER\*\***

PAGE 9

PURCHASE ORDER NUMBER 130773 CURRENT DATE 08/12/11  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 9 \_

**REDACTED**

ATTACHMENT NO. 3

PURCHASE ORDER NO. :

1-30870

**REDACTED**

FILENAME: PMS-PO #130870

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/12/11

PURCHASE ORDER NUMBER 130870

PURCHASE ORDER DATE 02/18/11

TO: PURCHASE REQ. NUMBER 361-0-1016  
VENDOR CODE P81  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
1601 BRONXDALE AVENUE 130870  
BRONX NY 10462  
KEVIN GREENE

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES  
FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: BRIAN ELLIG 212-460-4024 14815

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

THIS IS A TERM ORDER WITH START DATE 04/D ENDATE 03/31/14.

1 0  
-CONED-E- - CON EDISON USE  
ONLY.

2 0  
-CONED-MW- - CON EDISON USE  
ONLY.

3 0  
SCOPE OF WORK:  
=====

FURNISH QUALIFIED AND CERTIFIED PAYROLL FOR LABOR, SUPERVISION, AND EQUIPMENT TO PERFORM RESTORATION WORK, INCLUDING BREAKING, TRUCKING AND DISPOSAL OF VARIOUS THICKNESSES OF ROADWAY AND SIDEWALK SURFACES AND ASSOCIATED RESTORATION, AT VARIOUS LOCATIONS THROUGHOUT THE BRONX, FOR A PERIOD OF THREE YEARS.

COMPASS PROCUREMENT INVOICING INSTRUCTIONS:

=====

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM. ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

CON EDISON CONTACTS:

=====

|                         |                |                |
|-------------------------|----------------|----------------|
| COMPANY REPRESENTATIVE: | KEVIN GREENE   | (718-904-4620) |
| ENVIRONMENTAL MANAGER:  | BHARAT MUKHI   | (718-904-4877) |
| CONTRACT ADMINISTRATOR: | NICOLE ALLOCCA | (212-780-3674) |

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 130870

CURRENT DATE

08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

TERMS AND CONDITIONS:

=====

THIS PURCHASE ORDER WILL BE PERFORMED IN STRICT ACCORDANCE WITH AND INCORPORATES BY REFERENCE THE FOLLOWING:

CON EDISON'S INVITATION TO BID (EVENT 32339), DATED 9/14/10, AND ALL DOCUMENTS REFERENCED THEREIN, INCLUDING THE FOLLOWING:

\* ADDENDUM DATED 12/8/10, AND BROADCAST MESSAGE DATED 12/17/10(12:36PM)  
\* SPEC 2010 RESTORATION MANUAL REV 8.DOCX 120810.DOCX  
\* CON EDISON SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS(6/7/08)  
\* SPECIAL CONDITIONS SIDEWALK CONTRACT 6-25-10.PDF  
\* SPEC 2010 TRENCHING MANUAL REV 7-FINAL REVISION 062810.DOC  
\* EHS HAZARD ANALYSIS BROOKLYN - SIDEWALK 2010.PDF  
\* CON EDISON OFFER FORM, SIGNED 12/16/10  
\* CON EDISON DISCLOSURE FORM, SIGNED 12/16/10  
\* CON EDISON COMPLIANCE AND EXCEPTION FORM, SIGNED 12/16/10  
\* PRE-AWARD MEETING MINUTES OF 2/18/11 (COPY IN YOUR POSSESSION)  
\* MEETING MINUTES 2010 PREBID SIDEWALK RESTORATION 120310 REV 1.DOCX  
\* CON EDISON'S STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS, DATED 10/30/09.  
\* TERMS PREVAIL WAGE PMS FORMAT 0209 RFB.DOC  
\* SPECIAL CONDITIONS OF PURCHASE-INDEFINITE QUANTITY CONTRACT (4/29/09)  
\* INFORMATION TO OFFERORS DOC 244761  
\* ENVIRONMENTAL SPECIAL CONDITIONS FOR BIDDERS, REVISION 3/1/99  
\* APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2005  
\* SUBCONTRACTING PLAN REFERENCE D  
\* PRICING PER B.ATED 2/13/11 (7:47PM), AND TO B. ELLIG DATED 2/14/11(  
.

PREVAILING WAGES:

=====

WHEN PERFORMING ALL WORK UNDER THIS CONTRACT WHETHER ON PUBLIC PROPERTY OR PRIVATE PROPERTY, CONTRACTOR MUST EMPLOY NONE BUT COMPETENT WORKERS SKILLED IN THE WORK REQUIRED OF THEM. IN ADDITION, CONTRACTOR MUST PAY ALL EMPLOYEES THE PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS AS DEFINED IN NYC ADMINISTRATIVE CODE 19-142, NEW YORK STATE LABOR LAW 220 AND CURRENT PREVAILING WAGE SCHEDULE AS PUBLISHED BY THE COMPTROLLER OF NYC FOR SUCH WORK PERFORMED.

IN ADDITION TO THESE REQUIREMENTS, EFFECTIVE IMMEDIATELY, CONTRACTOR MUST MAINTAIN FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE EACH INDIVIDUAL WORK/PRINT ORDER IS COMPLETED, AND FOR EACH INDIVIDUAL WORK/PRINT ORDER COMPLETED, THE FOLLOWING REPORTS AND/OR DOCUMENTS:

\* STREET PERMIT

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 130870 CURRENT DATE 08/12/11

| ITEM                                                                                                                                              | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| * CERTIFIED PAYROLL REPORT UTILIZING NYC OFFICE OF THE COMPTROLLER'S "LABOR LAW PAYROLL FORM"                                                     |          |               |            |      |           |
| * WORK ORDER/PRINT                                                                                                                                |          |               |            |      |           |
| * "DAILY CONTRACTOR JOB LOG"                                                                                                                      |          |               |            |      |           |
| * PROOF OF EMPLOYEE SUPPLEMENTAL BENEFIT PAYMENTS, EITHER THROUGH RECEIPTS FROM THE APPLICABLE EMPLOYEE BENEFITS FUND OR PROOF OF PAYMENT IN CASH |          |               |            |      |           |
| * PROOF OF WAGES PAID TO EMPLOYEES IN THE FORM OF CANCELLED PAY CHECKS OR BANK STATEMENTS                                                         |          |               |            |      |           |

SPECIAL NOTE TO CONTRACTOR:

=====

CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A JOB SPECIFIC/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST.

LEAKS AND SPILLS:

=====

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

UTILIZATION OF SMALL BUSINESS CONCERNS AND

SMALL DISADVANTAGED 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 AND SMALL

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\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 130870 CURRENT DATE 08/12/11

| ITEM                                                                                                                                                                                                  | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| DISADVANTAGED BUSINESS CONCERNS (FEB 1990)", WHICH IS CONTAINED<br>IN SECTION 52.219-8 OF THE FEDERAL ACQUISITION REGULATION<br>(SECTION 52.219-8 OF TITLE 48 OF THE CODE OF FEDERAL<br>REGULATIONS). |          |               |            |      |           |

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS  
SUBCONTRACTING PLAN:

=====

(E IS APPLICABLE TO CONTRACTS IN EXCESS OF  
( IN THE CASE OF CONTRACTS FOR CONSTRUCTIONBLIC  
FEXCEPT FOR CONTRACTS RECEIVED BY 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).

IF (1) THE CONTRACTOR IS NOT A SMALL BUSINESS CONCERN AS  
DEFINED BY SECTION 3 OF THE SMALL BUSINESS ACT, U.S.C. 632, AND  
THE APPLICABLE REGULATIONS IN PART 121 OF TITLE 13 OF THE CODE OF  
AND (2) THE CONTRACT IS IN EXCESS OF  
IN THE CASE OF CONTRACTS FOR CONSTRUCTION  
SUBCONTRACTING PLAN THAT COMPLIES WITH THE REQUIREMENTS FOR THE  
CONTENTS OF SUCH PLANS SET FORTH IN THE SMALL BUSINESS ACT  
AND IN THE CLAUSE ENTITLED "SMALL BUSINESS AND  
SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991)",  
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 PORTIONS OF SUCH CLAUSE THAT PRIMARILY CONCERN THE  
CONTENTS AND EFFECTIVE IMPLEMENTATION OF SUBCONTRACTING PLANS),  
AND, IN ACCORDANCE WITH SUCH REQUIREMENTS, SHALL, AMONG OTHER  
THINGS, INSERT THE CLAUSE ENTITLED "UTILIZATION OF SMALL BUSINESS  
CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS" (SEE ABOVE)  
IN SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES,  
AND COMPLY WITH THE REQUIREMENTS FOR RECORD KEEPING AND REPORTING  
TO THE FEDERAL GOVERNMENT (INCLUDING THE SUBMISSION OF STANDARD  
FORMS 294 AND/OR 295).

.  
ALL SERVICES RENDERED HEREUNDER SHALL BE COORDINATED BY  
CON EDISON'S AUTHORIZED REPRESENTATIVE, KEVIN GREENE,  
TELEPHONE NUMBER, 917.418.7238.

:

THE ORIGINAL INVOICE SHALL BE SENT TO:

=====

CON EDISON, 1601 BROXDALE AVENUE, BRONX NY 10462  
ATTN: MR. KEVIN GREENE

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08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
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.  
PAYMENT TERMS:  
=====

NET 10 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

.  
INSURANCE:  
=====

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION:  
=====

THE MAXIMUM E AUTHORIZED UNDER THIS PURCHASE AGREEMENT IS CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMEER IN EXCESS OF THE EXPENDITURE LIMITATION AND THE VENDOR 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.

.  
THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

.  
SPECIAL CONDITION:  
0=====

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

.  
FIRM YEAR 1 UNIT PRICES ARE AS FOLLOWS:  
=====

.  
4 0  
250 - GRASS  
SEED

5 0  
252 -  
TOPSOIL

6 0  
421 - ADJUST CV  
BOX

# REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 6

PURCHASE ORDER NUMBER 130870 ATE 08/12/11  
7 0

| ITEM                        | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-----------------------------|----------|---------------|------------|------|-----------|
| 500 - R&R<br>SIDEWALK       |          |               |            |      |           |
| 8                           | 0        |               |            |      |           |
| 501 - R&R REINF CONC<br>SDW |          |               |            |      |           |
| 9                           | 0        |               |            |      |           |
| 503 - SAWCUT<br>SIDEWALK    |          |               |            |      |           |
| 10                          | 0        |               |            |      |           |
| 510 - B/O CONC/TEMP<br>PAV  |          |               |            |      |           |
| 11                          | 0        |               |            |      |           |
| 511 - B/O REM REINF<br>RD   |          |               |            |      |           |
| 12                          | 0        |               |            |      |           |
| 512 - INSTALL CONCR<br>BASE |          |               |            |      |           |
| 13                          | 0        |               |            |      |           |
| 514 - SAWCUT REINF<br>CONC  |          |               |            |      |           |
| 14                          | 0        |               |            |      |           |
| 515 - B/O 12IN CONC<br>CURB |          |               |            |      |           |
| 15                          | 0        |               |            |      |           |
| 519 - BLUSTONE/GRAN<br>CURB |          |               |            |      |           |
| 16                          | 0        |               |            |      |           |
| 524 - RELAY BRICK<br>TOP    |          |               |            |      |           |
| 17                          | 0        |               |            |      |           |
| 534 - FURNISH<br>BRICK      |          |               |            |      |           |
| 18                          | 0        |               |            |      |           |
| 541 - INSTALL JOINT<br>FILL |          |               |            |      |           |

REDACTED

19 0  
545 - R&R SLAB

\*\*PURCHASE ORDER\*\*

PAGE 7

PURCHASE ORDER NUMBER 130870 CURRENT DATE 08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

COLLAR

20 0  
572 - RAPID  
RESPONSE

PRICING TERMS:

===

AN ,  
AND  
AGAINST .

.  
ACKNOWLEDGEMENT:  
=====

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A  
COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER  
DIANE BACKIS

ACCEPTED AND AGREED TO:

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TOTAL NUMBER OF LINE ITEMS ARE 20

SHIPPING TERMS:  
FOB DELIVERED

PAYMENT TERMS:  
NET 10 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD

**REDACTED**

TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

\*\*PURCHASE ORDER\*\*

PAGE 8

PURCHASE ORDER NUMBER 130870

CURRENT DATE

08/12/11

APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_

FOR CON EDISON

TOTAL PAGES 8 \_

**REDACTED**

ATTACHMENT NO. 4

PURCHASE ORDER NO. :

1-31549

REDACTED

FILENAME: PMS-PO #131549

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/12/11

PURCHASE ORDER NUMBER 131549

PURCHASE ORDER DATE 03/21/11

TO: PURCHASE REQ. NUMBER 537-0-1004  
VENDOR CODE P81  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
118-29 QUEENS BLVD. 131549  
FOREST HILLS NY 11375  
KEVIN MCKEEFREY

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: DIANE BACKIS 212-460-6631 21789

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

THIS IS A TERM ORDER WITH START DATE 08/D ENDATE 08/14/14.

1 0  
-CONED-E- - CON EDISON USE  
ONLY.

2 0  
-CONED-MW- - CON EDISON USE  
ONLY.

3 0  
SCOPE OF WORK:  
=====

FURNISH QUALIFIED AND CERTIFIED PAYROLL FOR LABOR, SUPERVISION, AND  
EQUIPMENT TO PERFORM RESTORATION WORK, INCLUDING BREAKING, TRUCKING AND  
DISPOSAL OF VARIOUS THICKNESSES OF ROADWAY AND SIDEWALK SURFACES AND  
ASSOCIATED RESTORATION AT VARIOUS LOCATIONS THROUGHOUT THE BOROUGH OF  
QUEENS FOR A PERIOD OF THREE YEARS.

COMPASS PROCUREMENT INVOICING INSTRUCTIONS:

=====

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER  
DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO  
ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM.  
ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO  
THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR  
PERFORMANCE STATEMENT.

CON EDISON CONTACTS:

=====

|                         |                 |                |
|-------------------------|-----------------|----------------|
| COMPANY REPRESENTATIVE: | KEVIN MCKEEFREY | (718-275-3817) |
| ENVIRONMENTAL MANAGER:  | TIM DONOHUE     | (917-440-3061) |
| CONTRACT ADMINISTRATOR: | NICOLE ALLOCCA  | (212-780-3674) |

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 131549

CURRENT DATE

08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

TERMS AND CONDITIONS:

=====

THIS PURCHASE ORDER WILL BE PERFORMED IN STRICT ACCORDANCE WITH AND INCORPORATES BY REFERENCE THE FOLLOWING:

CON EDISON'S INVITATION TO BID (EVENT 32339), DATED 9/14/10, AND ALL DOCUMENTS REFERENCED THEREIN, INCLUDING THE FOLLOWING:

\* ADDENDUM DATED 12/8/10, AND BROADCAST MESSAGE DATED 12/17/10(12:36PM)  
\* SPEC 2010 RESTORATION MANUAL REV 8.DOCX 120810.DOCX  
\* CON EDISON SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS(6/7/08)  
\* SPECIAL CONDITIONS SIDEWALK CONTRACT 6-25-10.PDF  
\* SPEC 2010 TRENCHING MANUAL REV 7-FINAL REVISION 062810.DOC  
\* EHS HAZARD ANALYSIS BROOKLYN - SIDEWALK 2010.PDF  
\* CON EDISON OFFER FORM, SIGNED 12/16/10  
\* CON EDISON DISCLOSURE FORM, SIGNED 12/16/10  
\* CON EDISON COMPLIANCE AND EXCEPTION FORM, SIGNED 12/16/10  
\* PRE-AWARD MEETING MINUTES OF 3/21/11 (COPY IN YOUR POSSESSION)  
\* MEETING MINUTES 2010 PREBID SIDEWALK RESTORATION 120310 REV 1.DOCX  
\* CON EDISON'S STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS, DATED 10/30/09  
\* TERMS PREVAIL WAGE PMS FORMAT 0209 RFB.DOC  
\* SPECIAL CONDITIONS OF PURCHASE-INDEFINITE QUANTITY CONTRACT (4/29/09)  
\* INFORMATION TO OFFERORS DOC 244761  
\* ENVIRONMENTAL SPECIAL CONDITIONS FOR BIDDERS, REVISION 3/1/99  
\* APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2005  
\* SUBCONTRACTING PLAN REFERENCE D  
\* PRICING PER B. DATED 3/16/11 (12:43PM), AND AIL TO B. ELLIG DATED 3/16/11(1

PREVAILING WAGES:

=====

WHEN PERFORMING ALL WORK UNDER THIS CONTRACT WHETHER ON PUBLIC PROPERTY OR PRIVATE PROPERTY, CONTRACTOR MUST EMPLOY NONE BUT COMPETENT WORKERS SKILLED IN THE WORK REQUIRED OF THEM. IN ADDITION, CONTRACTOR MUST PAY ALL EMPLOYEES THE PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS AS DEFINED IN NYC ADMINISTRATIVE CODE 19-142, NEW YORK STATE LABOR LAW 220 AND CURRENT PREVAILING WAGE SCHEDULE AS PUBLISHED BY THE COMPTROLLER OF NYC FOR SUCH WORK PERFORMED.

CONTRACTOR CAN MAIL THE REFERENCED DOCUMENTS TO:

CON EDISON  
4 IRVING PLACE ROOM 228  
NEW YORK, NY 10003  
ATT: NICOLE LEO

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 131549

CURRENT DATE

08/12/11

| ITEM                                                                                                                                                                                                                                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| BONDING- CONTRACTOR REQUIRED TO PROVIDE QA PAYMENT BOND IN AN ACCEPTABLE AMOUNT TO CON EDISON AND IN ACCORDANCE WITH CON EDISON'S "FORM OF LABOR MATERIAL PAYMENT BOND" THE BOND MUST BE FORWARDED TO NICOLE LEO AT THE ADDRESS SET FORTH BELOW. |          |               |            |      |           |

IN ADDITION TO THESE REQUIREMENTS, EFFECTIVE IMMEDIATELY, CONTRACTOR MUST MAINTAIN FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE EACH INDIVIDUAL WORK/PRINT ORDER IS COMPLETED, AND FOR EACH INDIVIDUAL WORK/PRINT ORDER COMPLETED, THE FOLLOWING REPORTS AND/OR DOCUMENTS:

- . \*
- \* STREET PERMIT
- \* CERTIFIED PAYROLL REPORT UTILIZING NYC OFFICE OF THE COMPTROLLER'S "LABOR LAW PAYROLL FORM"
- \* WORK ORDER/PRINT
- \* "DAILY CONTRACTOR JOB LOG"
- \* PROOF OF EMPLOYEE SUPPLEMENTAL BENEFIT PAYMENTS, EITHER THROUGH RECEIPTS FROM THE APPLICABLE EMPLOYEE BENEFITS FUND OR PROOF OF PAYMENT IN CASH
- \* PROOF OF WAGES PAID TO EMPLOYEES IN THE FORM OF CANCELLED PAY CHECKS OR BANK STATEMENTS
- .

SPECIAL NOTE TO CONTRACTOR:

=====

CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A JOB SPECIFIC/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST.

.

LEAKS AND SPILLS:

=====

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL

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\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 131549 CURRENT DATE 08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

UTILIZATION OF SMALL BUSINESS CONCERNS AND

SMALL DISADVANTAGED 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 AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)", 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 AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN:

=====

E IS APPLICABLE TO CONTRACTS IN EXCESS OF IN THE CASE OF CONTRACTS FOR CONSTRUCTIONBLIC EXCEPT FOR CONTRACTS RECEIVED BY 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).

IF (1) THE CONTRACTOR IS NOT A SMALL BUSINESS CONCERN AS DEFINED BY SECTION 3 OF THE SMALL BUSINESS ACT, U.S.C. 632, AND THE APPLICABLE REGULATIONS IN PART 121 OF TITLE 13 OF THE CODE OF AND (2) THE CONTRACT IS IN EXCESS OF

IN THE CASE OF CONTRACTS FOR CONSTRUCTION), THE CONTRACTOR SHALL ADOPT A SUBCONTRACTING PLAN THAT COMPLIES WITH THE REQUIREMENTS FOR THE CONTENTS OF SUCH PLANS SET FORTH IN THE SMALL BUSINESS ACT AND IN THE CLAUSE ENTITLED "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991)", 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 PORTIONS OF SUCH CLAUSE THAT PRIMARILY CONCERN THE CONTENTS AND EFFECTIVE IMPLEMENTATION OF SUBCONTRACTING PLANS), AND, IN ACCORDANCE WITH SUCH REQUIREMENTS, SHALL, AMONG OTHER THINGS, INSERT THE CLAUSE ENTITLED "UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS" (SEE ABOVE) IN SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES, AND COMPLY WITH THE REQUIREMENTS FOR RECORD KEEPING AND REPORTING TO THE FEDERAL GOVERNMENT (INCLUDING THE SUBMISSION OF STANDARD FORMS 294 AND/OR 295).

