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

ATTACHMENT NO. 1

CONTRACTOR: NETWORK INFRASTRUCTURE INC

PURCHASE ORDER NO: 4144892

BID COMPARISON:

\$4,721,604
\$5,290,125
\$6,817,076
\$6,715,283
\$7,650,657
\$7,671,094
\$10,553,455

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COMPASS Complex Service PO

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4144892**

Revision **5**

PO Approved Date **08/22/2013**

Revision Date **08/22/2013**

Buyer **David Blaut**

Supplier: **NETWORK INFRASTRUCTURE INC**

COMPASS 94 TAFT AVE

HEMPSTEAD, NY 11550

UNITED STATES

Supplier

Contact:

WALSH KENNETH

5163853030#102

Key

ConEd

Contact:

Richard Harnish

347-672-3018

HARNISHR@CONED.COM

Ship To: **Multiple**

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8288 Immediate DESTINATION

Notes: 10th Ave and Gansevoort St Manhattan Install Gas Transmission Main - Spectra Energy Project
MANHATTAN INSTALL GAS TRANSMISSION MAIN - SPECTRA ENERGY PROJECT
LOCATED 10TH AVE AND GANSEVOORT ST, Manhattan. THE SCOPE OF WORK SHALL
INCLUDE BUT NOT BE LIMITED TO install approximately 1500 feet of steel gas transmission pipe
and all associated connection on 10th Avenue and Gansevoort Street in Manhattan during a three month
period (78 calendar days) commencing April 2013. The work scope is to include excavation, trenching,
installation of 30" steel gas pipe, restoration, and all work associated with connecting and welding the
new transmission pipe.

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

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

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER
PURCHASE ORDER IS \$6,956,200. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT
HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR
SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN
INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION
TO THIS PURCHASE ORDER.

All work to be performed in accordance with Con Edison's Standard Terms and Conditions of
Construction Contracts dated July 1, 2012 and the Con Edison's Supplemental Construction Contract
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Requirements (C-CM-003R1) dated June 7, 2008.

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

- Con Edison's invitation to RFQ# 94032 and all documents referenced therein.
- Con Edison's Standard Terms and Conditions of Construction Contracts dated 7/1/12.
- Con Edison's Supplemental Construction Contract Requirements C-CM-003 Revision Number 1, dated 6/07/08
- Con Edison's Special Conditions dated 2/28/12.
- Con Edison's Trenching Manual - CONST-007 Revision Number 7 dated 11/1/09
- Con Edison's Gas Trenching Manual approved 7-8-11 R0
- Network's signed Offer, Exception, Disclosure, and Compliance Form dated 2/28/13 – Clarification has been revised with clarification removed dated 4/4/13.
- Network took no exceptions.
- Con Edison's Clarifications/Addendum dated 2/28/13, 3/2/13, 3/5/13, 3/6/13, 3/7/13 (3).

A total of seven Addenda were issued.

-NETWORK/CON ED Additional terms email dated 4/9/13

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this RFQ (#94032) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

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

Prevailing Wages and Certified Payrolls:

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

Attachment A Total Price \$ \$ 542,350.00

Attachment B Total Price \$ \$ 433,850.00

Base Bid Total Price \$ \$5,980,000.00

Total Lump Sum Price \$ \$6,956,200.00

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

Attachment A Items

ITEMS UNIT OF MEASUREMENT ESTIMATED QUANTITIES UNIT PRICE

T2R CY 20 \$400.00

T7R CY 10 \$600.00

T30 CY 30 \$400.00

T41 CY 30 \$175.00

T42 CY 30 \$250.00

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T50 CY 125 \$500.00

T51 CY 50 \$750.00

T52 CY 50 \$650.00

T53 CY 25 \$500.00

T54 CY 10 \$450.00

T55 CY 20 \$500.00

T57 EA 10 \$200.00

T59 FT 20 \$100.00

T70 LF 100 \$20.00

T101 SF 200 \$7.00

T125 CY 2 \$800.00

T126 CY 4 \$1,000.00

T183 LF 100 \$10.00

T210 CH 240 \$100.00

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628A LF 80 \$75.00
628B LF 80 \$75.00
655 EA 18 \$1,000.00
670A EA 5 \$750.00
670B EA 5 \$750.00
684A EA 5 \$1,000.00
684B EA 5 \$1,000.00
698A EA 5 \$12,000.00
698B EA 5 \$8,000.00
727A EA 4 \$5,500.00
727B EA 4 \$4,000.00
727 EA 4 \$2,000.00
ST1-01A CH 32 \$1,800.00
ST1-01B CH 20 \$2,750.00

Attachment B Items

ITEMS UNIT OF MEASUREMENT ESTIMATED QUANTITIES UNIT PRICE

T1R CY 5 \$400.00
T31 CY 10 \$500.00
T32 CY 10 \$525.00
T33A LF 100 \$300.00
T44 CY 10 \$200.00
T56 CY 5 \$850.00
T61 EA 5 \$500.00
T70A LF 100 \$25.00
T90 CY 10 \$45.00
T91 CY 10 \$40.00
T110 SF 200 \$8.00
T112 SF 200 \$10.00
T113 SF 200 \$14.00
T120 SF 640 \$5.00
480 SY 210 \$90.00
481 SY 700 \$90.00
482 SY 3200 \$90.00

ADDENDUM 1 - FILE TOO BIG TO UPLOAD - PLEASE REFER TO EMAIL SENT BY S.

SEBASTOPOLI DATED Thursday, February 28, 2013 2:21 PM

REVISION 2 - CHANGED CALENDAR DAYS FROM 74 TO 78 DAYS. ALSO ATTACHED NTP
AND SIGNED PRE BID MEETING MINUTES. NO CHANGES TO AGREED AMOUNT OR T&C'S
REVISION 1 - NO CHANGES MADE

Reference Documents: Trenching Manual - Final 11-09-11 R7.pdf

Supplemental_Construction_Contract_Requirements_(SCCR)

6-10-08 R1.pdf

Gas Trenching Manual dated 7-8-11 R0.pdf

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Spectra Bid ADDITIONAL CONDITIONS FOR CONTRACT.msg

PRE AWARD DOCS.pdf

FW ClarificationAddendum 006 - 10th Ave and Gansevoort St

Manhattan Install Gas Transmission Main - Spectra Energy

Project.msg

FW ClarificationAddendum 007 - 10th Ave and Gansevoort St

Manhattan Install Gas Transmission Main - Spectra Energy

Project.msg

FW ClarificationAddendum 003 - 10th Ave and Gansevoort St

Manhattan Install Gas Transmission Main - Spectra Energy

Project.msg

FW ClarificationAddendum 004 - 10th Ave and Gansevoort St

Manhattan Install Gas Transmission Main - Spectra Energy

Project.msg

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FW ClarificationAddendum 002 - 10th Ave and Gansevoort St
Manhattan Install Gas Transmission Main - Spectra Energy
Project.msg

FW ClarificationAddendum 005 - 10th Ave and Gansevoort St
Manhattan Install Gas Transmission Main - Spectra Energy
Project.msg

Special Conditions SPECTRA 2.28.12.docx

FW Spectra P.O. External Sender.msg

Signed PO NTP External Sender.msg

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

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

Amount

(USD)

1 Needed:

05/13/2013

0 EACH 6956200.0

0

0.00

Total Lump Sum Price (Base Bid+Attach A+ Attach B

Max Retainage Amount: 347,810.00

Retainage Rate: 10%

This line CANCELED on 29-APR-2013

Original quantity ordered: 1

Quantity CANCELED: 1

1-1 Total Lump Sum Price (Base

Bid+Attach A+ Attach B

Needed:

05/13/2013

1 EACH 6956200.0

0

0.00

Ship To:

750 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

This Pay Item CANCELED on 29-APR-2013

Original Pay Item Quantity: 1

Quantity CANCELED: 1

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Line /

Pay

Item

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

Amount

(USD)

2 Needed:

07/16/2013

1 EACH 6956200.0

0

6,956,200.00

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 299,000.00

Retainage Rate: 10%

2-1 Needed:

07/16/2013

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1 EACH 6956200.0

0

6,956,200.00

Ship To:

700 EAST 16TH ST

NEW YORK, NY 10009

UNITED STATES

3 Needed:

08/29/2013

1 EACH 19140.00 19,140.00

LUMPMOD

3-1 LUMPMOD Needed:

08/29/2013

1 EACH 19140.00 19,140.00

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Total: **6,975,340.00 (USD)**

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

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July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

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

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be deemed to refer to the Contract.

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

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

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not Standard Purchase Order 4144892, 5

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

3.Specifications, Plans, and Drawings.

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

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

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

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

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

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

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

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor

furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each

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subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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

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

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

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con

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Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

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

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

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

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

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

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

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

7.Safeguards in Work.

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

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

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

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

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

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and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

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

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

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

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Standard Purchase Order 4144892, 5

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

9. Contractor's Performance.

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

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

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

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

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are

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unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

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

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

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

10. Con Edison Authority

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

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

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

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and

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

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

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

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If

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Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

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

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

13. Changes (Including Extra Work).

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

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

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

(i) Labor

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

(ii) Materials

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

(iii) Equipment

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

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

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

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered

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included in the labor rate and will not be separately compensable.

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

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

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

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

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4144892, 5

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

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the

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

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

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

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

15. Time and Material and Cost Reimbursable Work.

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

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

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

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

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

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

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

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

16. Claims.

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

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must

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

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

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

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

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

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

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

(a) The date the Increased Costs were incurred;

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

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

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

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

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

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and

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

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

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

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

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

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

19. Protection of Persons, Work and Property.

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be

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directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Standard Purchase Order 4144892, 5

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

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

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

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

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

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

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Standard Purchase Order 4144892, 5

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the

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site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

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

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

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

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Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Standard Purchase Order 4144892, 5

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

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

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

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents
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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30.Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31.Other Contractors.

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

B.If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such

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

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

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

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Standard Purchase Order 4144892, 5

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change order thereunder.

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

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and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison.

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

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Standard Purchase Order 4144892, 5

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

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

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A. Employment related insurance.

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

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

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

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

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

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

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos

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

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

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage.

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All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Standard Purchase Order 4144892, 5

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention: Purchasing Department

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

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

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

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Standard Purchase Order 4144892, 5

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

A.With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States,

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

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Standard Purchase Order 4144892, 5

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

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

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

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use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not Standard Purchase Order 4144892, 5

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

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

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

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

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

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

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

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

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

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

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

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and

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in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

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

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

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

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply Standard Purchase Order 4144892, 5

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with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

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

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

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UTILIZATION OF SMALL BUSINESS CONCERNS

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

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal

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Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

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

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

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

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(SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

337730

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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

ATTACHMENT NO. 2

CONTRACTOR: NETWORK INFRASTRUCTURE INC

PURCHASE ORDER NO.: 4228996

BID COMPARISON:

\$1,506,015
\$1,560,008
\$1,639,486
\$2,082,330
\$2,255,000
\$2,361,608

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COMPASS Complex Service PO

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4228996**

Revision **4**

PO Approved Date **02/21/2014**

Revision Date **02/21/2014**

Buyer **Cliff De Risi**

Supplier: **NETWORK INFRASTRUCTURE INC**

94 TAFT AVE

HEMPSTEAD, NY 11550

UNITED STATES

Supplier

Contact:

WALSH KENNETH

(516) 3853030

Key

ConEd

Contact:

Richard Harnish

347-672-3018

HARNISHR@CONED.COM

Ship To: **700 EAST 16TH ST**

NEW YORK, NY 10009

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8288 Immediate

Notes: Internal revision to PO for payment purposes.

Dollar amount remains unchanged.

Longwood Ave 36" & 12" Gas Main Install, Bronx New York

The Scope of Work shall include but not be limited to the furnishing supervision, labor, tools, materials and equipment to perform the installation of approximately 190ft of 36" steel transmission pressure gas main and

the installation of approximately 125ft of 12" low pressure polyethylene plastic main and associated apertures.

as required under the Specifications and Contract Drawings published under Con Edison's RFQ # 403059

Consolidated Edison's Representative:

Richard Harnish, e-mail address - HARNISHR@coned.com; Phone Number: (347) 672-3018

Network Infrastructure Inc.:

Ken Walsh, e-mail address - kwalsh@networkinfrastructure.biz; Phone Number (516) 385-3030

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

EH&S or approved Insurance Policies

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Original invoices and all supporting documentation are to be submitted directly to the Con Edison's Representative.

Expenditure Limitation: The Maximum Expenditure Authorized under this Purchase Order is \$1,491,050.43. Consolidated Edison will not be obligated to payment hereunder in excess of this expenditure limitation, and the Contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed revision to the Purchase Order.

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

- Con Edison's invitation to RFQ# 403059,2 and all documents referenced therein and any other drawings, specifications and clarifications provided.
- Con Edison's Standard Terms and Conditions of Construction Contracts dated July 1, 2012.
- Con Edison's Special Conditions and Clarifications dated August 15, 2013.
- Con Edison's Supplemental Construction Contract Requirements C-CM-004 Revision No. 1 dated June 7, 2011
- CEHSP S13.00 – Excavation and Trenching Revision 8: 12/17/2010
- Con Edison's Gas Trenching Manual dated July 8, 2011
- Con Edison's Construction Specification Number 900 revised May 31, 1993
- Special Conditions and Clarifications dated September 13, 2012
- Project Specification No. G-13-921 R3 dated September 12, 2013
- Amendment No. 1 dated September 16, 2013 and Amendment No. 2 dated September 18, 2013.
- Con Edison Appendix A
- Con Edison Gift Policy
- Network Infrastructure Inc.'s Compliance and Exception Form dated September 19, 2013
- Network Infrastructure Inc.'s Offer Form dated September 19, 2013
- Network Infrastructure Inc.'s Disclosure Form dated September 19, 2013
- Network Infrastructure Inc. took no exceptions

Notwithstanding anything to the contrary herein (including, but not limited to, the Con Edison Standard Terms and Conditions and the Trenching Manual(s), Restoration Manual and Specifications that are a part hereof), Contractor shall be responsible for furnishing, placing, maintaining and removing barricades, vehicular and pedestrian skid resistant steel plates, temporary restoration, structural steel bridges and/or timber decking at worksites and for complying with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto (collectively, "Site Protection"). Site Protection shall include, but not be limited to, protection of worksites from pedestrian and vehicular intrusion and, before any worksite is left unattended, unless appropriate barricading is installed, all excavations must be plated or temporarily restored to grade in accordance with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto, including vehicular plating in accordance with Con Edison Road Plate Guidelines. Site Protection also includes, but is not limited to, Contractor inspections of worksites, at intervals to be determined by worksite conditions, to ensure compliance with the above Site Protection requirements and that no safety hazard exists. There shall be no separate charge or amount due for Site Protection, as any cost and expense thereof is part of the prices paid for other work hereunder.

In accordance with New York State Law and Con Edison's Terms and Conditions, Contractor will maintain a 100% Payment Bond for the duration of the Purchase Order. All bond documentation shall be submitted to Michael Perrino (212) 460-3209; e-mail address perrinom@coned.com.

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

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All prices in this Purchase Order are firm and fixed priced, based upon the original and revised bid related to the RFQ No. 403059 submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order

Lump Sum Base Bid Price - \$1,375,000.00

Attachment A - Total Price – \$56,330.00

Attachment B – Total Price - \$59,720.43

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

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

ATTACHMENT A UNIT PRICING

ITEM No. Description UNIT Unit Price

628A Install coated steel pipe, 36" x 0.562" wall LF \$100.00

656B Coat 36" pipe, AND/OR 36" pipe welds LF \$600.00

670A Cut/bevel steel pipe, 36" EA \$815.00

684A Cut/bevel steel fitting, 36"/mitre weld EA \$1,200.00

698A Install steel fitting (2 welds and backwelds), 36" AND coat EA \$7,500.00

727A Pipe to pipe weld, 36" (including backwelding) EA \$3,500.00

T50 Rock removal and disposal (Section 2.3.4) "Incremental" in cost to trench excavation, normal earth excavating including sheeting, if trench depth is 5' or greater and/or soil conditions require. CY \$600.00

T51 Rock removal, line drilling "Incremental" in cost to trench excavation, including sheeting, if trench depth is 5' or greater and/or soil conditions require. CY \$900.00

T52 Boulders "Incremental" in cost to trench excavation, including sheeting, if trench depth is 5' or greater and/or soil conditions require. CY \$400.00

T210 Pumping (straight Time) CrHr \$160.00

ATTACHMENT B UNIT PRICING

ITEMS DESCRIPTIONS UNIT UNIT PRICE

T1R Surface Pavement, No Base CY \$335.00

T2R Surface Pavement, with Base CY \$540.00

T7R Remove and Restore Sidewalk CY \$708.00

T7 Replace Sidewalk CY \$506.00

T30 Temporary Mack CY \$405.00

T31 Binder Base CY \$405.00

T32 Concrete Base CY \$375.00

T41 Hand & Mach. Excav./Backfill/Cleanfill CY \$225.00

T42 Hand Excav./Remove Excess CY \$472.00

T54 Break duct with live cable CY \$350.00

T56 Break duct with de-energized cable CY \$607.00

T61 Furnish, install and remove wooden tree guard EA \$550.00

T90 Haul, Store, & Return Material CY \$95.00

T91 Clean Fill CY \$49.00

T92 Sand Backfill CY \$55.00

T95 Truck & Dispose CY \$42.00

T101 Install Solid Sheeting SF \$6.10

T110 Vehicular Plates SF \$7.00

T112 Vehicular Plates, Strap Welded SF \$18.90

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T113 Vehicular Plates, with Support Beams SF \$24.50

T120 Protection Plates SF \$6.75

T125 Test Pits (0.1-4.0 CY) EA \$675.00

T126 Test Pits (4.1 to 8.0 cy) EA \$950.00

T183 Install 4" - 5" split duct LF \$11.50

T210 Pumping (straight Time) CrHr \$160.00

T301 Laborer/Dillrunner HR \$102.00

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T301A Flagperson (As directed by Con Ed) HR \$102.00
T301D Laborer/Drillrunner OT Diff HR \$19.73
T301X Laborer/Drillrunner OT W/E HR \$30.13
T301AX Flagperson Weekend HR \$104.33
T301AD Flagperson OT Differential HR \$19.73
T302 Laborer Foreman with Truck HR \$110.00
T302D Lab Foreman w/Truck O/T diff HR \$21.06
T302X Lab Foreman w/Truck W/E HR \$40.00
T303 Teamster with Dumptruck HR \$145.00
T303D Teamster w/Dumptruck ot diff HR \$21.93
T303X Teamster w/Dumptruck W/E HR \$32.55
T304 Compressor with JackHammer (No Engr.) HR \$22.60
T305 Operating Engineer with Backhoe HR \$165.00
T305A Operating Engineer, Welder HR \$176.40
T305B Operating Engineer, Maintenance Man HR \$139.84
T305D OpEng w/Backhoe O/T HR \$80.00
T305X OpEng w/Backhoe W/E HR \$80.00
T305AD Welder w/rig O/T diff HR \$80.00
T305AX Welder w/rig W/E HR \$80.00
T305BD Maint Man O/T diff HR \$80.00
T305BX Maint Man W/E HR \$80.00
T306 Timberman with Tools HR \$125.00
T306D Timberman/Tools/Tran o/t diff HR \$22.67
T306X Timberman/Tools/Tran W/E HR \$34.16
T310FM Welding Foreman/weld truck HR \$185.00
T310FMD Welding Foreman/weld truck O/T HR \$80.00
T310FMX Welding Foreman/weld truck WEEKEND HR \$80.00
480 Mill and Pave up to 350 SY All-inclusive SY \$90.00
Negotiation Header Note To Supplier
BIDDERS ARE TO NOTE THAT ALL BID DOCUMENTS POSTED ON FRIDAY 9/13/13
SUPERSEED ALL OTHERS ISSUED AT THE PRE-BID MEETING HELD ON THURSDAY
9/12/13.
Reference Documents: CEHSP S13 00 - Excavation And Trenching.pdf
Gas Ops Purchasing info for contractors -DOT Drug and Alcoho.pdf
GAS0023 - Contaminated Soil at Excavations Off Con Edison P.docx
GEHSI S17.02.01 - Gas Enclosed Space Entry.docx
Restoration Manual Rev - 9 Final 2-17-12.pdf
SKMBT_60009121810221.pdf
longwood ave rev4_08-30-2013.pdf
EH&S Checklist.pdf
Gas Engineering CEP11 04 Checklist G-13-921.docx
AMENDMENT NO. 1 - G-13-921 R3 Job Specification.docx
AMENDMENT NO. 1 - Special Conditions Longwood 36inch gas
Main Outside.docx
Compliance & Disclosure.pdf
Network COI -Con Ed 6-27-2013.pdf
AMENDMENT NO. 2 - CLARIFICATION NO. 1 - Bid Q & A's
Longwood 36inch Gas Main RFQ No. 403059.pdf
AMENDMENT NO. 2 - COVER SHEET.docx
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AMENDMENT NO. 1 - LONGWOOD 36 Attachment Items.docx
ADMENDMENT NO. 1 - Drawing 3373533-04 Longwood Av
Project.pdf
AMENDMENT NO. 1 - G-13-921 R3 Job Specification.docx
AMENDMENT NO. 1 - Special Conditions Longwood 36inch gas
Main Outside.docx
CEHSP S13 00 - Excavation And Trenching.pdf

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Construction Specification No. 900.pdf
RFQ No. 403059,2.pdf
Supplemental Construction Contract Requirements-Const-004 Rev1
6-7-2011.pdf
CONST-008 Gas Trenching Manual.pdf
AMENDMENT NO. 1 - COVER SHEET.docx
NEGOTIATED - ATTACHMENT B EVALUATED UNIT PRICE
SHEET LONGWOOD AVENUE GAS INSTALL NETWORK
Revised.xls
NEGOTIATED - ATTACHMENT A EVALUATED UNIT PRICE
SHEET LONGWOOD AVENUE GAS INSTALL NETWORK
Revised 9-25-2013.xls
ORIGINAL - ATTACHMENT B EVALUATED UNIT PRICE
SHEET LONGWOOD AVENUE GAS INSTALL NETWORK.xls
ORIGINAL - ATTACHMENT A EVALUATED UNIT PRICE
SHEET LONGWOOD AVENUE GAS INSTALL NETWORK.xls
ORIGINAL LUMP SUM PRICE SHEET LONGWOOD AVENUE
GAS INSTALL (1).xls

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

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

Amount

(USD)

1 Needed:

12/05/2013

1 EACH 1491050.4

3

1,491,050.43

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 68,750.00

Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

12/05/2013

1 EACH 1491050.4

3

1,491,050.43

Ship To:

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

Total: **1,491,050.43 (USD)**

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

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FOR

CONSTRUCTION CONTRACTS

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July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

3. Specifications, Plans, and Drawings.

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

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

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or

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error which Contractor could have discovered by reasonable diligence and prudence.

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

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

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

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

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each

subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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

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

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

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

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

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that

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they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such Standard Purchase Order 4228996, 4

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

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

7. Safeguards in Work.

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

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

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

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

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

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

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

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

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

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

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

9. Contractor's Performance.

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

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

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

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

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

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

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

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

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

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

10. Con Edison Authority

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

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

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

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Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Standard Purchase Order 4228996, 4

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

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

performance requirements contained in the Contract; and

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

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

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

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

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Standard Purchase Order 4228996, 4

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

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

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance

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

(ii)Materials

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

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Standard Purchase Order 4228996, 4

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

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

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

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

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

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

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

14.Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4228996, 4

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Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law

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(or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

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

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

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

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Standard Purchase Order 4228996, 4

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

15. Time and Material and Cost Reimbursable Work.

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

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

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

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift

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worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

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

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

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

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

16.Claims.

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

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

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

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

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

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

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

- (a)The date the Increased Costs were incurred;
- (b)The name, title, trade local, and number of the workers who performed the work whose costs were increased;
- (c)The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

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

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

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

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

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

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

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

17.Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations

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imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

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

19. Protection of Persons, Work and Property.

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

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Standard Purchase Order 4228996, 4

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

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

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

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

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

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

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property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Standard Purchase Order 4228996, 4

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall Standard Purchase Order 4228996, 4

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(i) halt the continuation of such Work; and

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

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

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

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

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25.Subcontracting.

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

B.Contractors, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the

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

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

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

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

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

and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

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

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requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

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

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Standard Purchase Order 4228996, 4

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

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

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

33. Termination for Convenience.

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

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stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Standard Purchase Order 4228996, 4

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change order thereunder.

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

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

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Standard Purchase Order 4228996, 4

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

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

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

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

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

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A. Employment related insurance.

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

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

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

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

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired

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automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

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

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Standard Purchase Order 4228996, 4

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

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

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

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

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accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

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

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

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

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Standard Purchase Order 4228996, 4

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each

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change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

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

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Standard Purchase Order 4228996, 4

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

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

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execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto.

Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

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

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

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

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

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

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

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

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and

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govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Standard Purchase Order 4228996, 4

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

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

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

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

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

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a

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payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

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

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

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply Standard Purchase Order 4228996, 4

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with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

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

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(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

Standard Purchase Order 4228996, 4

Proprietary and Confidential Page 48 of 51

UTILIZATION OF SMALL BUSINESS CONCERNS

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

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

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

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic

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Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items Standard Purchase Order 4228996, 4

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(SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this

Appendix A.

337730

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract.

Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and

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enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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

ATTACHMENT NO. 3

CONTRACTOR: DONOFRIO GENERAL CONTRACTORS
CORP

PURCHASE ORDER NO: 4243236

BID COMPARISON:

\$2,363,130
\$2,813,859
\$2,842,000
\$2,866,921
\$3,546,368
\$3,752,820
\$3,896,580
\$4,039,442
\$2,772,085

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COMPASS Complex Service PO
4243236, 0

Proprietary and Confidential Page 1 of 50

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4243236**

Revision **0**

PO Approved Date **11/06/2013**

Revision Date

Buyer **Cliff De Risi**

Supplier: **DONOFRIO GENERAL CONTRACTORS CORP**

COMPASS 202 28TH ST

BROOKLYN, NY 11232

UNITED STATES

Supplier

Contact:

LEONE VINCENT

(718) 832-5700

Key

ConEd

Contact:

Sara Gherman

917-443-5341

GHERMANS@CONED.COM

Ship To: **31-01 20TH AVE (BLDGS. 136 & 137)**

ASTORIA, NY 11105

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

7017 Immediate

Notes: RFQ 415073-2 – Renovation of the Lower Level of The Learning Center, 43-82 Vernon Boulevard LIC.

The Scope of Work shall include but not be limited to the following: installation of new lighting fixtures, electrical panels, wiring, electrical outlets, ceilings, plumbing facilities, doors, sprinklers, HVAC system, walls and floors including all associated interior renovation work of the entire basement located at The Learning Center, Long Island City.