REDACTED

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PAGE 5

PURCHASE ORDER NUMBER 131549 CURRENT DATE 08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

.  
ALL SERVICES RENDERED HEREUNDER SHALL BE COORDINATED BY  
CON EDISON'S AUTHORIZED REPRESENTATIVE, KEVIN MCKEEFREY  
TELEPHONE NUMBER, 718.275.3817.

THE ORIGINAL INVOICE SHALL BE SENT TO:

=====

CON EDISON, 118-29 QUEENS BLVD, FOREST HILLS NY 11375  
ATTN: MR. KEVIN MCKEEFREY

.  
PAYMENT TERMS:

=====

NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

.  
INSURANCE:

=====

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION:

=====

THE MAXIMUM E AUTHORIZED UNDER THIS PURCHASE  
AGREEMENT IS CON EDISON WILL NOT BE OBLIGATED  
TO MAKE PAYMEER IN EXCESS OF THE EXPENDITURE  
LIMITATION AND THE VENDOR 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.

.  
THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED  
TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY  
CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

.  
SPECIAL CONDITION:

0=====

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

.  
FIRM YEAR 1 UNIT PRICES ARE AS FOLLOWS:

=====

# REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 6

PURCHASE ORDER NUMBER 131549

CURRENT DATE

08/12/11

| ITEM                               | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------------|----------|---------------|------------|------|-----------|
| 4<br>250 - GRASS<br>SEED           | 0        |               |            |      |           |
| 5<br>251 -<br>SOD                  | 0        |               |            |      |           |
| 6<br>252 -<br>TOPSOIL              | 0        |               |            |      |           |
| 7<br>500 - R&R<br>SIDEWALK         | 0        |               |            |      |           |
| 8<br>501 - R&R REINF CONC<br>SDW   | 0        |               |            |      |           |
| 9<br>503 - SAWCUT<br>SIDEWALK      | 0        |               |            |      |           |
| 10<br>511 - B/O REM REINF<br>RD    | 0        |               |            |      |           |
| 11<br>512 - INSTALL CONCR<br>BASE  | 0        |               |            |      |           |
| 12<br>514 - SAWCUT REINF<br>CONC   | 0        |               |            |      |           |
| 13<br>515 - B/O 12IN CONC<br>CURB  | 0        |               |            |      |           |
| 14<br>516 - B/O 18IN CONC<br>CURB  | 0        |               |            |      |           |
| 15<br>522 - RELAY GRANITE<br>BLOCK | 0        |               |            |      |           |

# REDACTED

16                      0

\*\*PURCHASE ORDER\*\*

PAGE     7

PURCHASE ORDER NUMBER 131549

CURRENT DATE

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| ITEM                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------|----------|---------------|------------|------|-----------|
| 523 - RELAY ASPHALT<br>BLOCK |          |               |            |      |           |
| 17                           | 0        |               |            |      |           |
| 524 - RELAY BRICK<br>TOP     |          |               |            |      |           |
| 18                           | 0        |               |            |      |           |
| 525 - INST FLAGSTONE<br>S/W  |          |               |            |      |           |
| 19                           | 0        |               |            |      |           |
| 532 - FURN GRANITE<br>BLOCK  |          |               |            |      |           |
| 20                           | 0        |               |            |      |           |
| 534 - FURNISH<br>BRICK       |          |               |            |      |           |
| 21                           | 0        |               |            |      |           |
| 535 - FURNISH<br>FLAGSTONE   |          |               |            |      |           |
| 22                           | 0        |               |            |      |           |
| 541 - INSTALL JOINT<br>FILL  |          |               |            |      |           |
| 23                           | 0        |               |            |      |           |
| 543 - REGRADE ROOF<br>SLAB   |          |               |            |      |           |
| 24                           | 0        |               |            |      |           |
| 545 - R&R SLAB<br>COLLAR     |          |               |            |      |           |
| 25                           | 0        |               |            |      |           |
| 572 - RAPID<br>RESPONSE      |          |               |            |      |           |
| 26                           | 0        |               |            |      |           |
| 574 - RDWAY/SIDEWK<br>PLATES |          |               |            |      |           |
| 27                           | 0        |               |            |      |           |
| T171Q -<br>B/0REPLCASTT025SF |          |               |            |      |           |

REDACTED

28 0  
T171QC -  
T171QCONCTOSURFACE

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 131549

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08/12/11

| ITEM                | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|---------------------|----------|---------------|------------|------|-----------|
| 29                  | 0        |               |            |      |           |
| T171QR -            |          |               |            |      |           |
| B/OREGRDCASTT025SF  |          |               |            |      |           |
| 30                  | 0        |               |            |      |           |
| T171QRC -           |          |               |            |      |           |
| T171QRCONCTOSURFACE |          |               |            |      |           |
| 31                  | 0        |               |            |      |           |
| T172S -             |          |               |            |      |           |
| B/OREPLCASTT040SF   |          |               |            |      |           |
| 32                  | 0        |               |            |      |           |
| T172SC -            |          |               |            |      |           |
| T172SCONCTOSURFACE  |          |               |            |      |           |
| 33                  | 0        |               |            |      |           |
| T172SR -            |          |               |            |      |           |
| B/OREGRDCAST40SF    |          |               |            |      |           |
| 34                  | 0        |               |            |      |           |
| T172SRC -           |          |               |            |      |           |
| T172SRCONCTOSURFACE |          |               |            |      |           |
| 35                  | 0        |               |            |      |           |
| T173S -             |          |               |            |      |           |
| B/OREPLCAST40-60SF  |          |               |            |      |           |
| 36                  | 0        |               |            |      |           |
| T173SC -            |          |               |            |      |           |
| T173SCONCTOSURFACE  |          |               |            |      |           |
| 37                  | 0        |               |            |      |           |
| T173SR -            |          |               |            |      |           |
| B/OREGRDCAST40-60SF |          |               |            |      |           |
| 38                  | 0        |               |            |      |           |
| T173SRC -           |          |               |            |      |           |
| T173SRCONCTOSURFACE |          |               |            |      |           |

.  
AN OF THE CONTRACT,  
AND BE APPLIED  
AGAI

**REDACTED**

ACKNOWLEDGEMENT:

=====

IF THE FOREGOING IS ACCEPTABLE TO YOU, INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM A

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 131549                      CURRENT DATE                      08/12/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

ND RETURNED TO CON EDISON, BUYER DIANE BACKIS.

ACCEPTED AND AGREED TO

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TOTAL NUMBER OF LINE ITEMS ARE 38

SHIPPING TERMS:

FOB DELIVERED

PAYMENT TERMS:

NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT

**REDACTED**

AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

\*\*PURCHASE ORDER\*\*

PAGE 10

PURCHASE ORDER NUMBER 131549

CURRENT DATE

08/12/11

BY

\_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 10 \_

**REDACTED**

ATTACHMENT NO. 5

PURCHASE ORDER NO. :

1-32894

**REDACTED**

FILENAME: PMS-PO #132894

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 07/29/11

PURCHASE ORDER NUMBER 132894

PURCHASE ORDER DATE 05/17/11

TO: PURCHASE REQ. NUMBER 537-0-1002

VENDOR CODE P81

AUTHORIZED DOLLARS

FUNDING ORDER

ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON  
118-29 QUEENS BLVD. 132894  
FOREST HILLS NY 11375  
KEVIN MCKEEFREY

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM

BUYER: ANDRE DUNKLEY 212-460-6669

21789

| ITEM                                                       | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 08/D ENDATE 07/31/14. |          |               |            |      |           |
| 1                                                          | 0        | 08/01/11      |            |      |           |
| -CONED-E- - CON EDISON USE ONLY.                           |          |               |            |      |           |

ITEM PRICE SCHEDULES

| EFF DATE | UNIT | ES% |
|----------|------|-----|
| 08/01/12 |      |     |
| 08/01/13 |      |     |

|                                 |   |          |
|---------------------------------|---|----------|
| 2                               | 0 | 08/01/11 |
| QUEENS STREET LIGHT DUCT SENTRA |   |          |

THIS CONTRACT COMMENCES ON AUGUST 1, 2011

THIS CONTRACT WILL TERMINATE ON JULY 31, 2014, UNLESS EXTENDED BY CONSOLIDATED EDISON. CONSOLIDATED EDISON WILL RESERVE THE RIGHT TO TERMINATE THIS CONTRACT EARLIER DATE THAN SPECIFIED.

FURNISH SUPERVISION, LABOR, AND EQUIPMENT TO COMPLETE STREET LIGHT DUCT REPAIRS, NEW STREET LIGHT DUCT INSTALLATIONS AND INSTALLATION AND REMOVAL OF STREETLIGHT CABLE THROUGHOUT THE BOROUGH OF QUEENS FOR A THREE YEAR PERIOD.

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM. ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

COMPANY REPRESENTATIVES: KEVIN MCKEEFREY (718-275-3817)

**REDACTED**

|                        |             |                |
|------------------------|-------------|----------------|
| ENVIRONMENTAL MANAGER: | KEVIN NOLAN | (718-275-5616) |
|                        | TIM DONOHUE | (917-440-3061) |

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 132894

CURRENT DATE

07/29/11

| ITEM                    | QUANTITY | DELIVERY DATE  | UNIT PRICE     | UNIT | INSP CODE |
|-------------------------|----------|----------------|----------------|------|-----------|
| CONTRACT ADMINISTRATOR: |          | NICOLE ALLOCCA | (212-780-3674) |      |           |

INFORMAT

.  
ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH:

- CON EDISON'S BID EVENT # 31825, AS DISTRIBUTED BY PERFECT COMMERCE ON BEHALF OF CON EDISON. ALL TERMS AND CONDITIONS, SPECIAL CONDITIONS SPECIFICATIONS AND DRAWINGS INCLUDED IN THIS EVENT WILL APPLY: INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
- CON EDISON'S STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS DATED DECEMBER 7, 2010, WILL APPLY UNLESS REPLACED BY CON EDISON.
- CON EDISON'S CONSTRUCTION MANAGEMENT PROCEDURES DATED MAY 1, 1995
- CON EDISON'S STANDARD TERMS AND CONDITIONS FOR INDEFINITE QUANTITY DATED APRIL 09, 2009
- CON EDISON'S TRENCHING MANUAL DATED JUNE 2009, REV. 7
- QUEENS STREET LIGHT MAINTENANCE SPECIAL CONDITIONS DATED AUGUST 24, 2010.
- SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS, DATED, JUNE 7 2008
- EH&S HAZZARD ASSESSMENT CHECKLIST AS DISTRIBUTED BY CON EDISON
- PADUTO'S CONSTRUCTION BID SUBMITTED ON SEPTEMBER 9, 2010 AND REVISED ONLINGS PADUTO'S UNIT PRICES TO CON EDISON.
- DISCLOSURE, COMPLIANCE AND OFFER FORMS DATED SE
- PREVAILING WAGES CLARIFICATIONS.DOC
- PREVAILING WAGES INFORMATION1.DOC
- LABORLAW\_PAYROLL\_FORM\_W\_INSTRUC.PDF
- CLARIFICATION 1.DOC
- CONTRACTOR JOB LOG ATTACHMENT B1.DOC
- PREVAILING WAGES #2.DOC
- MCS\_DIG.PDF
- SUPPLEMENTAL\_CONSTRUCTION\_CONTRACT\_REQUIREMENTS\_(SCCR).PDF

.  
THE RULING OF ALL FEDERAL, STATE, CITY AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THIS TYPE OF WORK.

.  
PREVAILING WAGES:

ALL PAYROLL RECORDS IN COMPLIANCE OF NEW YORK STATE PREVAILING WAGES ARE TO BE FORWARDED TO THE FOLLOWING:

MS. NICOLE LEO 212/780-3675

E-MAIL: LEON@CONED.COM

.  
BONDING:

ALL BONDING RECORDS ARE TO BE FORWARDED TO THE FOLLOWING:

MS. NICOLE LEO 212/780-3675

E-MAIL: LEON@CONED.COM

.  
CONTRACTOR WILL MAKE EFFORTS TO USE AND ABIDE BY CON EDISON "GREEN" POLICIES. CONTRACTOR WILL MAKE ALL EFFORTS TO RECYCLE ALL WASTE MATERIAL

**REDACTED**

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 132894                      CURRENT DATE                      07/29/11

| ITEM                                                                                                                                                                                                                                                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| INCLUDING ASPALT AND CONCRETE. CONTRACTOR WILL MAKE ALL EFFORTS WHEN APPLICABLE TO USE "GREEN" AND RECYCLED PRODUCTS.                                                                                                                                |          |               |            |      |           |
| .                                                                                                                                                                                                                                                    |          |               |            |      |           |
| CON EDISON, RESERVES THE RIGHT TO REQUEST THE CONTRACTOR TO PERFORM WORK IN OTHER BOROUGHES OF NEW YORK CITY AND WESTCHESTER COUNTY. IN PERIODS OF HEAVY WORK LOADS, CON EDISON MAY REQUEST/REQUIRE THE CONTRACTOR TO PROVIDE ADDITIONAL WORK CREWS. |          |               |            |      |           |
| 3                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| CP-7 -                                                                                                                                                                                                                                               |          |               |            |      |           |
| CABLEPULL<2/0                                                                                                                                                                                                                                        |          |               |            |      |           |
| 4                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| SL001 -                                                                                                                                                                                                                                              |          |               |            |      |           |
| REPLACESTLIGHTSERV                                                                                                                                                                                                                                   |          |               |            |      |           |
| 5                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| SL002 -                                                                                                                                                                                                                                              |          |               |            |      |           |
| ECXCLRDUCTREPLCABLE                                                                                                                                                                                                                                  |          |               |            |      |           |
| 6                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| SL002A -                                                                                                                                                                                                                                             |          |               |            |      |           |
| SL002PROTECTSTREET                                                                                                                                                                                                                                   |          |               |            |      |           |
| 7                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| T1 -                                                                                                                                                                                                                                                 |          |               |            |      |           |
| STREET/NOBASE/BRK                                                                                                                                                                                                                                    |          |               |            |      |           |
| 8                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| T11 -                                                                                                                                                                                                                                                |          |               |            |      |           |
| LL14CONCRETEBASE                                                                                                                                                                                                                                     |          |               |            |      |           |
| 9                                                                                                                                                                                                                                                    | 0        | 08/01/11      |            |      |           |
| T110 - VEHICULAR                                                                                                                                                                                                                                     |          |               |            |      |           |
| PLATES                                                                                                                                                                                                                                               |          |               |            |      |           |
| 10                                                                                                                                                                                                                                                   | 0        | 08/01/11      |            |      |           |
| T12 -                                                                                                                                                                                                                                                |          |               |            |      |           |
| LL14ASPHALTBRKREST                                                                                                                                                                                                                                   |          |               |            |      |           |
| 11                                                                                                                                                                                                                                                   | 0        | 08/01/11      |            |      |           |
| T120 -                                                                                                                                                                                                                                               |          |               |            |      |           |
| STEELPROTECTIONPLATE                                                                                                                                                                                                                                 |          |               |            |      |           |
| 12                                                                                                                                                                                                                                                   | 0        | 08/01/11      |            |      |           |
| T13 -                                                                                                                                                                                                                                                |          |               |            |      |           |
| LL14ASPHALTBRK                                                                                                                                                                                                                                       |          |               |            |      |           |
| 13                                                                                                                                                                                                                                                   | 0        | 08/01/11      |            |      |           |
| T139 - INST B3-6/S/TS                                                                                                                                                                                                                                |          |               |            |      |           |

**REDACTED**

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 132894                      CURRENT DATE                      07/29/11

| ITEM                                   | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------------|----------|---------------|------------|------|-----------|
| BOXES                                  |          |               |            |      |           |
| 14<br>T13RC -<br>SAWCUT, REM, DESPASPH | 0        | 08/01/11      |            |      |           |
| 15<br>T1R -<br>STREET/NOBASE/BRKRES    | 0        | 08/01/11      |            |      |           |
| 16<br>T2 -<br>STREET/BASE/BRK          | 0        | 08/01/11      |            |      |           |
| 17<br>T200 -<br>LUMPSUMLAYOUTS         | 0        | 08/01/11      |            |      |           |
| 18<br>T200A - T200 FOR<br>PROTECTSTR   | 0        | 08/01/11      |            |      |           |
| 19<br>T200D -<br>BRKREM3FTX3FTSDWLK    | 0        | 08/01/11      |            |      |           |
| 20<br>T21 - CONCRETE<br>CURBS          | 0        | 08/01/11      |            |      |           |
| 21<br>T211 -<br>MOBILIZATION           | 0        | 08/01/11      |            |      |           |
| 22<br>T212 -<br>PREMIUMCREWHOUR        | 0        | 08/01/11      |            |      |           |
| 23<br>T213 -<br>NIGHTPREMIUMCREWHR     | 0        | 08/01/11      |            |      |           |
| 24<br>T2C -<br>B/OREMPAVMT             | 0        | 08/01/11      |            |      |           |
| 25<br>T2CA - T2C WITH 3IN<br>BIT       | 0        | 08/01/11      |            |      |           |

**REDACTED**

\*\*PURCHASE ORDER\*\*

PAGE 5

|                       |        |          |          |
|-----------------------|--------|----------|----------|
| PURCHASE ORDER NUMBER | 132894 | ATE      | 07/29/11 |
| 26                    | 0      | 08/01/11 |          |

| ITEM                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------|----------|---------------|------------|------|-----------|
| T2CAR - T2CA WITH REST       |          |               |            |      |           |
| 27                           | 0        | 08/01/11      |            |      |           |
| T2R - STREET/BASE/BRK/REST   |          |               |            |      |           |
| 28                           | 0        | 08/01/11      |            |      |           |
| T3 - BLOCKSTRBASEBRKREST     |          |               |            |      |           |
| 29                           | 0        | 08/01/11      |            |      |           |
| T30 - TEMPORARY MACADAM      |          |               |            |      |           |
| 30                           | 0        | 08/01/11      |            |      |           |
| T301 - LABORER/DRILLRUNNER   |          |               |            |      |           |
| 31                           | 0        | 08/01/11      |            |      |           |
| T301A - FLAG PERSON W/TOOLS  |          |               |            |      |           |
| 32                           | 0        | 08/01/11      |            |      |           |
| T302 - LAB FOREMAN W/TRUCK   |          |               |            |      |           |
| 33                           | 0        | 08/01/11      |            |      |           |
| T303 - TEAMSTER, W/DUMPTRUCK |          |               |            |      |           |
| 34                           | 0        | 08/01/11      |            |      |           |
| T304 - COMPR/JHAMMERS        |          |               |            |      |           |
| 35                           | 0        | 08/01/11      |            |      |           |
| T305 - OPENG W/BACKHOE       |          |               |            |      |           |
| 36                           | 0        | 08/01/11      |            |      |           |
| T31 - BINDER BASE            |          |               |            |      |           |
| 37                           | 0        | 08/01/11      |            |      |           |
| T32 - CONCRETE BASE          |          |               |            |      |           |
| 38                           | 0        | 08/01/11      |            |      |           |

**REDACTED**

T33 - SAWCUT

\*\*PURCHASE ORDER\*\*

PAGE 6

PURCHASE ORDER NUMBER 132894                      CURRENT DATE                      07/29/11

| ITEM                           | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------|----------|---------------|------------|------|-----------|
| CONCRETE                       |          |               |            |      |           |
| 39                             | 0        | 08/01/11      |            |      |           |
| T33A - BEVEL CUT CONC.<br>BASE |          |               |            |      |           |
| 40                             | 0        | 08/01/11      |            |      |           |
| T3R -<br>BLOCKSTRBASEBRK       |          |               |            |      |           |
| 41                             | 0        | 08/01/11      |            |      |           |
| T4 -<br>BLKRESURFNOBASEBRK     |          |               |            |      |           |
| 42                             | 0        | 08/01/11      |            |      |           |
| T40A -<br>EXCAONLYMACHINEHAND  |          |               |            |      |           |
| 43                             | 0        | 08/01/11      |            |      |           |
| T40B -<br>BKFILONLYMACHINEHAND |          |               |            |      |           |
| 44                             | 0        | 08/01/11      |            |      |           |
| T42 - EXCA100<br>HAND<10FT     |          |               |            |      |           |
| 45                             | 0        | 08/01/11      |            |      |           |
| T42A - EXCA100<br>HAND>10.1    |          |               |            |      |           |
| 46                             | 0        | 08/01/11      |            |      |           |
| T42AMQ -<br>T42MQONPROTECTSTR  |          |               |            |      |           |
| 47                             | 0        | 08/01/11      |            |      |           |
| T42MQ -<br>BRKREMEXCAVPOE      |          |               |            |      |           |
| 48                             | 0        | 08/01/11      |            |      |           |
| T43 -<br>EXCAMACHINEHAND<10FT  |          |               |            |      |           |
| 49                             | 0        | 08/01/11      |            |      |           |
| T43A -<br>EXCAMACHHAND>10.1    |          |               |            |      |           |
| 50                             | 0        | 08/01/11      |            |      |           |
| T44 - EXCA100                  |          |               |            |      |           |

# REDACTED

HAND<10FT

\*\*PURCHASE ORDER\*\*

PAGE 7

PURCHASE ORDER NUMBER 132894 ATE 07/29/11  
51 0 08/01/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| T44A - EXCA100<br>HAND>10.1      |          |               |            |      |           |
| 52                               | 0        | 08/01/11      |            |      |           |
| T46-2 -<br>LINFT3-0FTORLESS<=2D  |          |               |            |      |           |
| 53                               | 0        | 08/01/11      |            |      |           |
| T46-4 -<br>LINFT3-0FTORLESS<=4D  |          |               |            |      |           |
| 54                               | 0        | 08/01/11      |            |      |           |
| T46-6 -<br>LINFT3-0FTORLESS<=6D  |          |               |            |      |           |
| 55                               | 0        | 08/01/11      |            |      |           |
| T46A-2 - LF<br>3.0FTLESSLL14-2DT |          |               |            |      |           |
| 56                               | 0        | 08/01/11      |            |      |           |
| T46A-4 - LF<br>3.0FTLESSLL14-4DT |          |               |            |      |           |
| 57                               | 0        | 08/01/11      |            |      |           |
| T46A-6 - LF<br>3.0FTLESSLL14-6DT |          |               |            |      |           |
| 58                               | 0        | 08/01/11      |            |      |           |
| T46UPL-2 -<br>LFITEMSUNPAV-2DTS  |          |               |            |      |           |
| 59                               | 0        | 08/01/11      |            |      |           |
| T46UPL-4 -<br>LFITEMSUNPAV-4DTS  |          |               |            |      |           |
| 60                               | 0        | 08/01/11      |            |      |           |
| T46UPL-6 -<br>LFITEMSUNPAV-6DTS  |          |               |            |      |           |
| 61                               | 0        | 08/01/11      |            |      |           |
| T47-2 -<br>LINFT3.1-5FT-2DUCTS   |          |               |            |      |           |
| 62                               | 0        | 08/01/11      |            |      |           |
| T47-4 -<br>LINFT3.1-5FT-4DUCTS   |          |               |            |      |           |

**REDACTED**

63                      0                      08/01/11  
T47-6 -

\*\*PURCHASE ORDER\*\*

PAGE     8

PURCHASE ORDER NUMBER 132894                      CURRENT DATE                      07/29/11

| ITEM                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------|----------|---------------|------------|------|-----------|
| LINFT3.1-5FT-6DUCTS  |          |               |            |      |           |
| 64                   | 0        | 08/01/11      |            |      |           |
| T47A-2 -             |          |               |            |      |           |
| LINFT3.-5FTLL14-2DTS |          |               |            |      |           |
| 65                   | 0        | 08/01/11      |            |      |           |
| T47A-4 -             |          |               |            |      |           |
| LINFT3.-5FTLL14-4DTS |          |               |            |      |           |
| 66                   | 0        | 08/01/11      |            |      |           |
| T47A-6 -             |          |               |            |      |           |
| LINFT3.-5FTLL14-6DTS |          |               |            |      |           |
| 67                   | 0        | 08/01/11      |            |      |           |
| T4R -                |          |               |            |      |           |
| BLKRESURFNBASEBRKRES |          |               |            |      |           |
| 68                   | 0        | 08/01/11      |            |      |           |
| T5 -                 |          |               |            |      |           |
| LGHTREINCONRDBRK     |          |               |            |      |           |
| 69                   | 0        | 08/01/11      |            |      |           |
| T53 - INTACT         |          |               |            |      |           |
| MASONRY              |          |               |            |      |           |
| 70                   | 0        | 08/01/11      |            |      |           |
| T5R -                |          |               |            |      |           |
| LGHTREINCONRDBRKREST |          |               |            |      |           |
| 71                   | 0        | 08/01/11      |            |      |           |
| T6 -                 |          |               |            |      |           |
| HEAVYREINCONRDBRK    |          |               |            |      |           |
| 72                   | 0        | 08/01/11      |            |      |           |
| T6R -                |          |               |            |      |           |
| HEAVYREINCONRDBRKRES |          |               |            |      |           |
| 73                   | 0        | 08/01/11      |            |      |           |
| T91 -                |          |               |            |      |           |
| CLEANFILL            |          |               |            |      |           |
| 74                   | 0        | 08/01/11      |            |      |           |
| T92 - SAND           |          |               |            |      |           |
| BACKFILL             |          |               |            |      |           |

REDACTED

75 0 08/01/11  
T93 -  
CONTROLDENSITYBKF

\*\*PURCHASE ORDER\*\*

PAGE 9

PURCHASE ORDER NUMBER 132894 ATE 07/29/11  
76 0 08/01/11

| ITEM                                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------|----------|---------------|------------|------|-----------|
| T97 -<br>LINFTBACKFILL               |          |               |            |      |           |
| 77                                   | 0        | 08/01/11      |            |      |           |
| T47UPL-2 -<br>LFITM3-5FTUNPAV-2DT    |          |               |            |      |           |
| 78                                   | 0        | 08/01/11      |            |      |           |
| T47UPL-4 -<br>LFITM3-5FTUNPAV-4DT    |          |               |            |      |           |
| 79                                   | 0        | 08/01/11      |            |      |           |
| T47UPL-6 -<br>LFITM3-5FTUNPAV-6DT    |          |               |            |      |           |
| 80                                   | 0        | 08/01/11      |            |      |           |
| -CONED-MW- - CON EDISON USE<br>ONLY. |          |               |            |      |           |

TOTAL NUMBER OF LINE ITEMS ARE 80

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS  
COMMITMENT TO ENVIRONMENTAL EXCELLENCE  
=====

OUR CORPORATE ENVIRONMENTAL POLICY  
=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE  
IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL  
EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD  
BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND  
SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN  
AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE  
FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY  
REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO

**REDACTED**

REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR

\*\*PURCHASE ORDER\*\*

PAGE 10

PURCHASE ORDER NUMBER 132894

CURRENT DATE

07/29/11

TERMS AND CONDITIONS

ENVIRONMENTAL HEALTH AND SAFETY;

- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

**REDACTED**

ORIGINAL INVOICES SHALL BE SENT TO IF APPLICABLE:

.  
CON EDISON  
P.O. BOX 799  
COOPER STATION  
NEW YORK, N.Y. 10276-0799

\*\*PURCHASE ORDER\*\*

PAGE 11

PURCHASE ORDER NUMBER 132894

CURRENT DATE

07/29/11

**TERMS AND CONDITIONS**

A COPY OF THE INVOICE SHALL BE SENT TO, WHEN APPLICABLE:

CONSOLIDATED EDISON  
118-29 QUEENS BLVD  
FOREST HILLS, NY 11375  
ATTN.: KEVIN MCKEEFREY

DOCUMENTATION IS REQUIRED FOR EXPENSES AND MUST BE SUBMITTED  
WITH YOUR INVOICES. FAILURE TO SUPPLY THIS DOCUMENTATION MAY  
RESULT IN DELAY OF PAYMENT.  
PAYMENT TERMS:

\_\_\_\_\_  
NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

STANDARD CLAUSES:

\_\_\_\_\_

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION - TENDITURE AUTHORIZED UNDER  
THIS PURCHASE AGREEMENT IS CON EDISON WILL NOT BE  
OBLIGATED TO MAKE PAYMENT XCESS OF THE EXPENDITURE  
LIMITATION AND THE VENDOR 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.

.  
THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED  
TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY  
CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

.  
**SPECIAL CONDITION**

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

.  
**ACKNOWLEDGEMENT**

**REDACTED**

.  
IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A  
COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRE-  
SENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER

.  
ACCEPTED AND AGREED TO  
.

\*\*PURCHASE ORDER\*\*

PAGE 12

PURCHASE ORDER NUMBER 132894

CURRENT DATE

07/29/11

TERMS AND CONDITIONS

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 12 \_

**REDACTED**

ATTACHMENT NO. 6

PURCHASE ORDER NO. :

1-33298

REDACTED

FILENAME: PMS-PO #133298

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/05/11

PURCHASE ORDER NUMBER 133298

PURCHASE ORDER DATE 06/08/11

PURCHASE REQ. NUMBER 362-0-1002

TO: . VENDOR CODE V2

AUTHORIZED DOLLARS

FUNDING ORDER

ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON  
30 FLATBUSH AVENUE 133298  
NEW YORK, NY 11217  
PASCALE AMBROSIO

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: ANDRE DUNKLEY 212-460-6669 85253

| ITEM                                                       | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 08/D ENDATE 08/07/14. |          |               |            |      |           |
| 1                                                          | 0        | 08/08/11      |            |      |           |
| -CONED-E- - CON EDISON USE ONLY.                           |          |               |            |      |           |
| 2                                                          | 0        | 08/08/11      |            |      |           |
| BROOKLYN STREET LIGHT DUCT SERTRAC                         |          |               |            |      |           |

THIS CONTRACT HAS NO ESCALATION FOR IT'S TERM.

THIS CONTRACT WILL COMMENCE ON AUGUST 8, 2011  
THIS CONTRACT WILL EXPIRE ON AUGUST 7, 2014, UNLESS EXTENDED BY  
CONSOLIDATED EDISON. IN ADDITION CON EDISON WILL RESERVE THE  
RIGHT TO TERMINATE THIS CONTRACT AHEAD OF ITS SCHEDULE DATE.

FURNISH SUPERVISION, LABOR, AND EQUIPMENT TO COMPLETE STREET LIGHT DUCT  
REPAIRS, NEW STREET LIGHT DUCT INSTALLATIONS AND INSTALLATON AND REMOVAL  
OF STREETLIGHT CABLE THROUGHOUT THE BOROUGH OF BROOKLYN FOR A THREE YEAR  
PERIOD.

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER  
DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO  
ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM.  
ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO  
THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR  
PERFORMANCE STATEMENT.

COMPANY REPRESENTATIVES: ANTHONY CARUCCI (718-802-5326)  
PASCALE AMBROSIO (718-802-5446)  
ENVIRONMENTAL MANAGER: MICHAEL IVANCICH (718-390-6230)  
CONTRACT ADMINISTRATOR: NICOLE ALLOCCA (212-780-3674)

CONTRACTOR CONTACT

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 133298

CURRENT DATE

08/05/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

PURCHASE ORDER INFORMATION:

ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH:

- CON EDISON'S BID EVENT # 33914 AS DISTRIBUTED BY PERFECT COMMERCE ON BEHALF OF CON EDISON. ALL TERMS AND CONDITIONS, SPECIAL CONDITIONS, SPECIFICATIONS AND DRAWINGS INCLUDED IN THIS EVENT WILL APPLY, INCLUDING: BUT NOT LIMITED TO THE FOLLOWING:

- CON EDISON'S STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS DATED DECEMBER 7, 2010, WILL APPLY UNLESS REPLACED BY CON EDISON.

- CON EDISON'S CONSTRUCTION MANAGEMENT PROCEDURES DATED MAY 1, 1995

- CON EDISON'S STANDARD TERMS AND CONDITIONS FOR INDEFINITE QUANTITY DATED APRIL 09, 2009

- CON EDISON'S TRENCHING MANUAL DATED JUNE 2009, REV. 7

- BROOKLYN LIGHT MAINTENANCE SPECIAL CONDITIONS DATED AUGUST 24, 2010

- SSMET CHECKLIST AS DISTRIBUTED BY CON EDISON

- BID SUBMON JANUARY 27, 2011 AND REVISED

ONILINGS UNIT PRICES TO CON EDISON.

- . DISCL COMPLIANCE AND OFFER FORMS DATED

JA

- PREVAILING WAGES CLARIFICATIONS.DOC

- PREVAILING WAGES INFORMATION1.DOC

- LABORLAW\_PAYROLL\_FORM\_W\_INSTRUC.PDF

- CLARIFICATION 1.DOC

- CONTRACTOR JOB LOG ATTACHMENT B1.DOC

- PREVAILING WAGES #2.DOC

- MCS\_DIG.PDF

- SUPPLEMENTAL\_CONSTRUCTION\_CONTRACT-REQUIREMENTS\_(SCCR).PDF

CONTRACTOR CANNOT PERFORM ANY WORK WITHOUT A APPROVED HASP FROM CON EDISON. ANY WORK PERFORMED WITHOUT CON EDISON PRIOR APROVAL WILL BE DONE AT THE CONTRACTORS OWN LIABILITY AND RISK.

THE RULING OF ALL FEDERAL, STATE, CITY AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THIS TYPE OF WORK WILL APPLY.

PREVAILING WAGES:

ALL PAYROLL RECORDS IN COMPLIANCE OF NEW YORK STATE PREVAILING WAGES ARE TO BE FORWARDED TO THE FOLLOWING:

MS. NICOLE LEO 212/780-3675

E-MAIL: LEON@CONED.COM

BONDING:

ALL BONDING RECORDS ARE TO BE FORWARDED TO THE FOLLOWING:

MS. NICOLE LEO 212/780-3675

E-MAIL: LEON@CONED.COM

CONTRACTOR WILL MAKE ALL EFFORTS TO PRACTICE AND ABIDE BY CON EDISON'S "GREEN" POLICIES. CONTRACTOR WILL MAKE ALL EFFORTS TO RECYCLE ALL WASTE MATERIAL INCLUDING ASPHALT AND CEMENT. IN ADDITION CONTRACTOR

**REDACTED**

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 133298                      CURRENT DATE                      08/05/11

| ITEM                                                                                                                                                                                                                                                | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| WHEN APPLICABLE AND ALLOWED WILL MAKE ALL EFFORTS TO USE RECYCLED PRODUCTS INCLUDING ASPHALT AND BLACKTOP.                                                                                                                                          |          |               |            |      |           |
| .                                                                                                                                                                                                                                                   |          |               |            |      |           |
| CON EDISON, RESERVES THE RIGHT TO REQUEST THE CONTRACTOR TO PERFORM WORK IN OTHER BOROUGHES OF NEW YORK CITY OR WESTCHESTER COUNTY. IN PERIODS OF HEAVY WORK LOADS, CON EDISON MAY REQUEST/REQUIRE THE CONTRACTOR TO PROVIDE ADDITIONAL WORK CREWS. |          |               |            |      |           |
| .                                                                                                                                                                                                                                                   |          |               |            |      |           |
| THE FOLLOWING ITEMS ARE PART OF THIS PURCHASE ORDER:                                                                                                                                                                                                |          |               |            |      |           |
| .                                                                                                                                                                                                                                                   |          |               |            |      |           |
| ITEM                                                                                                                                                                                                                                                |          | PRICE         |            |      |           |
| .                                                                                                                                                                                                                                                   |          |               |            |      |           |
| T200D.                                                                                                                                                                                                                                              |          |               |            |      |           |
| SL001M.                                                                                                                                                                                                                                             |          |               |            |      |           |
| SL002M.                                                                                                                                                                                                                                             |          |               |            |      |           |
| SL002AM                                                                                                                                                                                                                                             |          |               |            |      |           |
| 3                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| CP-6 -                                                                                                                                                                                                                                              |          |               |            |      |           |
| CABLEPULL4-2/0                                                                                                                                                                                                                                      |          |               |            |      |           |
| 4                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| CP-6A -                                                                                                                                                                                                                                             |          |               |            |      |           |
| CP-6>150FT                                                                                                                                                                                                                                          |          |               |            |      |           |
| 5                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| CP-7 -                                                                                                                                                                                                                                              |          |               |            |      |           |
| CABLEPULL<2/0                                                                                                                                                                                                                                       |          |               |            |      |           |
| 6                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| CP-7A -                                                                                                                                                                                                                                             |          |               |            |      |           |
| CABLEPULL<2/0>150FT                                                                                                                                                                                                                                 |          |               |            |      |           |
| 7                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| PS-1 -                                                                                                                                                                                                                                              |          |               |            |      |           |
| PACKSEALANDDUCT                                                                                                                                                                                                                                     |          |               |            |      |           |
| 8                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| SL001 -                                                                                                                                                                                                                                             |          |               |            |      |           |
| REPLACESTLIGHTSERV                                                                                                                                                                                                                                  |          |               |            |      |           |
| 9                                                                                                                                                                                                                                                   | 0        | 08/08/11      |            |      |           |
| SL002 -                                                                                                                                                                                                                                             |          |               |            |      |           |
| ECXCLRDUCTREPLCABLE                                                                                                                                                                                                                                 |          |               |            |      |           |
| 10                                                                                                                                                                                                                                                  | 0        | 08/08/11      |            |      |           |
| SL002A -                                                                                                                                                                                                                                            |          |               |            |      |           |
| SL002PROTECTSTREET                                                                                                                                                                                                                                  |          |               |            |      |           |
| 11                                                                                                                                                                                                                                                  | 0        | 08/08/11      |            |      |           |

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 133298 CURRENT DATE 08/05/11

| ITEM                                   | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------------|----------|---------------|------------|------|-----------|
| T1 -<br>STREET/NOBASE/BRK              |          |               |            |      |           |
| 12<br>T101 - SOLID<br>SHEETING         | 0        | 08/08/11      |            |      |           |
| 13<br>T11 -<br>LL14CONCRETEBASE        | 0        | 08/08/11      |            |      |           |
| 14<br>T110 - VEHICULAR<br>PLATES       | 0        | 08/08/11      |            |      |           |
| 15<br>T114 -<br>PLATERENTALMAINT.      | 0        | 08/08/11      |            |      |           |
| 16<br>T117 - PEDESTRIAN<br>PLATES      | 0        | 08/08/11      |            |      |           |
| 17<br>T118 -<br>PEDPLATERENTAL         | 0        | 08/08/11      |            |      |           |
| 18<br>T120 -<br>STEELPROTECTIONPLATE   | 0        | 08/08/11      |            |      |           |
| 19<br>T122 - F/I/R SHUNT<br>BOX        | 0        | 08/08/11      |            |      |           |
| 20<br>T122A - LF SHUNT BOX > 50<br>FT  | 0        | 08/08/11      |            |      |           |
| 21<br>T125 - TESTPIT 0.1-4.0<br>CY     | 0        | 08/08/11      |            |      |           |
| 22<br>T126 - TESTPIT 4.1-8.0<br>CY     | 0        | 08/08/11      |            |      |           |
| 23<br>T13RC -<br>SAWCUT, REM, DESPASPH | 0        | 08/08/11      |            |      |           |

**REDACTED**

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 133298

CURRENT DATE

08/05/11

| ITEM                                   | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------------|----------|---------------|------------|------|-----------|
| 24<br>T14 - COMPACTION<br>TEST         | 0        | 08/08/11      |            |      |           |
| 25<br>T171Q -<br>B/OREPLCASTT025SF     | 0        | 08/08/11      |            |      |           |
| 26<br>T171QC -<br>T171QCONCTOSURFACE   | 0        | 08/08/11      |            |      |           |
| 27<br>T171QR -<br>B/OREGRDCASTT025SF   | 0        | 08/08/11      |            |      |           |
| 28<br>T171QRC -<br>T171QRCONCTOSURFACE | 0        | 08/08/11      |            |      |           |
| 29<br>T172S -<br>B/OREPLCASTT040SF     | 0        | 08/08/11      |            |      |           |
| 30<br>T172SC -<br>T172SCONCTOSURFACE   | 0        | 08/08/11      |            |      |           |
| 31<br>T172SR -<br>B/OREGRDCAST40SF     | 0        | 08/08/11      |            |      |           |
| 32<br>T172SRC -<br>T172SRCONCTOSURFACE | 0        | 08/08/11      |            |      |           |
| 33<br>T173S -<br>B/OREPLCAST40-60SF    | 0        | 08/08/11      |            |      |           |
| 34<br>T173SC -<br>T173SCONCTOSURFACE   | 0        | 08/08/11      |            |      |           |
| 35<br>T173SR -<br>B/OREGRDCAST40-60SF  | 0        | 08/08/11      |            |      |           |

**REDACTED**

36                      0                      08/08/11

\*\*PURCHASE ORDER\*\*

PAGE     6

PURCHASE ORDER NUMBER 133298                      CURRENT DATE                      08/05/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| T173SRC -<br>T173SRCONCTOSURFACE |          |               |            |      |           |
| 37                               | 0        | 08/08/11      |            |      |           |
| T174S -<br>B/OREPLCAST>60SF      |          |               |            |      |           |
| 38                               | 0        | 08/08/11      |            |      |           |
| T174SC -<br>T174SCONCTOSURFACE   |          |               |            |      |           |
| 39                               | 0        | 08/08/11      |            |      |           |
| T174SR -<br>B/OREGRDCAST>60SF    |          |               |            |      |           |
| 40                               | 0        | 08/08/11      |            |      |           |
| T174SRC -<br>T174SRCONCTOSURFACE |          |               |            |      |           |
| 41                               | 0        | 08/08/11      |            |      |           |
| T179 -<br>DELIVERINSTALLCOVER    |          |               |            |      |           |
| 42                               | 0        | 08/08/11      |            |      |           |
| T179A -<br>DELIVERINSTALLCOVER   |          |               |            |      |           |
| 43                               | 0        | 08/08/11      |            |      |           |
| T180 - INST<br>2"-5"CONDUIT      |          |               |            |      |           |
| 44                               | 0        | 08/08/11      |            |      |           |
| T181 - ROD AND<br>MANDREL        |          |               |            |      |           |
| 45                               | 0        | 08/08/11      |            |      |           |
| T183 -<br>INST4"-5"SPLITCONDUIT  |          |               |            |      |           |
| 46                               | 0        | 08/08/11      |            |      |           |
| T188 -<br>2"-5"RISERBENDPIPE     |          |               |            |      |           |
| 47                               | 0        | 08/08/11      |            |      |           |
| T190 -<br>STRUCTURALCONC<5CY     |          |               |            |      |           |
| 48                               | 0        | 08/08/11      |            |      |           |