Consolidated Edison's Representative:

Sara Gherman, e-mail address: GHERMANS@coned.com; Phone Number: (718) 204-4418

D'Onofrio General Contractors Corp. Representative:

Vincent Leone, e-mail address: leone@donofrio.biz ; Phone Number: (917) 299-2899 / (718) 832-5700.

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

Original invoices and all supporting documentation are to be submitted directly to the Con Edison's Representative.

Expenditure Limitation: The Maximum Expenditure Authorized under this Purchase Order is \$2,387,000.00. Consolidated Edison will not be obligated to payment hereunder in excess of this expenditure limitation, and the Contractor shall not be obligated to continue performance unless and until COMPASS Complex Service PO

4243236, 0

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an increase has been authorized by means of a duly executed revision to the Purchase Order.

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

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- Con Edison's invitation to RFQ# 415073-2 and all documents referenced therein and any other drawings, specifications, reports and clarifications provided.
- Con Edison's Standard Terms and Conditions of Construction Contracts dated July 1, 2012.
- Con Edison's Supplemental Construction Contract Requirements CONST-004 Revision No. 1 dated June 7, 2011
- Con Edison's Special Conditions and Clarifications dated October 4, 2013
- 08.05.13 – Architectural Binder Set (Incorporated herein by reference)
- 08.05.13 – MEP Binder Set (Incorporated herein by reference)
- 4448 ConED – CM Spec issued for Construction
- Sherwin Williams Paint – Information and MSDS Sheets
- Specification IR-LIS-240-03 TLC Lower Level with Attachments
- Amendment No. 1 dated October 2, 2013
- Amendment No. 2 dated October 9, 2013
- Amendment No. 3 dated October 11, 2013
- Amendment No. 4 dated October 11, 2013
- Amendment No. 5 dated October 17, 2013
- Amendment No. 6 dated October 21, 2013
- Amendment No. 7 dated October 22, 2013
- Amendment No. 8 dated October 25, 2013
- Con Edison Appendix A
- Con Edison Gift Policy
- D'Onofrio General Contractors Corp.'s Compliance and Exception Form dated October 30, 2013
- D'Onofrio General Contractors Corp.'s Offer Form dated October 30, 2013
- D'Onofrio General Contractors Corp.'s Disclosure Form October 30, 2013
- D'Onofrio General Contractors Corp. took no exceptions

The following Alternative Prices are optional items that will be exercised at the sole discretion of Con Edison.

1. Pay Item C-1 Alternative # 2 from DWG #501255 – Lump Sum Price of <\$3,300.00>.
 2. Pay Item C-2 Alternative # 3 from DWG #501255 – Lump Sum Price of \$3,200.00.
 3. Pay Item C-4 Alternative # 5 per Clarification #1, Rev. 3 UNIT Price per SF of Tq3 - \$2.00/SF.
 4. Pay Item C-5 Alternative # 6 per Clarification #32 and RFI #2 (Replace entire flooring in LL03) Lump Sum Price of \$29,000.00
 5. Pay Item C-6 Alternative # 7 per Clarification #54 (5/8" Plywood in place of 5/8" Marine Board/Marine Plywood) - Unit Price of <\$1.00/SF>
- Reference Documents: Supplemental Construction Contract Requirements-Const-004 Rev1 6-7-2011.pdf
3. 4448 ConEd - CM SPEC ISSUED for CONSTRUCTION
5.13.2013 MODIFIED 6.24.13.pdf
 4. SHERWIN WILLIAMS PAINT - INFO & MSDS SHEETS.pdf
 5. Specification IR-LIS-240-03 TLC Lower Level with
attachments.pdf
AMENDMENT NO. 1 - COVER SHEET.docx
AMENDMENT NO. 2 - COVER SHEET.docx
AMENDMENT NO. 3 - COVER SHEET.docx
COMPASS Complex Service PO
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AMENDMENT No. 3 - PN 2515313 - TLC LL Restoration -

CLARIFICATION No. 1 - rev.2.pdf

AMENDMENT No. 3 - PN 2515313 - TLC LL Restoration - RFI No.
2 - SK-1 and SK-2.pdf

AMENDMENT No. 3 - PN 2515313 - TLC LL Restoration - RFI No.
2.pdf

AMENDMENT No. 3 - TLC LL Renovation clarifications sent
10.10.13.pdf

Special conditions- TLC Lower Level Renovation.docx

AMENDMENT NO. 4 - COVER SHEET.docx

AMENDMENT NO. 5 - COVER SHEET.docx

4448 - 501271 M-100.pdf

Fire Alarm Location Sketch.pdf

Knickerbocker Partition for TLC Restrooms.pdf

PN 2515313-TLC LL Restoration-CLARIFICATION No. 1-rev.
3-10-15-13.pdf

TLC LL Renovation clarifications sent 10.17.13.pdf

TLC LL Attachment A - Bid Worksheet 10.17.13.xlsx

AMENDMENT NO. 6 - COVER SHEET.docx

1331-05-L-03ConEd_TLC_Decription of Electrical drawing
revisions_10 21 13.pdf

4448-501271_M-100_HVAC Plan.pdf

4448-501280_E-001-R01-Model.pdf

4448-501281_ED-101-R01-plan.pdf

4448-501282_ED-102-R01-plan.pdf

4448-501283_E-101-R01dwg-plan.pdf

4448-501284_E-102-R01dwg-Layout1.pdf

4448-501285_E-200-R01-Model (2).pdf

AMENDMENT NO. 7 - COVER SHEET.docx

TLC LL Renovation clarifications sent 10.22.13.pdf

AMENDMENT NO. 8.docx

TLC LL Renovation clarifications.pdf

CM Meeting Minutes.pdf

D'Onofrio Insurance Cert PDF.pdf

415073-2_SUPPLIER_7017A_US.pdf

Pre-Award Letter.pdf

offer disclosure compliance-10302013163539.pdf

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

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

(USD)

Amount

(USD)

1 Needed:

12/04/2013

1 EACH 2387000.0

0

2,387,000.00

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 119,350.00

Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

12/04/2013

1 EACH 2387000.0

0

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2,387,000.00

Ship To:

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

COMPASS Complex Service PO

4243236, 0

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Line /

Pay

Item

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

(USD)

Amount

(USD)

Total: **2,387,000.00 (USD)**

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

Standard Purchase Order 4243236, 0

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July 1, 2012

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STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not Standard Purchase Order 4243236, 0

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

3.Specifications, Plans, and Drawings.

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

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

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

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

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

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

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

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor

furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to

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defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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

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

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

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

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be

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

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

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

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

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

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of

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

7.Safeguards in Work.

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

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

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

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

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

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

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

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

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Standard Purchase Order 4243236, 0

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

9.Contractor's Performance.

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

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

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

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

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

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

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

10.Con Edison Authority

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

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

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

12.Warranties.

A.Contractors warrants the Work for a period of three (3) years from the date of completion and Standard Purchase Order 4243236, 0

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

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

performance requirements contained in the Contract; and

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

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

C.In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of

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Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

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

13.Changes (Including Extra Work).

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

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

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

(i)Labor

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

(ii)Materials

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

(iii)Equipment

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

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

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

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

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

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

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

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

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

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4243236, 0

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

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

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

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D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Standard Purchase Order 4243236, 0

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

15.Time and Material and Cost Reimbursable Work.

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

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

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

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

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

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

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

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

16.Claims.

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

B.For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must

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identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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

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

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

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

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

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

(a) The date the Increased Costs were incurred;

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

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

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

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

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

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact

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Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

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

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

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

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

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

19. Protection of Persons, Work and Property.

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

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

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

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

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all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

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

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

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

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

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

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Standard Purchase Order 4243236, 0

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

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A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

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

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

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

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts

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and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Standard Purchase Order 4243236, 0

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

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

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear

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of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30.Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31.Other Contractors.

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

B.If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such

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

C.Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or

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

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

33.Termination for Convenience.

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Standard Purchase Order 4243236, 0

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change order thereunder.

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

C.If payments on account of the Contract price made prior to the effective date of termination

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

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Standard Purchase Order 4243236, 0

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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

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A. Employment related insurance.

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

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

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

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder,

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

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

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

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Standard Purchase Order 4243236, 0

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

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

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that

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Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention: Purchasing Department

Supplier Management Group (SMG)

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

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

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

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Standard Purchase Order 4243236, 0

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

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

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intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Standard Purchase Order 4243236, 0

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

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not Standard Purchase Order 4243236, 0

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

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

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

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

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

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

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

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51.Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52.Submission to Jurisdiction/Choice of Forum.

A.Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated

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

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

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

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

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

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

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

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

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply Standard Purchase Order 4243236, 0

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with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

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

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

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UTILIZATION OF SMALL BUSINESS CONCERNS

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

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities

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and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

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

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items Standard Purchase Order 4243236, 0

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(SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP

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

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Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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337858

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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

ATTACHMENT NO. 4

CONTRACTOR:	NETWORK INFRASTRUCTURE INC
PURCHASE ORDER NO.:	4238469

BID COMPARISON:

\$63,253,862.22
\$69,507,244.13
\$67,377,651.06
\$69,477,831.47
\$67,423,327.99
\$74,137,986.49
\$76,747,530.00

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Consolidated Edison Company of New York, Inc.

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

UNITED STATES

Type **Blanket Purchase Agreement**

Order **4238469**

Revision **5**

PO Approved Date **01/30/2014**

Revision Date **01/29/2014**

Current Buyer **David Blaut**

Supplier: **NETWORK INFRASTRUCTURE INC**

**94 TAFT AVE
HEMPSTEAD, NY 11550**

UNITED STATES

Supplier

Contact:

**WALSH KENNETH
(516) 3853030**

Key

ConEd

Contact:

David Blaut

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8288 Net 30 DESTINATION

Effective Start Date Effective End Date Amount Agreed (USD)

11/02/2013 11/01/2016 67,400,000.00

Notes: BRONX GAS TURNKEY

THIS IS A 3 YEAR CONTRACT

YEAR 1 - 11/2/13 -11/1/14

YEAR 2 - 11/2/14 -11/1/15

YEAR 3 – 11/2/15 -11/1/16

Pricing will remain firm for the first year with escalation of 3.0 % and second year and escalation of 5.0% for the 3rd year, respectively from year one pricing.

The scope of work includes providing supervision, labor, equipment and material necessary to install, replace and energize gas mains and services in the Bronx, on a Unit Price basis, for the three year period with a start date of 11/2/13.

The activities to be performed include removal of existing pavement, excavation, installation of plastic and steel gas services and mains, energizing gas services and mains, backfill, full roadway and sidewalk restoration.

Compaction Testing is included in all items:

Full roadway and sidewalk restoration in all items.

Parking is not included.

Vendor is to maintain a minimum of 5 Maintenance crews and 7-8 Excavation crews for the duration of the contract.

Blanket Purchase Agreement 4238469, 5

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The vendor is expected to complete approximately 300 services and 35,000 feet of main replacement during the life of the contract.

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

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

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER BLANKET PURCHASE AGREEMENT IS \$67,400,000. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS AGREEMENT.

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

Con Edison invitation to RFQ# 251062 and all documents referenced therein:

Con Edison Amendment to bid event dated 7/5/13, 7/11/13

Con Edison Standard Terms and Conditions of Construction Contract's dated 7/1/12

Con Edison Supplemental Construction Contract Requirements C-CM-004 Revision Number 1, dated 6/7/11

Con Edison Special Conditions of Purchase – Indefinite Quantity Contract 7/1/12

Con Edison Trenching Manual - CONST-007 Revision Number 7 dated November 2009

Con Edison Gas Trenching Manual dated 7-8-11 R0

Appendix A

Gift Policy

Network Infrastructure Inc. Disclosure Form dated 7/16/13

Network Infrastructure Inc. took no exceptions

Notwithstanding anything to the contrary herein (including, but not limited to, the Con Edison Standard Terms and Conditions and the Trenching Manual(s), Restoration Manual and Specifications that are a part hereof), Contractor shall be responsible for furnishing, placing, maintaining and removing barricades, vehicular and pedestrian skid resistant steel plates, temporary restoration, structural steel bridges and/or timber decking at worksites and for complying with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto (collectively, "Site Protection"). Site Protection shall include, but not be limited to, protection of worksites from pedestrian and vehicular intrusion and, before any worksite is left unattended, unless appropriate barricading is installed, all excavations must be plated or temporarily restored to grade in accordance with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto, including vehicular plating in accordance with Con Edison Road Plate Guidelines. Site Protection also includes, but is not limited to, Contractor inspections of worksites, at intervals to be determined by worksite conditions, to ensure compliance with the above Site Protection requirements and that no safety hazard exists. There shall be no separate charge or amount due for Site Protection, as any cost and expense thereof is part of the prices paid for other work hereunder.

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

Prevailing Wages and Certified Payrolls:

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

Blanket Purchase Agreement 4238469, 5

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REVISION 1 - ADDED LINE 1127 FOR MISC NON PAYABLE ITEM PURPOSES ONLY PRE BRONX GAS OPERATIONS REQUEST. NO OTHER CHANGES MADE TO REVISION 1.

REVISION 3 - INTERNAL CHANGE MADE TO BPA. NO OTHER CHANGES MADE TO REVISION 3.

REVISION 4 - ADDED LINE 1128 FOR NON PAYABLE INTERNAL ITEM. EXPIRED LINE 1127 DUE TO NEW NON PAYABLE INTERNAL ITEM BEING CREATED. NO OTHER CHANGES MADE IN REVISION 4.

REVISION 5 - ADDED LINE 1129, \$1 Ancillary NS Item PER BRONX GAS OPERATIONS REQUEST. NO OTHER CHANGES MADE TO REVISION 5.

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Reference Documents: Trenching Manual - Final Nov. 2009 R7.pdf

Supplemental Construction Contract Requirements-Const-004 Rev1

6-7-2011.pdf

Gas Trenching Manual dated 7-8-11 R0.pdf

AMENDMENT 1.docx

AMENDMENT 2.docx

Network Infrastructure Inc. COMPLIANCE, EXCEPTION AND

OFFER Forms dated 7.16.13.pdf

Network Infrastructure Inc. Disclosure Form dated 7.16.13.pdf

All prices and amounts on this order are expressed in USD

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

Amount

(USD)

1 11/15/2013 EACH 1.00

BRONX GAS TURNKEY

2 NS0200700 LINEAR

FOOT

85.00

G1AI - INSTALL 1.25"-2", <50' - YEAR 1

3 NS0200701 LINEAR

FOOT

78.40

G1AII - INSTALL 1.25"-2", >50' - YEAR 1

4 NS0200702 LINEAR

FOOT

121.00

G1BI - INSTALL 3"-4", <50' - YEAR 1

5 NS0200703 LINEAR

FOOT

107.00

G1BII - INSTALL 3"-4", >50' - YEAR 1

6 NS0200704 LINEAR

FOOT

160.00

G1CI - INSTALL 6"-8", <50' - YEAR 1

7 NS0200705 LINEAR

FOOT

130.00

G1CII - INSTALL 6"-8", >50' - YEAR 1

8 NS0200706 LINEAR

FOOT

215.00

G1DI - INSTALL 10"-12", <50' B1057- YEAR 1

9 NS0200707 LINEAR

FOOT

200.00

G1DII - INSTALL 10"-12", >50' - YEAR 1

10 NS0217224 LINEAR

FOOT

106.00

GP1AI - INSTALL 1.25"-2", <50' - YEAR 1

11 NS0217225 LINEAR

FOOT

91.14

GP1AII - INSTALL 1.25"-2", >50' - YEAR 1

12 NS0217226 LINEAR

FOOT

145.00

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

(USD)

Amount

(USD)

GP1BI - INSTALL 3"-4", <50' - YEAR 1

13 NS0217227 LINEAR

FOOT

112.00

GP1BII - INSTALL 3"-4", >50' - YEAR 1

14 NS0217228 LINEAR

FOOT

130.00

GP1CI - INSTALL 6"-8", <50' - YEAR 1

15 NS0217229 LINEAR

FOOT

119.00

GP1CII - INSTALL 6"-8", >50' - YEAR 1

16 NS0217230 LINEAR

FOOT

250.00

GP1DI - INSTALL 10"-12", <50' - YEAR 1

17 NS0217231 LINEAR

FOOT

200.00

GP1DII - INSTALL 10"-12", >50' - YEAR 1

18 NS0217232 LINEAR

FOOT

94.08

GP1AIS - INSTALL 1.25"-2", <50' - YEAR 1

19 NS0217233 LINEAR

FOOT

76.44

GP1AII - INSTALL 1.25"-2", >50' - YEAR 1

20 NS0217234 LINEAR

FOOT

125.00

GP1BIS - INSTALL 3"-4", <50' - YEAR 1

21 NS0217235 LINEAR

FOOT

127.00

GP1BIIS - INSTALL 3"-4", >50' - YEAR 1

22 NS0217236 LINEAR

FOOT

175.00

GP1CIS - INSTALL 6"-8", <50' - YEAR 1

23 NS0217237 LINEAR

FOOT

150.00

GP1CIIS - INSTALL 6"-8", >50' - YEAR 1

24 NS0217238 LINEAR

FOOT

300.00

GP1DIS - INSTALL 10"-12", <50' - YEAR 1

25 NS0217239 LINEAR

FOOT

250.00

GP1DIIS - INSTALL 10"-12", >50' - YEAR 1

26 NS0217232 LINEAR

FOOT

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122.84

GP1AIS - INSTALL 1.25"-2", <50' - YEAR 1

27 NS0217233 LINEAR

FOOT

104.81

GP1AIIIS - INSTALL 1.25"-2", >50' - YEAR 1

28 NS0217234 LINEAR

FOOT

125.00

GP1BIS - INSTALL 3"-4", <50' - YEAR 1

29 NS0217235 LINEAR

FOOT

150.00

GP1BIIS - INSTALL 3"-4", >50' - YEAR 1

30 NS0217236 LINEAR

FOOT

269.35

GP1CIS - INSTALL 6"-8", <50' - YEAR 1

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

(USD)

Amount

(USD)

31 NS0217237 LINEAR

FOOT

206.24

GP1CIIS - INSTALL 6"-8", >50' - YEAR 1

32 NS0217238 LINEAR

FOOT

383.18

GP1DIS - INSTALL 10"-12", <50' - YEAR 1

33 NS0217239 LINEAR

FOOT

245.00

GP1DIIS - INSTALL 10"-12", >50' - YEAR 1

34 NS0200732 LINEAR

FOOT

85.00

G2AI - INSTALL 1"-2", <50' - YEAR 1

35 NS0200733 LINEAR

FOOT

71.30

G2AII - INSTALL 1"-2", >50' - YEAR 1

36 NS0200734 LINEAR

FOOT

120.00

G2BI - INSTALL 3"-4", <50' - YEAR 1

37 NS0200735 LINEAR

FOOT

115.00

G2BII - INSTALL 3"-4", >50' - YEAR 1

38 NS0218582 LINEAR

FOOT

269.00

G2CI - INSTALL 6"-8", <50' - YEAR 1

39 NS0218583 LINEAR

FOOT

150.00

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G2CII - INSTALL 6"-8", >50' - YEAR 1

40 NS0200736 LINEAR

FOOT

120.00

G2PAI - INSTALL 1"-2", <50' - YEAR 1

41 NS0200737 LINEAR

FOOT

110.00

G2PAII - INSTALL 1"-2", >50' - YEAR 1

42 NS0200738 LINEAR

FOOT

212.00

G2PBI - INSTALL 3"-4", <50' - YEAR 1

43 NS0200739 LINEAR

FOOT

175.00

G2PBII - INSTALL 3"-4", >50' - YEAR 1

44 NS0200748 EACH 1317.12

G1JI - 1.25" - 2" =<20' - YEAR 1

45 NS0200749 EACH 1085.00

G1KI - 3" - 4" =<20' - YEAR 1

46 NS0200750 EACH 2700.00

G1LI - 6" - 8" =<20' - YEAR 1

47 NS0200751 EACH 2038.40

G1MI - 10" - 12" =<20' - YEAR 1

48 NS0200752 EACH 1514.10

G1JIS - 1.25" - 2" =<20' - YEAR 1

49 NS0200753 EACH 1226.96

G1KIS - 3" - 4" =<20' - YEAR 1

50 NS0200754 EACH 3245.76

G1LIS - 6" - 8" =<20' - YEAR 1

51 NS0200755 EACH 2344.16

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

(USD)

Amount

(USD)

G1MIS - 10" - 12" =<20' - YEAR 1

52 NS0200760 EACH 2000.00

G3AI - INSERT 1"-1.25", < 50' - YEAR 1

53 NS0200761 EACH 2100.00

G3AII - INSERT 1"-1.25", > 50' - YEAR 1

54 NS0200762 EACH 2500.00

G3BI - INSERT 2", < 50' - YEAR 1

55 NS0200763 EACH 2950.00

G3BII - INSERT 2", > 50' - YEAR 1

56 NS0200764 EACH 4324.32

G3CI - INSERT 3"-4", < 50' - YEAR 1

57 NS0200765 EACH 4582.39

G3CII - INSERT 3"-4", > 50' - YEAR 1

58 NS0200766 EACH 2750.00

G3PAI - INSERT 1"-1.25", < 50' - YEAR 1

59 NS0200767 EACH 2850.00

G3PAII - INSERT 1"-1.25", > 50' - YEAR 1

60 NS0200768 EACH 2750.00

G3PBI - INSERT 2", < 50' - YEAR 1

61 NS0200769 EACH 2850.00

G3PBII - INSERT 2", > 50' - YEAR 1

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62 NS0200770 EACH 4603.62
G3PCI - INSERT 3"-4", < 50' - YEAR 1
63 NS0200771 EACH 4500.00
G3PCII - INSERT 3"-4", > 50' - YEAR 1
64 NS0202145 EACH 2400.00
G3KI - 2" =<20' - YEAR 1
65 NS0202146 EACH 3413.93
G3LI - 3" - 4" =<20' - YEAR 1
66 NS0202147 EACH 2100.00
G4AI - INSERT 1/2", <50' - YEAR 1
67 NS0202148 EACH 2300.00
G4AII - INSERT 1/2", >50' - YEAR 1
68 NS0202149 EACH 2700.00
G4BI - INSERT 1"-1.25", < 50' - YEAR 1
69 NS0202150 EACH 2750.00
G4BII - INSERT 1"-1.25", > 50' - YEAR 1
70 NS0202151 EACH 4000.00
G4CI - INSERT 2", <50' - YEAR 1
71 NS0202152 EACH 4000.00
G4CII - INSERT 2", >50' - YEAR 1
72 NS0202153 EACH 2400.00
G4PAI - INSERT 1/2", <50' - YEAR 1
73 NS0202154 EACH 2840.00
G4PAII - INSERT 1/2", >50' - YEAR 1
74 NS0202155 EACH 3000.00
G4PBI - INSERT 1"-1.25", < 50' - YEAR 1
75 NS0202156 EACH 3200.00
G4PBII - INSERT 1"-1.25", > 50' - YEAR 1
76 NS0202157 EACH 4600.00
G4PCI - INSERT 2", <50' - YEAR 1
77 NS0202158 EACH 4500.00
G4PCII - INSERT 2", >50' - YEAR 1
78 NS0202164 EACH 3218.18
G4EI - INSERT 1"-1.25", < 50' - YEAR 1
Blanket Purchase Agreement 4238469, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
79 NS0202165 EACH 3438.23
G4EII - INSERT 1"-1.25", > 50' - YEAR 1
80 NS0202168 EACH 2800.00
G4PEI - INSERT 1"-1.25", < 50' - YEAR 1
81 NS0202169 EACH 2499.17
G4PEII - INSERT 1"-1.25", > 50' - YEAR 1
82 NS0200803 EACH 1000.00
G5AII - SAME AS 3A W/O EXC. - YEAR 1
83 NS0202172 EACH 1400.00
G5BI - SAME AS 3B W/O EXC. - YEAR 1
84 NS0202173 EACH 1700.00
G5BII - SAME AS 3B W/O EXC. - YEAR 1
85 NS0202174 EACH 1560.00
G5CI - SAME AS 3C W/O EXC. - YEAR 1
86 NS0202175 EACH 1175.00
G5CII - SAME AS 3C W/O EXC. - YEAR 1
87 NS0217240 EACH 2450.00
G5DI - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 1
88 NS0217241 EACH 2450.00
G5DII - SERVICE IN OPEN TRENCH, 6"-8", >50' - YEAR 1

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89 NS0217242 EACH 2650.00
G5EI - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
90 NS0217243 EACH 1980.00
G5EII - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
91 NS0202176 EACH 1470.00
G5AIS - SAME AS 3A W/O EXC. - YEAR 1
92 NS0202177 EACH 1470.00
G5AIIS - SAME AS 3A W/O EXC. - YEAR 1
93 NS0202178 EACH 1470.00
G5BIS - SAME AS 3B W/O EXC. - YEAR 1
94 NS0202179 EACH 1470.00
G5BIIS - SAME AS 3B W/O EXC. - YEAR 1
95 NS0202180 EACH 1470.00
G5CIS - SAME AS 3C W/O EXC. - YEAR 1
96 NS0202181 EACH 1470.00
G5CIIS - SAME AS 3C W/O EXC. - YEAR 1
97 NS0217244 EACH 2450.00
G5DIS - SERVICE IN OPEN TRENCH, 6'-8"', <50' - YEAR 1
98 NS0217245 EACH 2450.00
G5DIIS - SERVICE IN OPEN TRENCH, 6'-8"', >50' - YEAR 1
99 NS0217246 EACH 2940.00
G5EIS - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
100 NS0217247 EACH 2940.00
G5EIIIS - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
101 NS0202182 EACH 980.00
G6AI - SAME AS 4A W/O EXC. - YEAR 1
102 NS0202183 EACH 980.00
G6AII - SAME AS 4A W/O EXC. - YEAR 1
103 NS0202184 EACH 980.00
G6BI - SAME AS 4B W/O EXC. - YEAR 1
104 NS0202185 EACH 1100.00
G6BII - SAME AS 4B W/O EXC. - YEAR 1
105 NS0202186 EACH 1200.00
G6CI - SAME AS 4C W/O EXC. - YEAR 1
106 NS0202187 EACH 980.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
G6CII - SAME AS 4C W/O EXC. - YEAR 1
107 NS0217248 EACH 1175.00
G6DI - SERVICE IN OPEN TRENCH, 3'-4"', <50' - YEAR 1
108 NS0217249 EACH 1625.00
G6DII - SERVICE IN OPEN TRENCH, 3'-4"', >50' - YEAR 1
109 NS0217250 EACH 2025.00
G6EI - SERVICE IN OPEN TRENCH, 6'-8"', <50' - YEAR 1
110 NS0217251 EACH 2400.00
G6EII - SERVICE IN OPEN TRENCH, 6'-8"', <50' - YEAR 1
111 NS0217252 EACH 2650.00
G6FI - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
112 NS0217253 EACH 2650.00
G6FII - SERVICE IN OPEN TRENCH, 10'-12"', <50' - YEAR 1
113 NS0217254 EACH 1045.00
G6AIS - SAME AS 4A W/O EXC. - YEAR 1
114 NS0217255 EACH 785.00
G6AIIS - SAME AS 4A W/O EXC. - YEAR 1
115 NS0202188 EACH 1045.00
G6BIS - SAME AS 4B W/O EXC. - YEAR 1