REDACTED

T192 -  
SIMPLECONCNOREINF

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 133298

CURRENT DATE

08/05/11

| ITEM                           | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------|----------|---------------|------------|------|-----------|
| 49                             | 0        | 08/08/11      |            |      |           |
| T2 -<br>STREET/BASE/BRK        |          |               |            |      |           |
| 50                             | 0        | 08/08/11      |            |      |           |
| T200 -<br>LUMPSUMLAYOUTS       |          |               |            |      |           |
| 51                             | 0        | 08/08/11      |            |      |           |
| T200A - T200 FOR<br>PROTECTSTR |          |               |            |      |           |
| 52                             | 0        | 08/08/11      |            |      |           |
| T200TA -<br>PENETTAVENTSHAFT   |          |               |            |      |           |
| 53                             | 0        | 08/08/11      |            |      |           |
| T21 - CONCRETE<br>CURBS        |          |               |            |      |           |
| 54                             | 0        | 08/08/11      |            |      |           |
| T210 -<br>DEWATERING           |          |               |            |      |           |
| 55                             | 0        | 08/08/11      |            |      |           |
| T211 -<br>MOBILIZATION         |          |               |            |      |           |
| 56                             | 0        | 08/08/11      |            |      |           |
| T211A - MOB BEFORE<br>WORKDAY  |          |               |            |      |           |
| 57                             | 0        | 08/08/11      |            |      |           |
| T212 -<br>PREMIUMCREWHOUR      |          |               |            |      |           |
| 58                             | 0        | 08/08/11      |            |      |           |
| T213 -<br>NIGHTPREMIUMCREWHR   |          |               |            |      |           |
| 59                             | 0        | 08/08/11      |            |      |           |
| T215 - MOB WITHIN<br>4HRS      |          |               |            |      |           |
| 60                             | 0        | 08/08/11      |            |      |           |
| T21R - CONCRETE                |          |               |            |      |           |

**REDACTED**

CURBS

61                      0                      08/08/11

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 133298

CURRENT DATE

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| ITEM                           | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------|----------|---------------|------------|------|-----------|
| T22 -<br>GRANITE/STONECURBS    |          |               |            |      |           |
| 62                             | 0        | 08/08/11      |            |      |           |
| T22R -<br>GRANITE/STONECURBS   |          |               |            |      |           |
| 63                             | 0        | 08/08/11      |            |      |           |
| T23 -<br>STEELNOSEDCURBS       |          |               |            |      |           |
| 64                             | 0        | 08/08/11      |            |      |           |
| T23R -<br>STEELNOSEDCURBS      |          |               |            |      |           |
| 65                             | 0        | 08/08/11      |            |      |           |
| T2C -<br>B/OREMPAVMT           |          |               |            |      |           |
| 66                             | 0        | 08/08/11      |            |      |           |
| T2CA - T2C WITH 3IN<br>BIT     |          |               |            |      |           |
| 67                             | 0        | 08/08/11      |            |      |           |
| T2SCC0 -<br>C02EMERGWORK       |          |               |            |      |           |
| 68                             | 0        | 08/08/11      |            |      |           |
| T2SCC0A -<br>T2SCC0PROTECTSTR  |          |               |            |      |           |
| 69                             | 0        | 08/08/11      |            |      |           |
| T3 -<br>BLOCKSTRBASEBRKREST    |          |               |            |      |           |
| 70                             | 0        | 08/08/11      |            |      |           |
| T30 - TEMPORARY<br>MACADAM     |          |               |            |      |           |
| 71                             | 0        | 08/08/11      |            |      |           |
| T301 -<br>LABORER/DRILLRUNNER  |          |               |            |      |           |
| 72                             | 0        | 08/08/11      |            |      |           |
| T301A - FLAG PERSON<br>W/TOOLS |          |               |            |      |           |

REDACTED

73 0 08/08/11  
T302 - LAB FOREMAN  
W/TRUCK

\*\*PURCHASE ORDER\*\*

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CURRENT DATE

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| ITEM                            | QUANTITY | DELIVERY DATE | UN | INSP CODE |
|---------------------------------|----------|---------------|----|-----------|
| 74                              | 0        | 08/08/11      |    |           |
| T303 -<br>TEAMSTER, W/DUMPTRUCK |          |               |    |           |
| 75                              | 0        | 08/08/11      |    |           |
| T304 -<br>COMPR/JHAMMERS        |          |               |    |           |
| 76                              | 0        | 08/08/11      |    |           |
| T305 - OPENG<br>W/BACKHOE       |          |               |    |           |
| 77                              | 0        | 08/08/11      |    |           |
| T306 -<br>TIMBERMAN/TOOLS/TRAN  |          |               |    |           |
| 78                              | 0        | 08/08/11      |    |           |
| T31 - BINDER<br>BASE            |          |               |    |           |
| 79                              | 0        | 08/08/11      |    |           |
| T32 - CONCRETE<br>BASE          |          |               |    |           |
| 80                              | 0        | 08/08/11      |    |           |
| T33 - SAWCUT<br>CONCRETE        |          |               |    |           |
| 81                              | 0        | 08/08/11      |    |           |
| T33A - BEVEL CUT CONC.<br>BASE  |          |               |    |           |
| 82                              | 0        | 08/08/11      |    |           |
| T3R -<br>BLOCKSTRBASEBRK        |          |               |    |           |
| 83                              | 0        | 08/08/11      |    |           |
| T4 -<br>BLKRESURFNOBASEBRK      |          |               |    |           |
| 84                              | 0        | 08/08/11      |    |           |
| T40A -<br>EXCAONLYMACHINEHAND   |          |               |    |           |

**REDACTED**

85                    0                    08/08/11  
T40B -  
BKFILONLYMACHINEHAND

86                    0                    08/08/11

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 133298                    CURRENT DATE                    08/05/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| T42AMQ -<br>T42MQONPROTECTSTR    |          |               |            |      |           |
| 87                               | 0        | 08/08/11      |            |      |           |
| T42MQ -<br>BRKREMEXCAVPOE        |          |               |            |      |           |
| 88                               | 0        | 08/08/11      |            |      |           |
| T43 -<br>EXCAMACHINEHAND<10FT    |          |               |            |      |           |
| 89                               | 0        | 08/08/11      |            |      |           |
| T44 - EXCA100<br>HAND<10FT       |          |               |            |      |           |
| 90                               | 0        | 08/08/11      |            |      |           |
| T44AM - EXCA100<br>HAND>10.1FT   |          |               |            |      |           |
| 91                               | 0        | 08/08/11      |            |      |           |
| T44M - EXCA100<br>HAND<10FT      |          |               |            |      |           |
| 92                               | 0        | 08/08/11      |            |      |           |
| T46-2 -<br>LINFT3-0FTORLESS<=2D  |          |               |            |      |           |
| 93                               | 0        | 08/08/11      |            |      |           |
| T46-4 -<br>LINFT3-0FTORLESS<=4D  |          |               |            |      |           |
| 94                               | 0        | 08/08/11      |            |      |           |
| T46-6 -<br>LINFT3-0FTORLESS<=6D  |          |               |            |      |           |
| 95                               | 0        | 08/08/11      |            |      |           |
| T46-8 -<br>LINFT3-0FTORLESS<=8D  |          |               |            |      |           |
| 96                               | 0        | 08/08/11      |            |      |           |
| T46A-2 - LF<br>3.0FTLESSLL14-2DT |          |               |            |      |           |
| 97                               | 0        | 08/08/11      |            |      |           |

**REDACTED**

T46A-4 - LF  
3.0FTLESSLL14-4DT

98 0 08/08/11  
T46A-6 - LF  
3.0FTLESSLL14-6DT

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PURCHASE ORDER NUMBER 133298                      CURRENT DATE                      08/05/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| 99                               | 0        | 08/08/11      |            |      |           |
| T46A-8 - LF<br>3.0FTLESSLL14-8DT |          |               |            |      |           |
| 100                              | 0        | 08/08/11      |            |      |           |
| T46UP-2 -<br>LFTTRENCHING-2DUCTS |          |               |            |      |           |
| 101                              | 0        | 08/08/11      |            |      |           |
| T46UP-4 -<br>LFTTRENCHING-4DUCTS |          |               |            |      |           |
| 102                              | 0        | 08/08/11      |            |      |           |
| T46UP-6 -<br>LFTTRENCHING-6DUCTS |          |               |            |      |           |
| 103                              | 0        | 08/08/11      |            |      |           |
| T46UP-8 -<br>LFTTRENCHING-8DUCTS |          |               |            |      |           |
| 104                              | 0        | 08/08/11      |            |      |           |
| T47-2 -<br>LINFT3.1-5FT-2DUCTS   |          |               |            |      |           |
| 105                              | 0        | 08/08/11      |            |      |           |
| T47-4 -<br>LINFT3.1-5FT-4DUCTS   |          |               |            |      |           |
| 106                              | 0        | 08/08/11      |            |      |           |
| T47-6 -<br>LINFT3.1-5FT-6DUCTS   |          |               |            |      |           |
| 107                              | 0        | 08/08/11      |            |      |           |
| T47-8 -<br>LINFT3.1-5FT-8DUCTS   |          |               |            |      |           |
| 108                              | 0        | 08/08/11      |            |      |           |
| T47A-2 -<br>LINFT3.-5FTLL14-2DTS |          |               |            |      |           |
| 109                              | 0        | 08/08/11      |            |      |           |
| T47A-4 -                         |          |               |            |      |           |

**REDACTED**

LINFT3.-5FTLL14-4DTS

110                    0                    08/08/11  
T47A-6 -  
LINFT3.-5FTLL14-6DTS

111                    0                    08/08/11

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PURCHASE ORDER NUMBER 133298                    CURRENT DATE                    08/05/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| T47A-8 -<br>LINFT3.-5FTLL14-8DTS |          |               |            |      |           |
| 112                              | 0        | 08/08/11      |            |      |           |
| T47UP-2 -<br>LFTTRENCHING-2DUCTS |          |               |            |      |           |
| 113                              | 0        | 08/08/11      |            |      |           |
| T47UP-4 -<br>LFTTRENCHING-4DUCTS |          |               |            |      |           |
| 114                              | 0        | 08/08/11      |            |      |           |
| T47UP-6 -<br>LFTTRENCHING-6DUCTS |          |               |            |      |           |
| 115                              | 0        | 08/08/11      |            |      |           |
| T47UP-8 -<br>LFTTRENCHING-8DUCTS |          |               |            |      |           |
| 116                              | 0        | 08/08/11      |            |      |           |
| T4R -<br>BLKRESURFNBASEBRKRES    |          |               |            |      |           |
| 117                              | 0        | 08/08/11      |            |      |           |
| T5 -<br>LGHTREINCONRDBRK         |          |               |            |      |           |
| 118                              | 0        | 08/08/11      |            |      |           |
| T50 -<br>ROCK                    |          |               |            |      |           |
| 119                              | 0        | 08/08/11      |            |      |           |
| T50S -<br>REMSNOWICEFROMWKSITE   |          |               |            |      |           |
| 120                              | 0        | 08/08/11      |            |      |           |
| T51 - ROCK<br>REMOVAL-DISPOSE    |          |               |            |      |           |
| 121                              | 0        | 08/08/11      |            |      |           |
| T51H -<br>ROCKEXAVDRILLSPLIT     |          |               |            |      |           |

REDACTED

122 0 08/08/11  
T52 -  
ROCKREMVLBYSPLQ

123 0 08/08/11  
T53 - INTACT  
MASONRY

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CURRENT DATE

08/05/11

| ITEM                           | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------|----------|---------------|------------|------|-----------|
| 124                            | 0        | 08/08/11      |            |      |           |
| T53B -<br>BRKDISPSTRUCCONCRETE |          |               |            |      |           |
| 125                            | 0        | 08/08/11      |            |      |           |
| T54 -<br>ENCLOSURES            |          |               |            |      |           |
| 126                            | 0        | 08/08/11      |            |      |           |
| T55 -<br>CARTROLLEYTRACKS      |          |               |            |      |           |
| 127                            | 0        | 08/08/11      |            |      |           |
| T56 -<br>CONCENCASSTLPIPE      |          |               |            |      |           |
| 128                            | 0        | 08/08/11      |            |      |           |
| T57 - CUT/BK/REM<br>WOODTIE    |          |               |            |      |           |
| 129                            | 0        | 08/08/11      |            |      |           |
| T58 -<br>WOODTIESWHOLE         |          |               |            |      |           |
| 130                            | 0        | 08/08/11      |            |      |           |
| T59 -<br>TROLLEYRAILS          |          |               |            |      |           |
| 131                            | 0        | 08/08/11      |            |      |           |
| T5R -<br>LGHTREINCONRDBRKREST  |          |               |            |      |           |
| 132                            | 0        | 08/08/11      |            |      |           |
| T6 -<br>HEAVYREINCONRDBRK      |          |               |            |      |           |
| 133                            | 0        | 08/08/11      |            |      |           |
| T61 -<br>FURNINSTREMTREEGUARD  |          |               |            |      |           |

**REDACTED**

134            0            08/08/11  
T6R -  
HEAVYREINCONRDBRKRES

135            0            08/08/11  
T7 -  
RESTONLYSDWKDRIV

136            0            08/08/11

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| ITEM                                                                    | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-------------------------------------------------------------------------|----------|---------------|------------|------|-----------|
| T70 -<br>ABANDELECTSTDUCT                                               |          |               |            |      |           |
| 137            0            08/08/11<br>T70A -<br>SAMEAST708INPIPE      |          |               |            |      |           |
| 138            0            08/08/11<br>T70B -<br>LIKET70PIPE>16IN      |          |               |            |      |           |
| 139            0            08/08/11<br>T7A -<br>BREAKONLYSDWKDRIV      |          |               |            |      |           |
| 140            0            08/08/11<br>T7R -<br>BRKRESTSDWKDRIV        |          |               |            |      |           |
| 141            0            08/08/11<br>T8 -<br>RESTOREONLYDR/SDWK      |          |               |            |      |           |
| 142            0            08/08/11<br>T8R -<br>C/B/R/D/RDR/SDWK       |          |               |            |      |           |
| 143            0            08/08/11<br>T8RC -<br>REMOVRESTOREREINFSDWK |          |               |            |      |           |
| 144            0            08/08/11<br>T9 -<br>FLAGBLUEZBLKBRK         |          |               |            |      |           |
| 145            0            08/08/11<br>T91 -<br>CLEANFILL              |          |               |            |      |           |
| 146            0            08/08/11                                    |          |               |            |      |           |

REDACTED

T92 - SAND  
BACKFILL

147 0 08/08/11  
T93 -  
CONTROLDENSITYBKF

148 0 08/08/11  
T95 -  
TRUCKFROMSITE

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CURRENT DATE

08/05/11

| ITEM                                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------|----------|---------------|------------|------|-----------|
| 149                                  | 0        | 08/08/11      |            |      |           |
| T96 - CRUSHED<br>STONE               |          |               |            |      |           |
| 150                                  | 0        | 08/08/11      |            |      |           |
| T9R -<br>FLAGBLUEZBLKBRKREST         |          |               |            |      |           |
| 151                                  | 0        | 08/08/11      |            |      |           |
| -CONED-MW- - CON EDISON USE<br>ONLY. |          |               |            |      |           |

TOTAL NUMBER OF LINE ITEMS ARE 151

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS 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, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL

**REDACTED**

BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD

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CURRENT DATE

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TERMS AND CONDITIONS

BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

A COPY OF THE INVOICE SHALL BE SENT TO:

**REDACTED**

DOCUMENTATION IS REQUIRED FOR EXPENSES AND MUST BE SUBMITTED WITH YOUR INVOICES. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN DELAY OF PAYMENT.

PAYMENT TERMS:

NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

STANDARD CLAUSES:

\*\*PURCHASE ORDER\*\*

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CURRENT DATE

08/05/11

**TERMS AND CONDITIONS**

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS

EXPENDITURE LIMITATION - THNDITURE AUTHORIZED UNDER THIS PURCHASE AGREEMENT IS CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HCESS OF THE EXPENDITURE LIMITATION AND THE VENDOR 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.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

**SPECIAL CONDITION**

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

**ACKNOWLEDGEMENT**

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER

ACCEPTED AND AGREED TO

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**REDACTED**

DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 133298                      CURRENT DATE                      08/05/11  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 18 \_

**REDACTED**

ATTACHMENT NO. 7

PURCHASE ORDER NO. :

1-34239

REDACTED

FILENAME: PMS-PO #134239

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/03/11

PURCHASE ORDER NUMBER 134239

PURCHASE ORDER DATE 08/01/11

TO: PURCHASE REQ. NUMBER 872-0-1003  
VENDOR CODE H56  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
1610 MATTHEWS AVENUE 134239  
BRONX NY 10462  
JAMES F. DELIA

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: ANDRE DUNKLEY 212-460-6669 05333

| ITEM                                                       | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 08/D ENDATE 08/14/13. |          |               |            |      |           |
| 1                                                          | 0        | 08/15/11      |            |      |           |
| -CONED-E- -                                                |          |               |            |      |           |
| CON EDISON USE ONLY.                                       |          |               |            |      |           |

2 0 08/15/11  
-REQ/PO TEXT-

SCOPE OF WORK  
=====

FURNISH SUPERVISION, LABOR, MATERIAL AND EQUIPMENT TO PROVIDE FUSION SPLICING, OVERHEAD AND UNDERGROUND DUCT VERIFICATION/INSTALLATION OF FIBER OPTIC CABLE THROUGHOUT THE NEW YORK CITY'S FIVE BOROUGHES AND WESTCHESTER COUNTY, 24 HOURS PER DAY, 7 DAYS PER WEEK, INCLUDING HOLIDAYS.

THE VENDOR WILL PROVIDE MANAGEMENT AND TECHNICAL PERSONNEL NECESSARY TO PERFORM FIBER OPTIC FUSION SPLICING OF SINGLE MODE AND MULTIMODE FIBER OPTIS CABLE, PERFORM BOTH OVERHEAD AND UNDERGROUND FIBER OPTIC INSTALLATION WITHIN FOUR HOURS OF AN EMERGENCY REQUEST FOR SERVICE BY CON EDISON, THIS INCLUDES FURNISHING ALL TEST EQUIPMENT, TOOLS AND MATERIALS, WITH THE EXCEPTION OF INNER DUCT AND FIBER OPTIC CABLE (THIS WILL BE SUPPLIED BY THE COMPANY).

CONSUMABLE SUPPLIES ARE INCLUDED IN THE COST FOR SERVICE. CON EDISON WILL SUPPLY THE FIBER OPTIC SPLICE ENCLOSURES WHEN THE VENDOR ARRIVES ON SITE.

SHELTER, POWER (AC/DC), LIGHTING, HEATING, AIR CONDITIONING, ETC. MUST BE PROVIDED BY THE VENDOR DURING SPLICING OPERATIONS. THE VENDOR WILL PROVIDE TWO INDEPENDENT SPLICING CREWS, EACH WITH THEIR OWN VEHICLE, AND FULLY EQUIPPED TO PERFORM FUSION SPLICING IN AN OUTDOOR ENVIRONMENT.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

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CURRENT DATE

08/03/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

EACH CREW WILL WORK SIMULTANEOUSLY TO SPLICE EACH END OF THE BYPASS CABLE TO THE ORIGINAL CABLE, AND RESTORE END-TO-END CONTINUITY.

CONTRACT TERM: TWO-YEAR CONTRACT

SPECIAL CONDITIONS DATED 11/5/10

SERVICES TO BE PROVIDED PER DIEM.

CONTACT TERM: JULY, 2011 TO JUNE 2013

THIS CONTRACT IS FOR A PERIOD 2 YEARS FUNDED WITH THE OPTION TO EXTEND FOR A THIRD YEAR AT CON EDISON'S DISCRETION.

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE CURRENT PROVISIONS OF CON EDISONS TERM AND CONDITIONS FOR CONSTRUCTION CONTRACTS, DATED DECEMBER 7, 2010. IN ADDITION, THIS BID WILL BE GOVERNED BY ALL DOCUMENTS DISTRIBUTED BY CON EDISON, OR ITS AGENTS INCLUDING PERFECT COMMERCE, EVENT # 34507, OR DIRECTLY BY CON EDISON EMPLOYEES, IN ADDITION TO BUT NOT LIMITED TO THE FOLLOWING:

EHS CHECKLIST.PDF

CE-ES-3161.PDF

CE-ES-3250.PDF

CEHSP S05.03 - PERSONAL PROTECTIVE EQUIPMENT - PROTECTIVE CLOTHING.DOC

CEHSP S17.01 - ELECTRICAL ENCLOSED SPACES.DOC  
DOC1.DOCX

EO-10322.PDF

EO-10359.PDF

EO-1184.PDF

EO-2121.PDF

LABORLAW\_PAYROLL\_FORM\_W\_INSTRUC.PDF

OJT-6206.PDF

OJT-621.PDF

PREVAILING WAGE INFORMATION 1.DOC

REVISED PRICE SHEET APRIL 27 2011.XLSX

SKMBT\_42011022211540 (3).PDF

SKMBT\_42011022211540 (3).PDF

SKMBT\_42011022213440 (3).PDF

SKMBT\_42011022213520 (3).PDF

SKMBT\_42011022213530 (3).PDF

SPECIFICATION IR-5-001 FIBER SPLICING.DOC

UNDERGROUND FIBER INSTALLATION ITEMS.DOCX

CON EDISON CONTACT INFORMATION

WENDALL LITTLE

INFORMATION RESOURCES

212-460-2841

JAMES D'ELIA

CONSTRUCTION MANAGEMENT

718/904-5375 CELL 917/681-7299

# REDACTED

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 134239 CURRENT DATE 08/03/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

|                                                                               | UNIT OF MEASURE | RATE |
|-------------------------------------------------------------------------------|-----------------|------|
| UNDER GROUND WORK                                                             |                 |      |
| DUCT PROOFING WITHOUT GAINING CONTINUITY (OT RATE)                            |                 |      |
| DUCT PROOFING WITH GAINING CONTINUITY (OT RATE)                               |                 |      |
| INSTALL FIBER OPTIC CABLE (OT RATE)                                           |                 |      |
| DUCT PROOFING WITHOUT GAINING CONTINUITY (ST RATE)                            |                 |      |
| DUCT PROOFING WITH GAINING CONTINUITY (ST RATE)                               |                 |      |
| INSTALL FIBER OPTIC CABLE (ST RATE)                                           |                 |      |
| REMEDICATION INSPECTIONS                                                      |                 |      |
| CREW RATE FOR 6 MAN CREW WITH: UTILITY TRUCK, CABLE TRUCK & RODING TRUCK (ST) |                 |      |
| CREW RATE FOR 6 MAN CREW WITH: UTILITY TRUCK, CABLE TRUCK & RODING TRUCK (OT) |                 |      |
| MOBILIZATION RATE WITH A 4 HOUR RESPONSE                                      |                 |      |

|                                                                  | UNIT OF MEASURE | RATE |
|------------------------------------------------------------------|-----------------|------|
| OVERHEAD WORK                                                    |                 |      |
| OVERHEAD WORK (ST)                                               |                 |      |
| OVERHEAD WORK (OT)                                               |                 |      |
| CREW RATE FOR 4 MAN CREW WITH: UTILITY TRUCK & BUCKET TRUCK (ST) |                 |      |
| CREW RATE FOR 4 MAN CREW WITH: UTILITY TRUCK & BUCKET TRUCK (OT) |                 |      |
| MOBILIZATION RATE WITH A 4 HOUR RESPONSE                         |                 |      |

|                                                                 | UNIT OF MEASURE | RATE |
|-----------------------------------------------------------------|-----------------|------|
| SPlicing                                                        |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE (ST)                      |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE (OT)                      |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR RESPONSE RATE (ST) |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR RESPONSE RATE (OT) |                 |      |
| 96 STRAND SPLICE PER ENTIRE SPLICE (ST)                         |                 |      |
| 96 STRAND SPLICE PER ENTIRE SPLICE (OT)                         |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR RESPONSE RATE (ST) |                 |      |
| 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR RESPONSE RATE (OT) |                 |      |

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ANY OUT-OF-SCOPE WORK WILL BE PERFORMED AT THE FOLLOWING HOURLY RATE

.

|       |             |              |         |
|-------|-------------|--------------|---------|
| LABOR | MON. TO FRI | MON. TO SAT. | HOLIDAY |
|       | STRIME 0    |              |         |

FIELD SUPERVISOR  
FOREMAN SPlicer  
JOURNEYMAN  
LABORER  
TECHNICIAN

.

RATES  
PICKUP TRUCK  
SPlice TRUCK  
RODDER  
BUCKET TRUCK  
FUSSION SPlicer  
ODTR TESTER

.

-----  
THE FOLLOWING RATES WILL APPLY FOR WESTCHESTER COUNTY

.

|                    |      |
|--------------------|------|
| UNIT OF<br>MEASURE | RATE |
|--------------------|------|

UNDER GROUND WORK  
DUCT PROOFING WITHOUT GAINING CONTINUITY (OT RATE)  
DUCT PROOFING WITH GAINING CONTINUITY (OT RATE)  
INSTALL FIBER OPTIC CABLE (OT RATE)  
DUCT PROOFING WITHOUT GAINING CONTINUITY (ST RATE)  
DUCT PROOFING WITH GAINING CONTINUITY (ST RATE)  
INSTALL FIBER OPTIC CABLE (ST RATE)  
REMEDIATION INSPECTIONS  
CREW RATE FOR 6 MAN CREW WITH: UTILITY TRUCK,  
CABLE TRUCK & RODING TRUCK (ST)  
CREW RATE FOR 6 MAN CREW WITH: UTILITY TRUCK,  
CABLE TRUCK & RODING TRUCK (OT)  
MOBILIZATION RATE WITH A 4 HOUR RESPONSE

.

|                  |    |
|------------------|----|
| UNIT OF<br>MEARE | RA |
|------------------|----|

OVERHEAD WORK  
OVERHEAD WORK (ST)  
OVERHEAD WORK (OT)  
CREW RATE FOR 4 MAN CREW WITH: UTILITY TRUCK &  
BUCKET TRUCK (ST)  
CREW RATE FOR 4 MAN CREW WITH: UTILITY TRUCK &  
BUCKET TRUCK (OT)  
MOBILIZATION RATE WITH A 4 HOUR RESPONSE

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SPLICING UNIT OF MEURE

20/48 STRAND SPLICE PER ENTIRE SPLICE (ST)  
 20/48 STRAND SPLICE PER ENTIRE SPLICE (OT)  
 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR  
 RESPONSE RATE (ST)  
 20/48 STRAND SPLICE PER ENTIRE SPLICE 4 HOUR  
 RESPONSE RATE (OT)  
 96 STRAND SPLICE PER ENTIRE SPLICE (ST)  
 96 STRAND SPLICE PER ENTIRE SPLICE (OT)  
 20/48 STRAND SPLICE PER ENTIRE SPLICE 4  
 HOUR RESPONSE RATE (ST)  
 20/48 STRAND SPLICE PER ENTIRE SPLICE 4

.

ANY OUT-OF-SCOPE WORK WILL BE PERFORMED AT THE  
 FOLLOWING HOURLY RATE

.

LABOR MON. TO FRI MON. TO SAT. HOLIDAY  
 STRAME 0

FIELD SUPERVISOR  
 FOREMAN SPLICER  
 JOURNEYMAN  
 LABORER  
 TECHNICIAN

RATES H  
 PICKUP TRUCK  
 SPLICE TRUCK  
 RODDER  
 BUCKET TRUCK  
 FUSSION SPLICER  
 ODTR TESTER

.

THIS CONTRACT CONTAINS ESCALATION IN THE  
 THIS CONTRACT CONTAINS ESCALATION IN THE  
 CONTRACTOR AGREES NOT TO SEEK PRICING REDLATED  
 EDISON.

TOTAL NUMBER OF LINE ITEMS ARE 2

SHIPPING TERMS:  
 NOT APPLICABLE

PAYMENT TERMS:  
 NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

REDACTED

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

\*\*PURCHASE ORDER\*\*

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TERMS AND CONDITIONS

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS USED IN THE PERFORMANCE OF WORK FOR CON EDISON, ARE MAINTAINED IN GOOD WORKING CONDITION

**REDACTED**

AND ARE NOT LEAKING ANY FLUIDS. PARTICULAR ATTENTION IS TO BE PAID, BUT NOT LIMITED TO, HYDRAULIC SYSTEMS ON EACH VEHICLE.

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**TERMS AND CONDITIONS**

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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

DOCUMENTATION IS REQUIRED FOR EXPENSES AND MUST BE SUBMITTED WITH YOUR INVOICES. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN DELAY OF PAYMENT.

PAYMENT TERMS:

---

NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

STANDARD CLAUSES:

---

CON EDISON'S STANDARD TERMS AND CONDITIONS OF CONSTRUCTION SERVICE CONTRACTS DATED 12/07/10 WHICH ARE HEREBY MADE PART OF THIS ORDER.

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION - THE MAXIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE AGREEMENT IS CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDER IN EXCESS OF THE EXPENDITURE LIMITATION AND THE VENDOR 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.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

**SPECIAL CONDITION**

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH

**REDACTED**

RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT

\*\*PURCHASE ORDER\*\*

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TERMS AND CONDITIONS

THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

.  
ACKNOWLEDGEMENT

.  
IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER

.  
ACCEPTED AND AGREED TO

.  
FOR: \_\_\_\_\_

.  
BY: \_\_\_\_\_

.  
TITLE: \_\_\_\_\_

.  
DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 8 \_

**REDACTED**

ATTACHMENT NO. 8

PURCHASE ORDER NO. :

1-34436

**REDACTED**

FILENAME: PMS-PO #134436

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PURCHASE ORDER NUMBER 134436

PURCHASE ORDER DATE 08/08/11

TO: PURCHASE REQ. NUMBER 234-1-2003  
 VENDOR CODE MB6  
 AUTHORIZED DOLLARS  
 FUNDING ORDER  
 ACCOUNT NUMBER VARIOUS  
 STATISTICS 1/2

SHIP TO:

CON EDISON  
 31-01 20TH AVENUE 134436  
 ASTORIA NY 11105  
 ULRICK SAMUEL

MAIL ORIGINAL INVOICES TO  
 CON EDISON ACCOUNTS PAYABLE  
 P.O. BOX 799  
 COOPER STATION  
 NEW YORK N.Y. 10276  
 (212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM

BUYER: LISA M PRESOTTO 212-460-4278

22487

| ITEM                 | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------|----------|---------------|------------|------|-----------|
| 1                    | 0        |               |            |      |           |
| -CONED-E- -          |          |               |            |      |           |
| CON EDISON USE ONLY. |          |               |            |      |           |
| 2                    | 0        |               |            |      |           |

FORMER KENT AVENUE GENERATING STATION  
 ASH PIT REMEDIAL ACTION

PER BID EVENT # 35481, . SHALL  
 SUPPLY ALL NECESSARY SU  
 SUBCONTRACTORS, MATERIALS AND INCIDENTALS TO FULLY EXECUTE ALL WORK AS  
 DETAILED IN THE PROJECT SPECIFICATIONS, CLARIFICATIONS, SPECIAL  
 CONDITIONS AND DRAWINGS ISSUED FOR THE REMEDIATION OF THE FORMER KENT  
 AVENUE GENERATING STATION ASH PIT.

THE WORK SCOPE INCLUDES, BUT IS NOT LIMITED TO, MOBILIZATION, VACUUM  
 DREDGING, PROCESSING AND DISPOSAL OF PCB-IMPACTED SEDIMENT/SLUDGE,  
 AND REMOVAL AND DISPOSAL OF DEBRIS FROM THE ASH PIT AND THE ADJACENT  
 PUMP HOUSE AREAS. THE CONTRACTOR WILL ALSO DESIGN, OPERATE AND  
 MAINTAIN AN ONSITE WATER TREATMENT SYSTEM, DISPOSE OF ALL WATER  
 GENERATED ONSITE AS A RESULT OF THE SEDIMENT REMOVAL PROCESS, COLLECT  
 POST-EXCAVATION SAMPLES FROM THE ASH PIT, BACKFILL THE ASH PIT AND  
 PUMP HOUSE AREAS WITH LOW DENSITY CELLULAR CONCRETE (LDCC), AND  
 INSPECT AND REPAIR THE ASH PIT WALL/BULKHEAD DURING BACKFILLING  
 OPERATIONS.

EXPENDITURE LIMITATIOXIMUM EXPENDITURE AUTHORIZED UNDER THIS  
 PURCHASE CONTRACT IS . CON EDISON WILL NOT BE OBLIGATED TO  
 MAKE PAYMENT HEREUNDES OF THE EXPENDITURE LIMITATION AND  
 CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND  
 UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED  
 MODIFICATION TO THIS PURCHASE ORDER.

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|------|----------|---------------|------------|------|-----------|

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

TOTAL EXTENDED PRICE:

PRICING FOR ITEMS INCLUDED IN TOTAL EXTENDED PRICE:

PRE-CONSTRUCTION ACTIVITIES:

| ITEM | DESCRIPTION | UNIT | UNIT OR LUMP SUM PRICE |
|------|-------------|------|------------------------|
| ---- | -----       | ---- | -----                  |
| 1.1  | PERMITS     | LS   |                        |
| 1.2  | WORK PLANS  | LS   |                        |

MOBILIZATION AND SITE FACILITIES:

| ITEM | DESCRIPTION                                | UNIT | UNIT OR LUMP SUM PRICE |
|------|--------------------------------------------|------|------------------------|
| ---- | -----                                      | ---- | -----                  |
| 2.1  | MOBILIZATION                               |      |                        |
| 2.2  | SITE MANAGEMENT                            |      |                        |
| 2.3  | STORM WATER, EROSION<br>& SEDIMENT CONTROL |      |                        |

EARTHWORK:

| ITEM | DESCRIPTION                                                                                                                                                | UNIT | UNIT OR LUMP SUM PRICE |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------|
| ---- | -----                                                                                                                                                      | ---- | -----                  |
| 3.1  | DEMOLITION AND OFF-SITE<br>DISPOSAL OF EXISTING SURFACE<br>FACILITY FEATURES                                                                               |      |                        |
| 3.2  | DEMOLITION AND OFF-SITE<br>DISPOSAL OF SUBSURFACE REMNANT<br>STRUCTURES WITHIN THE ASH PIT<br>PUMP HOUSE CHAMBER                                           |      |                        |
| 3.3  | EXCAVATION AND OFF-SITE<br>DISPOSAL OF SOIL WITHIN<br>THE ASH PIT PUMP HOUSE<br>CHAMBER CONTAINING LESS<br>THAN 50PPM OF PCBS                              |      |                        |
| 3.4  | EXCAVATION AND OFF-SITE<br>DISPOSAL OF SOIL WITHIN<br>THE ASH PIT PUMP HOUSE<br>CHAMBER CONTAINING GREATER<br>THAN 50PPM, BUT LESS THAN<br>500PPM, OF PCBS |      |                        |

ASH PIT REMEDIATION:

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| ITEM | DESCRIPTION                                                                                               | UNIT | UNIT OR LUMP | SUM PRICE |
|------|-----------------------------------------------------------------------------------------------------------|------|--------------|-----------|
| ---- | -----                                                                                                     | -    | -----        | -----     |
| 4.1  | ASH PIT DEBRIS REMOVAL AND DISPOSAL                                                                       |      |              |           |
| 4.2  | EXCAVATION, PROCESSING, AND DISPOSAL OF SEDIMENTS CONTAINING GREATER THAN 50PPM, BUT LESS THAN 500PPM PCB |      |              |           |
| 4.3  | EXCAVATION, PROCESSING AND DISPOSAL OF SEDIMENTS CONTAINING LESS THAN 50PPM PCB                           |      |              |           |
| 4.4  | ASH PIT INSPECTION                                                                                        |      |              |           |
| 4.5  | ASH PIT REPAIRS                                                                                           |      |              |           |
| 4.6  | CONCRETE CHIP CORING FOR PCBS                                                                             |      |              |           |

SITE RESTORATION:

| ITEM | DESCRIPTION                                            | UNIT | UNIT OR LUMP | SUM PRICE |
|------|--------------------------------------------------------|------|--------------|-----------|
| ---- | -----                                                  | ---- | -----        | -----     |
| 5.1  | LOW DENSITY CELLULAR CONCRETE FILL (LDCCF)             |      |              |           |
| 5.2  | STRUCTURAL REINFORCED CONCRETE SLAB                    |      |              |           |
| 5.3  | REMOVAL AND DISPOSAL OF TEMPORARY GEOTUBE DRAINAGE PAD |      |              |           |
| 5.4  | DEMOBILIATION                                          |      |              |           |

PROJECT CLOSEOUT:

| ITEM | DESCRIPTION     | UNIT | UNIT OR LUMP | SUM PRICE |
|------|-----------------|------|--------------|-----------|
| ---- | -----           | --   | -----        | -----     |
| 6.1  | FINAL DOCUMENTS |      |              |           |

ADDITIONAL WORK UNIT PRICES (OPTION):

| ITEM | DESCRIPTION                                     | UNIT | UNIT OR LUMP | SUM PRICE |
|------|-------------------------------------------------|------|--------------|-----------|
| ---- | -----                                           | ---- | -----        | -----     |
| 7.1  | IF NO CONCRETE BOTTOM, SEDIMENT CORING FOR PCBS |      |              |           |

CONSTRUCTION SCHEDULE: 97 WORK DAYS

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

CON EDISON'S INVITATION TO BID - EVENT # 35481

AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING THE FOLLOWING:

-

- ALL DOCUMENTS REFERENCED IN EVENT # 35481, SPECIFICATION KA-03-11AP

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|------|----------|---------------|------------|------|-----------|

DATED APRIL 2011, CONTRACT DRAWINGS AND ALL REFERENCED DRAWINGS,  
PICTURES AND SPECIFICATIONS.

- PRE-BID MEETING MINUTES, CLARIFICATIONS & PRESENTATION FROM 5/20/2011
- CLARIFICATIONS #1 (5/26/11), #2 (5/31/11), #3 (5/31/11) & #4 (5/31/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS  
DATED 12/7/10.
- CON EDISON'S SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS C-CM-  
003 REVISION NUMBER 1, DATED 06/10/2008
- EH&S REQUIREMENTS
- CONTRACTOR'S COMPLIANCE, OFFER & ORMS/11. ALL  
ROPPED PER EMAIL FROM OF  
DATED JUNE 30, 2011.