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116 NS0202189 EACH 785.00
G6BIIS - SAME AS 4B W/O EXC. - YEAR 1
117 NS0202190 EACH 1470.00
G6CIS - SAME AS 4C W/O EXC. - YEAR 1
118 NS0202191 EACH 1175.00
G6CIIS - SAME AS 4C W/O EXC. - YEAR 1
119 NS0217256 EACH 1565.00
G6DIS - SERVICE IN OPEN TRENCH, 3"-4", <50' - YEAR 1
120 NS0217257 EACH 1175.00
G6DIIS - SERVICE IN OPEN TRENCH, 3"-4", >50' - YEAR 1
121 NS0217258 EACH 2030.00
G6EIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 1
122 NS0217259 EACH 1525.00
G6EIIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 1
123 NS0217260 EACH 2640.00
G6FIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 1
124 NS0217261 EACH 1985.00
G6FIIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 1
125 NS0202192 EACH 825.00
G7A - WITH RESTORATION. - YEAR 1
126 NS0202193 EACH 617.40
G7B - W/O RESTORATION. - YEAR 1
127 NS0202194 EACH 430.00
GT8AC - 2"-4" CI - YEAR 1
128 NS0202195 EACH 500.00
GT8BC - 6"-8" CI - YEAR 1
129 NS0202196 EACH 625.00
GT8CC - 10"-12" CI - YEAR 1
130 NS0202197 EACH 980.00
GT8DC - 16"-20" CI - YEAR 1
131 NS0202198 EACH 700.00
GT8AS - 2"-4" - YEAR 1
132 NS0202199 EACH 880.00
GT8BS - 6"-8" - YEAR 1
133 NS0202200 EACH 1078.00
GT8CS - 10"-12" STEEL - YEAR 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
134 NS0202201 EACH 2500.00
GT8DS - 16"-20" STEEL - YEAR 1
135 NS0202202 EACH 290.00
GT8AP - 2"-4" PLASTIC - YEAR 1
136 NS0202203 EACH 390.00
GT8BP - 6"-8" PLASTIC - YEAR 1
137 NS0202204 EACH 1450.00
GT8CP - 10"-12" PLASTIC - YEAR 1
138 NS0202205 EACH 2500.00
GT8E - 24" - 36" MAIN - YEAR 1
139 NS0202206 EACH 803.60
GT9A - 1/2" - 2" - YEAR 1
140 NS0202207 EACH 932.00
GT9B - 3" - 4" - YEAR 1
141 NS0217262 EACH 2450.00
GT9C - 6"-8" - YEAR 1
142 NS0217263 EACH 1004.50
GT9PA - 1/2" - 2" - YEAR 1

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143 NS0217264 EACH 1396.50
GT9PB - 3" - 4" - YEAR 1
144 NS0217265 EACH 3675.00
GT9PC - 6"-8" - YEAR 1
145 NS0202208 EACH 200.00
G10A - SAME AS 9A W/O EXC. - YEAR 1
146 NS0202209 EACH 588.00
G10B - SAME AS 9B W/O EXC. - YEAR 1
147 NS0202210 EACH 392.00
G11 - COLD ROLLED BEND - YEAR 1
148 NS0202211 EACH 294.00
G13 - METER/REG. SET (INDOOR) - YEAR 1
149 NS0202212 EACH 246.00
G13R - METER/REG. SET (OUTDOOR) - YEAR 1
150 NS0202213 EACH 98.00
G14 - INSTALL STEEL BUMPER - YEAR 1
151 NS0202214 EACH 735.00
G16A - UP TO 2" IPS - YEAR 1
152 NS0202215 EACH 955.50
G16B - 3" - 4" IPS - YEAR 1
153 NS0202216 EACH 2572.50
G16C - 6"-8" IPS - YEAR 1
154 NS0202217 EACH 955.50
G16PA - UP TO 2" IPS - YEAR 1
155 NS0202218 EACH 1400.00
G16PB - 3" - 4" IPS - YEAR 1
156 NS0202219 EACH 2940.00
G16PC - 6"-8" IPS - YEAR 1
157 NS0202220 LINEAR
FOOT
30.00
G20 - ADD. PIPE WORK - YEAR 1
158 NS0202221 EACH 58.80
G20A - RELOCATE METER SET - YEAR 1
159 NS0202222 EACH 215.00
G23A - 2"- 4" CLAMP - YEAR 1
160 NS0202223 EACH 335.00
G23B - 6"- 8" CLAMP - YEAR 1
Blanket Purchase Agreement 4238469, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
161 NS0202224 EACH 441.00
G23C - 10"-12" CLAMP - YEAR 1
162 NS0202225 EACH 650.00
G24A - 4"-8" JOINT ENCAPS. - YEAR 1
163 NS0202226 EACH 650.00
G24B - 10"-12" JOINT ENCAPS. - YEAR 1
164 NS0202227 LINEAR
FOOT
105.00
G26A - UP TO 4" - YEAR 1
165 NS0202228 LINEAR
FOOT
188.00
G26B - 6" - 8" - YEAR 1
166 NS0202229 LINEAR
FOOT

Contains Confidential Commercial Information

200.00
G26C - 10" - 12" - YEAR 1
167 NS0218584 LINEAR
FOOT
205.00
G26D - 16" - YEAR 1
168 NS0202230 LINEAR
FOOT
120.00
G26PA - UP TO 4" - YEAR 1
169 NS0202231 LINEAR
FOOT
200.00
G26PB - 6" - 8" - YEAR 1
170 NS0202232 LINEAR
FOOT
235.00
G26PC - 10" - 12" - YEAR 1
171 NS0217266 LINEAR
FOOT
269.50
G26PD - 16" - YEAR 1
172 NS0202233 LINEAR
FOOT
135.00
G26AS - UP TO 4" - YEAR 1
173 NS0202234 LINEAR
FOOT
240.00
G26BS - 6" - 8" - YEAR 1
174 NS0202235 LINEAR
FOOT
340.00
G26CS - 10" - 12" - YEAR 1
175 NS0202236 LINEAR
FOOT
500.00
G26DS - 16"-20" - YEAR 1
176 NS0202237 LINEAR
FOOT
1400.00
G26ES - 24' - 30" - YEAR 1
177 NS0202238 LINEAR
FOOT
171.50
G26PAS - UP TO 4" - YEAR 1
178 NS0202239 LINEAR
FOOT
255.00
G26PBS - 6" - 8" - YEAR 1
179 NS0202240 LINEAR
FOOT
400.00
G26PCS - 10" - 12" - YEAR 1

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

Amount

Contains Confidential Commercial Information

(USD)
180 NS0202241 LINEAR
FOOT
600.00
G26PDS - 16"-20" - YEAR 1
181 NS0202242 LINEAR
FOOT
1600.00
G26PES - 24' - 30" - YEAR 1
182 NS0202243 LINEAR
FOOT
84.00
G26AC - UP TO 4" - YEAR 1
183 NS0202244 LINEAR
FOOT
193.00
G26BC - 6" - 8" - YEAR 1
184 NS0202245 LINEAR
FOOT
285.00
G26CC - 10" - 12" - YEAR 1
185 NS0217267 LINEAR
FOOT
400.00
G26DC - 16" - YEAR 1
186 NS0202246 LINEAR
FOOT
145.00
G26PAC - UP TO 4" - YEAR 1
187 NS0202247 LINEAR
FOOT
173.00
G26PBC - 6" - 8" - YEAR 1
188 NS0202248 LINEAR
FOOT
245.00
G26PCC - 10" - 12" - YEAR 1
189 NS0217268 LINEAR
FOOT
410.00
G26PDC - 16" - YEAR 1
190 NS0202255 LINEAR
FOOT
135.00
G26AWK - UP TO 4" - YEAR 1
191 NS0202256 LINEAR
FOOT
184.00
G26BWK - 6" - 8" - YEAR 1
192 NS0202257 LINEAR
FOOT
270.00
G26CWK - 10" - 12" - YEAR 1
193 NS0217269 LINEAR
FOOT
340.00
G26DWK - 16" - YEAR 1
194 NS0202258 LINEAR
FOOT

Contains Confidential Commercial Information

63.70

G26AE - UP TO 4" - YEAR 1

195 NS0202259 LINEAR

FOOT

90.00

G26BE - 6" - 8" - YEAR 1

196 NS0202260 LINEAR

FOOT

137.00

G26CE - 10" - 12" - YEAR 1

197 NS0217270 LINEAR

FOOT

160.00

G26DE - 16" - YEAR 1

198 NS0202261 LINEAR 19.60

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

Amount

(USD)

FOOT

G27AA - UP TO 2" - YEAR 1

199 NS0202262 LINEAR

FOOT

21.00

G27A - 4" - YEAR 1

200 NS0202263 LINEAR

FOOT

40.00

G27B - 6" - 8" - YEAR 1

201 NS0202264 LINEAR

FOOT

78.00

G27C - 12" - YEAR 1

202 NS0202265 LINEAR

FOOT

88.00

G27AS - 2" - 4" - YEAR 1

203 NS0202266 LINEAR

FOOT

107.80

G27BS - 6" - 8" - YEAR 1

204 NS0202267 LINEAR

FOOT

147.00

G27CS - 12" - YEAR 1

205 NS0202268 LINEAR

FOOT

39.20

G29A - 1-1/4" NON-PROTECTED - YEAR 1

206 NS0202269 LINEAR

FOOT

40.00

G29B - 2" NON- PROTECTED - YEAR 1

207 NS0202270 LINEAR

FOOT

43.12

G29C - 3" NON-PROTECTED - YEAR 1

208 NS0202271 LINEAR

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FOOT

63.70

G29D - 4" NON- PROTECTED - YEAR 1

209 NS0202272 LINEAR

FOOT

66.64

G29E - 6" NON- PROTECTED - YEAR 1

210 NS0202273 LINEAR

FOOT

73.50

G29F - 8" NON- PROTECTED - YEAR 1

211 NS0202274 EACH 1400.00

G19A - 2" - 4" - YEAR 1

212 NS0202275 EACH 1780.00

G19B - 6" - 8" - YEAR 1

213 NS0202276 EACH 2900.00

G19C - 10" - 12" - YEAR 1

214 NS0202277 EACH 3500.00

G19AS - 2" - 4" - YEAR 1

215 NS0202278 EACH 5500.00

G19BS - 6" - 8" - YEAR 1

216 NS0202279 EACH 7000.00

G19CS - 10" - 12" - YEAR 1

217 NS0202280 EACH 9800.00

G19DS - 16" - 20" - YEAR 1

218 NS0202281 EACH 19600.00

G19ES - 24" - 30" - YEAR 1

219 NS0202282 EACH 2200.00

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

(USD)

Amount

(USD)

GT18A - 2" - 4" - YEAR 1

220 NS0202283 EACH 3350.00

GT18B - 6" - 8" - YEAR 1

221 NS0202284 EACH 4100.00

GT18C - 10" - 12" - YEAR 1

222 NS0202285 EACH 5325.00

GT18AS - 2" - 4" - YEAR 1

223 NS0202286 EACH 6000.00

GT18BS - 6" - 8" - YEAR 1

224 NS0202287 EACH 7500.00

GT18CS - 10" - 12" - YEAR 1

225 NS0202288 EACH 15000.00

GT18DS - 16" - 20" - YEAR 1

226 NS0202289 EACH 30000.00

GT18ES - 24" - 30" - YEAR 1

227 NS0202290 EACH 550.00

GT35A - UP TO 8" - YEAR 1

228 NS0202291 EACH 1400.00

GT35B - 10" - 16" - YEAR 1

229 NS0202292 EACH 3400.00

GT35C - > 16" - YEAR 1

230 NS0202293 EACH 196.00

GT36AA - 2" - 4" SLEEVE - YEAR 1

231 NS0202294 EACH 490.00

GT36AB - 6" - 8" SLEEVE - YEAR 1

232 NS0202295 EACH 980.00

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GT36B - 10" AND ABOVE SLEEVE - YEAR 1

233 NS0202296 EACH 58.80

GT32A - WITH SERVICE - YEAR 1

234 NS0202297 EACH 200.00

GT32B - STAND ALONE - YEAR 1

235 NS0202298 EACH 73.50

GT37A - WITH SERVICE - YEAR 1

236 NS0202299 EACH 171.50

GT37B - STAND ALONE - YEAR 1

237 NS0202300 EACH 147.00

GT38A - WITH SERVICE - YEAR 1

238 NS0202301 EACH 294.00

GT38B - STAND ALONE - YEAR 1

239 NS0202302 EACH 147.00

GT39A - WITH SERVICE - YEAR 1

240 NS0202303 EACH 392.00

GT39B - STAND ALONE - YEAR 1

241 NS0202304 EACH 196.00

GT40A - WITH SERVICE - YEAR 1

242 NS0202305 EACH 588.00

GT40B - STAND ALONE - YEAR 1

243 NS0202306 EACH 245.00

GT41A - WITH SERVICE - YEAR 1

244 NS0202307 EACH 637.00

GT41B - STAND ALONE - YEAR 1

245 NS0202308 EACH 1815.00

G50AI - ASPHALT 2"-4" - YEAR 1

246 NS0202309 EACH 1815.00

G50AII - ASPHALT 6"-8" - YEAR 1

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

(USD)

Amount

(USD)

247 NS0202310 EACH 1905.00

G50AIII - ASPHALT 10"-12" - YEAR 1

248 NS0202311 EACH 1600.00

G50BI - EARTH 2"-4" - YEAR 1

249 NS0202312 EACH 1600.00

G50BII - EARTH 6"-8" - YEAR 1

250 NS0202313 EACH 2000.00

G50BIII - EARTH 10"-12" - YEAR 1

251 NS0202314 EACH 2500.00

G50CI - CONCRETE 2"-4" - YEAR 1

252 NS0202315 EACH 2900.00

G50CII - CONCRETE 6"-8" - YEAR 1

253 NS0202316 EACH 3000.00

G50CIII - CONCRETE 10"-12" - YEAR 1

254 NS0202317 EACH 370.00

GT42A - UP TO 4" PE - YEAR 1

255 NS0202318 EACH 475.00

GT42B - 6" - 8"PE - YEAR 1

256 NS0202319 EACH 550.00

GT42C - 10" - 12" PE - YEAR 1

257 NS0202320 EACH 900.00

GT42D - UP TO 4" - YEAR 1

258 NS0202321 EACH 1750.00

GT42E - 6" - 8" - YEAR 1

259 NS0202322 EACH 2000.00

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GT42F - 10" - 12" - YEAR 1
260 NS0202323 CUBIC
YARD
400.00
G43A - ROADWAY (NON-PROTECTED) - YEAR 1
261 NS0202324 CUBIC
YARD
245.00
G43B - EARTH - YEAR 1
262 NS0202325 CUBIC
YARD
445.00
G43PA - ROADWAY (NON-PROTECTED) - YEAR 1
263 NS0202326 EACH 1450.00
G45A - .1 - 4.0 CUBIC YARDS - YEAR 1
264 NS0202327 EACH 3250.00
G45B - 4.1 - 8.0 CUBIC YARDS - YEAR 1
265 NS0202328 EACH 6750.00
G45C - 8.1 - 15.0 CUBIC YARDS - YEAR 1
266 NS0202329 EACH 11000.00
G45D - 15.1 - 25.0 CUBIC YARDS - YEAR 1
267 NS0202330 EACH 1800.00
G45PA - .1 - 4.0 CUBIC YARDS - YEAR 1
268 NS0202331 EACH 5000.00
G45PB - 4.1 - 8.0 CUBIC YARDS - YEAR 1
269 NS0202332 EACH 8500.00
G45PC - 8.1 - 15.0 CUBIC YARDS - YEAR 1
270 NS0202333 EACH 14000.00
G45PD - 15.1 - 25.0 CUBIC YARDS - YEAR 1
271 NS0202334 CUBIC
YARD
510.00
T50 - ROCK - YEAR 1
272 NS0202335 CUBIC 355.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
YARD
T53 - BREAK, REMOVE AND DISPOSE OF INTACT MASONRY (REMOVAL OF ABAN - YEAR 1
273 NS0202336 CUBIC
YARD
800.00
T54 - BREAK, REMOVE AND DISPOSE OF DUCT ENCLOSURES, ENCASEMENTS, W - YEAR 1
274 NS0202337 CUBIC
YARD
588.00
T55 - BREAK, REMOVE AND DISPOSE OF CONCRETE AND MASONRY IN CAR OR - YEAR 1
275 NS0202338 CUBIC
YARD
294.00
T56 - BREAK OUT REMOVE AND DISPOSE CONCRETE ENCASED STEEL PIPE. - YEAR 1
276 NS0202339 SQUARE
FOOT
5.88
T101 - FURNISH, INSTALL AND REMOVE SOLID SHEETING. - YEAR 1
277 NS0202340 SQUARE
FOOT

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3.92
T102 - PLYWOOD SHEETING - YEAR 1
278 NS0202341 SQUARE
FOOT
4.90
T110 - FURNISH, PLACE, SECURE, MAINTAIN, PROTECT AND REMOVE STEEL P - YEAR 1
279 NS0202342 SQUARE
FOOT
7.84
T112 - SAME AS ITEM T110 EXCEPT PLATES MUST BE STRAP WELDED. - YEAR 1
280 NS0202343 SQUARE
FOOT
17.64
T113 - STRAPWELDBEAMSPLATES - YEAR 1
281 NS0202344 SQUARE
FOOT
17.00
60 - NO. T113 (RECESSED) - YEAR 1
282 NS0202345 SQUARE
FOOT
6.86
T114 - PLATERENTALMAINT. - YEAR 1
283 NS0202346 EACH 98.00
T80 - TEST EXISTING FACS - YEAR 1
284 NS0202347 LINEAR
FOOT
40.00
T70 - CUT, REMOVE AND DISPOSE OF ABANDONED ELECTRICAL STEEL CONDUI - YEAR 1
285 NS0202348 LINEAR
FOOT
63.70
T70A - SAMEAST708INPIPE - YEAR 1
286 NS0202349 LINEAR
FOOT
80.00
T70B - LIKET70PIPE>16IN - YEAR 1
287 NS0202350 EACH 710.00
GT31A - 2" AND LESS - YEAR 1
288 NS0202351 EACH 1100.00
GT31B - 3" - 4" - YEAR 1
289 NS0202352 EACH 1700.00
GT31C - 6" - 8" - YEAR 1
290 NS0202353 EACH 3920.00
GT31D - 10" TO 12 " - YEAR 1
291 NS0217271 EACH 1102.50
GT31AS - 2" AND LESS - YEAR 1
292 NS0217272 EACH 1764.00
GT31BS - 3" - 4" - YEAR 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
293 NS0217273 EACH 2646.00
GT31CS - 6" - 8" - YEAR 1
294 NS0217274 EACH 4900.00
GT31DS - 10" TO 12 " - YEAR 1
295 NS0202354 EACH 1575.00
GT31STA - 2" AND LESS - YEAR 1

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296 NS0202355 EACH 1990.00
GT31STB - 3" - 4" - YEAR 1
297 NS0202356 EACH 3040.00
GT31STC - 6" - 8" - YEAR 1
298 NS0202357 EACH 3750.00
GT31STD - 10" TO 12" - YEAR 1
299 NS0217275 EACH 2500.00
GT31PSTA - 2" AND LESS - YEAR 1
300 NS0217276 EACH 2352.00
GT31PSTB - 3" - 4" - YEAR 1
301 NS0217277 EACH 3920.00
GT31PSTC - 6" - 8" - YEAR 1
302 NS0217278 EACH 5390.00
GT31PSTD - 10" TO 12" - YEAR 1
303 NS0217279 EACH 2231.46
GT31PSTAS - 2" AND LESS - YEAR 1
304 NS0217280 EACH 2704.80
GT31PSTBS - 3" - 4" - YEAR 1
305 NS0217281 EACH 4508.00
GT31PSTCS - 6" - 8" - YEAR 1
306 NS0217282 EACH 6198.50
GT31PSTDS - 10" TO 12" - YEAR 1
307 NS0202370 HOUR 104.33
T301 - LABORER/DRILLRUNNER - YEAR 1
308 NS0202371 HOUR 30.13
T301WD - T301WKDNDIFFRL - YEAR 1
309 NS0202372 HOUR 19.73
T301D - LABORER/DRILLRUNNER O/T DIF - YEAR 1
310 NS0202373 HOUR 104.33
T301A - FLAG PERSON W/ TOOLS - YEAR 1
311 NS0202374 HOUR 30.13
T301AWD - T301AOVERTIMEDIFFRL - YEAR 1
312 NS0202375 HOUR 19.73
T301AD - FLGPERSONOTDIFFERENT - YEAR 1
313 NS0202376 HOUR 114.77
T302 - LAB FOREMAN W/TRUCK - YEAR 1
314 NS0202377 HOUR 39.74
T302WD - T302WKDNDIFFRL - YEAR 1
315 NS0202378 HOUR 21.06
T302D - LAB FOREMAN W/TRUCK O/T DIFF - YEAR 1
316 NS0202379 HOUR 145.00
T303 - TEAMSTER W/ DUMP TRUCK - YEAR 1
317 NS0202380 HOUR 21.93
T303ND - TEAMSTER,W/DUMPTRUCK NGT DIF - YEAR 1
318 NS0202381 HOUR 32.55
T303WD - T303WKDNDIFFRL - YEAR 1
319 NS0202382 HOUR 41.16
T303D - TEAMSTER,W/DUMPTRUCK O/T DIFF - YEAR 1
320 NS0202383 HOUR 21.27
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T304 - TRUCK W/ COMPRESSOR - YEAR 1
321 NS0202384 HOUR 116.82
T304M - ITEM 304 W/ COMPRE ENGR - YEAR 1
322 NS0202385 HOUR 50.59
T304MND - T304 W /NIGHT DIFF - YEAR 1

Contains Confidential Commercial Information

323 NS0202386 HOUR 64.00
T304MWD - COMPR/JHAMMERWKNDIFF - YEAR 1
324 NS0202387 HOUR 64.00
T304MD - T304 W/ OT DIFF - YEAR 1
325 NS0202388 HOUR 176.40
T305 - OPERATING ENGINEER W/ BACKHOE - YEAR 1
326 NS0202389 HOUR 38.09
T305ND - OPENG W/BACKHOE NGT DIFF - YEAR 1
327 NS0202390 HOUR 80.00
T305WD - T305WKDNDIFFRL - YEAR 1
328 NS0202391 HOUR 80.00
T305D - OPENG W/BACKHOE O/T DIFF - YEAR 1
329 NS0202392 HOUR 176.40
T305A - OPERENGR WELDER - YEAR 1
330 NS0202393 HOUR 42.33
T305AND - T305A W/ NGTDIFF - YEAR 1
331 NS0202394 HOUR 88.00
T305AWD - YEAR 1
332 NS0202395 HOUR 98.00
T305AD - T305A W/ OT DIFF - YEAR 1
333 NS0202396 HOUR 139.84
T305B - OPER ENGR MAINT MAN - YEAR 1
334 NS0202397 HOUR 98.00
T305BND - T305B W/ NGT DIFF - YEAR 1
335 NS0202398 HOUR 88.00
T305BWD - YEAR 1
336 NS0202399 HOUR 88.00
T305BD - T305B W/ OT DIFF - YEAR 1
337 NS0202400 HOUR 140.00
T306 -TIMBERMAN / TOOLS / TRAN - YEAR 1
338 NS0202401 HOUR 14.22
T306ND - T306 W/ NGT DIFF - YEAR 1
339 NS0202402 HOUR 34.16
T306WD - T306WKDNDIFFRL - YEAR 1
340 NS0202403 HOUR 22.67
T306D - T306 W/ OT DIFF - YEAR 1
341 NS0202404 EACH 1900.00
T211A - MOBILIZATION - EXCAVATION CREW - YEAR 1
342 NS0202405 EACH 1176.00
T211B - MOBILIZATION - LIVE GAS CREW - YEAR 1
343 NS0202406 EACH 2425.00
T215A - EMERGENCY MOBILIZATION, EXC CREW - YEAR 1
344 NS0202407 EACH 1862.00
T215B - EMERGENCY MOBILIZATION, LIVE GAS CREW - YEAR 1
345 NS0202408 CUBIC
YARD
490.00
T2 - STREET SURFACE - YEAR 1
346 NS0202409 CUBIC
YARD
539.00
T7R - PLAIN CONCRETE SIDEWALK / DRIVEWAY - YEAR 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
347 NS0202410 LINEAR
FOOT

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6.37
T33 - SAW CUTTING - YEAR 1
348 NS0202411 LINEAR
FOOT
83.30
T33A - SAW CUTTING - YEAR 1
349 NS0202412 LINEAR
FOOT
83.30
T33B - SAW CUTTING - YEAR 1
350 NS0202413 LINEAR
FOOT
83.30
T34 - SAW CUTTING - YEAR 1
351 NS0202414 CUBIC
YARD
294.00
T31 - STREET BASE - YEAR 1
352 NS0202415 CUBIC
YARD
210.70
T32 - FURNISH CONCRETE - YEAR 1
353 NS0202416 CUBIC
YARD
661.50
T2AI - SPECIAL CARE EXCAVATION - YEAR 1
354 NS0202417 CUBIC
YARD
294.00
T42 - SPECIAL HAND EXCAVATION - YEAR 1
355 NS0202418 CUBIC
YARD
1385.00
400 - WEARING COURSE - YEAR 1
356 NS0202419 CUBIC
YARD
1625.00
401 - WEARING COURSE W/ REMOVAL - YEAR 1
357 NS0202420 EACH 490.00
T170 - REGRADE VALVE BOX - YEAR 1
358 NS0202421 CUBIC
YARD
450.00
T30 - TEMPORARY MACADEM - YEAR 1
359 NS0202422 EACH 1000.00
GT76 - WELD 3"-4" TAPPING TEE ON MAIN - YEAR 1
360 NS0202423 EACH 1666.00
GT77 - WELD 6"-8" TAPPING TEE ON MAIN - YEAR 1
361 NS0202424 EACH 2350.00
GT78 - WELD 3"-4" TAPPING TEE ON SLEEVE - YEAR 1
362 NS0202425 EACH 2650.00
GT79 - WELD 6"-8" TAPPING TEE ON SLEEVE - YEAR 1
363 NS0202426 LINEAR
FOOT
500.00
GT89A - GRIND RAZOR BACK STYLE RIBS - YEAR 1
364 NS0202427 LINEAR
FOOT
250.00

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GT89B - GRIND SPIRAL STYLE RIBS - YEAR 1