NO CONTRACTOR CAN PERFORM ANY WORK BEFORE A HASP IS APPROVED BY EH&S

DO NOT SEND INVOICES TO ACCOUNTS PAYABLE. ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATION SHOULD BE SENT DIRECTLY TO THE COMPANY AUTHORIZED REPRESENTATIVE, (CAR) WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                          |               |              |
|--------------------------|---------------|--------------|
| PROJECT MANAGER:         | DAVID RUBIN   | 718-204-4219 |
| DEPARTMENT MANAGER EH&S: | MIKE GENTILE  | 718-904-4645 |
| PROJECT SPECIALIST:      | ULRICK SAMUEL | 718-204-4010 |

1THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS  
CONTRACT BY THE FOLLOWING INDIVIDUALS:

CONSTRUCTION OFFICER:

PRESIDENT:

3                      0  
LUMPSUM -  
LUMPSUM AGREEMENT

4 0  
-CONED-R- -  
CON EDISON USE ONLY

5 0  
RH 1,1 -  
PERMITS

6 0  
RH 1.2 -  
WORKPLANSUBMITTALS

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| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| 7                                | 0        |               |            |      |           |
| RH 2.1 -<br>MOBILIZATION         |          |               |            |      |           |
| 8                                | 0        |               |            |      |           |
| RH 2.2 -<br>SITE MANAGEMENT      |          |               |            |      |           |
| 9                                | 0        |               |            |      |           |
| RH 2.3 -<br>STMWATEROSSEDCONTROL |          |               |            |      |           |
| 10                               | 0        |               |            |      |           |
| RH 3.1 -<br>DEMOSUBSURFREMNANT   |          |               |            |      |           |
| 11                               | 0        |               |            |      |           |
| RH 3.2 -<br>DEMOSUBSURFREMNANT   |          |               |            |      |           |
| 12                               | 0        |               |            |      |           |
| RH 3.3 -<br>EXCAVOFFSITEDISPOSAL |          |               |            |      |           |
| 13                               | 0        |               |            |      |           |
| RH 3.4 -<br>EXCAVOFFSITEDISPOSAL |          |               |            |      |           |
| 14                               | 0        |               |            |      |           |
| RH 4.1 -<br>ASHPITDEBRISDISPOSAL |          |               |            |      |           |
| 15                               | 0        |               |            |      |           |
| RH 4.2 -<br>SEDEXCAVPROCESSDISP  |          |               |            |      |           |
| 16                               | 0        |               |            |      |           |
| RH 4.3 -<br>SEDEXCAVPROCESSDISP  |          |               |            |      |           |
| 17                               | 0        |               |            |      |           |
| RH 4.4 -<br>ASH PIT INSPECTION   |          |               |            |      |           |
| 18                               | 0        |               |            |      |           |
| RH 4.5 -<br>ASH PIT REPAIRS      |          |               |            |      |           |

REDACTED

19 0

\*\*PURCHASE ORDER\*\*

PAGE 6

PURCHASE ORDER NUMBER 134436 CURRENT DATE 08/12/11

| ITEM                             | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|----------------------------------|----------|---------------|------------|------|-----------|
| RH 4.6 -<br>CONCRETE CHIP CORING |          |               |            |      |           |
| 20                               | 0        |               |            |      |           |
| RH 5.1 -<br>LOWDENSECELLCONCRETE |          |               |            |      |           |
| 21                               | 0        |               |            |      |           |
| RH 5.2 -<br>STRUCTREINFCONCSLAB  |          |               |            |      |           |
| 22                               | 0        |               |            |      |           |
| RH 5.3 -<br>REMOVEDISPGEOTUBEPAD |          |               |            |      |           |
| 23                               | 0        |               |            |      |           |
| RH 5.4 -<br>DEMOBILIZATION       |          |               |            |      |           |
| 24                               | 0        |               |            |      |           |
| RH 6.1 -<br>FINAL DOCUMENTATION  |          |               |            |      |           |
| 25                               | 0        |               |            |      |           |
| RH 7.1 -<br>SEDIIMENTCOREFORPCBS |          |               |            |      |           |
| 26                               | 0        |               |            |      |           |
| RH 4.2A -<br>SEDEXCAVPROCESSDISP |          |               |            |      |           |
| 27                               | 0        |               |            |      |           |
| RH 4.3A -<br>SEDEXCAVPROCESSDISP |          |               |            |      |           |

TOTAL NUMBER OF LINE ITEMS ARE 27

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE  
=====

**REDACTED**

**OUR CORPORATE ENVIRONMENTAL POLICY**  
=====

**\*\*PURCHASE ORDER\*\***

**PAGE 7**

**PURCHASE ORDER NUMBER 134436**

**CURRENT DATE**

**08/12/11**

**TERMS AND CONDITIONS**

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

**CONSTRUCTION CONTRACTS**  
-----

THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS

**REDACTED**

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE  
"PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE

\*\*PURCHASE ORDER\*\*

PAGE 8

PURCHASE ORDER NUMBER 134436

CURRENT DATE

08/12/11

**TERMS AND CONDITIONS**

WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CONEDISON STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS, 12/7/10  
[HTTP://APPS.CONED.COM/PURCHASING/TC/STC\\_CONSTRUCTION.PDF](http://apps.coned.com/purchasing/tc/stc_construction.pdf)

**TASK / SITE SPECIFIC HASP**

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING  
A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT  
MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING  
FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO  
COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S  
BIDDERS LIST. TO FILE AN E-HASP: [WWW.CONED.COM/EHASP](http://www.coned.com/ehasp)

-  
NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING  
HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE  
INCLUDED IN YOUR BID PRICE.

**INSURANCE REQUIREMENTS**

-----  
VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING  
CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN  
ACCORDANCE WITH CON EDISON'S AFOREMENTIONED TERMS AND CONDITIONS (10/30).  
PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES,  
CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE  
CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: [PRESOTTOL@CONED.COM](mailto:PRESOTTOL@CONED.COM)).

**ACCIDENTS**

-----  
THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

**ACKNOWLEDGEMENT**

-----  
IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING  
A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED  
REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON,  
LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431  
EMAIL: [PRESOTTOL@CONED.COM](mailto:PRESOTTOL@CONED.COM)

**REDACTED**

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

**\*\*PURCHASE ORDER\*\***

PAGE 9

PURCHASE ORDER NUMBER 134436

CURRENT DATE

08/12/11

**TERMS AND CONDITIONS**

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 9 \_

**REDACTED**

ATTACHMENT NO. 9

PURCHASE ORDER NO. :

1-34458

REDACTED

FILENAME: PMS-PO #134458

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/09/11

PURCHASE ORDER NUMBER 134458

PURCHASE ORDER DATE 08/09/11

TO: PURCHASE REQ. NUMBER 929-1-2016  
VENDOR CODE H57  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER

VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
4 IRVING PLACE 134458  
NEW YORK, NY 10003  
GREGORY MCLAIN

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES  
FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 22487

| ITEM                                | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|-------------------------------------|----------|---------------|------------|------|-----------|
| 1                                   | 0        |               |            |      |           |
| -CONED-E- -<br>CON EDISON USE ONLY. |          |               |            |      |           |
| 2                                   | 0        |               |            |      |           |

DUNWOODIE SUBSTATION OWS INSTALLATION:

PER BID EVENT # 35565, SHALL  
FURNISH SUPERVISION, LAND EQUIPMENT NECESSARY TO  
COMPLETE THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE  
SPECIFICATIONS AND CONTRACT DRAWINGS.

WORK TO BE PERFORMED AT CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.  
AT THE DUNWOODIE S/S LOCATION AT 125 SMART AVENUE, YONKERS 10704.

THE SCOPE OF WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING, AND ANY  
OTHER WORK AS INDICATED IN THE REQUIREMENTS OF THE SPECIFICATION AND AS  
SHOWN ON THE CONTRACT DRAWINGS:

INSTALLATION OF INSTRUMENTATION AND MONITORING EQUIPMENT IN AREAS  
ADJACENT TO THE SITE, INSTALLATION AND MAINTENANCE OF TEMPORARY SHEETING  
AND SHORING TO PROVIDE SAFE WORKING CONDITIONS FOR TRENCHING, EXCAVATION  
AND BACKFILLING ACTIVITIES, REMOVAL AND DISPOSAL OF EXISTING FOUNDATIONS  
WALLS, UTILITIES, ELECTRIC, GROUNDING AND ANY OTHER SUBSURFACE  
STRUCTURES AND REMOVAL OF THE EXISTING OWS SYSTEM.

THE CONTRACTOR WILL ALSO INSTALL ALL BELOW GRADE DUCTS, CONDUIT,  
MANHOLES, PULL BOXES, PIPING AND PLUMBING ASSOCIATED WITH THE  
INSTALLATION OF THE NEW OWS. CONTRATOR ALSO TO SUPPLY SITE DRAINAGE, AND  
INSTALLATION OF ALL CAST IN PLACE CONCRETE, STONE AND ASPHALT.

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER THIS

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134458

CURRENT DATE

08/09/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

PURCHASE CONTRACT IS CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDE OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

PRICE:

CONSTRUCTION SCHEDULE: TARGET COMPLETE DATE NOVEMBER 30, 2011

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

CON EDISON'S INVITATION TO BID - EVENT # 35565

AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING THE FOLLOWING:

- ALL DOCUMENTS REFERENCED FOR PROJECT # 23689-09A, INCLUDING SPEC. CE-SS-3500-23689-09-A, SUPPLEMENTAL SPEC. MCX-088-10, AND ALL OTHER SPECIFICATIONS, CONTRACT DRAWINGS AND BID DOCUMENTS.
- SPECIAL CONDITIONS DATED 3/21/11
- BID CLARIFICATIONS DATED 6/23/11
- CLARIFICATIONS #2 (6/24/11), #3 (6/24/11), #4 (6/27/11), #5 (6/27/11), #6 (6/29/11) & #7 (6/29/11)
- MEANS AND METHODS QUESTIONS AND ANSWERS DATED 7/1/11, 7/8/11 & 7/11/11
- CON EDISON'S STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS DATED 12/7/10.
- CON EDISON'S SUPPLEMENTAL CONSTRUCTION CONTRACT REQUIREMENTS C-CM-003 REVISION NUMBER 1, DATED 06/10/2008
- EH&S REQUIREMENTS
- CONTRACTOR'S COMPLIANCE, OFFER & DISCLOSURE FORMS DATED 6/28/11

NO CONTRACTOR CAN PERFORM ANY WORK BEFORE A HASP IS APPROVED BY EH&S

DO NOT SEND INVOICES TO ACCOUNTS PAYABLE. ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATION SHOULD BE SENT DIRECTLY TO THE COMPANY AUTHORIZED REPRESENTATIVE, (CAR) WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                        |             |                |
|------------------------|-------------|----------------|
| PROJECT MANAGER:       | JOHN MCCOY  | (646-739-6094) |
| CONSTRUCTION MANAGER:  | GREG MCLAIN | (347-203-2694) |
| ENVIRONMENTAL MANAGER: | RICH CATERO | (647-772-3232) |
| SAFETY ADMINSTRATOR:   | RICK CATERO | (646-772-3232) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 134458 CURRENT DATE 08/09/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

CONTRACT BY THE FOLLOWING INDIVIDUALS:

3 0  
-CONED-R- -  
CON EDISON USE ONLY

4 0  
LUMPSUM -  
LUMPSUM AGREEMENT

TOTAL NUMBER OF LINE ITEMS ARE 4

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
NET 30 DAY \*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 134458

CURRENT DATE

08/09/11

TERMS AND CONDITIONS

ENVIRONMENTAL PERFORMANCE;

- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

CONSTRUCTION CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CONEDISON STANDARD TERMS & CONDITIONS OF CONSTRUCTION CONTRACTS, 12/7/10  
[HTTP://APPS.CONED.COM/PURCHASING/TC/STC\\_CONSTRUCTION.PDF](http://apps.coned.com/purchasing/tc/stc_construction.pdf)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: [WWW.CONED.COM/EHASP](http://www.coned.com/ehasp)

-  
NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----  
VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 134458

CURRENT DATE

08/09/11

TERMS AND CONDITIONS

ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS AND CONDITIONS (10/30).  
PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES,  
CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE  
CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: PRESOTTOL@CONED.COM).

ACCIDENTS

-----

THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 5 \_

**REDACTED**

ATTACHMENT NO. 10

PURCHASE ORDER NO. :

1-34584

REDACTED

FILENAME: PMS-PO #134584

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/24/11

PURCHASE ORDER NUMBER 134584

PURCHASE ORDER DATE 08/17/11

TO: PURCHASE REQ. NUMBER 390-1-2002  
VENDOR CODE E31  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
1615 BRONXDALE AVENUE 134584  
BRONX NY 10462  
BRADFORD WINER

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

THIS PURCHASE ORDER REQUIRES PAYMENT CERTIFICATES  
FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 22487

| ITEM                                                         | QUANTITY | DELIVERY DATE      | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------|----------|--------------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 09/D END DATE 07/31/13. |          |                    |            |      |           |
| 1                                                            | 0        | CODE 753 THE BRONX |            |      |           |

SCOPE OF WORK:

PER BID EVENT # 35528, SHALL  
FURNISH SUPERVISION, LAREQUIRED TO  
PERFORM NEW YORK STATE INDUSTRIAL CODE 16 NYCRR PART 753 FUNCTIONS  
FOR CON EDISON THROUGHOUT THE BOROUGH OF THE BRONX, IN ACCORDANCE  
WITH THE STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753  
FUNCTIONS AND NYS CODE 16 NYCRR PART 753.

THE TERM OF THE CONTRACT IS FOR A PERIOD COMMENCING SEPTEMBER  
5, 2011 THROUGH JULY 31, 2013. CON EDISON SHALL HAVE AN OPTION TO  
RENEW FOR AN ADDITIONAL TWO-YEAR TERM, EXERCISABLE IN ITS SOLE  
DISCRETION, AT ANY TIME DURING THE INITIAL CONTRACT TERM.

CODE 753 MARKOUT VENDOR SHALL SIGN AND COMPLY WITH ALL CON EDISON'S NON-  
DISCLOSURE/CONFIDENTIALITY AGREEMENTS RELATING TO CON EDISON FACILITY  
MAPS, DRAWINGS, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING OF ALL WORK AND  
AND THEREFORE LIABLE FOR DELAYS TO OTHER CONTRACTORS AS A RESULT OF  
POOR SCHEDULING.

THE CONTRACTOR WILL SUBMIT A MONTHLY BILLING LIST INDICATING THE TYPE  
OF FACILITY MARKED OUT AND SUPPORTING DOCUMENTATION OF COMPLETED  
TICKETS. CONTRACTOR SHALL MARK 100% OF THE MONTHLY TICKETS.

ALL MARKOUTS WILL BE COMPLETED ACCURATELY BASED ON THE INFORMATION  
PROVIDED BY CON EDISON AND IN ACCORDANCE WITH THE VENDOR SPECIFICATION  
AND NYS CODE 16NYCRR PART 753.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134584

CURRENT DATE

08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

ALL TICKETS MUST BE FIELDDED ON TIME.

IF THE CONTRACTOR IS UNABLE TO MAKE A MARKOUT ON TIME OR TO MAKE DIRECT CONTACT TO ARRANGE FOR A DELAYED START, IT MUST MAKE DIRECT CONTACT IN THE FIELD WITH THE EXCAVATOR PRIOR TO THE SCHEDULED START DATE AND TIME.

CONTRACTOR TO SUBMIT (2) COPIES OF INVOICES TO THE AUTHORIZED REPRESENTATIVE/CONTRACT ADMINISTRATION.

EXPENDITURE LIMITATIOIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE CONTRACT IS CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDE OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

ESCALATION OPTION FOR  
FOR

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

-

CON EDISON'S INVITATION TO BID - EVENT # 35528 AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- THE "STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS" DATED APRIL 11, 2011
- CLARIFICATIONS #1 (5/25/11), #2 (5/27/11) AND #3 (5/27/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS DATED 12/15/2010
- CON EDISON'S "SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT" DATED APRIL 29, 2009
- EH&S REQUIREMENTS AS OUTLINED IN THE SPECIFICATION REFERENCED ABOVE
- COMPLIANCE AND EXCEPTION FORM (NO EXCEPTIONS) DATED 6/1/11
- OFFER FORM DATED 6/1/11
- DISCLOSURE FORM DATED 5/19/11

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                            |                |                |
|----------------------------|----------------|----------------|
| CONTRACT ADMINISTRATOR:    | PETE CORREDOR  | (718-425-6774) |
| TECHNICAL REPRESENTATIVE:  | PETE CORREDOR  | (718-425-6774) |
| AUTHORIZED REPRESENTATIVE: | BRADFORD WINER | (718-839-1255) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 134584 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

CEO:

PRICING:

2 64073  
ONE CALL NOTIFICATION

3 800  
SPECIAL REQUEST

4 1992  
CAST IRON CLEARANCE REPORT

5 664  
NON-CLEARANCE REPORT

6 10623  
CAST IRON MONITORING

TOTAL NUMBER OF LINE ITEMS ARE 6

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

ADDITIONAL REMARKS  
NOTE TO ACCOUNTS PAYABLE: 2% DISCOUNT ONLY APPLICABLE WITH NET 10  
PAYMENT. BEYOND NET 10 FULL PRICE APPLIES.

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE  
=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE  
IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL  
EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD  
BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND  
SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN  
AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 134584

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SERVICES CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS, REV(12/15/2010).

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CON EDISON STANDARD TERMS & CONDITIONS OF SERVICE CONTRACTS, 12/15/2010.  
[HTTP://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF](http://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 134584

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: WWW.CONED.COM/EHASP

-

NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----

VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS & CONDITIONS 12/15/10 PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES, CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: PRESOTTOL@CONED.COM).

ACCIDENTS

-----

THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

-----

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431 EMAIL: PRESOTTOL@CONED.COM

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND

**REDACTED**

CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD

**\*\*PURCHASE ORDER\*\***

PAGE 6

PURCHASE ORDER NUMBER 134584 CURRENT DATE 08/24/11  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 6 \_

**REDACTED**

ATTACHMENT NO. 11

PURCHASE ORDER NO. :

1-34589

REDACTED

FILENAME: PMS-PO #134589

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/24/11

PURCHASE ORDER NUMBER 134589

PURCHASE ORDER DATE 08/18/11

TO: PURCHASE REQ. NUMBER 390-1-2004  
VENDOR CODE E31  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON  
1615 BRONXDALE AVENUE 134589  
BRONX NY 10462  
BRADFORD WINER

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 22487

| ITEM                                                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 09/D END DATE 07/31/13. |          |               |            |      |           |
| 1                                                            | 0        |               |            |      |           |
| CODE 753 BROOKLYN                                            |          |               |            |      |           |

SCOPE OF WORK:

PER BID EVENT # 35528, . SHALL  
FURNISH SUPERVISION, LA REQUIRED TO  
PERFORM NEW YORK STATE INDUSTRIAL CODE 16 NYCRR PART 753 FUNCTIONS  
FOR CON EDISON THROUGHOUT THE BOROUGH OF BROOKLYN, IN ACCORDANCE  
WITH THE STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753  
FUNCTIONS AND NYS CODE 16 NYCRR PART 753.

THE TERM OF THE CONTRACT IS FOR A PERIOD COMMENCING SEPTEMBER  
5, 2011 THROUGH JULY 31, 2013. CON EDISON SHALL HAVE AN OPTION TO  
RENEW FOR AN ADDITIONAL TWO-YEAR TERM, EXERCISABLE IN ITS SOLE  
DISCRETION, AT ANY TIME DURING THE INITIAL CONTRACT TERM.

CODE 753 MARKOUT VENDOR SHALL SIGN AND COMPLY WITH ALL CON EDISON'S NON  
DISCLOSURE/CONFIDENTIALITY AGREEMENTS RELATING TO CON EDISON FACILITY  
MAPS, DRAWINGS, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING OF ALL WORK  
AND THEREFORE LIABLE FOR DELAYS TO OTHER CONTRACTORS AS A RESULT OF  
POOR SCHEDULING.

THE CONTRACTOR WILL SUBMIT A MONTHLY BILLING LIST INDICATING THE TYPE  
OF FACILITY MARKED OUT AND SUPPORTING DOCUMENTATION OF COMPLETED  
TICKETS. CONTRACTOR SHALL MARK 100% OF THE MONTHLY TICKETS.

ALL MARKOUTS WILL BE COMPLETED ACCURATELY BASED ON THE INFORMATION  
PROVIDED BY CON EDISON AND IN ACCORDANCE WITH THE VENDOR SPECIFICATION  
AND NYS CODE 16NYCRR PART 753.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134589 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

ALL TICKETS MUST BE FIELDDED ON TIME.

IF THE CONTRACTOR IS UNABLE TO MAKE A MARKOUT ON TIME OR TO MAKE DIRECT CONTACT TO ARRANGE FOR A DELAYED START, IT MUST MAKE DIRECT CONTACT IN THE FIELD WITH THE EXCAVATOR PRIOR TO THE SCHEDULED START DATE AND TIME.

CONTRACTOR TO SUBMIT (2) COPIES OF INVOICES TO THE AUTHORIZED REPRESENTATIVE/CONTRACT ADMINISTRATION.

EXPENDITURE LIMITATIOXIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE CONTRACT IS . CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDES OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

ESCALATION OPTION

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

-

CON EDISON'S INVITATION TO BID - EVENT # 35528 AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- THE "STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS" DATED APRIL 11, 2011
- CLARIFICATIONS #1 (5/25/11), #2 (5/27/11) AND #3 (5/27/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS DATED 12/15/2010
- CON EDISON'S "SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT" DATED APRIL 29, 2009
- EH&S REQUIREMENTS AS OUTLINED IN THE SPECIFICATION REFERENCED ABOVE
- COMPLIANCE AND EXCEPTION FORM (NO EXCEPTIONS) DATED 6/1/11
- OFFER FORM DATED 6/1/11
- DISCLOSURE FORM DATED 5/19/11

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                            |                |                |
|----------------------------|----------------|----------------|
| CONTRACT ADMINISTRATOR:    | PETE CORREDOR  | (718-425-6774) |
| TECHNICAL REPRESENTATIVE:  | PETE CORREDOR  | (718-425-6774) |
| AUTHORIZED REPRESENTATIVE: | BRADFORD WINER | (718-839-1255) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 134589 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

CEO:

PRICING:

2 109961  
ONE CALL NOTIFICATION

3 800  
SPECIAL REQUEST

TOTAL NUMBER OF LINE ITEMS ARE 3

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

ADDITIONAL REMARKS  
NOTE TO ACCOUNTS PAYABLE: 2% DISCOUNT ONLY APPLICABLE WITH NET 10  
PAYMENT. BEYOND NET 10 FULL PRICE APPLIES.

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE  
IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL  
EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD  
BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND  
SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN  
AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE  
FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY  
REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO  
REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE  
ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR  
ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL  
CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF  
OUR BUSINESS;

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 134589

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SERVICES CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS, REV(12/15/2010).

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CON EDISON STANDARD TERMS & CONDITIONS OF SERVICE CONTRACTS, 12/15/2010.  
[HTTP://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF](http://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: [WWW.CONED.COM/EHASP](http://WWW.CONED.COM/EHASP)

-  
NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----  
VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 134589

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS & CONDITIONS 12/15/10 PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES, CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: PRESOTTOL@CONED.COM).

ACCIDENTS

-----

THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

-----

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431 EMAIL: PRESOTTOL@CONED.COM

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

. THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED APPENDIX A INSTEAD.

. APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR

**REDACTED**

GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT

**\*\*PURCHASE ORDER\*\***

PAGE 6

PURCHASE ORDER NUMBER 134589 CURRENT DATE 08/24/11  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 6 \_

**REDACTED**

ATTACHMENT NO. 12

PURCHASE ORDER NO. :

1-34590

REDACTED

FILENAME: PMS-PO #134590

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/24/11

PURCHASE ORDER NUMBER 134590

PURCHASE ORDER DATE 08/18/11

TO: PURCHASE REQ. NUMBER 390-1-2001

VENDOR CODE E31

AUTHORIZED DOLLARS

FUNDING ORDER

ACCOUNT NUMBER VARIOUS

STATISTICS 1/2

SHIP TO:

CON EDISON

1615 BRONXDALE AVENUE 134590

BRONX, NY 10462

BRADFORD WINER

MAIL ORIGINAL INVOICES TO

CON EDISON ACCOUNTS PAYABLE

P.O. BOX 799

COOPER STATION

NEW YORK N.Y. 10276

(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 21789

| ITEM                                                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 09/D END DATE 07/31/13. |          |               |            |      |           |
| 1                                                            | 0        |               |            |      |           |
| CODE 753 MANHATTAN                                           |          |               |            |      |           |

SCOPE OF WORK:

PER BID EVENT # 35528, . SHALL

FURNISH SUPERVISION, LA REQUIRED TO

PERFORM NEW YORK STATE INDUSTRIAL CODE 16 NYCRR PART 753 FUNCTIONS

FOR CON EDISON THROUGHOUT THE BOROUGH OF MANHATTAN, IN ACCORDANCE

WITH THE STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753

FUNCTIONS AND NYS CODE 16 NYCRR PART 753.

THE TERM OF THE CONTRACT IS FOR A PERIOD COMMENCING SEPTEMBER 5, 2011 THROUGH JULY 31, 2013. CON EDISON SHALL HAVE AN OPTION TO RENEW FOR AN ADDITIONAL TWO-YEAR TERM, EXERCISABLE IN ITS SOLE DISCRETION, AT ANY TIME DURING THE INITIAL CONTRACT TERM.

CODE 753 MARKOUT VENDOR SHALL SIGN AND COMPLY WITH ALL CON EDISON'S NON-DISCLOSURE/CONFIDENTIALITY AGREEMENTS RELATING TO CON EDISON FACILITY MAPS, DRAWINGS, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING OF ALL WORK AND THEREFORE LIABLE FOR DELAYS TO OTHER CONTRACTORS AS A RESULT OF POOR SCHEDULING.

THE CONTRACTOR WILL SUBMIT A MONTHLY BILLING LIST INDICATING THE TYPE OF FACILITY MARKED OUT AND SUPPORTING DOCUMENTATION OF COMPLETED TICKETS. CONTRACTOR SHALL MARK 100% OF THE MONTHLY TICKETS.

ALL MARKOUTS WILL BE COMPLETED ACCURATELY BASED ON THE INFORMATION PROVIDED BY CON EDISON AND IN ACCORDANCE WITH THE VENDOR SPECIFICATION AND NYS CODE 16NYCRR PART 753.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134590 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

ALL TICKETS MUST BE FIELDDED ON TIME.

IF THE CONTRACTOR IS UNABLE TO MAKE A MARKOUT ON TIME OR TO MAKE DIRECT CONTACT TO ARRANGE FOR A DELAYED START, IT MUST MAKE DIRECT CONTACT IN THE FIELD WITH THE EXCAVATOR PRIOR TO THE SCHEDULED START DATE AND TIME.

CONTRACTOR TO SUBMIT (2) COPIES OF INVOICES TO THE AUTHORIZED REPRESENTATIVE/CONTRACT ADMINISTRATION.

EXPENDITURE LIMITATIOXIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE CONTRACT IS . CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDES OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

ESCALATION OPTION

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

--

CON EDISON'S INVITATION TO BID - EVENT # 35528 AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- THE "STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS" DATED APRIL 11, 2011
- CLARIFICATIONS #1 (5/25/11), #2 (5/27/11) AND #3 (5/27/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS DATED 12/15/2010
- CON EDISON'S "SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT" DATED APRIL 29, 2009
- EH&S REQUIREMENTS AS OUTLINED IN THE SPECIFICATION REFERENCED ABOVE
- COMPLIANCE AND EXCEPTION FORM (NO EXCEPTIONS) DATED 6/1/11
- OFFER FORM DATED 6/1/11
- DISCLOSURE FORM DATED 5/19/11

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                            |                |                |
|----------------------------|----------------|----------------|
| CONTRACT ADMINISTRATOR:    | PETE CORREDOR  | (718-425-6774) |
| TECHNICAL REPRESENTATIVE:  | PETE CORREDOR  | (718-425-6774) |
| AUTHORIZED REPRESENTATIVE: | BRADFORD WINER | (718-839-1255) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 134590 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

CEO:

PRICING:

2 91007  
ONE CALL NOTIFICATION

3 800  
SPECIAL REQUEST

4 2126  
CAST IRON CLEARANCE REPORT

5 709  
NON-CLEARANCE REPORT

6 11341  
CAST IRON MONITORING

TOTAL NUMBER OF LINE ITEMS ARE 6

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

ADDITIONAL REMARKS  
NOTE TO ACCOUNTS PAYABLE: 2% DISCOUNT ONLY APPLICABLE WITH NET 10  
PAYMENT. BEYOND NET 10 FULL PRICE APPLIES.

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE  
=====

OUR CORPORATE ENVIRONMENTAL POLICY  
=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE  
IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL  
EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD  
BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND  
SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN  
AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE  
FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY  
REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 134590

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SERVICES CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS, REV(12/15/2010).

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CON EDISON STANDARD TERMS & CONDITIONS OF SERVICE CONTRACTS, 12/15/2010.  
[HTTP://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF](http://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 134590

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: WWW.CONED.COM/EHASP

-

NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----

VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS & CONDITIONS 12/15/10 PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES, CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: PRESOTTOL@CONED.COM).

ACCIDENTS

-----

THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

-----

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431 EMAIL: PRESOTTOL@CONED.COM

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT

**REDACTED**

APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED

**\*\*PURCHASE ORDER\*\***

PAGE 6

PURCHASE ORDER NUMBER 134590  
APPENDIX A INSTEAD.

CURRENT DATE

08/24/11

APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT ELECTS TO DO SO.

BY

\_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 6 \_

**REDACTED**

ATTACHMENT NO. 13

PURCHASE ORDER NO. :

1-34591

REDACTED

FILENAME: PMS-PO #134591

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/24/11

PURCHASE ORDER NUMBER 134591

PURCHASE ORDER DATE 08/18/11

TO: PURCHASE REQ. NUMBER 390-1-2003  
VENDOR CODE E31  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
1615 BRONXDALE AVENUE 134591  
BRONX NY 10462  
BRADFORD WINER

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 21789

| ITEM                                                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 09/D END DATE 07/31/13. |          |               |            |      |           |
| 1                                                            | 0        |               |            |      |           |
| CODE 753 WESTCHESTER COU                                     |          |               |            |      |           |

SCOPE OF WORK:

PER BID EVENT # 35528, SHALL  
FURNISH SUPERVISION, LAREQUIRED TO  
PERFORM NEW YORK STATE INDUSTRIAL CODE 16 NYCRR PART 753 FUNCTIONS  
FOR CON EDISON THROUGHOUT THE COUNTY OF WESTCHESTER IN ACCORDANCE  
WITH THE STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753  
FUNCTIONS AND NYS CODE 16 NYCRR PART 753.

THE TERM OF THE CONTRACT IS FOR A PERIOD COMMENCING SEPTEMBER  
5, 2011 THROUGH JULY 31, 2013. CON EDISON SHALL HAVE AN OPTION TO  
RENEW FOR AN ADDITIONAL TWO-YEAR TERM, EXERCISABLE IN ITS SOLE  
DISCRETION, AT ANY TIME DURING THE INITIAL CONTRACT TERM.

CODE 753 MARKOUT VENDOR SHALL SIGN AND COMPLY WITH ALL CON EDISON'S NON-  
DISCLOSURE/CONFIDENTIALITY AGREEMENTS RELATING TO CON EDISON FACILITY  
MAPS, DRAWINGS, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING OF ALL WORK AND  
AND THEREFORE LIABLE FOR DELAYS TO OTHER CONTRACTORS AS A RESULT OF  
POOR SCHEDULING.

THE CONTRACTOR WILL SUBMIT A MONTHLY BILLING INDICATING THE TYPE OF  
FACILITY MARKED OUT AND SUPPORTING DOCUMENTATION OF COMPLETED TICKETS.  
CONTRACTOR SHALL MARK 100% OF THE MONTHLY TICKETS.

ALL MARKOUTS WILL BE COMPLETED ACCURATELY BASED ON THE INFORMATION  
PROVIDED BY CON EDISON AND IN ACCORDANCE WITH THE VENDOR SPECIFICATION  
AND NYS CODE 16NYCRR PART 753.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134591

CURRENT DATE

08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

ALL TICKETS MUST BE FIELDDED ON TIME.

IF THE CONTRACTOR IS UNABLE TO MAKE A MARKOUT ON TIME OR TO MAKE DIRECT CONTACT TO ARRANGE FOR DELAYED START, THEY MUST MAKE DIRECT CONTACT IN THE FIELD WITH THE EXCAVATOR PRIOR TO THE SCHEDULED START DATE AND TIME.

CONTRACTOR TO SUBMIT (2) COPIES OF INVOICES TO THE AUTHORIZED REPRESENTATIVE/CONTRACT ADMINISTRATION.

EXPENDITURE LIMITATIOXIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE CONTRACT IS . CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDES OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

ESCALATION OPTION

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

-

CON EDISON'S INVITATION TO BID - EVENT # 35528 AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- THE "STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS" DATED APRIL 11, 2011
- CLARIFICATIONS #1 (5/25/11), #2 (5/27/11) AND #3 (5/27/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS DATED 12/15/2010
- CON EDISON'S "SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT" DATED APRIL 29, 2009
- EH&S REQUIREMENTS AS OUTLINED IN THE SPECIFICATION REFERENCED ABOVE
- COMPLIANCE AND EXCEPTION FORM (NO EXCEPTIONS) DATED 6/1/11
- OFFER FORM DATED 6/1/11
- DISCLOSURE FORM DATED 5/19/11

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                            |                |                |
|----------------------------|----------------|----------------|
| CONTRACT ADMINISTRATOR:    | PETE CORREDOR  | (718-425-6774) |
| TECHNICAL REPRESENTATIVE:  | PETE CORREDOR  | (718-425-6774) |
| AUTHORIZED REPRESENTATIVE: | BRADFORD WINER | (718-839-1255) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 3

PURCHASE ORDER NUMBER 134591 CURRENT DATE 08/24/11

| ITEM | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|------|----------|---------------|------------|------|-----------|
|------|----------|---------------|------------|------|-----------|

CEO:

PRICING:

2 80330  
ONE CALL NOTIFICATION

3 800  
SPECIAL REQUEST

4 726  
CAST IRON CLEARANCE REPORT

5 242  
NON-CLEARANCE REPORT

6 3874  
CAST IRON MONITORING

7 1440  
CURB VALVE ADAPTERS

TOTAL NUMBER OF LINE ITEMS ARE 7

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

ADDITIONAL REMARKS  
NOTE TO ACCOUNTS PAYABLE: 2% DISCOUNT ONLY APPLICABLE WITH NET 10  
PAYMENT. BEYOND NET 10 FULL PRICE APPLIES.

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE  
IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL  
EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD  
BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND  
SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN  
AND OUTSIDE THE COMPANY.

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 4

PURCHASE ORDER NUMBER 134591

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SERVICES CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS, REV(12/15/2010).

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CON EDISON STANDARD TERMS & CONDITIONS OF SERVICE CONTRACTS, 12/15/2010.  
[HTTP://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF](http://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 5

PURCHASE ORDER NUMBER 134591

CURRENT DATE

08/24/11

TERMS AND CONDITIONS

A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: [WWW.CONED.COM/EHASP](http://WWW.CONED.COM/EHASP)

-

NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----

VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS & CONDITIONS 12/15/10 PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES, CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: [PRESOTTOL@CONED.COM](mailto:PRESOTTOL@CONED.COM)).

ACCIDENTS

-----

THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

-----

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431 EMAIL: [PRESOTTOL@CONED.COM](mailto:PRESOTTOL@CONED.COM)

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**REDACTED**

THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND

**\*\*PURCHASE ORDER\*\***

PAGE 6

PURCHASE ORDER NUMBER 134591 CURRENT DATE 08/24/11  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

.  
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR  
SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

TOTAL PAGES 6 \_

**REDACTED**

ATTACHMENT NO. 14

PURCHASE ORDER NO. :

1-34592

REDACTED

FILENAME: PMS-PO #134592

\*\*PURCHASE ORDER\*\*

PAGE 1

CURRENT DATE 08/24/11

PURCHASE ORDER NUMBER 134592

PURCHASE ORDER DATE 08/18/11

TO: PURCHASE REQ. NUMBER 390-1-2005  
VENDOR CODE P82  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:  
CON EDISON  
1615 BRONXDALE AVENUE 134592  
BRONX NY 10462  
BRADFORD WINER

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: LISA M PRESOTTO 212-460-4278 21789

| ITEM                                                         | QUANTITY | DELIVERY DATE | UNIT PRICE | UNIT | INSP CODE |
|--------------------------------------------------------------|----------|---------------|------------|------|-----------|
| THIS IS A TERM ORDER WITH START DATE 09/D END DATE 07/31/13. |          |               |            |      |           |
| 1                                                            | 0        |               |            |      |           |
| CODE 753 QUEENS                                              |          |               |            |      |           |

SCOPE OF WORK:

PER BID EVENT # 35528, SHALL  
FURNISH SUPERVISION, LAREQUIRED TO  
PERFORM NEW YORK STATE INDUSTRIAL CODE 16 NYCRR PART 753 FUNCTIONS  
FOR CON EDISON THROUGHOUT THE BOROUGH OF QUEENS, IN ACCORDANCE WITH  
THE STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS  
AND NYS CODE 16 NYCRR PART 753.

THE TERM OF THE CONTRACT IS FOR A PERIOD COMMENCING SEPTEMBER  
5, 2011 THROUGH JULY 31, 2013. CON EDISON SHALL HAVE AN OPTION TO  
RENEW FOR AN ADDITIONAL TWO-YEAR TERM, EXERCISABLE IN ITS SOLE  
DISCRETION, AT ANY TIME DURING THE INITIAL CONTRACT TERM.

CODE 753 MARKOUT VENDOR SHALL SIGN AND COMPLY WITH ALL CON EDISON'S NON  
DISCLOSURE/CONFIDENTIALITY AGREEMENTS RELATING TO CON EDISON FACILITY  
MAPS, DRAWINGS, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING OF ALL WORK  
AND THEREFORE LIABLE FOR DELAYS TO OTHER CONTRACTORS AS A RESULT OF  
POOR SCHEDULING.

THE CONTRACTOR WILL SUBMIT A MONTHLY BILLING LIST INDICATING THE TYPE  
OF FACILITY MARKED OUT AND SUPPORTING DOCUMENTATION OF COMPLETED  
TICKETS. CONTRACTOR SHALL MARK 100% OF THE MONTHLY TICKETS.

ALL MARKOUTS WILL BE COMPLETED ACCURATELY BASED ON THE INFORMATION  
PROVIDED BY CON EDISON AND IN ACCORDANCE WITH THE VENDOR SPECIFICATION  
AND NYS CODE 16NYCRR PART 753.

**REDACTED**

REDACTED

\*\*PURCHASE ORDER\*\*

PAGE 2

PURCHASE ORDER NUMBER 134592

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ALL TICKETS MUST BE FIELDDED ON TIME.

IF THE CONTRACTOR IS UNABLE TO MAKE A MARKOUT ON TIME OR TO MAKE DIRECT CONTACT TO ARRANGE FOR DELAYED START, THEY MUST MAKE DIRECT CONTACT IN THE FIELD WITH THE EXCAVATOR PRIOR TO THE SCHEDULED START DATE AND TIME

CONTRACTOR TO SUBMIT (2) COPIES OF INVOICES TO THE AUTHORIZED REPRESENTATIVE/CONTRACT ADMINISTRATION.

EXPENDITURE LIMITATIOXIMUM EXPENDITURE AUTHORIZED UNDER THIS PURCHASE CONTRACT IS . CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT HEREUNDES OF THE EXPENDITURE LIMITATION AND CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AURHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON WHEN COMMITMENTS MADE BY CON EDISON EXCEED 75% OF THE AFORESAID EXPENDITURE LIMITATION.

ESCALATION OPTION

THIS PURCHASE ORDER WILL BE PERFORMED IN ACCORDANCE WITH & INCORPORATES BY REFERENCE THE FOLLOWING:

-

CON EDISON'S INVITATION TO BID - EVENT # 35528 AND ALL THE DOCUMENTS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- THE "STANDARD SPECIFICATION FOR VENDORS PERFORMING CODE 753 FUNCTIONS" DATED APRIL 11, 2011
- CLARIFICATIONS #1 (5/25/11), #2 (5/27/11) AND #3 (5/27/11)
- CON EDISON'S STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS DATED 12/15/2010
- CON EDISON'S "SPECIAL CONDITIONS OF PURCHASE - INDEFINITE QUANTITY CONTRACT" DATED APRIL 29, 2009
- EH&S REQUIREMENTS AS OUTLINED IN THE SPECIFICATION REFERENCED ABOVE
- COMPLIANCE AND EXCEPTION FORM (NO EXCEPTIONS) DATED 5/25/11
- OFFER FORM DATED 5/25/11
- DISCLOSURE FORM DATED 5/25/11

CON EDISON WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

|                            |                |                |
|----------------------------|----------------|----------------|
| CONTRACT ADMINISTRATOR:    | PETE CORREDOR  | (718-425-6774) |
| TECHNICAL REPRESENTATIVE:  | PETE CORREDOR  | (718-425-6774) |
| AUTHORIZED REPRESENTATIVE: | BRADFORD WINER | (718-839-1255) |

THE CONTRACTOR WILL BE REPRESENTED IN THE ADMINISTRATION OF THIS CONTRACT BY THE FOLLOWING INDIVIDUALS:

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\*\*PURCHASE ORDER\*\*

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PRICING:

2 149265  
ONE CALL NOTIFICATION

3 800  
SPECIAL REQUEST

4 568  
CAST IRON CLEARANCE REPORT

5 189  
NON-CLEARANCE REPORT

6 3027  
CAST IRON MONITORING

TOTAL NUMBER OF LINE ITEMS ARE 6

SHIPPING TERMS:  
NOT APPLICABLE

PAYMENT TERMS:  
NET 30 DAY \*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

OUR CORPORATE ENVIRONMENTAL POLICY

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE

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\*\*PURCHASE ORDER\*\*

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TERMS AND CONDITIONS

ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SERVICES CONTRACTS

-----  
THE COMMERCIAL TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER SHALL BE THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS & CONDITIONS OF SERVICES CONTRACTS, REV(12/15/2010)

A PRINTABLE VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE FROM THE "PURCHASING ONLINE" FUNCTION OF THE CON EDISON CORPORATE INTERNET SITE WWW.CONED.COM OR ENTER THE BELOW LISTED HYPERLINKS IN YOUR WEB BROWSER.

CON EDISON STANDARD TERMS & CONDITIONS OF SERVICE CONTRACTS, 12/15/2010.  
[HTTP://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF](http://Q050-W5.CONED.COM/PURCHASING/TC/TCSERVICE.PDF)

TASK / SITE SPECIFIC HASP

-----  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A TASK OR SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST. TO FILE AN E-HASP: [WWW.CONED.COM/EHASP](http://WWW.CONED.COM/EHASP)

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TERMS AND CONDITIONS

NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTRACTORS SUBMITTING HASP. HASP SUBMITTALS ARE CONSIDERED PART OF THE WORK SCOPE AND THEREFORE INCLUDED IN YOUR BID PRICE.

INSURANCE REQUIREMENTS

-----  
VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED IN ACCORDANCE WITH CON EDISON'S AFORMENTIONED TERMS & CONDITIONS 12/15/10 PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES, CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THE INSURANCE CERTIFICATE TO LISA PRESOTTO:  
(FAX: 212-533-0431/EMAIL: PRESOTTOL@CONED.COM).

ACCIDENTS

-----  
THE CONTRACTOR SHALL PROMPTLY REPORT ORALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

-----  
IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, LISA PRESOTTO - SENIOR PROCUREMENT SPECIALIST - FAX 212-533-0431 EMAIL: PRESOTTOL@CONED.COM

ACCEPTED AND AGREED TO

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

.  
THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED APPENDIX A INSTEAD.  
.

**REDACTED**

APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

**\*\*PURCHASE ORDER\*\***

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GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT ELECTS TO DO SO.