365 NS0202428 EACH 392.00

GT90A - WELDS UP TO 4" - YEAR 1

366 NS0202429 EACH 686.00

GT90B - WELDS 6"-8" - YEAR 1

367 NS0202430 EACH 1274.00

GT90C - WELDS 12"-16" - YEAR 1

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

Amount

(USD)

368 NS0202431 EACH 2940.00

GT90D - WELDS 20" AND GREATER - YEAR 1

369 NS0202432 EACH 107.00

GT91A - FUSES UP TO 4" - YEAR 1

370 NS0202433 EACH 375.00

GT91B - FUSES 6"-8" - YEAR 1

371 NS0202434 EACH 490.00

GT91C - FUSES 12"-16" - YEAR 1

372 NS0202435 LINEAR

FOOT

294.00

GT92 - COAL TAR REMOVAL - YEAR 1

373 NS0202436 CUBIC

YARD

49.00

GT94 - BACKFILL - YEAR 1

374 NS0217283 EACH 2950.00

G18 - ADDNBYPASMAINSERV - YEAR 1

375 NS0216305 LINEAR

FOOT

4.00

424 - LINE STRIPPING (UP TO 6" WIDE) - YEAR 1

376 NS0216306 LINEAR

FOOT

6.00

425 - LINE STRIPPING (GREATER THAN 6" WIDE) - YEAR 1

377 NS0202437 LINEAR

FOOT

87.55

G1AI - INSTALL 1.25"-2", <50' - YEAR 2

378 NS0202438 LINEAR

FOOT

80.75

G1AII - INSTALL 1.25"-2", >50' - YEAR 2

379 NS0202439 LINEAR

FOOT

124.63

G1BI - INSTALL 3"-4", <50' - YEAR 2

380 NS0202440 LINEAR

FOOT

110.21

G1BII - INSTALL 3"-4", >50' - YEAR 2

381 NS0202441 LINEAR

FOOT

164.80

G1CI - INSTALL 6"-8", <50' - YEAR 2

382 NS0202442 LINEAR

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FOOT

133.90

G1CII - INSTALL 6"-8", >50' - YEAR 2

383 NS0202443 LINEAR

FOOT

221.45

G1DI - INSTALL 10"-12", <50' - YEAR 2

384 NS0202444 LINEAR

FOOT

206.00

G1DII - INSTALL 10"-12", >50' - YEAR 2

385 NS0217284 LINEAR

FOOT

109.18

GP1AI - INSTALL 1.25"-2", <50' - YEAR 2

386 NS0217285 LINEAR

FOOT

93.87

GP1AII - INSTALL 1.25"-2", >50' - YEAR 2

387 NS0217286 LINEAR

FOOT

149.35

GP1BI - INSTALL 3"-4", <50' - YEAR 2

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

(USD)

Amount

(USD)

388 NS0217287 LINEAR

FOOT

115.36

GP1BII - INSTALL 3"-4", >50' - YEAR 2

389 NS0217288 LINEAR

FOOT

133.90

GP1CI - INSTALL 6"-8", <50' - YEAR 2

390 NS0217289 LINEAR

FOOT

122.57

GP1CII - INSTALL 6"-8", >50' - YEAR 2

391 NS0217290 LINEAR

FOOT

257.50

GP1DI - INSTALL 10"-12", <50' - YEAR 2

392 NS0217291 LINEAR

FOOT

206.00

GP1DII - INSTALL 10"-12", >50' - YEAR 2

393 NS0217292 LINEAR

FOOT

96.90

GP1AIS - INSTALL 1.25"-2", <50' - YEAR 2

394 NS0217293 LINEAR

FOOT

78.73

GP1AIIIS - INSTALL 1.25"-2", >50' - YEAR 2

395 NS0217294 LINEAR

FOOT

128.75

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GP1BIS - INSTALL 3"-4", <50' - YEAR 2

396 NS0217295 LINEAR

FOOT

130.81

GP1BIIS - INSTALL 3"-4", >50' - YEAR 2

397 NS0217296 LINEAR

FOOT

180.25

GP1CIS - INSTALL 6"-8", <50' - YEAR 2

398 NS0217297 LINEAR

FOOT

154.50

GP1CIIS - INSTALL 6"-8", >50' - YEAR 2

399 NS0217298 LINEAR

FOOT

309.00

GP1DIS - INSTALL 10"-12", <50' - YEAR 2

400 NS0217299 LINEAR

FOOT

257.50

GP1DIIS - INSTALL 10"-12", >50' - YEAR 2

401 NS0217292 LINEAR

FOOT

126.53

GP1AIS - INSTALL 1.25"-2", <50' - YEAR 2

402 NS0217293 LINEAR

FOOT

107.95

GP1AIIS - INSTALL 1.25"-2", >50' - YEAR 2

403 NS0217294 LINEAR

FOOT

128.75

GP1BIS - INSTALL 3"-4", <50' - YEAR 2

404 NS0217295 LINEAR

FOOT

154.50

GP1BIIS - INSTALL 3"-4", >50' - YEAR 2

405 NS0217296 LINEAR

FOOT

277.43

GP1CIS - INSTALL 6"-8", <50' - YEAR 2

406 NS0217297 LINEAR

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

(USD)

Amount

(USD)

FOOT

GP1CIIS - INSTALL 6"-8", >50' - YEAR 2

407 NS0217298 LINEAR

FOOT

394.68

GP1DIS - INSTALL 10"-12", <50' - YEAR 2

408 NS0217299 LINEAR

FOOT

252.35

GP1DIIS - INSTALL 10"-12", >50' - YEAR 2

409 NS0202469 LINEAR

FOOT

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87.55
G2AI - INSTALL 1"-2", <50' - YEAR 2
410 NS0202470 LINEAR
FOOT
73.44
G2AII - INSTALL 1"-2", >50' - YEAR 2
411 NS0202471 LINEAR
FOOT
123.60
G2BI - INSTALL 3"-4", <50' - YEAR 2
412 NS0202472 LINEAR
FOOT
118.45
G2BII - INSTALL 3"-4", >50' - YEAR 2
413 NS0218585 LINEAR
FOOT
277.07
G2CI - INSTALL 6"-8", <50' - YEAR 2
414 NS0218586 LINEAR
FOOT
154.50
G2CII - INSTALL 6"-8", >50' - YEAR 2
415 NS0202473 LINEAR
FOOT
123.60
G2PAI - INSTALL 1"-2", <50' - YEAR 2
416 NS0202474 LINEAR
FOOT
113.30
G2PAII - INSTALL 1"-2", >50' - YEAR 2
417 NS0202475 LINEAR
FOOT
218.36
G2PBI - INSTALL 3"-4", <50' - YEAR 2
418 NS0202476 LINEAR
FOOT
180.25
G2PBII - INSTALL 3"-4", >50' - YEAR 2
419 NS0202485 EACH 1356.63
G1JI - 1.25" - 2" =<20' - YEAR 2
420 NS0202486 EACH 1117.55
G1KI - 3" - 4" =<20' - YEAR 2
421 NS0202487 EACH 2781.00
G1LI - 6" - 8" =<20' - YEAR 2
422 NS0202488 EACH 2099.55
G1MI - 10" - 12" =<20' - YEAR 2
423 NS0202489 EACH 1559.52
G1JIS - 1.25" - 2" =<20' - YEAR 2
424 NS0202490 EACH 1263.77
G1KIS - 3" - 4" =<20' - YEAR 2
425 NS0202491 EACH 3343.13
G1LIS - 6" - 8" =<20' - YEAR 2
426 NS0202492 EACH 2414.48
G1MIS - 10" - 12" =<20' - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Contains Confidential Commercial Information

Amount
(USD)

427 NS0202497 EACH 2060.00
G3AI - INSERT 1"-1.25", < 50' - YEAR 2
428 NS0202498 EACH 2163.00
G3AII - INSERT 1"-1.25", > 50' - YEAR 2
429 NS0202499 EACH 2575.00
G3BI - INSERT 2", < 50' - YEAR 2
430 NS0202500 EACH 3038.50
G3BII - INSERT 2", > 50' - YEAR 2
431 NS0202501 EACH 4454.05
G3CI - INSERT 3"-4", < 50' - YEAR 2
432 NS0202502 EACH 4719.86
G3CII - INSERT 3"-4", > 50' - YEAR 2
433 NS0202503 EACH 2832.50
G3PAI - INSERT 1"-1.25", < 50' - YEAR 2
434 NS0202504 EACH 2935.50
G3PAII - INSERT 1"-1.25", > 50' - YEAR 2
435 NS0202505 EACH 2832.50
G3PBI - INSERT 2", < 50' - YEAR 2
436 NS0202506 EACH 2935.50
G3PBII - INSERT 2", > 50' - YEAR 2
437 NS0202507 EACH 4741.73
G3PCI - INSERT 3"-4", < 50' - YEAR 2
438 NS0202508 EACH 4635.00
G3PCII - INSERT 3"-4", > 50' - YEAR 2
439 NS0202514 EACH 2472.00
G3KI - 2" =<20' - YEAR 2
440 NS0202515 EACH 3516.35
G3LI - 3" - 4" =<20' - YEAR 2
441 NS0202516 EACH 2163.00
G4AI - INSERT 1/2", <50' - YEAR 2
442 NS0202517 EACH 2369.00
G4AII - INSERT 1/2", >50' - YEAR 2
443 NS0202518 EACH 2781.00
G4BI - INSERT 1"-1.25", < 50' - YEAR 2
444 NS0202519 EACH 2832.50
G4BII - INSERT 1"-1.25", > 50' - YEAR 2
445 NS0202520 EACH 4120.00
G4CI - INSERT 2", <50' - YEAR 2
446 NS0202521 EACH 4120.00
G4CII - INSERT 2", >50' - YEAR 2
447 NS0202522 EACH 2472.00
G4PAI - INSERT 1/2", <50' - YEAR 2
448 NS0202523 EACH 2925.20
G4PAII - INSERT 1/2", >50' - YEAR 2
449 NS0202524 EACH 3090.00
G4PBI - INSERT 1"-1.25", < 50' - YEAR 2
450 NS0202525 EACH 3296.00
G4PBII - INSERT 1"-1.25", > 50' - YEAR 2
451 NS0202526 EACH 4738.00
G4PCI - INSERT 2", <50' - YEAR 2
452 NS0202527 EACH 4635.00
G4PCII - INSERT 2", >50' - YEAR 2
453 NS0202533 EACH 3314.73
G4EI - INSERT 1"-1.25", < 50' - YEAR 2
454 NS0202534 EACH 3541.38
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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
	(USD)						
	Amount						
	(USD)						
G4EII	- INSERT 1"-1.25", > 50' - YEAR 2						
455	NS0202537 EACH	2884.00					
G4PEI	- INSERT 1"-1.25", < 50' - YEAR 2						
456	NS0202538 EACH	2574.15					
G4PEII	- INSERT 1"-1.25", > 50' - YEAR 2						
457	NS0202540 EACH	1030.00					
G5AII	- SAME AS 3A W/O EXC. - YEAR 2						
458	NS0202541 EACH	1442.00					
G5BI	- SAME AS 3B W/O EXC. - YEAR 2						
459	NS0202542 EACH	1751.00					
G5BII	- SAME AS 3B W/O EXC. - YEAR 2						
460	NS0202543 EACH	1606.80					
G5CI	- SAME AS 3C W/O EXC. - YEAR 2						
461	NS0202544 EACH	1210.25					
G5CII	- SAME AS 3C W/O EXC. - YEAR 2						
462	NS0217300 EACH	2523.50					
G5DI	- SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2						
463	NS0217301 EACH	2523.50					
G5DII	- SERVICE IN OPEN TRENCH, 6"-8", >50' - YEAR 2						
464	NS0217302 EACH	2729.50					
G5EI	- SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 2						
465	NS0217303 EACH	2039.40					
G5EII	- SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 2						
466	NS0202545 EACH	1514.10					
G5AIS	- SAME AS 3A W/O EXC. - YEAR 2						
467	NS0202546 EACH	1514.10					
G5AIIS	- SAME AS 3A W/O EXC. - YEAR 2						
468	NS0202547 EACH	1514.10					
G5BIS	- SAME AS 3B W/O EXC. - YEAR 2						
469	NS0202548 EACH	1514.10					
G5BIIS	- SAME AS 3B W/O EXC. - YEAR 2						
470	NS0202549 EACH	1514.10					
G5CIS	- SAME AS 3C W/O EXC. - YEAR 2						
471	NS0202550 EACH	1514.10					
G5CIIS	- SAME AS 3C W/O EXC. - YEAR 2						
472	NS0217304 EACH	2523.50					
G5DIS	- SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2						
473	NS0217305 EACH	2523.50					
G5DIIS	- SERVICE IN OPEN TRENCH, 6"-8", >50' - YEAR 2						
474	NS0217306 EACH	3028.20					
G5EIS	- SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 2						
475	NS0217307 EACH	3028.20					
G5EIIS	- SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 2						
476	NS0202551 EACH	1009.40					
G6AI	- SAME AS 4A W/O EXC. - YEAR 2						
477	NS0202552 EACH	1009.40					
G6AII	- SAME AS 4A W/O EXC. - YEAR 2						
478	NS0202553 EACH	1009.40					
G6BI	- SAME AS 4B W/O EXC. - YEAR 2						
479	NS0202554 EACH	1133.00					
G6BII	- SAME AS 4B W/O EXC. - YEAR 2						
480	NS0202555 EACH	1236.00					
G6CI	- SAME AS 4C W/O EXC. - YEAR 2						
481	NS0202556 EACH	1009.40					
G6CII	- SAME AS 4C W/O EXC. - YEAR 2						
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

482	NS0217308	EACH	1210.25	
G6DI - SERVICE IN OPEN TRENCH, 3"-4", <50' - YEAR 2				
483	NS0217309	EACH	1673.75	
G6DII - SERVICE IN OPEN TRENCH, 3"-4", >50' - YEAR 2				
484	NS0217310	EACH	2085.75	
G6EI - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2				
485	NS0217311	EACH	2472.00	
G6EII - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2				
486	NS0217312	EACH	2729.50	
G6FI - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 2				
487	NS0217313	EACH	2729.50	
G6FII - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 2				
488	NS0217314	EACH	1076.35	
G6AIS - SAME AS 4A W/O EXC. - YEAR 2				
489	NS0217315	EACH	808.55	
G6AIIS - SAME AS 4A W/O EXC. - YEAR 2				
490	NS0202557	EACH	1076.35	
G6BIS - SAME AS 4B W/O EXC. - YEAR 2				
491	NS0202558	EACH	808.55	
G6BIIS - SAME AS 4B W/O EXC. - YEAR 2				
492	NS0202559	EACH	1514.10	
G6CIS - SAME AS 4C W/O EXC. - YEAR 2				
493	NS0202560	EACH	1210.25	
G6CIIS - SAME AS 4C W/O EXC. - YEAR 2				
494	NS0217316	EACH	1611.95	
G6DIS - SERVICE IN OPEN TRENCH, 3"-4", <50' - YEAR 2				
495	NS0217317	EACH	1210.25	
G6DIIS - SERVICE IN OPEN TRENCH, 3"-4", >50' - YEAR 2				
496	NS0217318	EACH	2090.90	
G6EIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2				
497	NS0217319	EACH	1570.75	
G6EIIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 2				
498	NS0217320	EACH	2719.20	
G6FIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 2				
499	NS0217321	EACH	2044.55	
G6FIIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 2				
500	NS0202561	EACH	849.75	
G7A - WITH RESTORATION. - YEAR 2				
501	NS0202562	EACH	635.92	
G7B - W/O RESTORATION. - YEAR 2				
502	NS0202563	EACH	442.90	
GT8AC - 2"-4" CI - YEAR 2				
503	NS0202564	EACH	515.00	
GT8BC - 6"-8" CI - YEAR 2				
504	NS0202565	EACH	643.75	
GT8CC - 10"-12" CI - YEAR 2				
505	NS0202566	EACH	1009.40	
GT8DC - 16"-20" CI - YEAR 2				
506	NS0202567	EACH	721.00	
GT8AS - 2"-4" - YEAR 2				
507	NS0202568	EACH	906.40	
GT8BS - 6"-8" - YEAR 2				
508	NS0202569	EACH	1110.34	
GT8CS - 10"-12" STEEL - YEAR 2				
509	NS0202570	EACH	2575.00	

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

(USD)

Amount

(USD)

GT8DS - 16"-20" STEEL - YEAR 2

510 NS0202571 EACH 298.70

GT8AP - 2"-4" PLASTIC - YEAR 2

511 NS0202572 EACH 401.70

GT8BP - 6"-8" PLASTIC - YEAR 2

512 NS0202573 EACH 1493.50

GT8CP - 10"-12" PLASTIC - YEAR 2

513 NS0202574 EACH 2575.00

GT8E - 24" - 36" MAIN - YEAR 2

514 NS0202575 EACH 827.71

GT9A - 1/2" - 2" - YEAR 2

515 NS0202576 EACH 959.96

GT9B - 3" - 4" - YEAR 2

516 NS0217322 EACH 2523.50

GT9C - 6"-8" - YEAR 2

517 NS0217323 EACH 1034.64

GT9PA - 1/2" - 2" - YEAR 2

518 NS0217324 EACH 1438.40

GT9PB - 3" - 4" - YEAR 2

519 NS0217325 EACH 3785.25

GT9PC - 6"-8" - YEAR 2

520 NS0202577 EACH 206.00

G10A - SAME AS 9A W/O EXC. - YEAR 2

521 NS0202578 EACH 605.64

G10B - SAME AS 9B W/O EXC. - YEAR 2

522 NS0202579 EACH 403.76

G11 - COLD ROLLED BEND - YEAR 2

523 NS0202580 EACH 302.82

G13 - METER/REG. SET (INDOOR) - YEAR 2

524 NS0202581 EACH 253.38

G13R - METER/REG. SET (OUTDOOR) - YEAR 2

525 NS0202582 EACH 100.94

G14 - INSTALL STEEL BUMPER - YEAR 2

526 NS0202583 EACH 757.05

G16A - UP TO 2" IPS - YEAR 2

527 NS0202584 EACH 984.17

G16B - 3" - 4" IPS - YEAR 2

528 NS0202585 EACH 2649.68

G16C - 6"-8" IPS - YEAR 2

529 NS0202586 EACH 984.17

G16PA - UP TO 2" IPS - YEAR 2

530 NS0202587 EACH 1442.00

G16PB - 3" - 4" IPS - YEAR 2

531 NS0202588 EACH 3028.20

G16PC - 6"-8" IPS - YEAR 2

532 NS0202589 LINEAR

FOOT

30.90

G20 - ADD. PIPE WORK - YEAR 2

533 NS0202590 EACH 60.56

G20A - RELOCATE METER SET - YEAR 2

534 NS0202591 EACH 221.45

G23A - 2" - 4" CLAMP - YEAR 2

535 NS0202592 EACH 345.05

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G23B - 6" - 8" CLAMP - YEAR 2

536 NS0202593 EACH 454.23

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

(USD)

Amount

(USD)

G23C - 10"-12" CLAMP - YEAR 2

537 NS0202594 EACH 669.50

G24A - 4"-8" JOINT ENCAPS. - YEAR 2

538 NS0202595 EACH 669.50

G24B - 10"-12" JOINT ENCAPS. - YEAR 2

539 NS0202596 LINEAR

FOOT

108.15

G26A - UP TO 4" - YEAR 2

540 NS0202597 LINEAR

FOOT

193.64

G26B - 6" - 8" - YEAR 2

541 NS0202598 LINEAR

FOOT

206.00

G26C - 10" - 12" - YEAR 2

542 NS0218587 LINEAR

FOOT

211.15

G26D - 16" - YEAR 2

543 NS0202599 LINEAR

FOOT

123.60

G26PA - UP TO 4" - YEAR 2

544 NS0202600 LINEAR

FOOT

206.00

G26PB - 6" - 8" - YEAR 2

545 NS0202601 LINEAR

FOOT

242.05

G26PC - 10" - 12" - YEAR 2

546 NS0217326 LINEAR

FOOT

277.59

G26PD - 16" - YEAR 2

547 NS0202602 LINEAR

FOOT

139.05

G26AS - UP TO 4" - YEAR 2

548 NS0202603 LINEAR

FOOT

247.20

G26BS - 6" - 8" - YEAR 2

549 NS0202604 LINEAR

FOOT

350.20

G26CS - 10" - 12" - YEAR 2

550 NS0202605 LINEAR

FOOT

Contains Confidential Commercial Information

515.00

G26DS - 16"-20" - YEAR 2

551 NS0202606 LINEAR

FOOT

1442.00

G26ES - 24' - 30" - YEAR 2

552 NS0202607 LINEAR

FOOT

176.65

G26PAS - UP TO 4" - YEAR 2

553 NS0202608 LINEAR

FOOT

262.65

G26PBS - 6" - 8" - YEAR 2

554 NS0202609 LINEAR

FOOT

412.00

G26PCS - 10" - 12" - YEAR 2

555 NS0202610 LINEAR 618.00

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

(USD)

Amount

(USD)

FOOT

G26PDS - 16"-20" - YEAR 2

556 NS0202611 LINEAR

FOOT

1648.00

G26PES - 24' - 30" - YEAR 2

557 NS0202612 LINEAR

FOOT

86.52

G26AC - UP TO 4" - YEAR 2

558 NS0202613 LINEAR

FOOT

198.79

G26BC - 6" - 8" - YEAR 2

559 NS0202614 LINEAR

FOOT

293.55

G26CC - 10" - 12" - YEAR 2

560 NS0217327 LINEAR

FOOT

412.00

G26DC - 16" - YEAR 2

561 NS0202615 LINEAR

FOOT

149.35

G26PAC - UP TO 4" - YEAR 2

562 NS0202616 LINEAR

FOOT

178.19

G26PBC - 6" - 8" - YEAR 2

563 NS0202617 LINEAR

FOOT

252.35

G26PCC - 10" - 12" - YEAR 2

564 NS0217328 LINEAR

Contains Confidential Commercial Information

FOOT
422.30
G26PDC - 16" - YEAR 2
565 NS0202624 LINEAR
FOOT
139.05
G26AWK - UP TO 4" - YEAR 2
566 NS0202625 LINEAR
FOOT
189.52
G26BWK - 6" - 8" - YEAR 2
567 NS0202626 LINEAR
FOOT
278.10
G26CWK - 10" - 12" - YEAR 2
568 NS0217329 LINEAR
FOOT
350.20
G26DWK - 16" - YEAR 2
569 NS0202627 LINEAR
FOOT
65.61
G26AE - UP TO 4" - YEAR 2
570 NS0202628 LINEAR
FOOT
92.70
G26BE - 6" - 8" - YEAR 2
571 NS0202629 LINEAR
FOOT
141.11
G26CE - 10" - 12" - YEAR 2
572 NS0217330 LINEAR
FOOT
164.80
G26DE - 16" - YEAR 2
573 NS0202630 LINEAR
FOOT
20.19
Blanket Purchase Agreement 4238469, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
G27AA - UP TO 2" - YEAR 2
574 NS0202631 LINEAR
FOOT
21.63
G27A - 4" - YEAR 2
575 NS0202632 LINEAR
FOOT
41.20
G27B - 6" - 8" - YEAR 2
576 NS0202633 LINEAR
FOOT
80.34
G27C - 12" - YEAR 2
577 NS0202634 LINEAR
FOOT
90.64

Contains Confidential Commercial Information

G27AS - 2" - 4" - YEAR 2
578 NS0202635 LINEAR
FOOT
111.03
G27BS - 6" - 8" - YEAR 2
579 NS0202636 LINEAR
FOOT
151.41
G27CS - 12" - YEAR 2
580 NS0202637 LINEAR
FOOT
40.38
G29A - 1-1/4" NON-PROTECTED - YEAR 2
581 NS0202638 LINEAR
FOOT
41.20
G29B - 2" NON- PROTECTED - YEAR 2
582 NS0202639 LINEAR
FOOT
44.41
G29C - 3" NON-PROTECTED - YEAR 2
583 NS0202640 LINEAR
FOOT
65.61
G29D - 4" NON- PROTECTED - YEAR 2
584 NS0202641 LINEAR
FOOT
68.64
G29E - 6" NON- PROTECTED - YEAR 2
585 NS0202642 LINEAR
FOOT
75.71
G29F - 8" NON- PROTECTED - YEAR 2
586 NS0202643 EACH 1442.00
G19A - 2" - 4" - YEAR 2
587 NS0202644 EACH 1833.40
G19B - 6" - 8" - YEAR 2
588 NS0202645 EACH 2987.00
G19C - 10" - 12" - YEAR 2
589 NS0202646 EACH 3605.00
G19AS - 2" - 4" - YEAR 2
590 NS0202647 EACH 5665.00
G19BS - 6" - 8" - YEAR 2
591 NS0202648 EACH 7210.00
G19CS - 10" - 12" - YEAR 2
592 NS0202649 EACH 10094.00
G19DS - 16" _20" - YEAR 2
593 NS0202650 EACH 20188.00
G19ES - 24" - 30" - YEAR 2
594 NS0202651 EACH 2266.00
GT18A - 2" - 4" - YEAR 2
Blanket Purchase Agreement 4238469, 5
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
595 NS0202652 EACH 3450.50
GT18B - 6" - 8" - YEAR 2
596 NS0202653 EACH 4223.00

Contains Confidential Commercial Information

GT18C - 10" - 12" - YEAR 2
597 NS0202654 EACH 5484.75
GT18AS - 2" - 4" - YEAR 2
598 NS0202655 EACH 6180.00
GT18BS - 6" - 8" - YEAR 2
599 NS0202656 EACH 7725.00
GT18CS - 10" - 12" - YEAR 2
600 NS0202657 EACH 15450.00
GT18DS - 16" - 20" - YEAR 2
601 NS0202658 EACH 30900.00
GT18ES - 24" - 30" - YEAR 2
602 NS0202659 EACH 566.50
GT35A - UP TO 8" - YEAR 2
603 NS0202660 EACH 1442.00
GT35B - 10" - 16" - YEAR 2
604 NS0202661 EACH 3502.00
GT35C - > 16" - YEAR 2
605 NS0202662 EACH 201.88
GT36AA - 2" - 4" SLEEVE - YEAR 2
606 NS0202663 EACH 504.70
GT36AB - 6" - 8" SLEEVE - YEAR 2
607 NS0202664 EACH 1009.40
GT36B - 10" AND ABOVE SLEEVE - YEAR 2
608 NS0202665 EACH 60.56
GT32A - WITH SERVICE - YEAR 2
609 NS0202666 EACH 206.00
GT32B - STAND ALONE - YEAR 2
610 NS0202667 EACH 75.71
GT37A - WITH SERVICE - YEAR 2
611 NS0202668 EACH 176.65
GT37B - STAND ALONE - YEAR 2
612 NS0202669 EACH 151.41
GT38A - WITH SERVICE - YEAR 2
613 NS0202670 EACH 302.82
GT38B - STAND ALONE - YEAR 2
614 NS0202671 EACH 151.41
GT39A - WITH SERVICE - YEAR 2
615 NS0202672 EACH 403.76
GT39B - STAND ALONE - YEAR 2
616 NS0202673 EACH 201.88
GT40A - WITH SERVICE - YEAR 2
617 NS0202674 EACH 605.64
GT40B - STAND ALONE - YEAR 2
618 NS0202675 EACH 252.35
GT41A - WITH SERVICE - YEAR 2
619 NS0202676 EACH 656.11
GT41B - STAND ALONE - YEAR 2
620 NS0202677 EACH 1869.45
G50AI - ASPHALT 2"-4" - YEAR 2
621 NS0202678 EACH 1869.45
G50AII - ASPHALT 6"-8" - YEAR 2
622 NS0202679 EACH 1962.15
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
G50AIII - ASPHALT 10"-12" - YEAR 2
623 NS0202680 EACH 1648.00

Contains Confidential Commercial Information

G50BI - EARTH 2"-4" - YEAR 2
624 NS0202681 EACH 1648.00
G50BII - EARTH 6"-8" - YEAR 2
625 NS0202682 EACH 2060.00
G50BIII - EARTH 10"-12" - YEAR 2
626 NS0202683 EACH 2575.00
G50CI - CONCRETE 2"-4" - YEAR 2
627 NS0202684 EACH 2987.00
G50CII - CONCRETE 6"-8" - YEAR 2
628 NS0202685 EACH 3090.00
G50CIII - CONCRETE 10"-12" - YEAR 2
629 NS0202686 EACH 381.10
GT42A - UP TO 4" PE - YEAR 2
630 NS0202687 EACH 489.25
GT42B - 6" - 8"PE - YEAR 2
631 NS0202688 EACH 566.50
GT42C - 10" - 12" PE - YEAR 2
632 NS0202689 EACH 927.00
GT42D - UP TO 4" - YEAR 2
633 NS0202690 EACH 1802.50
GT42E - 6" - 8" - YEAR 2
634 NS0202691 EACH 2060.00
GT42F - 10" - 12" - YEAR 2
635 NS0202692 CUBIC
YARD
412.00
G43A - ROADWAY (NON-PROTECTED) - YEAR 2
636 NS0202693 CUBIC
YARD
252.35
G43B - EARTH - YEAR 2
637 NS0202694 CUBIC
YARD
458.35
G43PA - ROADWAY (NON-PROTECTED) - YEAR 2
638 NS0202695 EACH 1493.50
G45A - .1 - 4.0 CUBIC YARDS - YEAR 2
639 NS0202696 EACH 3347.50
G45B - 4.1 - 8.0 CUBIC YARDS - YEAR 2
640 NS0202697 EACH 6952.50
G45C - 8.1 - 15.0 CUBIC YARDS - YEAR 2
641 NS0202698 EACH 11330.00
G45D - 15.1 - 25.0 CUBIC YARDS - YEAR 2
642 NS0202699 EACH 1854.00
G45PA - .1 - 4.0 CUBIC YARDS - YEAR 2
643 NS0202700 EACH 5150.00
G45PB - 4.1 - 8.0 CUBIC YARDS - YEAR 2
644 NS0202701 EACH 8755.00
G45PC - 8.1 - 15.0 CUBIC YARDS - YEAR 2
645 NS0202702 EACH 14420.00
G45PD - 15.1 - 25.0 CUBIC YARDS - YEAR 2
646 NS0202703 CUBIC
YARD
525.30
T50 - ROCK - YEAR 2
647 NS0202704 CUBIC
YARD
365.65
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Contains Confidential Commercial Information

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

(USD)

Amount

(USD)

T53 - BREAK, REMOVE AND DISPOSE OF INTACT MASONRY (REMOVAL OF ABAN - YEAR 2

648 NS0202705 CUBIC

YARD

824.00

T54 - BREAK, REMOVE AND DISPOSE OF DUCT ENCLOSURES, ENCASEMENTS, W - YEAR 2

649 NS0202706 CUBIC

YARD

605.64

T55 - BREAK, REMOVE AND DISPOSE OF CONCRETE AND MASONRY IN CAR OR - YEAR 2

650 NS0202707 CUBIC

YARD

302.82

T56 - BREAK OUT REMOVE AND DISPOSE CONCRETE ENCASED STEEL PIPE. - YEAR 2

651 NS0202708 SQUARE

FOOT

6.06

T101 - FURNISH, INSTALL AND REMOVE SOLID SHEETING. - YEAR 2

652 NS0202709 SQUARE

FOOT

4.04

T102 - PLYWOOD SHEETING - YEAR 2

653 NS0202710 SQUARE

FOOT

5.05

T110 - FURNISH, PLACE, SECURE, MAINTAIN, PROTECT AND REMOVE STEEL P - YEAR 2

654 NS0202711 SQUARE

FOOT

8.08

T112 - SAME AS ITEM T110 EXCEPT PLATES MUST BE STRAP WELDED. - YEAR 2

655 NS0202712 SQUARE

FOOT

18.17

T113 - STRAPWELDBEAMSPLATES - YEAR 2

656 NS0202713 SQUARE

FOOT

17.51

60 - NO. T113 (RECESSED) - YEAR 2

657 NS0202714 SQUARE

FOOT

7.07

T114 - PLATERENTALMAINT. - YEAR 2

658 NS0202715 EACH 100.94

T80 - TEST EXISTING FACS - YEAR 2

659 NS0202716 LINEAR

FOOT

41.20

T70 - CUT, REMOVE AND DISPOSE OF ABANDONED ELECTRICAL STEEL CONDUI - YEAR 2

660 NS0202717 LINEAR

FOOT

65.61

T70A - SAMEAST708INPIPE - YEAR 2

661 NS0202718 LINEAR

FOOT

82.40

T70B - LIKET70PIPE>16IN - YEAR 2

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662 NS0202719 EACH 731.30
GT31A - 2" AND LESS - YEAR 2

663 NS0202720 EACH 1133.00
GT31B - 3" - 4" - YEAR 2

664 NS0202721 EACH 1751.00
GT31C - 6" - 8" - YEAR 2

665 NS0202722 EACH 4037.60
GT31D - 10" TO 12 " - YEAR 2

666 NS0217331 EACH 1135.58
GT31AS - 2" AND LESS - YEAR 2

667 NS0217332 EACH 1816.92
GT31BS - 3" - 4" - YEAR 2

668 NS0217333 EACH 2725.38
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

GT31CS - 6" - 8" - YEAR 2

669 NS0217334 EACH 5047.00

GT31DS - 10" TO 12 " - YEAR 2

670 NS0202723 EACH 1622.25

GT31STA - 2" AND LESS - YEAR 2

671 NS0202724 EACH 2049.70

GT31STB - 3" - 4" - YEAR 2

672 NS0202725 EACH 3131.20

GT31STC - 6" - 8" - YEAR 2

673 NS0202726 EACH 3862.50

GT31STD - 10" TO 12" - YEAR 2

674 NS0217335 EACH 2575.00

GT31PSTA - 2" AND LESS - YEAR 2

675 NS0217336 EACH 2422.56

GT31PSTB - 3" - 4" - YEAR 2

676 NS0217337 EACH 4037.60

GT31PSTC - 6" - 8" - YEAR 2

677 NS0217338 EACH 5551.70

GT31PSTD - 10" TO 12" - YEAR 2

678 NS0217339 EACH 2298.40

GT31PSTAS - 2" AND LESS - YEAR 2

679 NS0217340 EACH 2785.94

GT31PSTBS - 3" - 4" - YEAR 2

680 NS0217341 EACH 4643.24

GT31PSTCS - 6" - 8" - YEAR 2

681 NS0217342 EACH 6384.46

GT31PSTDS - 10" TO 12" - YEAR 2

682 NS0202739 HOUR 107.46

T301 - LABORER/DRILLRUNNER - YEAR 2

683 NS0202740 HOUR 31.03

T301WD - T301WKDNDIFFRL - YEAR 2

684 NS0202741 HOUR 20.32

T301D - LABORER/DRILLRUNNER O/T DIF - YEAR 2

685 NS0202742 HOUR 107.46

T301A - FLAG PERSON W/ TOOLS - YEAR 2

686 NS0202743 HOUR 31.03

T301AWD - T301AOVERTIMEDIFFRL - YEAR 2

687 NS0202744 HOUR 20.32

T301AD - FLGPERSONOTDIFFERENT - YEAR 2

688 NS0202745 HOUR 118.21

T302 - LAB FOREMAN W/TRUCK - YEAR 2

Contains Confidential Commercial Information

689 NS0202746 HOUR 40.93
T302WD - T302WKDNDIFFRL - YEAR 2
690 NS0202747 HOUR 21.69
T302D - LAB FOREMAN W/TRUCK O/T DIFF - YEAR 2
691 NS0202748 HOUR 149.35
T303 - TEAMSTER W/ DUMP TRUCK - YEAR 2
692 NS0202749 HOUR 22.59
T303ND - TEAMSTER,W/DUMPTRUCK NGT DIF - YEAR 2
693 NS0202750 HOUR 33.53
T303WD - T303WKDNDIFFRL - YEAR 2
694 NS0202751 HOUR 42.39
T303D - TEAMSTER,W/DUMPTRUCK O/T DIFF - YEAR 2
695 NS0202752 HOUR 21.91
T304 - TRUCK W/ COMPRESSOR - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
696 NS0202753 HOUR 120.32
T304M - ITEM 304 W/ COMPRE ENGR - YEAR 2
697 NS0202754 HOUR 52.11
T304MND - T304 W /NIGHT DIFF - YEAR 2
698 NS0202755 HOUR 65.92
T304MWD - COMPR/JHAMMERWKNDIFF - YEAR 2
699 NS0202756 HOUR 65.92
T304MD - T304 W/ OT DIFF - YEAR 2
700 NS0202757 HOUR 181.69
T305 - OPERATING ENGINEER W/ BACKHOE - YEAR 2
701 NS0202758 HOUR 39.23
T305ND - OPENG W/BACKHOE NGT DIFF - YEAR 2
702 NS0202759 HOUR 82.40
T305WD - T305WKDNDIFFRL - YEAR 2
703 NS0202760 HOUR 82.40
T305D - OPENG W/BACKHOE O/T DIFF - YEAR 2
704 NS0202761 HOUR 181.69
T305A - OPERENGR WELDER - YEAR 2
705 NS0202762 HOUR 43.60
T305AND - T305A W/ NGTDIFF - YEAR 2
706 NS0202763 HOUR 90.64
T305AWD - YEAR 2
707 NS0202764 HOUR 100.94
T305AD - T305A W/ OT DIFF - YEAR 2
708 NS0202765 HOUR 144.04
T305B - OPER ENGR MAINT MAN - YEAR 2
709 NS0202766 HOUR 100.94
T305BND - T305B W/ NGT DIFF - YEAR 2
710 NS0202767 HOUR 90.64
T305BWD - YEAR 2
711 NS0202768 HOUR 90.64
T305BD - T305B W/ OT DIFF - YEAR 2
712 NS0202769 HOUR 144.20
T306 -TIMBERMAN / TOOLS / TRAN - YEAR 2
713 NS0202770 HOUR 14.65
T306ND - T306 W/ NGT DIFF - YEAR 2
714 NS0202771 HOUR 35.18
T306WD - T306WKDNDIFFRL - YEAR 2
715 NS0202772 HOUR 23.35
T306D - T306 W/ OT DIFF - YEAR 2

Contains Confidential Commercial Information

716 NS0202773 EACH 1957.00
T211A - MOBILIZATION - EXCAVATION CREW - YEAR 2
717 NS0202774 EACH 1211.28
T211B - MOBILIZATION - LIVE GAS CREW - YEAR 2
718 NS0202775 EACH 2497.75
T215A - EMERGENCY MOBILIZATION, EXC CREW - YEAR 2
719 NS0202776 EACH 1917.86
T215B - EMERGENCY MOBILIZATION, LIVE GAS CREW - YEAR 2
720 NS0202777 CUBIC
YARD
504.70
T2 - STREET SURFACE - YEAR 2
721 NS0202778 CUBIC
YARD
555.17
T7R - PLAIN CONCRETE SIDEWALK / DRIVEWAY - YEAR 2
722 NS0202779 LINEAR 6.56
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FOOT
T33 - SAW CUTTING - YEAR 2
723 NS0202780 LINEAR
FOOT
85.80
T33A - SAW CUTTING - YEAR 2
724 NS0202781 LINEAR
FOOT
85.80
T33B - SAW CUTTING - YEAR 2
725 NS0202782 LINEAR
FOOT
85.80
T34 - SAW CUTTING - YEAR 2
726 NS0202783 CUBIC
YARD
302.82
T31 - STREET BASE - YEAR 2
727 NS0202784 CUBIC
YARD
217.02
T32 - FURNISH CONCRETE - YEAR 2
728 NS0202785 CUBIC
YARD
681.35
T2AI - SPECIAL CARE EXCAVATION - YEAR 2
729 NS0202786 CUBIC
YARD
302.82
T42 - SPECIAL HAND EXCAVATION - YEAR 2
730 NS0202787 CUBIC
YARD
1426.55
400 - WEARING COURSE - YEAR 2
731 NS0202788 CUBIC
YARD
1673.75

Contains Confidential Commercial Information

401 - WEARING COURSE W/ REMOVAL - YEAR 2
732 NS0202789 EACH 504.70
T170 - REGRADE VALVE BOX - YEAR 2
733 NS0202790 CUBIC
YARD
463.50
T30 - TEMPORARY MACADEM - YEAR 2
734 NS0202791 EACH 1030.00
GT76 - WELD 3"-4" TAPPING TEE ON MAIN - YEAR 2
735 NS0202792 EACH 1715.98
GT77 - WELD 6"-8" TAPPING TEE ON MAIN - YEAR 2
736 NS0202793 EACH 2420.50
GT78 - WELD 3"-4" TAPPING TEE ON SLEEVE - YEAR 2
737 NS0202794 EACH 2729.50
GT79 - WELD 6"-8" TAPPING TEE ON SLEEVE - YEAR 2
738 NS0202795 LINEAR
FOOT
515.00
GT89A - GRIND RAZOR BACK STYLE RIBS - YEAR 2
739 NS0202796 LINEAR
FOOT
257.50
GT89B - GRIND SPIRAL STYLE RIBS - YEAR 2
740 NS0202797 EACH 403.76
GT90A - WELDS UP TO 4" - YEAR 2
741 NS0202798 EACH 706.58
GT90B - WELDS 6"-8" - YEAR 2
742 NS0202799 EACH 1312.22
GT90C - WELDS 12"-16" - YEAR 2
743 NS0202800 EACH 3028.20
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
GT90D - WELDS 20" AND GREATER - YEAR 2
744 NS0202801 EACH 110.21
GT91A - FUSES UP TO 4" - YEAR 2
745 NS0202802 EACH 386.25
GT91B - FUSES 6"-8" - YEAR 2
746 NS0202803 EACH 504.70
GT91C - FUSES 12"-16" - YEAR 2
747 NS0202804 LINEAR
FOOT
302.82
GT92 - COAL TAR REMOVAL - YEAR 2
748 NS0202805 CUBIC
YARD
50.47
GT94 - BACKFILL - YEAR 2
749 NS0217343 EACH 3038.50
G18 - ADDNBYPASMAINSERV - YEAR 2
750 NS0216426 LINEAR
FOOT
4.12
424 - LINE STRIPPING (UP TO 6" WIDE) - YEAR 2
751 NS0216427 LINEAR
FOOT
6.18

Contains Confidential Commercial Information

425 - LINE STRIPPING (GREATER THAN 6" WIDE) - YEAR 2

752 NS0202806 LINEAR

FOOT

89.25

G1AI - INSTALL 1.25"-2", <50' - YEAR 3

753 NS0202807 LINEAR

FOOT

82.32

G1AII - INSTALL 1.25"-2", >50' - YEAR 3

754 NS0202808 LINEAR

FOOT

127.05

G1BI - INSTALL 3"-4", <50' - YEAR 3

755 NS0202809 LINEAR

FOOT

112.35

G1BII - INSTALL 3"-4", >50' - YEAR 3

756 NS0202810 LINEAR

FOOT

168.00

G1CI - INSTALL 6"-8", <50' - YEAR 3

757 NS0202811 LINEAR

FOOT

136.50

G1CII - INSTALL 6"-8", >50' - YEAR 3

758 NS0202812 LINEAR

FOOT

225.75

G1DI - INSTALL 10"-12", <50' - YEAR 3

759 NS0202813 LINEAR

FOOT

210.00

G1DII - INSTALL 10"-12", >50' - YEAR 3

760 NS0217344 LINEAR

FOOT

111.30

GP1AI - INSTALL 1.25"-2", <50' - YEAR 3

761 NS0217345 LINEAR

FOOT

95.70

GP1AII - INSTALL 1.25"-2", >50' - YEAR 3

762 NS0217346 LINEAR

FOOT

152.25

GP1BI - INSTALL 3"-4", <50' - YEAR 3

763 NS0217347 LINEAR 117.60

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(USD)

Amount

(USD)

FOOT

GP1BII - INSTALL 3"-4", >50' - YEAR 3

764 NS0217348 LINEAR

FOOT

136.50

GP1CI - INSTALL 6"-8", <50' - YEAR 3

765 NS0217349 LINEAR

FOOT

Contains Confidential Commercial Information

124.95
GP1CII - INSTALL 6"-8", >50' - YEAR 3
766 NS0217350 LINEAR
FOOT
262.50
GP1DI - INSTALL 10"-12", <50' - YEAR 3
767 NS0217351 LINEAR
FOOT
210.00
GP1DII - INSTALL 10"-12", >50' - YEAR 3
768 NS0217352 LINEAR
FOOT
98.78
GP1AIS - INSTALL 1.25"-2", <50' - YEAR 3
769 NS0217353 LINEAR
FOOT
80.26
GP1AIIS - INSTALL 1.25"-2", >50' - YEAR 3
770 NS0217354 LINEAR
FOOT
131.25
GP1BIS - INSTALL 3"-4", <50' - YEAR 3
771 NS0217355 LINEAR
FOOT
133.35
GP1BIIS - INSTALL 3"-4", >50' - YEAR 3
772 NS0217356 LINEAR
FOOT
183.75
GP1CIS - INSTALL 6"-8", <50' - YEAR 3
773 NS0217357 LINEAR
FOOT
157.50
GP1CIIS - INSTALL 6"-8", >50' - YEAR 3
774 NS0217358 LINEAR
FOOT
315.00
GP1DIS - INSTALL 10"-12", <50' - YEAR 3
775 NS0217359 LINEAR
FOOT
262.50
GP1DIIS - INSTALL 10"-12", >50' - YEAR 3
776 NS0217352 LINEAR
FOOT
128.98
GP1AIS - INSTALL 1.25"-2", <50' - YEAR 3
777 NS0217353 LINEAR
FOOT
110.05
GP1AIIS - INSTALL 1.25"-2", >50' - YEAR 3
778 NS0217354 LINEAR
FOOT
131.25
GP1BIS - INSTALL 3"-4", <50' - YEAR 3
779 NS0217355 LINEAR
FOOT
157.50
GP1BIIS - INSTALL 3"-4", >50' - YEAR 3
780 NS0217356 LINEAR

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FOOT

282.82

GP1CIS - INSTALL 6"-8", <50' - YEAR 3

781 NS0217357 LINEAR

FOOT

216.55

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

(USD)

Amount

(USD)

GP1CIIS - INSTALL 6"-8", >50' - YEAR 3

782 NS0217358 LINEAR

FOOT

402.34

GP1DIS - INSTALL 10"-12", <50' - YEAR 3

783 NS0217359 LINEAR

FOOT

257.25

GP1DIIS - INSTALL 10"-12", >50' - YEAR 3

784 NS0202838 LINEAR

FOOT

89.25

G2AI - INSTALL 1"-2", <50' - YEAR 3

785 NS0202839 LINEAR

FOOT

74.87

G2AII - INSTALL 1"-2", >50' - YEAR 3

786 NS0202840 LINEAR

FOOT

126.00

G2BI - INSTALL 3"-4", <50' - YEAR 3

787 NS0202841 LINEAR

FOOT

120.75

G2BII - INSTALL 3"-4", >50' - YEAR 3

788 NS0218588 LINEAR

FOOT

282.45

G2CI - INSTALL 6"-8", <50' - YEAR 3

789 NS0218589 LINEAR

FOOT

157.50

G2CII - INSTALL 6"-8", >50' - YEAR 3

790 NS0202842 LINEAR

FOOT

126.00

G2PAI - INSTALL 1"-2", <50' - YEAR 3

791 NS0202843 LINEAR

FOOT

115.50

G2PAII - INSTALL 1"-2", >50' - YEAR 3

792 NS0202844 LINEAR

FOOT

222.60

G2PBI - INSTALL 3"-4", <50' - YEAR 3

793 NS0202845 LINEAR

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FOOT

183.75

G2PBII - INSTALL 3"-4", >50' - YEAR 3

794 NS0202854 EACH 1382.98

G1JI - 1.25" - 2" =<20' - YEAR 3

795 NS0202855 EACH 1139.25

G1KI - 3" - 4" =<20' - YEAR 3

796 NS0202856 EACH 2835.00

G1LI - 6" - 8" =<20' - YEAR 3

797 NS0202857 EACH 2140.32

G1MI - 10" - 12" =<20' - YEAR 3

798 NS0202858 EACH 1589.81

G1JIS - 1.25" - 2" =<20' - YEAR 3

799 NS0202859 EACH 1288.31

G1KIS - 3" - 4" =<20' - YEAR 3

800 NS0202860 EACH 3408.05

G1LIS - 6" - 8" =<20' - YEAR 3

801 NS0202861 EACH 2461.37

G1MIS - 10" - 12" =<20' - YEAR 3

802 NS0202866 EACH 2100.00

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

(USD)

Amount

(USD)

G3AI - INSERT 1"-1.25", < 50' - YEAR 3

803 NS0202867 EACH 2205.00

G3AII - INSERT 1"-1.25", > 50' - YEAR 3

804 NS0202868 EACH 2625.00

G3BI - INSERT 2", < 50' - YEAR 3

805 NS0202869 EACH 3097.50

G3BII - INSERT 2", > 50' - YEAR 3

806 NS0202870 EACH 4540.54

G3CI - INSERT 3"-4", < 50' - YEAR 3

807 NS0202871 EACH 4811.51

G3CII - INSERT 3"-4", > 50' - YEAR 3

808 NS0202872 EACH 2887.50

G3PAI - INSERT 1"-1.25", < 50' - YEAR 3

809 NS0202873 EACH 2992.50

G3PAII - INSERT 1"-1.25", > 50' - YEAR 3

810 NS0202874 EACH 2887.50

G3PBI - INSERT 2", < 50' - YEAR 3

811 NS0202875 EACH 2992.50

G3PBII - INSERT 2", > 50' - YEAR 3

812 NS0202876 EACH 4833.80

G3PCI - INSERT 3"-4", < 50' - YEAR 3

813 NS0202877 EACH 4725.00

G3PCII - INSERT 3"-4", > 50' - YEAR 3

814 NS0202883 EACH 2520.00

G3KI - 2" =<20' - YEAR 3

815 NS0202884 EACH 3584.63

G3LI - 3" - 4" =<20' - YEAR 3

816 NS0202885 EACH 2205.00

G4AI - INSERT 1/2", <50' - YEAR 3

817 NS0202886 EACH 2415.00

G4AII - INSERT 1/2", >50' - YEAR 3

818 NS0202887 EACH 2835.00

G4BI - INSERT 1"-1.25", < 50' - YEAR 3

819 NS0202888 EACH 2887.50

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G4BII - INSERT 1"-1.25", > 50' - YEAR 3

820 NS0202889 EACH 4200.00

G4CI - INSERT 2", <50' - YEAR 3

821 NS0202890 EACH 4200.00

G4CII - INSERT 2", >50' - YEAR 3

822 NS0202891 EACH 2520.00

G4PAI - INSERT 1/2", <50' - YEAR 3

823 NS0202892 EACH 2982.00

G4PAII - INSERT 1/2", >50' - YEAR 3

824 NS0202893 EACH 3150.00

G4PBI - INSERT 1"-1.25", < 50' - YEAR 3

825 NS0202894 EACH 3360.00

G4PBII - INSERT 1"-1.25", > 50' - YEAR 3

826 NS0202895 EACH 4830.00

G4PCI - INSERT 2", <50' - YEAR 3

827 NS0202896 EACH 4725.00

G4PCII - INSERT 2", >50' - YEAR 3

828 NS0202902 EACH 3379.09

G4EI - INSERT 1"-1.25", < 50' - YEAR 3

829 NS0202903 EACH 3610.14

G4EII - INSERT 1"-1.25", > 50' - YEAR 3

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

Amount

(USD)