BY \_\_\_\_\_

FOR CON EDISON

TOTAL PAGES 6 \_

**REDACTED**

ATTACHMENT NO. 15

PURCHASE ORDER NO. :

1-34672

REDACTED

FILENAME: PMS-PO #134672

\*\*PURCHASE ORDER\*\*

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PURCHASE ORDER NUMBER 134672

PURCHASE ORDER DATE 08/22/11

PURCHASE REQ. NUMBER 887-0-0028

TO: VENDOR CODE W47  
AUTHORIZED DOLLARS  
FUNDING ORDER  
ACCOUNT NUMBER VARIOUS  
STATISTICS 1/2

SHIP TO:

CON EDISON-TRANSM OPS  
31-01 20TH AVE 134672  
ASTORIA-BLDG 136 NY 11105  
MARK BAUER

MAIL ORIGINAL INVOICES TO  
CON EDISON ACCOUNTS PAYABLE  
P.O. BOX 799  
COOPER STATION  
NEW YORK N.Y. 10276  
(212) 460-3510

PURCHASE ORDER NUMBER & ORDER RELEASE NUMBER MUST BE PRESENT ON ALL INVOICES  
FOR INVOICE STATUS, CLICK ON "VENDOR INFORMATION" AT WWW.CONED.COM  
BUYER: GERALD E LOEHR II 212-460-4829 08848

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THIS IS A TERM ORDER WITH START DATE 08/D END DATE 08/21/13.

1 0

SCOPE OF WORK:

-----

VENDOR TO PROVIDE MARINE WORK FOR TRANSMISSION  
OPERATIONS, REQUIRED IN RESTORATION OF TRANSMISSION SUBMARINE CABLE  
FEEDERS FOR TRANSMISSION OPERATIONS DURING THE PERIOD OF AUGUST 22, 2011  
THROUGH AUGUST 21, 2013.

VENDOR TO PROVIDE THE NECESSARY SUPERVISION, LABOR, MATERIAL, AND  
EQUIPMENT FOR MARINE TRANSPORT OF PERSONNEL AND EQUIPMENT REQUIRED FOR  
THE REPAIR AND RESTORATION OF TRANSMISSION FEEDERS. EQUIPMENT  
REQUIREMENTS SHALL INCLUDE: TUGBOATS OF UP TO 3000 HP CAPABILITY, WORK  
BOATS, CREW BOATS, BARGE CRANES OF UP TO 500 TON CAPACITY, DECK BARGES  
WITH SPUDS, RO/RO RAMPS, PONTOONS WITH SPUDS, RESCUE SKIFF, OXYACETYLENE  
TORCHES, OFFICE TRAILERS, GANGWAYS, FORKLIFTS, FRONT END LOADERS, 5 KW  
GENERATORS, FUEL TANKS, AND DEEPWATER PUMPS.

VENDOR TO PROVIDE THE NECESSARY SUPERVISION, LABOR, MATERIAL, AND  
EQUIPMENT FOR UNDERWATER LEAK LOCATION AND REPAIR OF TRANSMISSION  
FEEDERS. VENDOR MUST BE ABLE TO PROVIDE DIVERS CAPABLE OF DETECTING  
UNDERWATER DIELECTRIC FLUID LEAKS FROM TRANSMISSION FEEDERS THROUGH  
VISUAL INSPECTION AND ANY OTHER APPLICABLE METHODS. VENDOR SHALL BE  
CAPABLE OF UNDERWATER OPERATIONS TO UNCOVER BURIED TRANSMISSION FEEDER  
PIPES THROUGH REMOVAL OF ROCK OR RIP/RAP COVER AND MUD/SOIL. VENDOR  
MUST BE QUALIFIED TO REMOVE AND PROPERLY DISPOSE OF CONCRETE AND COAL  
TAR-BASED PIPE COATING (WHICH CAN CONTAIN ASBESTOS AND PCBS) TO EXPOSE  
TRANSMISSION FEEDER PIPES REQUIRING REPAIR. VENDOR SHALL INSTALL  
TEMPORARY MECHANICAL CLAMPS TO STOP LEAKS UNTIL A PERMANENT REPAIR CAN  
BE COMPLETED. VENDOR SHALL PROVIDE QUALIFIED WELDERS CAPABLE OF  
PERFORMING PERMANENT WELD REPAIRS ON CARBON STEEL TRANSMISSION FEEDER

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PIPES(CONFORMING TO ASTM A523) PRESSURIZED WITH DIELECTRIC FLUID AT UP TO APPROXIMATELY 400 PSI. VENDOR MUST PROVIDE ALL ASSOCIATED SPECIALIZED EQUIPMENT INCLUDING WELD MACHINES AND A DIVER HABITAT FOR COMPLETING SUCH REPAIRS.

VENDOR MUST BE CAPABLE OF RESTORING ALL COATING AND BACKFILL REMOVED WITH THE SAME OR SIMILAR MATERIALS AS APPROVED BY CON EDISON ENGINEERING.

VENDOR MUST BE CAPABLE OF RESPONDING TO LEAK LOCATIONS ANYWHERE IN THE NEW YORK METROPOLITAN AREA AT DEPTHS OF UP TO APPROXIMATELY 120 FEET IN A TIMELY MANNER.  
(INITIAL RESPONSE REQUIRED WITHIN 48 HOURS).  
VENDOR STAFFING CAPABILITIES MUST ALLOW LEAK LOCATION AND REPAIR OPERATIONS TO PROCEED ON AN AROUND-THE-CLOCK BASIS IF NEEDED.

PLEASE REFERENCE QUOTE DATED MARCH 21, 2011 FOR RATES , EQUIPMENT AND PG

\*\* SEND COPY OF INVOICE TO: CON EDISON-TRANSM OPS, 31-01 20TH AVENUE, ASTORIA, BLDG 136, NY, 11105, OR FAX TO (718) 726-7615  
ATTN: DON MAZURKIEWICZ \*\*

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

VENDOR TO ADHERE TO ALL CITY, STATE, OSHA AND CON EDISON RULES AND REGULATIONS REGARDING SAFETY.  
VENDOR AGREES TO MAINTAIN A LIABILITY INSURANCE POLICY NAMING CONSOLIDATED EDISON COMPANY OF NY, INC. AS ADDITIONAL INSURED PRIOR TO WORKING ON ANY OF CON EDISON'S PREMISES.

TOTAL NUMBER OF LINE ITEMS ARE 1

SHIPPING TERMS:

FOB ORIGIN/FREIGHT PREPAID AND ALLOWED

PAYMENT TERMS:

NET 30 DAY

\*\*\*PAYMENT TO ABOVE VENDOR ONLY\*\*\*

TERMS AND CONDITIONS

COMMITMENT TO ENVIRONMENTAL EXCELLENCE

=====

OUR CORPORATE ENVIRONMENTAL POLICY

=====

CON EDISON'S POLICY IS TO DEMONSTRATE LEADERSHIP AND EXCELLENCE IN ENVIRONMENTAL PROTECTION. OUR COMMITMENT TO ENVIRONMENTAL EXCELLENCE MUST BE EVIDENT IN ALL COMPANY OPERATIONS. IT SHOULD BE KNOWN AND UNDERSTOOD BY THE COMPANY'S EMPLOYEES, CUSTOMERS AND

REDACTED

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TERMS AND CONDITIONS

SHAREHOLDERS, AND CONTINUOUSLY REINFORCED BY OUR ACTIONS WITHIN AND OUTSIDE THE COMPANY.

EVERY CON EDISON EMPLOYEE HAS A PERSONAL OBLIGATION TO MEET THE FUNDAMENTAL WORKPLACE REQUIREMENTS ESTABLISHED BY LAW AND BY REGULATION, AND TO REACH BEYOND THESE BASIC REQUIREMENTS TO REALIZE A HIGHER LEVEL OF ACHIEVEMENT.

TO ACHIEVE THESE GOALS AND TO ENCOURAGE EMPLOYEES TO CARE FOR THE ENVIRONMENT AND APPRECIATE ITS IMPORTANCE, CON EDISON WILL :

- MAINTAIN IN EACH COMPANY ORGANIZATION AN ACCOUNTABILITY FOR ENVIRONMENTAL HEALTH AND SAFETY;
- PROVIDE TRAINING TO PREPARE EMPLOYEES TO MEET ENVIRONMENTAL CHALLENGES;
- INTEGRATE SOUND ENVIRONMENTAL PRACTICES IN ALL ASPECTS OF OUR BUSINESS;
- SUPPORT RESEARCH TO DEVELOP NEW TECHNOLOGIES TO IMPROVE ENVIRONMENTAL PERFORMANCE;
- STRIVE FOR CONTINUOUS IMPROVEMENT IN WASTE REDUCTION AND RECYCLING, POLLUTION PREVENTION AND RISK REDUCTION;
- MAINTAIN OPEN COMMUNICATIONS ON ENVIRONMENTAL ISSUES WITH REGULATORY AGENCIES, ENVIRONMENTAL GROUPS, CUSTOMERS AND EMPLOYEES;
- WORK WITH OUR CUSTOMERS TO PURSUE AND PROMOTE ENERGY EFFICIENCY; AND
- PERIODICALLY AND OBJECTIVELY AUDIT AND EVALUATE OUR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND ADDRESS OPPORTUNITIES FOR IMPROVEMENT IN A PROMPT AND EFFECTIVE MANNER.

CON EDISON HAS A POLICY OF ENVIRONMENTAL EXCELLENCE AND REQUIRES ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO SHARE ITS COMMITMENT TO ENVIRONMENTAL EXCELLENCE. CONTRACTORS, SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES THAT VIOLATE THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, INCLUDING REMOVAL FROM THE JOB AND OUR LIST OF APPROVED BIDDERS. CONTRACTORS SHALL INCLUDE THIS INFORMATION IN THEIR SUBCONTRACTS.

SPECIAL NOTE TO CONTRACTOR:

=====

.  
CONTRACTOR SHALL NOT MOBILIZE OR BEGIN ANY WORK PRIOR TO SUBMITTING A JOB SPECIFIC/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP) TO THE PROJECT MANAGER AND SUBSEQUENTLY RECEIVING AN APPROVAL OF SUCH PLAN IN WRITING FROM THE CON EDISON FACILITY ENVIRONMENTAL REPRESENTATIVE. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN SUSPENSION FROM CON EDISON'S BIDDERS LIST.  
.

THE SELLER/CONTRACTOR IS REQUIRED TO ASSURE THAT ALL VEHICLES, INCLUDING THOSE OF SUBCONTRACTORS USED IN THE PERFORMANCE OF

**REDACTED**

**\*\*PURCHASE ORDER\*\***

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**TERMS AND CONDITIONS**

WORK FOR CON EDISON, ARE MAINTAINED IN GOOD WORKING CONDITION AND ARE NOT LEAKING ANY FLUIDS. PARTICULAR ATTENTION IS TO BE PAID, BUT NOT LIMITED 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 ON CON EDISON PROPERTY. 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 CON EDISON PROPERTY. THE SELLER/CONTRACTOR SHALL BE REQUIRED TO REIMBURSE CON EDISON FOR ALL COSTS ASSOCIATED WITH THE CLEANUP OF LEAKS AND SPILLS.

**ROUTING GUIDE:**

.  
THE FOLLOWING WILL SERVE AS YOUR STANDARD ROUTING INSTRUCTIONS FOR ALL CONSOLIDATED EDISON COMPANY OF NEW YORK INC. (CON EDISON) RECEIVING LOCATIONS. THIS GUIDE IS AN INTEGRAL PART OF YOUR PURCHASE ORDER CONTRACT.

.  
WHEN THE PURCHASE ORDER REFERS TO CON EDISON ROUTING GUIDE, THE SUPPLIER MUST FOLLOW THE ROUTING GUIDE INSTRUCTIONS FOR ALL SHIPMENTS. IF THE SUPPLIER FAILS TO FOLLOW THE ROUTING GUIDE, THE SUPPLIER WILL THEN BECOME RESPONSIBLE (CHARGE BACK) FOR SHORTAGES, DAMAGES, LOSS SHIPMENTS, AND FOR THE INCREASED FREIGHT COSTS INCURRED TO CON EDISON.

.  
FREIGHT WILL BE MANAGED BY CON EDISON'S THIRD PARTY LOGISTIC FIRM, TRANSVANTAGE, AND WILL BE SHIPPED UNDER THE FOLLOWING TERMS STATED IN YOUR PURCHASE ORDER: FOB SHIPPING POINT/FREIGHT COLLECT

.  
TRANSVANTAGE  
1-800-526-3972 EXT 239 OR 250

.  
TRANSVANTAGE WILL ONLY HANDLE SHIPMENTS HAVING A PURCHASE ORDER NUMBER. THE SUPPLIER MUST CALL TRANSVANTAGE TO OBTAIN A SUPPLIER INFORMATION FORM.

.  
IF YOU CONTACT TRANSVANTAGE BY PHONE YOU MUST PROVIDE THE FOLLOWING INFORMATION:

.  
2A) PURCHASE ORDER NUMBER AND ORDER RELEASE NUMBER (IF ANY)

.  
2B) SHIPMENT ORIGIN

.  
2C) DESTINATION  
.

**REDACTED**

**\*\*PURCHASE ORDER\*\***

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**TERMS AND CONDITIONS**

2D) SHIPMENT PIECES, WEIGHT AND BILL OF LADING DESCRIPTION OF ITEMS TO BE SHIPPED: ALL EXPEDITED SHIPMENTS, INCLUDING INCLUDING AIR FREIGHT, ALSO REQUIRES SHIPMENT DIMENSIONS AND CON EDISON'S REPRESENTATIVE NAME AND PHONE NUMBER.

2E) ADDITIONAL INSURANCE WILL BE OBTAINED IF THE VALUE BEING SHIPPED EXCEEDS THE "RELEASE VALUE" OF \$10,000. IF THE SHIPPER FAILS TO PROVIDE THE PROPER INSURANCE FOR A SHIPMENT INVOLVED IN A CLAIM THAT RESULTS IN A LOSS TO CON EDISON DUE TO THE SHIPPER'S INACCURACIES, CON EDISON WILL CHARGE BACK THE DIFFERENCE TO THE SUPPLIER.

2F) EXPEDITED SHIPMENTS (NEXT DAY AIR, EMERGENCY SERVICE) REQUIRES CONFIRMATION BY A CON EDISON EMPLOYEE BEFORE TRANSPORTATION CAN PROCEED TO SCHEDULE THE APPROPRIATE TRANSPORTATION REQUIRED TO MEET THE DELIVERY TIME.

2G) INTERNATIONAL SHIPMENTS:  
THE SHIPPER HOLDS THE TITLE, COORDINATES AND PAYS TRANSPORTATION AND CUSTOMER CLEARANCE COSTS INTO THE UNITED STATES. IF THE SHIPPING TERMS OF THE AGREEMENT ALLOWS, FOR THE TITLE TO TRANSFER TO THE PURCHASER UPON CLEARING CUSTOMS (FOB SHIPPING POINT/FREIGHT COLLECT) WITHIN THE USA, THE SHIPPER WILL COORDINATE WITH FTS THE PICK-UP OF THE MATERIAL IN ACCORDANCE TO THE PROCEDURE OUTLINED BELOW:

**3) BILLS OF LADING**

THE BILL OF LADING MUST SHOW THE FOLLOWING:

- 3A) SELLERS NAME AND COMPLETE ADDRESS
- 3B) COMPLETE ADDRESS OF CON EDISON RECEIVING LOCATION
- 3C) COMPLETE DESCRIPTION AND NMFC CLASSIFICATION OF ALL ITEMS SHIPPED.
- 3D) TOTAL NUMBER OF CARTONS, PIECES AND WEIGHT BEING SHIPPED.
- 3E) PURCHASE ORDER NUMBER AND/OR PURCHASE ORDER NUMBER WITH AN ORDER RELEASE NUMBER.
- 3F) ADDITIONAL INSURANCE WHERE APPLICABLE.

TO PREVENT REFUSALS OR PENALTY CHARGES, PLEASE INSTRUCT THE CARRIER TO TRANSCRIBE THE ABOVE INFORMATION TO THE FREIGHT BILL.

**4) MARKING**

- 4A) SELLERS FULL NAME.
- 4B) PURCHASE ORDER NUMBER.
- 4C) BLANKET AND TERM ORDERS INCLUDE THE ORDER RELEASE AND STOCK

**REDACTED**

NUMBERS, IF APPLICABLE.

**\*\*PURCHASE ORDER\*\***

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**TERMS AND CONDITIONS**

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**5) PALLETS**

.

PALLETIZED MATERIAL SHIPPED TO THE ASTORIA SERVICE CENTER MUST BE IN COMPLIANCE WITH CONSOLIDATED EDISON'S SPECIFICATION T&S 86-1 REV. 2. IF YOU HAVE QUESTIONS CONCERNING THE IMPLEMENTATION OF THIS SPECIFICATION, THEY SHOULD BE DIRECTED TO: CENTRAL STORES RECEIVING SUPERVISOR - (718) 204 - 4188.

.

IF THESE ROUTING AND GENERAL INSTRUCTIONS ARE NOT UNDERSTOOD, OR CANNOT BE FOLLOWED, CONTACT TRANSVANTAGE.  
AT 1-800-526-3972 EXT 239 OR 250.

.

VENDOR CONTACT:

\_\_\_\_\_

THE VENDOR CONTACT IS .

ALL SERVICES RENDERED HEREUNDER SHALL BE COORDINATED BY CON EDISON'S AUTHORIZED REPRESENTATIVE, JOHN MCGUINNESS, 718-204-4085, MCGUINNESSJ@CONED.COM.

ORIGINAL INVOICES SHALL BE SENT TO:

.

CON EDISON  
P.O. BOX 799  
COOPER STATION  
NEW YORK, N.Y. 10276-0799

A COPY OF THE INVOICE SHALL BE SENT TO:

- SEE ABOVE ADDRESS.

DOCUMENTATION IS REQUIRED FOR EXPENSES AND MUST BE SUBMITTED WITH YOUR INVOICES. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN DELAY OF PAYMENT.

PAYMENT TERMS:

\_\_\_\_\_

NET 30 DAYS AFTER RECEIPT OF INVOICE ACCEPTABLE TO CON EDISON.

STANDARD CLAUSES:

\_\_\_\_\_

.

CON EDISON'S STANDARD TERMS AND CONDITIONS OF SERVICE CONTRACTS DATED 12/15/10 WHICH ARE HEREBY MADE PART OF THIS ORDER.

**REDACTED**

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE  
REQUIREMENTS.

**\*\*PURCHASE ORDER\*\***

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PURCHASE ORDER NUMBER 134672

CURRENT DATE

08/22/11

**TERMS AND CONDITIONS**

EXPENDITURE LIMITATION - TENDITURE AUTHORIZED UNDER  
THIS PURCHASE AGREEMENT IS. CON EDISON WILL NOT BE  
OBLIGATED TO MAKE PAYMENT XCESS OF THE EXPENDITURE  
LIMITATION AND THE VENDOR 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.

THE VENDOR SHALL PROMPTLY INFORM CON EDISON IN WRITING (ADDRESSED  
TO THE NAME AT THE TOP OF THIS ORDER) WHEN COMMITMENTS MADE BY  
CON EDISON EXCEED 75% OF THE AFORESAID LIMITATION.

**SPECIAL CONDITION**

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S  
CONTRACT ADMINISTRATOR AND 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 WORK SITE, WHICH  
RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND  
STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY  
OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT  
THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

**ACKNOWLEDGEMENT**

IF THE FOREGOING IS ACCEPTABLE TO YOU, SO INDICATE BY HAVING A  
COPY OF THIS PURCHASE ORDER SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED TO CON EDISON, BUYER

ACCEPTED AND AGREED TO

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS CONTRACT IS SUBJECT TO APPENDIX A, REQUIRED CLAUSES AND  
CERTIFICATIONS, DATED JULY 2007, AND ANY APPLICABLE STANDARD  
TERMS AND CONDITIONS DOCUMENT WHICH INCORPORATES A DIFFERENT  
APPENDIX A IS HEREBY AMENDED TO INCORPORATE THE ABOVE-DESCRIBED  
APPENDIX A INSTEAD.

APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

**REDACTED**

GIFT POLICY: SELLER IS INFORMED THAT IT IS A STRICT CON EDISON  
POLICY THAT NEITHER EMPLOYEES OF CON EDISON NOR MEMBERS OF THEIR  
FAMILIES SHALL ACCEPT GIFTS FROM SELLERS OR OTHERS TRANSACTING OR

\*\*PURCHASE ORDER\*\*

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SEEKING TO TRANSACT ANY BUSINESS WITH CON EDISON. THE OFFERING OR  
GIVING OF SUCH GIFTS BY SELLER, WHETHER OR NOT MADE WITH INTENT  
TO OBTAIN SPECIAL CONSIDERATION, SHALL BE DEEMED TO BE A MATERIAL  
BREACH OF CONTRACT ENTITLING CON EDISON TO CANCEL THE CONTRACT  
AND REMOVE SELLER FROM ITS LIST OF QUALIFIED BIDDERS IF IT  
ELECTS TO DO SO.

BY \_\_\_\_\_  
FOR CON EDISON

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