830 NS0202906 EACH 2940.00

G4PEI - INSERT 1"-1.25", < 50' - YEAR 3

831 NS0202907 EACH 2624.13

G4PEII - INSERT 1"-1.25", > 50' - YEAR 3

832 NS0202909 EACH 1050.00

G5AII - SAME AS 3A W/O EXC. - YEAR 3

833 NS0202910 EACH 1470.00

G5BI - SAME AS 3B W/O EXC. - YEAR 3

834 NS0202911 EACH 1785.00

G5BII - SAME AS 3B W/O EXC. - YEAR 3

835 NS0202912 EACH 1638.00

G5CI - SAME AS 3C W/O EXC. - YEAR 3

836 NS0202913 EACH 1233.75

G5CII - SAME AS 3C W/O EXC. - YEAR 3

837 NS0217360 EACH 2572.50

G5DI - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3

838 NS0217361 EACH 2572.50

G5DII - SERVICE IN OPEN TRENCH, 6"-8", >50' - YEAR 3

839 NS0217362 EACH 2782.50

G5EI - SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 3

840 NS0217363 EACH 2079.00

G5EII - SERVICE IN OPEN TRENCH, 10"-12'", <50' - YEAR 3

841 NS0202914 EACH 1543.50

G5AIS - SAME AS 3A W/O EXC. - YEAR 3

842 NS0202915 EACH 1543.50

G5AIIS - SAME AS 3A W/O EXC. - YEAR 3

843 NS0202916 EACH 1543.50

G5BIS - SAME AS 3B W/O EXC. - YEAR 3

844 NS0202917 EACH 1543.50

G5BIIS - SAME AS 3B W/O EXC. - YEAR 3

845 NS0202918 EACH 1543.50

G5CIS - SAME AS 3C W/O EXC. - YEAR 3

846 NS0202919 EACH 1543.50

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G5CIIS - SAME AS 3C W/O EXC. - YEAR 3
847 NS0217364 EACH 2572.50
G5DIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3
848 NS0217365 EACH 2572.50
G5DIIS - SERVICE IN OPEN TRENCH, 6"-8", >50' - YEAR 3
849 NS0217366 EACH 3087.00
G5EIS - SERVICE IN OPEN TRENCH, 10"-12"', <50' - YEAR 3
850 NS0217367 EACH 3087.00
G5EIIS - SERVICE IN OPEN TRENCH, 10"-12"', <50' - YEAR 3
851 NS0202920 EACH 1029.00
G6AI - SAME AS 4A W/O EXC. - YEAR 3
852 NS0202921 EACH 1029.00
G6AII - SAME AS 4A W/O EXC. - YEAR 3
853 NS0202922 EACH 1029.00
G6BI - SAME AS 4B W/O EXC. - YEAR 3
854 NS0202923 EACH 1155.00
G6BII - SAME AS 4B W/O EXC. - YEAR 3
855 NS0202924 EACH 1260.00
G6CI - SAME AS 4C W/O EXC. - YEAR 3
856 NS0202925 EACH 1029.00
G6CII - SAME AS 4C W/O EXC. - YEAR 3
857 NS0217368 EACH 1233.75
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
G6DI - SERVICE IN OPEN TRENCH, 3"-4", <50' - YEAR 3
858 NS0217369 EACH 1706.25
G6DII - SERVICE IN OPEN TRENCH, 3"-4", >50' - YEAR 3
859 NS0217370 EACH 2126.25
G6EI - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3
860 NS0217371 EACH 2520.00
G6EII - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3
861 NS0217372 EACH 2782.50
G6FI - SERVICE IN OPEN TRENCH, 10"-12"', <50' - YEAR 3
862 NS0217373 EACH 2782.50
G6FII - SERVICE IN OPEN TRENCH, 10"-12"', <50' - YEAR 3
863 NS0217374 EACH 1097.25
G6AIS - SAME AS 4A W/O EXC. - YEAR 3
864 NS0217375 EACH 824.25
G6AIIS - SAME AS 4A W/O EXC. - YEAR 3
865 NS0202926 EACH 1097.25
G6BIS - SAME AS 4B W/O EXC. - YEAR 3
866 NS0202927 EACH 824.25
G6BIIS - SAME AS 4B W/O EXC. - YEAR 3
867 NS0202928 EACH 1543.50
G6CIS - SAME AS 4C W/O EXC. - YEAR 3
868 NS0202929 EACH 1233.75
G6CIIS - SAME AS 4C W/O EXC. - YEAR 3
869 NS0217376 EACH 1643.25
G6DIS - SERVICE IN OPEN TRENCH, 3"-4", <50' - YEAR 3
870 NS0217377 EACH 1233.75
G6DIIS - SERVICE IN OPEN TRENCH, 3"-4", >50' - YEAR 3
871 NS0217378 EACH 2131.50
G6EIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3
872 NS0217379 EACH 1601.25
G6EIIS - SERVICE IN OPEN TRENCH, 6"-8", <50' - YEAR 3
873 NS0217380 EACH 2772.00

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G6FIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 3
874 NS0217381 EACH 2084.25
G6FIIS - SERVICE IN OPEN TRENCH, 10"-12", <50' - YEAR 3
875 NS0202930 EACH 866.25
G7A - WITH RESTORATION. - YEAR 3
876 NS0202931 EACH 648.27
G7B - W/O RESTORATION. - YEAR 3
877 NS0202932 EACH 451.50
GT8AC - 2"-4" CI - YEAR 3
878 NS0202933 EACH 525.00
GT8BC - 6"-8" CI - YEAR 3
879 NS0202934 EACH 656.25
GT8CC - 10"-12" CI - YEAR 3
880 NS0202935 EACH 1029.00
GT8DC - 16"-20" CI - YEAR 3
881 NS0202936 EACH 735.00
GT8AS - 2"-4" - YEAR 3
882 NS0202937 EACH 924.00
GT8BS - 6"-8" - YEAR 3
883 NS0202938 EACH 1131.90
GT8CS - 10"-12" STEEL - YEAR 3
884 NS0202939 EACH 2625.00
GT8DS - 16"-20" STEEL - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
885 NS0202940 EACH 304.50
GT8AP - 2"-4" PLASTIC - YEAR 3
886 NS0202941 EACH 409.50
GT8BP - 6"-8" PLASTIC - YEAR 3
887 NS0202942 EACH 1522.50
GT8CP - 10"-12" PLASTIC - YEAR 3
888 NS0202943 EACH 2625.00
GT8E - 24" - 36" MAIN - YEAR 3
889 NS0202944 EACH 843.78
GT9A - 1/2" - 2" - YEAR 3
890 NS0202945 EACH 978.60
GT9B - 3" - 4" - YEAR 3
891 NS0217382 EACH 2572.50
GT9C - 6"-8" - YEAR 3
892 NS0217383 EACH 1054.73
GT9PA - 1/2" - 2" - YEAR 3
893 NS0217384 EACH 1466.33
GT9PB - 3" - 4" - YEAR 3
894 NS0217385 EACH 3858.75
GT9PC - 6"-8" - YEAR 3
895 NS0202946 EACH 210.00
G10A - SAME AS 9A W/O EXC. - YEAR 3
896 NS0202947 EACH 617.40
G10B - SAME AS 9B W/O EXC. - YEAR 3
897 NS0202948 EACH 411.60
G11 - COLD ROLLED BEND - YEAR 3
898 NS0202949 EACH 308.70
G13 - METER/REG. SET (INDOOR) - YEAR 3
899 NS0202950 EACH 258.30
G13R - METER/REG. SET (OUTDOOR) - YEAR 3
900 NS0202951 EACH 102.90

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G14 - INSTALL STEEL BUMPER - YEAR 3
901 NS0202952 EACH 771.75
G16A - UP TO 2" IPS - YEAR 3
902 NS0202953 EACH 1003.28
G16B - 3" - 4" IPS - YEAR 3
903 NS0202954 EACH 2701.13
G16C - 6"-8" IPS - YEAR 3
904 NS0202955 EACH 1003.28
G16PA - UP TO 2" IPS - YEAR 3
905 NS0202956 EACH 1470.00
G16PB - 3" - 4" IPS - YEAR 3
906 NS0202957 EACH 3087.00
G16PC - 6"-8" IPS - YEAR 3
907 NS0202958 LINEAR
FOOT
31.50
G20 - ADD. PIPE WORK - YEAR 3
908 NS0202959 EACH 61.74
G20A - RELOCATE METER SET - YEAR 3
909 NS0202960 EACH 225.75
G23A - 2"- 4" CLAMP - YEAR 3
910 NS0202961 EACH 351.75
G23B - 6"- 8" CLAMP - YEAR 3
911 NS0202962 EACH 463.05
G23C - 10"-12" CLAMP - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
912 NS0202963 EACH 682.50
G24A - 4"-8" JOINT ENCAPS. - YEAR 3
913 NS0202964 EACH 682.50
G24B - 10"-12" JOINT ENCAPS. - YEAR 3
914 NS0202965 LINEAR
FOOT
110.25
G26A - UP TO 4" - YEAR 3
915 NS0202966 LINEAR
FOOT
197.40
G26B - 6" - 8" - YEAR 3
916 NS0202967 LINEAR
FOOT
210.00
G26C - 10" - 12" - YEAR 3
917 NS0218590 LINEAR
FOOT
215.25
G26D - 16" - YEAR 3
918 NS0202968 LINEAR
FOOT
126.00
G26PA - UP TO 4" - YEAR 3
919 NS0202969 LINEAR
FOOT
210.00
G26PB - 6" - 8" - YEAR 3

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920 NS0202970 LINEAR

FOOT

246.75

G26PC - 10" - 12" - YEAR 3

921 NS0217386 LINEAR

FOOT

282.98

G26PD - 16" - YEAR 3

922 NS0202971 LINEAR

FOOT

141.75

G26AS - UP TO 4" - YEAR 3

923 NS0202972 LINEAR

FOOT

252.00

G26BS - 6" - 8" - YEAR 3

924 NS0202973 LINEAR

FOOT

357.00

G26CS - 10" - 12" - YEAR 3

925 NS0202974 LINEAR

FOOT

525.00

G26DS - 16"-20" - YEAR 3

926 NS0202975 LINEAR

FOOT

1470.00

G26ES - 24' - 30" - YEAR 3

927 NS0202976 LINEAR

FOOT

180.08

G26PAS - UP TO 4" - YEAR 3

928 NS0202977 LINEAR

FOOT

267.75

G26PBS - 6" - 8" - YEAR 3

929 NS0202978 LINEAR

FOOT

420.00

G26PCS - 10" - 12" - YEAR 3

930 NS0202979 LINEAR

FOOT

630.00

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

(USD)

Amount

(USD)

G26PDS - 16"-20" - YEAR 3

931 NS0202980 LINEAR

FOOT

1680.00

G26PES - 24' - 30" - YEAR 3

932 NS0202981 LINEAR

FOOT

88.20

G26AC - UP TO 4" - YEAR 3

933 NS0202982 LINEAR

FOOT

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202.65
G26BC - 6" - 8" - YEAR 3
934 NS0202983 LINEAR
FOOT
299.25
G26CC - 10" - 12" - YEAR 3
935 NS0217387 LINEAR
FOOT
420.00
G26DC - 16" - YEAR 3
936 NS0202984 LINEAR
FOOT
152.25
G26PAC - UP TO 4" - YEAR 3
937 NS0202985 LINEAR
FOOT
181.65
G26PBC - 6" - 8" - YEAR 3
938 NS0202986 LINEAR
FOOT
257.25
G26PCC - 10" - 12" - YEAR 3
939 NS0217388 LINEAR
FOOT
430.50
G26PDC - 16" - YEAR 3
940 NS0202993 LINEAR
FOOT
141.75
G26AWK - UP TO 4" - YEAR 3
941 NS0202994 LINEAR
FOOT
193.20
G26BWK - 6" - 8" - YEAR 3
942 NS0202995 LINEAR
FOOT
283.50
G26CWK - 10" - 12" - YEAR 3
943 NS0217389 LINEAR
FOOT
357.00
G26DWK - 16" - YEAR 3
944 NS0202996 LINEAR
FOOT
66.89
G26AE - UP TO 4" - YEAR 3
945 NS0202997 LINEAR
FOOT
94.50
G26BE - 6" - 8" - YEAR 3
946 NS0202998 LINEAR
FOOT
143.85
G26CE - 10" - 12" - YEAR 3
947 NS0217390 LINEAR
FOOT
168.00
G26DE - 16" - YEAR 3
948 NS0202999 LINEAR

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FOOT

20.58

G27AA - UP TO 2" - YEAR 3

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

Amount

(USD)

949 NS0203000 LINEAR

FOOT

22.05

G27A - 4" - YEAR 3

950 NS0203001 LINEAR

FOOT

42.00

G27B - 6" - 8" - YEAR 3

951 NS0203002 LINEAR

FOOT

81.90

G27C - 12" - YEAR 3

952 NS0203003 LINEAR

FOOT

92.40

G27AS - 2" - 4" - YEAR 3

953 NS0203004 LINEAR

FOOT

113.19

G27BS - 6" - 8" - YEAR 3

954 NS0203005 LINEAR

FOOT

154.35

G27CS - 12" - YEAR 3

955 NS0203006 LINEAR

FOOT

41.16

G29A - 1-1/4" NON-PROTECTED - YEAR 3

956 NS0203007 LINEAR

FOOT

42.00

G29B - 2" NON- PROTECTED - YEAR 3

957 NS0203008 LINEAR

FOOT

45.28

G29C - 3" NON-PROTECTED - YEAR 3

958 NS0203009 LINEAR

FOOT

66.89

G29D - 4" NON- PROTECTED - YEAR 3

959 NS0203010 LINEAR

FOOT

69.97

G29E - 6" NON- PROTECTED - YEAR 3

960 NS0203011 LINEAR

FOOT

77.18

G29F - 8" NON- PROTECTED - YEAR 3

961 NS0203012 EACH 1470.00

G19A - 2" - 4" - YEAR 3

962 NS0203013 EACH 1869.00

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G19B - 6" - 8" - YEAR 3
963 NS0203014 EACH 3045.00
G19C - 10" - 12" - YEAR 3
964 NS0203015 EACH 3675.00
G19AS - 2" - 4" - YEAR 3
965 NS0203016 EACH 5775.00
G19BS - 6" - 8" - YEAR 3
966 NS0203017 EACH 7350.00
G19CS - 10" - 12" - YEAR 3
967 NS0203018 EACH 10290.00
G19DS - 16" - 20" - YEAR 3
968 NS0203019 EACH 20580.00
G19ES - 24" - 30" - YEAR 3
969 NS0203020 EACH 2310.00
GT18A - 2" - 4" - YEAR 3
970 NS0203021 EACH 3517.50

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

Amount

(USD)

GT18B - 6" - 8" - YEAR 3
971 NS0203022 EACH 4305.00
GT18C - 10" - 12" - YEAR 3
972 NS0203023 EACH 5591.25
GT18AS - 2" - 4" - YEAR 3
973 NS0203024 EACH 6300.00
GT18BS - 6" - 8" - YEAR 3
974 NS0203025 EACH 7875.00
GT18CS - 10" - 12" - YEAR 3
975 NS0203026 EACH 15750.00
GT18DS - 16" - 20" - YEAR 3
976 NS0203027 EACH 31500.00
GT18ES - 24" - 30" - YEAR 3
977 NS0203028 EACH 577.50
GT35A - UP TO 8" - YEAR 3
978 NS0203029 EACH 1470.00
GT35B - 10" - 16" - YEAR 3
979 NS0203030 EACH 3570.00
GT35C - > 16" - YEAR 3
980 NS0203031 EACH 205.80
GT36AA - 2" - 4" SLEEVE - YEAR 3
981 NS0203032 EACH 514.50
GT36AB - 6" - 8" SLEEVE - YEAR 3
982 NS0203033 EACH 1029.00
GT36B - 10" AND ABOVE SLEEVE - YEAR 3
983 NS0203034 EACH 61.74
GT32A - WITH SERVICE - YEAR 3
984 NS0203035 EACH 210.00
GT32B - STAND ALONE - YEAR 3
985 NS0203036 EACH 77.18
GT37A - WITH SERVICE - YEAR 3
986 NS0203037 EACH 180.08
GT37B - STAND ALONE - YEAR 3
987 NS0203038 EACH 154.35
GT38A - WITH SERVICE - YEAR 3
988 NS0203039 EACH 308.70
GT38B - STAND ALONE - YEAR 3
989 NS0203040 EACH 154.35

Contains Confidential Commercial Information

GT39A - WITH SERVICE - YEAR 3

990 NS0203041 EACH 411.60

GT39B - STAND ALONE - YEAR 3

991 NS0203042 EACH 205.80

GT40A - WITH SERVICE - YEAR 3

992 NS0203043 EACH 617.40

GT40B - STAND ALONE - YEAR 3

993 NS0203044 EACH 257.25

GT41A - WITH SERVICE - YEAR 3

994 NS0203045 EACH 668.85

GT41B - STAND ALONE - YEAR 3

995 NS0203046 EACH 1905.75

G50AI - ASPHALT 2"-4" - YEAR 3

996 NS0203047 EACH 1905.75

G50AII - ASPHALT 6"-8" - YEAR 3

997 NS0203048 EACH 2000.25

G50AIII - ASPHALT 10"-12" - YEAR 3

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

Amount

(USD)

998 NS0203049 EACH 1680.00

G50BI - EARTH 2"-4" - YEAR 3

999 NS0203050 EACH 1680.00

G50BII - EARTH 6"-8" - YEAR 3

1000 NS0203051 EACH 2100.00

G50BIII - EARTH 10"-12" - YEAR 3

1001 NS0203052 EACH 2625.00

G50CI - CONCRETE 2"-4" - YEAR 3

1002 NS0203053 EACH 3045.00

G50CII - CONCRETE 6"-8" - YEAR 3

1003 NS0203054 EACH 3150.00

G50CIII - CONCRETE 10"-12" - YEAR 3

1004 NS0203055 EACH 388.50

GT42A - UP TO 4" PE - YEAR 3

1005 NS0203056 EACH 498.75

GT42B - 6" - 8"PE - YEAR 3

1006 NS0203057 EACH 577.50

GT42C - 10" - 12" PE - YEAR 3

1007 NS0203058 EACH 945.00

GT42D - UP TO 4" - YEAR 3

1008 NS0203059 EACH 1837.50

GT42E - 6" - 8" - YEAR 3

1009 NS0203060 EACH 2100.00

GT42F - 10" - 12" - YEAR 3

1010 NS0203061 CUBIC

YARD

420.00

G43A - ROADWAY (NON-PROTECTED) - YEAR 3

1011 NS0203062 CUBIC

YARD

257.25

G43B - EARTH - YEAR 3

1012 NS0203063 CUBIC

YARD

467.25

G43PA - ROADWAY (NON-PROTECTED) - YEAR 3

1013 NS0203064 EACH 1522.50

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G45A - .1 - 4.0 CUBIC YARDS - YEAR 3
1014 NS0203065 EACH 3412.50
G45B - 4.1 - 8.0 CUBIC YARDS - YEAR 3
1015 NS0203066 EACH 7087.50
G45C - 8.1 - 15.0 CUBIC YARDS - YEAR 3
1016 NS0203067 EACH 11550.00
G45D - 15.1 - 25.0 CUBIC YARDS - YEAR 3
1017 NS0203068 EACH 1890.00
G45PA - .1 - 4.0 CUBIC YARDS - YEAR 3
1018 NS0203069 EACH 5250.00
G45PB - 4.1 - 8.0 CUBIC YARDS - YEAR 3
1019 NS0203070 EACH 8925.00
G45PC - 8.1 - 15.0 CUBIC YARDS - YEAR 3
1020 NS0203071 EACH 14700.00
G45PD - 15.1 - 25.0 CUBIC YARDS - YEAR 3
1021 NS0203072 CUBIC
YARD
535.50
T50 - ROCK - YEAR 3
1022 NS0203073 CUBIC
YARD
372.75
T53 - BREAK, REMOVE AND DISPOSE OF INTACT MASONRY (REMOVAL OF ABAN - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
1023 NS0203074 CUBIC
YARD
840.00
T54 - BREAK, REMOVE AND DISPOSE OF DUCT ENCLOSURES, ENCASEMENTS, W - YEAR 3
1024 NS0203075 CUBIC
YARD
617.40
T55 - BREAK, REMOVE AND DISPOSE OF CONCRETE AND MASONRY IN CAR OR - YEAR 3
1025 NS0203076 CUBIC
YARD
308.70
T56 - BREAK OUT REMOVE AND DISPOSE CONCRETE ENCASED STEEL PIPE. - YEAR 3
1026 NS0203077 SQUARE
FOOT
6.17
T101 - FURNISH, INSTALL AND REMOVE SOLID SHEETING. - YEAR 3
1027 NS0203078 SQUARE
FOOT
4.12
T102 - PLYWOOD SHEETING - YEAR 3
1028 NS0203079 SQUARE
FOOT
5.15
T110 - FURNISH, PLACE, SECURE, MAINTAIN, PROTECT AND REMOVE STEEL P - YEAR 3
1029 NS0203080 SQUARE
FOOT
8.23
T112 - SAME AS ITEM T110 EXCEPT PLATES MUST BE STRAP WELDED. - YEAR 3
1030 NS0203081 SQUARE
FOOT
18.52

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T113 - STRAPWELDBEAMSPLATES - YEAR 3

1031 NS0203082 SQUARE

FOOT

17.85

60 - NO. T113 (RECESSED) - YEAR 3

1032 NS0203083 SQUARE

FOOT

7.20

T114 - PLATERENTALMAINT. - YEAR 3

1033 NS0203084 EACH 102.90

T80 - TEST EXISTING FACS - YEAR 3

1034 NS0203085 LINEAR

FOOT

42.00

T70 - CUT, REMOVE AND DISPOSE OF ABANDONED ELECTRICAL STEEL CONDUI - YEAR 3

1035 NS0203086 LINEAR

FOOT

66.89

T70A - SAMEAST708INPIPE - YEAR 3

1036 NS0203087 LINEAR

FOOT

84.00

T70B - LIKET70PIPE>16IN - YEAR 3

1037 NS0203088 EACH 745.50

GT31A - 2" AND LESS - YEAR 3

1038 NS0203089 EACH 1155.00

GT31B - 3" - 4" - YEAR 3

1039 NS0203090 EACH 1785.00

GT31C - 6" - 8" - YEAR 3

1040 NS0203091 EACH 4116.00

GT31D - 10" TO 12 " - YEAR 3

1041 NS0217391 EACH 1157.63

GT31AS - 2" AND LESS - YEAR 3

1042 NS0217392 EACH 1852.20

GT31BS - 3" - 4" - YEAR 3

1043 NS0217393 EACH 2778.30

GT31CS - 6" - 8" - YEAR 3

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

Amount

(USD)

1044 NS0217394 EACH 5145.00

GT31DS - 10" TO 12 " - YEAR 3

1045 NS0203092 EACH 1653.75

GT31STA - 2" AND LESS - YEAR 3

1046 NS0203093 EACH 2089.50

GT31STB - 3" - 4" - YEAR 3

1047 NS0203094 EACH 3192.00

GT31STC - 6" - 8" - YEAR 3

1048 NS0203095 EACH 3937.50

GT31STD - 10" TO 12" - YEAR 3

1049 NS0217395 EACH 2625.00

GT31PSTA - 2" AND LESS - YEAR 3

1050 NS0217396 EACH 2469.60

GT31PSTB - 3" - 4" - YEAR 3

1051 NS0217397 EACH 4116.00

GT31PSTC - 6" - 8" - YEAR 3

1052 NS0217398 EACH 5659.50

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GT31PSTD - 10" TO 12" - YEAR 3
1053 NS0217399 EACH 2343.03
GT31PSTAS - 2" AND LESS - YEAR 3
1054 NS0217400 EACH 2840.04
GT31PSTBS - 3" - 4" - YEAR 3
1055 NS0217401 EACH 4733.40
GT31PSTCS - 6" - 8" - YEAR 3
1056 NS0217402 EACH 6508.43
GT31PSTDS - 10" TO 12" - YEAR 3
1057 NS0203108 HOUR 109.55
T301 - LABORER/DRILLRUNNER - YEAR 3
1058 NS0203109 HOUR 31.64
T301WD - T301WKDNDIFFRL - YEAR 3
1059 NS0203110 HOUR 20.72
T301D - LABORER/DRILLRUNNER O/T DIF - YEAR 3
1060 NS0203111 HOUR 109.55
T301A - FLAG PERSON W/ TOOLS - YEAR 3
1061 NS0203112 HOUR 31.64
T301AWD - T301AOVERTIMEDIFFRL - YEAR 3
1062 NS0203113 HOUR 20.72
T301AD - FLGPERSONOTDIFFERENT - YEAR 3
1063 NS0203114 HOUR 120.51
T302 - LAB FOREMAN W/TRUCK - YEAR 3
1064 NS0203115 HOUR 41.73
T302WD - T302WKDNDIFFRL - YEAR 3
1065 NS0203116 HOUR 22.11
T302D - LAB FOREMAN W/TRUCK O/T DIFF - YEAR 3
1066 NS0203117 HOUR 152.25
T303 - TEAMSTER W/ DUMP TRUCK - YEAR 3
1067 NS0203118 HOUR 23.03
T303ND - TEAMSTER,W/DUMPTRUCK NGT DIF - YEAR 3
1068 NS0203119 HOUR 34.18
T303WD - T303WKDNDIFFRL - YEAR 3
1069 NS0203120 HOUR 43.22
T303D - TEAMSTER,W/DUMPTRUCK O/T DIFF - YEAR 3
1070 NS0203121 HOUR 22.33
T304 - TRUCK W/ COMPRESSOR - YEAR 3
1071 NS0203122 HOUR 122.66
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T304M - ITEM 304 W/ COMPRE ENGR - YEAR 3
1072 NS0203123 HOUR 53.12
T304MND - T304 W /NIGHT DIFF - YEAR 3
1073 NS0203124 HOUR 67.20
T304MWD - COMPR/JHAMMERWKNDIFF - YEAR 3
1074 NS0203125 HOUR 67.20
T304MD - T304 W/ OT DIFF - YEAR 3
1075 NS0203126 HOUR 185.22
T305 - OPERATING ENGINEER W/ BACKHOE - YEAR 3
1076 NS0203127 HOUR 39.99
T305ND - OPENG W/BACKHOE NGT DIFF - YEAR 3
1077 NS0203128 HOUR 84.00
T305WD - T305WKDNDIFFRL - YEAR 3
1078 NS0203129 HOUR 84.00
T305D - OPENG W/BACKHOE O/T DIFF - YEAR 3
1079 NS0203130 HOUR 185.22

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T305A - OPERENGR WELDER - YEAR 3
1080 NS0203131 HOUR 44.45
T305AND - T305A W/ NGTDIFF - YEAR 3
1081 NS0203132 HOUR 92.40
T305AWD - YEAR 3
1082 NS0203133 HOUR 102.90
T305AD - T305A W/ OT DIFF - YEAR 3
1083 NS0203134 HOUR 146.83
T305B - OPER ENGR MAINT MAN - YEAR 3
1084 NS0203135 HOUR 102.90
T305BND - T305B W/ NGT DIFF - YEAR 3
1085 NS0203136 HOUR 92.40
T305BWD - YEAR 3
1086 NS0203137 HOUR 92.40
T305BD - T305B W/ OT DIFF - YEAR 3
1087 NS0203138 HOUR 147.00
T306 -TIMBERMAN / TOOLS / TRAN - YEAR 3
1088 NS0203139 HOUR 14.93
T306ND - T306 W/ NGT DIFF - YEAR 3
1089 NS0203140 HOUR 35.87
T306WD - T306WKDNDIFFRL - YEAR 3
1090 NS0203141 HOUR 23.80
T306D - T306 W/ OT DIFF - YEAR 3
1091 NS0203142 EACH 1995.00
T211A - MOBILIZATION - EXCAVATION CREW - YEAR 3
1092 NS0203143 EACH 1234.80
T211B - MOBILIZATION - LIVE GAS CREW - YEAR 3
1093 NS0203144 EACH 2546.25
T215A - EMERGENCY MOBILIZATION, EXC CREW - YEAR 3
1094 NS0203145 EACH 1955.10
T215B - EMERGENCY MOBILIZATION, LIVE GAS CREW - YEAR 3
1095 NS0203146 CUBIC
YARD
514.50
T2 - STREET SURFACE - YEAR 3
1096 NS0203147 CUBIC
YARD
565.95
T7R - PLAIN CONCRETE SIDEWALK / DRIVEWAY - YEAR 3
1097 NS0203148 LINEAR
FOOT
6.69
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T33 - SAW CUTTING - YEAR 3
1098 NS0203149 LINEAR
FOOT
87.47
T33A - SAW CUTTING - YEAR 3
1099 NS0203150 LINEAR
FOOT
87.47
T33B - SAW CUTTING - YEAR 3
1100 NS0203151 LINEAR
FOOT
87.47

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T34 - SAW CUTTING - YEAR 3
1101 NS0203152 CUBIC
YARD
308.70
T31 - STREET BASE - YEAR 3
1102 NS0203153 CUBIC
YARD
221.24
T32 - FURNISH CONCRETE - YEAR 3
1103 NS0203154 CUBIC
YARD
694.58
T2AI - SPECIAL CARE EXCAVATION - YEAR 3
1104 NS0203155 CUBIC
YARD
308.70
T42 - SPECIAL HAND EXCAVATION - YEAR 3
1105 NS0203156 CUBIC
YARD
1454.25
400 - WEARING COURSE - YEAR 3
1106 NS0203157 CUBIC
YARD
1706.25
401 - WEARING COURSE W/ REMOVAL - YEAR 3
1107 NS0203158 EACH 514.50
T170 - REGRADE VALVE BOX - YEAR 3
1108 NS0203159 CUBIC
YARD
472.50
T30 - TEMPORARY MACADEM - YEAR 3
1109 NS0203160 EACH 1050.00
GT76 - WELD 3"-4" TAPPING TEE ON MAIN - YEAR 3
1110 NS0203161 EACH 1749.30
GT77 - WELD 6"-8" TAPPING TEE ON MAIN - YEAR 3
1111 NS0203162 EACH 2467.50
GT78 - WELD 3"-4" TAPPING TEE ON SLEEVE - YEAR 3
1112 NS0203163 EACH 2782.50
GT79 - WELD 6"-8" TAPPING TEE ON SLEEVE - YEAR 3
1113 NS0203164 LINEAR
FOOT
525.00
GT89A - GRIND RAZOR BACK STYLE RIBS - YEAR 3
1114 NS0203165 LINEAR
FOOT
262.50
GT89B - GRIND SPIRAL STYLE RIBS - YEAR 3
1115 NS0203166 EACH 411.60
GT90A - WELDS UP TO 4" - YEAR 3
1116 NS0203167 EACH 720.30
GT90B - WELDS 6"-8" - YEAR 3
1117 NS0203168 EACH 1337.70
GT90C - WELDS 12"-16" - YEAR 3
1118 NS0203169 EACH 3087.00
GT90D - WELDS 20" AND GREATER - YEAR 3

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

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Amount
(USD)

1119 NS0203170 EACH 112.35

GT91A - FUSES UP TO 4" - YEAR 3

1120 NS0203171 EACH 393.75

GT91B - FUSES 6"-8" - YEAR 3

1121 NS0203172 EACH 514.50

GT91C - FUSES 12"-16" - YEAR 3

1122 NS0203173 LINEAR

FOOT

308.70

GT92 - COAL TAR REMOVAL - YEAR 3

1123 NS0203174 CUBIC

YARD

51.45

GT94 - BACKFILL - YEAR 3

1124 NS0217403 EACH 3097.50

G18 - ADDNBYPASMAINSERV - YEAR 3

1125 NS0216547 LINEAR

FOOT

4.20

424 - LINE STRIPPING (UP TO 6" WIDE) - YEAR 3

1126 NS0216548 LINEAR

FOOT

6.30

425 - LINE STRIPPING (GREATER THAN 6" WIDE) - YEAR 3

1127 NS0215018 11/30/2013 EACH 1.00

MISC ITEM- FOR CON EDISON INTERNAL PURPOSES ONLY

1128 NS0216635 EACH 1.00

XX\$1NPIXX - NON PAYABLE ITEM FOR CECONY AND O&R INTERNAL PURPOSES ONLY,
REFER TO SERVICE REQUISITION GUIDELINE REGARDING INSTRUCTIONS FOR USE

1129 NS0224536 EACH 1.00

XX\$1XX – GAS CONSTRUCTION, INCIDENTAL ITEMS SUCH AS STIP FACTORS NOT PRICED
IN THE CONTRACT. FOR PAYMENT AND AUDIT PURPOSES, CECONY ORGANIZATIONS ARE
RESPONSIBLE FOR RETAINING DOCUMENTATION SUPPORTING PURCHASES MADE USING
THIS ITEM.

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

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July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

3.Specifications, Plans, and Drawings.

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

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

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or

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error which Contractor could have discovered by reasonable diligence and prudence.

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

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

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

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

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor

furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a

Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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

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

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

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

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

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

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

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims

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have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

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

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

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

7. Safeguards in Work.

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

B. Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all

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buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

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

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

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

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

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

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

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4238469,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further

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represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

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

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

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

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

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

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

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

10. Con Edison Authority

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

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and any other contractor.

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

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

12.Warranties.

A.Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4238469,

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

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

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

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

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

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

13.Changes (Including Extra Work).

A.Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Blanket Purchase Agreement 4238469,

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

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

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

(i)Labor

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

(ii)Materials

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

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4238469,

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

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

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

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

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

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

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

14.Labor.

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

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the street) is required and New York City Administrative Code Section 19-142, or its successor,(or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4238469,

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

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

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

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

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4238469,

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

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15. Time and Material and Cost Reimbursable Work.

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

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

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

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

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

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

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

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

16. Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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signed change order and that neither the Contractor nor any Subcontractor has Blanket Purchase Agreement 4238469,

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

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

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

19. Protection of Persons, Work and Property.

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

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

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

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

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

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

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

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

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

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

(i)halt the continuation of such Work; and

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

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

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

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

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25.Subcontracting.

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

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

Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds.

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Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Blanket Purchase Agreement 4238469,

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

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

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

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

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

and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated,

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from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents
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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30.Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31.Other Contractors.

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

B.If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such

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

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

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

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

33.Termination for Convenience.

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4238469,

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change order thereunder.

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

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether

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based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

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

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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

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A. Employment related insurance.

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

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

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

B.Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder,

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

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

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

E.For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4238469,

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

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

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of

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the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4238469,

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention: Purchasing Department

Supplier Management Group (SMG)

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

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

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

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4238469,

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

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

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of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

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

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

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

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

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

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

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

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

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

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

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

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

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brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52.Submission to Jurisdiction/Choice of Forum.

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

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

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

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

55.Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56.Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of

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Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Blanket Purchase Agreement 4238469,

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Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4. Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

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6. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7. Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches

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seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8.Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

335692v.2

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

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

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

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications Blanket Purchase Agreement 4238469,

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incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTI-KICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

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

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

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

Blanket Purchase Agreement 4238469,

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

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(MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

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

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such

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certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the Blanket Purchase Agreement 4238469,

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clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

337730

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

337858

Signatures

Blanket Purchase Agreement 4238469,

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Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name

(Title) (Title)

(Date) (Date)

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

ATTACHMENT NO. 5

SUBLINK LTD

CONTRACTOR:

PURCHASE ORDER NO.:

4230838

BID COMPARISON:

\$1,198,587
\$1,622,810
\$2,200,100
\$2,933,140
\$3,100,000
\$3,155,130
\$3,296,700
\$4,018,000
\$4,427,571
\$5,838,250
\$1,603,800

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COMPASS Complex Service PO

4230838, 9

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4230838**

Revision **9**

PO Approved Date **03/14/2014**

Revision Date **03/14/2014**

Buyer **Jill Kerschensteiner**

Supplier: **SUBLINK LTD**

COMPASS 346 3RD AVE

PELHAM, NY 10803

UNITED STATES

Supplier

Contact:

VISCONTI JOSEPH

(917) 217-0824

Key

ConEd

Contact:

Wilfred Nunez

914-789-0518

NUNEZW@CONED.COM

Ship To: **Multiple**

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

13641 Immediate

Notes: Dunwoodie Substation Steel and Concrete repairs and foundation construction for S1 And S2 units.

The scope of this work includes but is not limited to the following, and any other work as indicated in the requirements of this specification and as shown on the contract drawings. The contractor shall provide all labor, supervision, tools , equipment, scaffolding and material required to complete the work in accordance with the requirements of specification CE-SS-3500-23942-10, Supplemental specification MCX-015-13 and all associated specifications and contract drawings referenced herein. Contractor is made aware that any hazardous waste disposed of in an appropriate manner, contractor will be held responsible for all fines.

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

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

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED

UNDER PURCHASE ORDER IS \$ 1,198,587 CON EDISON WILL NOT BE

OBLIGATED TO MAKE PAYMENT HEREUNDER IN EXCESS OF THIS

EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE

OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE

COMPASS Complex Service PO

4230838, 9

Proprietary and Confidential Page 2 of 50

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HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

Con Edison Representatives are:

Greg McLain Construction Manager (347) 203-2694

mclaing@coned.com

Wilfredo Nunez Sr. Planner (917) 440-3692

nunezw@coned.com

Safeway Enterprise Construction Inc.

Valerie Viscounti 914 882-5060 SUBLINK443@MSN.COM

Joe Viscounti 917 217-0824 SUBLINKJTV@MSN.COM

Contractor is made aware a violation of Con Edisons "Rules We Live By" may result in a mandatory 20 day suspension of employee.

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

Con Edison invitation to RFQ# 377058 and all documents referenced therein and any other drawings, specifications and clarifications provided.

Con Edison Construction Contracts Special Conditions Dunwoodie Substation

Remove and Replace Phase Angle Regulators S1 & S2, Dated July 17, 2013

Con Edison Specification CE-SS-3500-23942-10, Phase Angle Regulators

Replacement, Dated - August 2013

Con Edison Standard Terms and Conditions of Construction Contract's dated July 1, 2012

Dunwoodie Substation, Concrete and Drainage Work, Bid Clarification # 1 dated Sept. 3, 2013

Dunwoodie Substation, Concrete and Drainage Work, Bid Clarification 2, dated Sept. 10, 2013

Dunwoodie Substation Concrete and Drainage Work, Clarification # 3 Dated Sept. 11, 2012

Dunwoodie Substation Concrete and Drainage Work, Bid Clarification # 4 Dated September 13, 2013

Dunwoodie Substation Concrete and Drainage Work Clarification # 5 Dated Sept. 13 2013 One Page ONLY

Pre-award Meeting Minutes dated Sept. 25, 2013

Sublink Ltd., Compliance Exception Offer and Disclosure Forms; Dated Sep. 12, 2013

Sublink Ltd, took no exceptions

Con Edison Appendix A

Con Edison Gift Policy

Con Edison Supplemental Construction Contract Requirements C-CM-003 Rev. 1, Dated June 7, 2008

Contractor will warrantee the above mentioned work for a period of 3 years.

COMPASS Complex Service PO 4230838, 9

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All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this RFQ (# 377058) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order

Lump Sum Base Bid Price \$1,198,587.00

Optional Unit Prices Price

ROCK \$634.00 Cubic Yard

Reference Documents: Dunwoodie Concrete and Drainage Work Bid Clarification 2 Sept 10 2013.docx

Bid Clarification 1, Dunwoodie Substation Sept 3 2013.docx

Sublink Dunwoodie Compliance Offer Disclosure Docs.pdf

Con Edison Supplemental Construction Contract Requirements C-CM-003 Rev 1, June 10 2008. pdf.pdf

DUNWOODIE PAR S1 S2 SPECIAL CONDITIONS (2).docx

All prices and amounts on this order are expressed in USD

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

1 Needed:

11/05/2013

1 EACH 1198587.2

4

1,198,587.24

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 59,929.36

Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

11/05/2013

1 EACH 1198587.2

4

1,198,587.24

Ship To:

30 WORTH STREET

YONKERS, NY 10701

UNITED STATES

2 Needed:

12/18/2013

74978.59 EACH 1.00 74,978.59

LUMPMOD

2-1 LUMPMOD Needed:

12/18/2013

74978.59 EACH 1.00 74,978.59

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

COMPASS Complex Service PO

4230838, 9

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Line /

Pay

Item

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

Amount

(USD)

Total: **1,273,565.83 (USD)**

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Appendix A

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

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Standard Purchase Order 4230838, 9

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

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

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submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

Standard Purchase Order 4230838, 9

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(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and Standard Purchase Order 4230838, 9

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that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the

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

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Gift Policy

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Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

July 1, 2012

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STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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

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

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

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated

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by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

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

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

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

3.Specifications, Plans, and Drawings.

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

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

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

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

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all Standard Purchase Order 4230838, 9

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such documents.

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

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

4.Price and Payment.

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice

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submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, Standard Purchase Order 4230838, 9

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among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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

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

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

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the

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Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

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

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

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

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

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to

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require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such Standard Purchase Order 4230838, 9

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

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

7.Safeguards in Work.

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

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

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

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

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee

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(or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative. F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

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

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Standard Purchase Order 4230838, 9

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

9. Contractor's Performance.

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

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

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

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all

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

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

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

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

10.Con Edison Authority

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

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

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

12.Warranties.

A.Contractor warrants the Work for a period of three (3) years from the date of completion and

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

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

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

B.In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced

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or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

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

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

13. Changes (Including Extra Work).

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

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

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

(i) Labor

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

(ii) Materials

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

(iii) Equipment

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

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

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

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equipment is actually being used in the performance of the Work.

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

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

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

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

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

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4230838, 9

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

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

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

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

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Standard Purchase Order 4230838, 9

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

15. Time and Material and Cost Reimbursable Work.

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

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

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

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

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

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

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

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

16. Claims.

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

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permitted.

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

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

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

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

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

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

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

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

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

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article,

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

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

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

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

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

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

19. Protection of Persons, Work and Property.

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

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

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lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Standard Purchase Order 4230838, 9

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

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

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

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

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

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

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

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Standard Purchase Order 4230838, 9

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

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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

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

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any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall Standard Purchase Order 4230838, 9

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

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

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

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

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

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the

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Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

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

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Standard Purchase Order 4230838, 9

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the

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Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

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

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such

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

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

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

33. Termination for Convenience.

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

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change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for

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any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

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

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Standard Purchase Order 4230838, 9

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

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

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such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

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

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A. Employment related insurance.

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

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

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

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

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

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

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Standard Purchase Order 4230838, 9

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

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

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

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prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention: Purchasing Department

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Supplier Management Group (SMG)

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

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

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

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Standard Purchase Order 4230838, 9

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

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

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

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

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

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

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

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

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Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not Standard Purchase Order 4230838, 9

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

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

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

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

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

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

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

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

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

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

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

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in

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this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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

ATTACHMENT NO. 6

CONTRACTOR: SAFEWAY CONSTRUCTION
ENTERPRISES INC

PURCHASE ORDER NO.: 4253729

BID COMPARISON:

\$5,617,900
\$5,560,242
\$5,728,877
\$5,718,280
\$5,964,862
\$6,796,207
\$7,908,814
\$8,106,759
\$8,186,010
\$8,447,299
\$9,330,953
\$11,446,781
\$17,609,446
\$6,433,094

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Blanket Purchase Agreement 4253729, 4

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Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **Blanket Purchase Agreement**

Order **4253729**

Revision **4**

PO Approved Date **02/10/2014**

Revision Date **02/09/2014**

Current Buyer **Elza Renazile**

Supplier: **SAFEWAY CONSTRUCTION ENTERPRISES INC**

54-60 44TH ST

MASPETH, NY 11378

UNITED STATES

Supplier

Contact:

DIRE GUIDO

7183496645

Key

ConEd

Contact:

Elza Renazile

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8880 Net 30 DESTINATION

Effective Start Date Effective End Date Amount Agreed (USD)

12/01/2013 11/30/2016 5,673,716.00

Notes: Con Edison is the party to this agreement and may order FREEZE PIT EXCAVATION SERVICES for Con Edison and/ or its affiliate Orange and Rockland Utilities, Inc. (O&R) to be performed in Con Edison territories (excluding Westchester) and/or O&R territories.

Year 1 - 12/1/13 - 11/30-/14

Year 2 - 12/1/14 - 11/30/15

Year 3 - 12/1/15 - 11/30/16

Year 4 - (AT CON EDISON'S OPTION) - 12/1/16- 11/30/17

YEAR 5 - (AT CON EDISON'S OPTION) 12/1/17 - 11/30/18

Pricing will remain firm for the first year with escalation of 1.025 for the 2nd year and 1.05 for the 3rd year, with escalation of 1.08 for the optional 4th year and 1.12 for the optional 5th year, respectively from year one pricing. Pricing for any items ordered for O&R will be 1.08 times the then current Con Edison pricing. Contractor agrees not to seek pricing relief during the term of the Blanket Purchase Agreement.

The contract requires the contractor to provide excavations on an around-the-clock basis to support planned and emergency maintenance needs for Transmission Operations, with a two-hour emergency mobilization required.

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

Original invoices and all supporting documentations should be sent to the Con Edison Authorized

Blanket Purchase Agreement 4253729, 4

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Representative.

Expenditure Limitation: The Maximum Expenditure Authorized under this Blanket Purchase Agreement is \$5,673,716. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation, and the Contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed revision to the Blanket Purchase Agreement.

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

Con Edison invitation to RFQ# 434068 and all documents referenced therein.

Con Edison Standard Terms and Conditions of Construction Contracts dated, 07-1-2012.

Con Edison Amendments to Bid Event #1, #2 and #3 dated 10/23/13, 10/23/13 and 10/24/13

Con Edison Special Conditions of Purchase - Indefinite Quantity Contract dated 07-01-12

Con Edison Supplemental Construction Contract Requirements C-CM-004 Rev 1 dated, 6-7-2011

Con Edison Trenching Manual – Final Nov. 2009 R7

Con Edison Gas Trenching Manual dated 7-8-11 R0

Safeway Construction Disclosure Form dated 10-23-13

NYC Emergency Excavation & Freeze Pits Special Conditions, dated 2-1-13

Attachment 1 EH&S Hazard Analysis For Contractor Work dated 12-2012.doc

Appendix A

Con Edison Gift Policy

Safeway Construction took no exceptions

Notwithstanding anything to the contrary herein (including, but not limited to, the Con Edison Standard Terms and Conditions and the Trenching Manual(s), Restoration Manual and Specifications that are a part hereof), Contractor shall be responsible for furnishing, placing, maintaining and removing barricades, vehicular and pedestrian skid resistant steel plates, temporary restoration, structural steel bridges and/or timber decking at worksites and for complying with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto (collectively, Site Protection). Site Protection shall include, but not be limited to, protection of worksites from pedestrian and vehicular intrusion and, before any worksite is left unattended, unless appropriate barricading is installed, all excavations must be plated or temporarily restored to grade in accordance with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto, including vehicular plating in accordance with Con Edison Road Plate Guidelines. Site Protection also includes, but is not limited to, Contractor inspections of worksites, at intervals to be determined by worksite conditions, to ensure compliance with the above Site Protection requirements and that no safety hazard exists. There shall be no separate charge or amount due for Site Protection, as any cost and expense thereof is part of the prices paid for other work hereunder.

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

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

CECONY Representatives:

Mark San Antonio— Department Manager, e-mail address - Sanantoniom@coned.com; Phone Number: (646) 879-5791

Gerald L Materazzo - Field Operations Planner, email Materazzog@coned.com, Phone Number (646) 739-1823

Vernon Schaefer – Project Manager, email address Schaefer@coned.com, Phone Number (646)879-5525

Mike Pillig - Safety Manager, email Pilligm@coned.com, Phone Number (347)386-5506

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Safeway Construction Representative:

Shuta Waki, e-mail address shutaw@safewayce.com; Phone Number (718) 349-6645

Rev. 001 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Rev. 002 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Rev. 003 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

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Revision 004 created to cancel and replace NS Number Line Items in the BPA due to Oracle NS Number upload issues. The corrections are for internal administrative payment purposes only. All pricing remains unchanged. No other changes made in revision 004.

Reference Documents: Supplemental Construction Contract Requirements C-CM-004 Rev 1 date 6-7-2011).pdf

Safeway Disclosure Form dated 10-23-13.pdf

Con Edison Amendment #2 dated 10-23-13.docx

Con Edison Amendment #1 dated 10-23-13.docx

Con Edison Amendment #3 dated 10-24-13.docx

Con Edison Trenching Manual - Final dated 11-2009 R7.pdf

Con Edison Gas Trenching Manual dated 7-8-11 R0.pdf

ATTACHMENT 1 EH&S HAZARD ANALYSIS FOR

CONTRACTOR WORK dated 12-2012.doc

NYC EMERGENCY EXCAVATION & FREEZE PITS SPECIAL
CONDITIONS DATED- 2-1-13.doc

All prices and amounts on this order are expressed in USD

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

Amount

(USD)

1 NS0200119 EACH 1.00

SERVICE /EQUIPMENT +10%

2 NS0200120 HOUR 97.15

FOREMAN - STRAIGHT TIME - YEAR 1

3 NS0200121 HOUR 120.75

FOREMAN - OVERTIME - YEAR 1

4 NS0200122 HOUR 141.50

FOREMAN - PREMIUM TIME - YEAR 1

5 NS0200123 HOUR 96.05

LABORER - STRAIGHT TIME - YEAR 1

6 NS0200124 HOUR 119.95

LABORER - OVERTIME - YEAR 1

7 NS0200125 HOUR 142.00

LABORER - PREMIUM TIME - YEAR 1

8 NS0200126 HOUR 101.00

DRILLRUNNER - STRAIGHT TIME - YEAR 1

9 NS0200127 HOUR 138.75

DRILLRUNNER - OVERTIME - YEAR 1

10 NS0200128 HOUR 138.75

DRILLRUNNER - OT/SAT - YEAR 1

11 NS0200129 HOUR 164.95

DRILLRUNNER - PREMIUM TIME - YEAR 1

12 NS0200130 HOUR 97.00

COMPRESSOR ENG - STRAIGHT TIME - YEAR 1

13 NS0200131 HOUR 124.00

COMPRESSOR ENG - OVERTIME - YEAR 1

14 NS0200132 HOUR 124.00

COMPRESSOR ENG - PREMIUM TIME - YEAR 1

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

Amount

(USD)

15 NS0200133 HOUR 129.45

OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 1

16 NS0200134 HOUR 218.55

OPER ENG/MAINT MAN - OVERTIME - YEAR 1

17 NS0200135 HOUR 218.55

OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 1

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18 NS0200136 HOUR 102.15
CHAUFFEUR - STRAIGHT TIME - YEAR 1
19 NS0200137 HOUR 97.45
CHAUFFEUR - OVERTIME - YEAR 1
20 NS0200138 HOUR 126.95
CHAUFFEUR OT/SAT - YEAR 1
21 NS0200139 HOUR 149.00
CHAUFFEUR - PREMIUM TIME - YEAR 1
22 NS0200140 HOUR 118.75
TIMBERMAN - STRAIGHT TIME - YEAR 1
23 NS0200141 HOUR 141.50
TIMBERMAN - OVERTIME - YEAR 1
24 NS0200142 HOUR 168.00
TIMBERMAN - PREMIUM TIME - YEAR 1
25 NS0200143 HOUR 129.45
WELDER - STRAIGHT TIME - YEAR 1
26 NS0200144 HOUR 218.55
WELDER - OVERTIME - YEAR 1
27 NS0200145 HOUR 218.55
WELDER - PREMIUM TIME - YEAR 1
28 NS0200146 HOUR 107.00
RAKER - STRAIGHT TIME - YEAR 1
29 NS0200147 HOUR 136.00
RAKER - OVERTIME - YEAR 1
30 NS0200148 HOUR 162.00
RAKER - PREMIUM TIME - YEAR 1
31 NS0200149 HOUR 19.00
LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 1
32 NS0200150 HOUR 16.00
LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 1
33 NS0200151 Daily 145.00
LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 1
34 NS0200674 02/09/2014 WEEK 1152.00
LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 1
35 NS0200673 02/09/2014 MONTH 4400.00
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1
36 NS0200154 HOUR 25.00
LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 1
37 NS0200155 HOUR 23.00
LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 1
38 NS0200156 Daily 190.00
LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 1
39 NS0200671 02/09/2014 WEEK 900.00
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1
40 NS0200672 02/09/2014 MONTH 4000.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1
41 NS0200159 HOUR 50.00
CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 1
42 NS0200160 HOUR 48.00
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 1
43 NS0200161 HOUR 30.00
CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 1
44 NS0200162 HOUR 29.00
CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 1

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45 NS0200163 HOUR 5.00
FORKLIFT - STRAIGHT TIME - YEAR 1
46 NS0200164 HOUR 4.00
FORKLIFT - OVERTIME - YEAR 1
47 NS0200165 HOUR .65
JACKHAMMER - STRAIGHT TIME - YEAR 1
48 NS0200166 HOUR .47
JACKHAMMER - OVERTIME - YEAR 1
49 NS0200167 Daily 5.00
JACKHAMMER - DAILY - YEAR 1
50 NS0200168 HOUR 15.00
ROLLER, 12 TON - STRAIGHT TIME - YEAR 1
51 NS0200169 HOUR 14.00
ROLLER, 12 TON - OVERTIME - YEAR 1
52 NS0200170 Daily 110.00
ROLLER, 12 TON - DAILY - YEAR 1
53 NS0200171 HOUR 2.00
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 1
54 NS0200172 HOUR 1.75
GENERATOR SET, 7.5KW - OVERTIME - YEAR 1
55 NS0200173 Daily 15.00
GENERATOR SET, 7.5KW - DAILY - YEAR 1
56 NS0200174 HOUR 10.00
DARDA SPLITTER - STRAIGHT TIME - YEAR 1
57 NS0200175 HOUR 8.00
DARDA SPLITTER - OVERTIME - YEAR 1
58 NS0200176 HOUR 12.00
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 1
59 NS0200177 HOUR 9.00
PORTABLE COMPRESSOR, 250 CFM - OVERTIME - YEAR 1
60 NS0200178 Daily 96.00
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 1
61 NS0200670 02/09/2014 WEEK 400.00
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1
62 NS0200180 HOUR 3.00
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 1
63 NS0200181 HOUR 2.75
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 1
64 NS0200182 Daily 24.00
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 1
65 NS0200183 HOUR 6.00
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 1
66 NS0200184 HOUR 5.00
WELDING MACHINE, 300A - OVERTIME - YEAR 1
67 NS0200185 Daily 45.00
WELDING MACHINE, 300A - DAILY - YEAR 1
68 NS0200186 HOUR 14.00
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 1
69 NS0200187 HOUR 12.00
TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 1
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
70 NS0200188 Daily 105.00
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 1
71 NS0200189 HOUR 2.00
TAMPER - STRAIGHT TIME - YEAR 1

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72 NS0200190 HOUR 1.00
TAMPER - OVERTIME - YEAR 1
73 NS0200191 Daily 16.00
TAMPER - DAILY - YEAR 1
74 NS0200192 HOUR 18.00
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 1
75 NS0200193 HOUR 17.00
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 1
76 NS0200194 Daily 144.00
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 1
77 NS0200195 HOUR 25.25
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 1
78 NS0200196 HOUR 22.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 1
79 NS0200197 Daily 205.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 1
80 NS0200198 HOUR 12.00
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 1
81 NS0200199 HOUR 11.00
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 1
82 NS0200200 Daily 96.00
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 1
83 NS0200201 WEEK 485.00
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 1
84 NS0200202 HOUR 20.00
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 1
85 NS0200203 HOUR 18.00
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 1
86 NS0200204 Daily 160.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 1
87 NS0200205 WEEK 800.00
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 1
88 NS0200206 HOUR 25.00
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 1
89 NS0200207 HOUR 24.00
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 1
90 NS0200208 Daily 200.00
DUMP TRUCKS:12-18 CY - DAILY - YEAR 1
91 NS0200209 WEEK 1000.00
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 1
92 NS0200210 HOUR 28.00
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 1
93 NS0200211 HOUR 27.00
DUMP TRUCKS: 20CY - OVERTIME - YEAR 1
94 NS0200212 Daily 224.00
DUMP TRUCKS: 20CY - DAILY - YEAR 1
95 NS0200213 WEEK 1120.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 1
96 NS0200214 HOUR 8.00
FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 1
97 NS0200215 HOUR 7.00
Blanket Purchase Agreement 4253729, 4
Proprietary and Confidential Page 7 of 74
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FLATBED (RACK) TRUCK - OVERTIME - YEAR 1
98 NS0200216 Daily 75.00
FLATBED (RACK) TRUCK - DAILY - YEAR 1

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99 NS0200217 WEEK 400.00
FLATBED (RACK) TRUCK - WEEKLY - YEAR 1
100 NS0200218 HOUR 7.00
PICK-UP TRUCK - STRAIGHT TIME - YEAR 1
101 NS0200219 HOUR 6.00
PICK-UP TRUCK - OVERTIME - YEAR 1
102 NS0200220 Daily 56.00
PICK-UP TRUCK - DAILY - YEAR 1
103 NS0200221 WEEK 280.00
PICK-UP TRUCK - WEEKLY - YEAR 1
104 NS0200222 Daily 16.00
FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 1
105 NS0200223 WEEK 112.00
FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 1
106 NS0207890 EACH 600.00
RESIDENTIAL APPLIANCE RECYCLING - APPLIANCE RECYCLE- FREEZER AND
REFRIGERATORS

This line CANCELED on 05-DEC-2013

107 NS0200225 Daily 6.00
PORTO SAN - DAILY - YEAR 1
108 NS0200226 WEEK 42.00
PORTO SAN - WEEKLY - YEAR 1
109 NS0200228 HOUR 25.00
50 KW GENERATOR - STRAIGHT TIME - YEAR 1
110 NS0200229 HOUR 24.00
50 KW GENERATOR - OVERTIME - YEAR 1
111 NS0200230 Daily 206.00
50 KW GENERATOR - DAILY - YEAR 1
112 NS0200231 WEEK 1100.00
50 KW GENERATOR - WEEKLY - YEAR 1
113 NS0200232 HOUR 35.00
75 KW GENERATOR - STRAIGHT TIME - YEAR 1
114 NS0200233 HOUR 34.00
75 KW GENERATOR - OVERTIME - YEAR 1
115 NS0200234 Daily 339.00
75 KW GENERATOR - DAILY - YEAR 1
116 NS0200235 WEEK 1400.00
75 KW GENERATOR - WEEKLY - YEAR 1
117 NS0200236 HOUR 50.00
100 KW GENERATOR - STRAIGHT TIME - YEAR 1
118 NS0200237 HOUR 49.00
100 KW GENERATOR - OVERTIME - YEAR 1
119 NS0200238 Daily 400.00
100 KW GENERATOR - DAILY - YEAR 1
120 NS0200239 WEEK 1700.00
100 KW GENERATOR - WEEKLY - YEAR 1
121 NS0200240 HOUR 26.00
PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 1
122 NS0200241 HOUR 23.00
PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 1
Blanket Purchase Agreement 4253729, 4
Proprietary and Confidential Page 8 of 74
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
123 NS0200242 Daily 208.00
PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 1
124 NS0200243 WEEK 1400.00
PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 1

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125 NS0200244 HOUR 13.00
LIGHT TOWER - STRAIGHT TIME - YEAR 1
126 NS0200245 HOUR 11.00
LIGHT TOWER - OVERTIME - YEAR 1
127 NS0200246 Daily 78.00
LIGHT TOWER - DAILY - YEAR 1
128 NS0200247 WEEK 400.00
LIGHT TOWER - WEEKLY - YEAR 1
129 NS0200248 HOUR 13.00
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 1
130 NS0200249 HOUR 11.00
DIETZ ARROW BOARD - OVERTIME - YEAR 1
131 NS0200250 Daily 50.00
DIETZ ARROW BOARD - DAILY - YEAR 1
132 NS0200251 WEEK 245.00
DIETZ ARROW BOARD - WEEKLY - YEAR 1
133 NS0200252 HOUR 15.00
MESSAGE BOARD - STRAIGHT TIME - YEAR 1
134 NS0200253 HOUR 13.00
MESSAGE BOARD - OVERTIME - YEAR 1
135 NS0200254 Daily 100.00
MESSAGE BOARD - DAILY - YEAR 1
136 NS0200255 WEEK 700.00
MESSAGE BOARD - WEEKLY - YEAR 1
137 NS0200256 Daily 6.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 1
138 NS0200257 WEEK 30.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 1
139 NS0200258 MONTH 135.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 1
140 NS0200259 Daily .60
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 1
141 NS0200260 WEEK 4.20
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 1
142 NS0200261 MONTH 22.00
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 1
143 NS0200262 EACH 18.25
FIRE RATED 5/8" SHEETROCK - YEAR 1
144 NS0200263 ROLL 42.00
6 MIL POLY - YEAR 1
145 NS0200264 02/09/2014 CUBIC
YARD
81.00
ASPHALT HOT MIX - YEAR 1
146 NS0200265 GALLON 19.00
ASPHALT SEALER - YEAR 1
147 NS0200266 CUBIC
YARD
38.00
BLUE STONE, 3/4" - YEAR 1
148 NS0200267 CUBIC
YARD
125.00
CONCRETE 3200 PSI < 8 CY - YEAR 1
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)

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149 NS0200268 CUBIC
YARD
119.00
CONCRETE 3200 PSI > 8 CY - YEAR 1
150 NS0200269 CUBIC
YARD
158.00
CONCRETE 5000 PSI < 8 CY - YEAR 1
151 NS0200270 CUBIC
YARD
155.00
CONCRETE 5000 PSI > 8 CY - YEAR 1
152 NS0200271 LINEAR
FOOT
.45
EXPANSION JOINTS 1/2" X 4" - YEAR 1
153 NS0200272 02/09/2014 EACH 6.00
INSULATION BOARD; 2" - YEAR 1
154 NS0200273 BAG 10.50
PORTLAND CEMENT; 90LB BAG - YEAR 1
155 NS0200274 CUBIC
YARD
18.00
RECYCLED CRUSHED STONE - YEAR 1
156 NS0200275 ROLL 35.00
ROOF PAPER - YEAR 1
157 NS0200276 BOX 70.00
RUBBER GLOVES/PVC & NITRILE - YEAR 1
158 NS0200277 CUBIC
YARD
36.00
SAND < 8 CY - YEAR 1
159 NS0200278 CUBIC
YARD
35.00
SAND > 8 CY - YEAR 1
160 NS0200279 CUBIC
YARD
30.00
SAND AND GRAVEL MIX - YEAR 1
161 NS0200280 BAG 3.25
SAND BAGS - YEAR 1
162 NS0200281 EACH 3.00
4" PLASTIC PIPE - YEAR 1
163 NS0200282 EACH 5.80
SONOTUBE 8" - YEAR 1
164 NS0200283 EACH 8.00
SONOTUBE 12" - YEAR 1
165 NS0200284 EACH 15.00
SONOTUBE 18" - YEAR 1
166 NS0200285 EACH 24.00
SONOTUBE 24"/FOOT - YEAR 1
167 NS0200286 BAG 12.00
TEMP MAC - YEAR 1
168 NS0200671 WEEK 5.25
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1
This line CANCELED on 06-DEC-2013
169 NS0200288 EACH 11.25
TYVEK SARANEX SUIT - YEAR 1

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170 NS0200289 02/09/2014 EACH 34.00
DUMP FEE - YEAR 1
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
171 NS0200290 EACH 250.00
COMPACTION TEST 1/2 DAY - YEAR 1
172 NS0200291 EACH 415.00
COMPACTION TEST FULL DAY - YEAR 1
173 NS0200292 PAIL 113.00
BONDING AGENT; 5 GAL PAIL - YEAR 1
174 NS0200293 ROLL 53.00
ORANGE FENCE; 100FT ROLL - YEAR 1
175 NS0200294 EACH .75
BRICK - YEAR 1
176 NS0200295 BAG 9.75
MORTAR - YEAR 1
177 NS0200296 EACH 15.00
NO. 5 REBAR; 20FT PC - YEAR 1
178 NS0200297 EACH 19.00
NO. 6 REBAR; 20FT PC - YEAR 1
179 NS0200298 BAG 27.00
CALCIUM CHLORIDE; 50LB BAG - YEAR 1
180 NS0200299 HOUR 17.00
BOBCAT, HOURLY RATE - YEAR 1
181 NS0200300 EACH .55
2X4 - YEAR 1
182 NS0200301 FOOT .85
2X6 - YEAR 1
183 NS0200302 FOOT 1.45
2X10 - YEAR 1
184 NS0200303 FOOT 2.95
3X10 - YEAR 1
185 NS0200304 FOOT .95
4X4 - YEAR 1
186 NS0200305 FOOT 2.20
6X6 - YEAR 1
187 NS0222023 LINEAR
FOOT
2.40
4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 1
188 NS0200307 FOOT 3.25
6X8 - YEAR 1
189 NS0200306 FOOT 4.00
8X8 - YEAR 1
190 NS0200309 FOOT 9.75
12X12 - YEAR 1
191 NS0200310 EACH 34.00
3/4 INCH PLYWOOD - YEAR 1
192 NS0200312 HOUR 99.57875
FOREMAN - STRAIGHT TIME - YEAR 2
193 NS0200313 HOUR 123.76875
FOREMAN - OVERTIME - YEAR 2
194 NS0200314 HOUR 145.0375
FOREMAN - PREMIUM TIME - YEAR 2
195 NS0200315 HOUR 98.45125
LABORER - STRAIGHT TIME - YEAR 2

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196 NS0200316 HOUR 122.94875
LABORER - OVERTIME - YEAR 2
197 NS0200317 HOUR 145.55
LABORER - PREMIUM TIME - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
198 NS0200318 HOUR 103.525
DRILLRUNNER - STRAIGHT TIME - YEAR 2
199 NS0200319 HOUR 142.21875
DRILLRUNNER - OVERTIME - YEAR 2
200 NS0200320 HOUR 142.21875
DRILLRUNNER - OT/SAT - YEAR 2
201 NS0200321 HOUR 169.07375
DRILLRUNNER - PREMIUM TIME - YEAR 2
202 NS0200322 HOUR 99.425
COMPRESSOR ENG - STRAIGHT TIME - YEAR 2
203 NS0200323 HOUR 127.10
COMPRESSOR ENG - OVERTIME - YEAR 2
204 NS0200324 HOUR 127.10
COMPRESSOR ENG - PREMIUM TIME - YEAR 2
205 NS0200325 HOUR 132.68625
OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 2
206 NS0200326 HOUR 224.01375
OPER ENG/MAINT MAN - OVERTIME - YEAR 2
207 NS0200327 HOUR 224.01375
OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 2
208 NS0200328 HOUR 104.70375
CHAUFFEUR - STRAIGHT TIME - YEAR 2
209 NS0200329 HOUR 99.88625
CHAUFFEUR - OVERTIME - YEAR 2
210 NS0200330 HOUR 130.12375
CHAUFFEUR OT/SAT - YEAR 2
211 NS0200331 HOUR 152.725
CHAUFFEUR - PREMIUM TIME - YEAR 2
212 NS0200332 HOUR 121.71875
TIMBERMAN - STRAIGHT TIME - YEAR 2
213 NS0200333 HOUR 145.0375
TIMBERMAN - OVERTIME - YEAR 2
214 NS0200334 HOUR 172.20
TIMBERMAN - PREMIUM TIME - YEAR 2
215 NS0200335 HOUR 132.68625
WELDER - STRAIGHT TIME - YEAR 2
216 NS0200336 HOUR 224.01375
WELDER - OVERTIME - YEAR 2
217 NS0200337 HOUR 224.01375
WELDER - PREMIUM TIME - YEAR 2
218 NS0200338 HOUR 109.675
RAKER - STRAIGHT TIME - YEAR 2
219 NS0200339 HOUR 139.40
RAKER - OVERTIME - YEAR 2
220 NS0200340 HOUR 166.05
RAKER - PREMIUM TIME - YEAR 2
221 NS0200341 HOUR 19.475
LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 2
222 NS0200342 HOUR 16.40
LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 2

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223 NS0200343 Daily 148.625
LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 2
224 NS0200344 WEEK 1180.80
LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 2
225 NS0200345 MONTH 4510.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 2
226 NS0200346 HOUR 25.625
LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 2
227 NS0200347 HOUR 23.575
LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 2
228 NS0200348 Daily 194.75
LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 2
229 NS0200349 WEEK 922.50
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 2
230 NS0200350 MONTH 4100.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 2
231 NS0200351 HOUR 51.25
CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 2
232 NS0200352 HOUR 49.20
CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 2
233 NS0200353 HOUR 30.75
CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 2
234 NS0200354 HOUR 29.725
CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 2
235 NS0200355 HOUR 5.125
FORKLIFT - STRAIGHT TIME - YEAR 2
236 NS0200356 HOUR 4.10
FORKLIFT - OVERTIME - YEAR 2
237 NS0200357 HOUR .66625
JACKHAMMER - STRAIGHT TIME - YEAR 2
238 NS0200358 HOUR .48175
JACKHAMMER - OVERTIME - YEAR 2
239 NS0200359 Daily 5.125
JACKHAMMER - DAILY - YEAR 2
240 NS0200360 HOUR 15.375
ROLLER, 12 TON - STRAIGHT TIME - YEAR 2
241 NS0200361 HOUR 14.35
ROLLER, 12 TON - OVERTIME - YEAR 2
242 NS0200362 Daily 112.75
ROLLER, 12 TON - DAILY - YEAR 2
243 NS0200363 HOUR 2.05
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 2
244 NS0200364 HOUR 1.79375
GENERATOR SET, 7.5KW - OVERTIME - YEAR 2
245 NS0200365 Daily 15.375
GENERATOR SET, 7.5KW - DAILY - YEAR 2
246 NS0200366 HOUR 10.25
DARDA SPLITTER - STRAIGHT TIME - YEAR 2
247 NS0200367 HOUR 8.20
DARDA SPLITTER - OVERTIME - YEAR 2
248 NS0200368 HOUR 12.30
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 2
249 NS0200370 Daily 9.225
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 2

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250 NS0200370 Daily 98.40
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 2
251 NS0200371 WEEK 410.00
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 2
252 NS0200372 HOUR 3.075
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
253 NS0200373 HOUR 2.81875
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 2
254 NS0200374 Daily 24.60
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 2
255 NS0200375 HOUR 6.15
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 2
256 NS0200376 HOUR 5.125
WELDING MACHINE, 300A - OVERTIME - YEAR 2
257 NS0200377 Daily 46.125
WELDING MACHINE, 300A - DAILY - YEAR 2
258 NS0200378 HOUR 14.35
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 2
259 NS0200379 HOUR 12.30
TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 2
260 NS0200380 Daily 107.625
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 2
261 NS0200381 HOUR 2.05
TAMPER - STRAIGHT TIME - YEAR 2
262 NS0200382 HOUR 1.025
TAMPER - OVERTIME - YEAR 2
263 NS0200383 Daily 16.40
TAMPER - DAILY - YEAR 2
264 NS0200384 HOUR 18.45
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 2
265 NS0200385 HOUR 17.425
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 2
266 NS0200386 Daily 147.60
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 2
267 NS0200387 HOUR 25.88125
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 2
268 NS0200388 HOUR 22.55
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 2
269 NS0200389 Daily 210.125
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 2
270 NS0200390 HOUR 12.30
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 2
271 NS0200391 HOUR 11.275
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 2
272 NS0200392 Daily 98.40
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 2
273 NS0200393 WEEK 497.125
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 2
274 NS0200394 HOUR 20.50
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 2
275 NS0200395 HOUR 18.45
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 2
276 NS0200396 Daily 164.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 2

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277 NS0200397 WEEK 820.00
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 2
278 NS0200398 HOUR 25.625
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 2
279 NS0200399 HOUR 24.60
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 2
280 NS0200400 Daily 205.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
DUMP TRUCKS:12-18 CY - DAILY - YEAR 2
281 NS0200401 WEEK 1025.00
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 2
282 NS0200402 HOUR 28.70
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 2
283 NS0200403 HOUR 27.675
DUMP TRUCKS: 20CY - OVERTIME - YEAR 2
284 NS0200404 Daily 229.60
DUMP TRUCKS: 20CY - DAILY - YEAR 2
285 NS0200405 WEEK 1148.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 2
286 NS0200406 HOUR 8.20
FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 2
287 NS0200407 HOUR 7.175
FLATBED (RACK) TRUCK - OVERTIME - YEAR 2
288 NS0200408 Daily 76.875
FLATBED (RACK) TRUCK - DAILY - YEAR 2
289 NS0200409 WEEK 410.00
FLATBED (RACK) TRUCK - WEEKLY - YEAR 2
290 NS0200410 HOUR 7.175
PICK-UP TRUCK - STRAIGHT TIME - YEAR 2
291 NS0200411 HOUR 6.15
PICK-UP TRUCK - OVERTIME - YEAR 2
292 NS0200412 Daily 57.40
PICK-UP TRUCK - DAILY - YEAR 2
293 NS0200413 WEEK 287.00
PICK-UP TRUCK - WEEKLY - YEAR 2
294 NS0200414 Daily 16.40
FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 2
295 NS0200415 WEEK 114.80
FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 2
296 NS0205209 MONTH 615.00
FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 2
297 NS0200417 Daily 6.15
PORTO SAN - DAILY - YEAR 2
298 NS0200418 WEEK 43.05
PORTO SAN - WEEKLY - YEAR 2
299 NS0200420 HOUR 25.625
50 KW GENERATOR - STRAIGHT TIME - YEAR 2
300 NS0200421 HOUR 24.60
50 KW GENERATOR - OVERTIME - YEAR 2
301 NS0200422 Daily 211.15
50 KW GENERATOR - DAILY - YEAR 2
302 NS0200423 WEEK 1127.50
50 KW GENERATOR - WEEKLY - YEAR 2
303 NS0200424 HOUR 35.875
75 KW GENERATOR - STRAIGHT TIME - YEAR 2

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304 NS0200425 HOUR 34.85
75 KW GENERATOR - OVERTIME - YEAR 2
305 NS0200426 Daily 347.475
75 KW GENERATOR - DAILY - YEAR 2
306 NS0200427 WEEK 1435.00
75 KW GENERATOR - WEEKLY - YEAR 2
307 NS0200428 HOUR 51.25
100 KW GENERATOR - STRAIGHT TIME - YEAR 2
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
308 NS0200429 HOUR 50.225
100 KW GENERATOR - OVERTIME - YEAR 2
309 NS0200430 Daily 410.00
100 KW GENERATOR - DAILY - YEAR 2
310 NS0200431 WEEK 1742.50
100 KW GENERATOR - WEEKLY - YEAR 2
311 NS0200432 HOUR 26.65
PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 2
312 NS0200433 HOUR 23.575
PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 2
313 NS0200434 Daily 213.20
PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 2
314 NS0200435 WEEK 1435.00
PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 2
315 NS0200436 HOUR 13.325
LIGHT TOWER - STRAIGHT TIME - YEAR 2
316 NS0200437 HOUR 11.275
LIGHT TOWER - OVERTIME - YEAR 2
317 NS0200438 Daily 79.95
LIGHT TOWER - DAILY - YEAR 2
318 NS0200439 WEEK 410.00
LIGHT TOWER - WEEKLY - YEAR 2
319 NS0200440 HOUR 13.325
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 2
320 NS0200441 HOUR 11.275
DIETZ ARROW BOARD - OVERTIME - YEAR 2
321 NS0200442 Daily 51.25
DIETZ ARROW BOARD - DAILY - YEAR 2
322 NS0200443 WEEK 251.125
DIETZ ARROW BOARD - WEEKLY - YEAR 2
323 NS0200444 HOUR 15.375
MESSAGE BOARD - STRAIGHT TIME - YEAR 2
324 NS0200445 HOUR 13.325
MESSAGE BOARD - OVERTIME - YEAR 2
325 NS0200446 Daily 102.50
MESSAGE BOARD - DAILY - YEAR 2
326 NS0200447 WEEK 717.50
MESSAGE BOARD - WEEKLY - YEAR 2
327 NS0200448 Daily 6.15
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 2
328 NS0200449 WEEK 30.75
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 2
329 NS0205210 MONTH 138.375
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 2
330 NS0200451 Daily .615
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 2

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331 NS0200452 WEEK 4.305
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 2
332 NS0205211 MONTH 22.55
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 2
333 NS0200454 EACH 18.70625
FIRE RATED 5/8" SHEETROCK - YEAR 2
334 NS0200455 ROLL 43.05
6 MIL POLY - YEAR 2
335 NS0200456 02/09/2014 CUBIC 83.025
Blanket Purchase Agreement 4253729, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
YARD
ASPHALT HOT MIX - YEAR 2
336 NS0200457 GALLON 19.475
ASPHALT SEALER - YEAR 2
337 NS0200458 CUBIC
YARD
38.95
BLUE STONE, 3/4" - YEAR 2
338 NS0200459 CUBIC
YARD
128.125
CONCRETE 3200 PSI < 8 CY - YEAR 2
339 NS0200460 CUBIC
YARD
121.975
CONCRETE 3200 PSI > 8 CY - YEAR 2
340 NS0200461 CUBIC
YARD
161.95
CONCRETE 5000 PSI < 8 CY - YEAR 2
341 NS0200462 CUBIC
YARD
158.875
CONCRETE 5000 PSI > 8 CY - YEAR 2
342 NS0200463 LINEAR
FOOT
.46125
EXPANSION JOINTS 1/2" X 4" - YEAR 2
343 NS0200464 02/09/2014 EACH 6.15
INSULATION BOARD; 2" - YEAR 2
344 NS0200465 BAG 10.7625
PORTLAND CEMENT; 90LB BAG - YEAR 2
345 NS0200466 CUBIC
YARD
18.45
RECYCLED CRUSHED STONE - YEAR 2
346 NS0200467 ROLL 35.875
ROOF PAPER - YEAR 2
347 NS0200468 BOX 71.75
RUBBER GLOVES/PVC & NITRILE - YEAR 2
348 NS0200469 CUBIC
YARD
36.90
SAND < 8 CY - YEAR 2
349 NS0200470 CUBIC

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YARD

35.875

SAND > 8 CY - YEAR 2

350 NS0200471 CUBIC

YARD

30.75

SAND AND GRAVEL MIX - YEAR 2

351 NS0200472 BAG 3.33125

SAND BAGS - YEAR 2

352 NS0200473 LINEAR

FOOT

3.075

4" PLASTIC PIPE - YEAR 2

353 NS0200474 LINEAR

FOOT

5.945

SONOTUBE 8" - YEAR 2

354 NS0200475 LINEAR

FOOT

8.20

SONOTUBE 12" - YEAR 2

355 NS0200476 LINEAR

FOOT

15.375

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(USD)

Amount

(USD)

SONOTUBE 18" - YEAR 2

356 NS0200477 LINEAR

FOOT

24.60

SONOTUBE 24"/FOOT - YEAR 2

357 NS0200478 BAG 12.30

TEMP MAC - YEAR 2

358 NS0200479 02/09/2014 PAIR 5.38125

TYVEK BOOTS - YEAR 2

359 NS0200480 EACH 11.53125

TYVEK SARANEX SUIT - YEAR 2

360 NS0200481 02/09/2014 EACH 34.85

DUMP FEE - YEAR 2

361 NS0200482 EACH 256.25

COMPACTION TEST 1/2 DAY - YEAR 2

362 NS0200483 EACH 425.375

COMPACTION TEST FULL DAY - YEAR 2

363 NS0200484 PAIL 115.825

BONDING AGENT; 5 GAL PAIL - YEAR 2

364 NS0200485 ROLL 54.325

ORANGE FENCE; 100FT ROLL - YEAR 2

365 NS0200486 EACH .76875

BRICK - YEAR 2

366 NS0200487 BAG 9.99375

MORTAR - YEAR 2

367 NS0200488 EACH 15.375

NO. 5 REBAR; 20FT PC - YEAR 2

368 NS0200489 EACH 19.475

NO. 6 REBAR; 20FT PC - YEAR 2

369 NS0200490 BAG 27.675

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CALCIUM CHLORIDE; 50LB BAG - YEAR 2
370 NS0200491 HOUR 17.425
BOBCAT, HOURLY RATE - YEAR 2
371 NS0200492 EACH .56375
2X4 - YEAR 2
372 NS0200493 FOOT .87125
2X6 - YEAR 2
373 NS0200494 FOOT 1.48625
2X10 - YEAR 2
374 NS0200495 FOOT 3.02375
3X10 - YEAR 2
375 NS0200496 FOOT .97375
4X4 - YEAR 2
376 NS0200497 FOOT 2.255
6X6 - YEAR 2
377 NS0222024 LINEAR
FOOT
2.46
4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 2
378 NS0200499 FOOT 3.33125
6X8 - YEAR 2
379 NS0200501 FOOT 4.10
12X12 - YEAR 2
380 NS0200502 EACH 9.99375
3/4 INCH PLYWOOD - YEAR 2
381 NS0200503 FOOT 34.85
FIRE RATED 2X4 - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
382 NS0200504 HOUR 102.0075
FOREMAN - STRAIGHT TIME - YEAR 3
383 NS0200505 HOUR 126.7875
FOREMAN - OVERTIME - YEAR 3
384 NS0200506 HOUR 148.575
FOREMAN - PREMIUM TIME - YEAR 3
385 NS0200507 HOUR 100.8525
LABORER - STRAIGHT TIME - YEAR 3
386 NS0200508 HOUR 125.9475
LABORER - OVERTIME - YEAR 3
387 NS0200509 HOUR 149.10
LABORER - PREMIUM TIME - YEAR 3
388 NS0200510 HOUR 106.05
DRILLRUNNER - STRAIGHT TIME - YEAR 3
389 NS0200511 HOUR 145.6875
DRILLRUNNER - OVERTIME - YEAR 3
390 NS0200512 HOUR 145.6875
DRILLRUNNER - OT/SAT - YEAR 3
391 NS0200513 HOUR 173.1975
DRILLRUNNER - PREMIUM TIME - YEAR 3
392 NS0200514 HOUR 101.85
COMPRESSOR ENG - STRAIGHT TIME - YEAR 3
393 NS0200515 HOUR 130.20
COMPRESSOR ENG - OVERTIME - YEAR 3
394 NS0200516 HOUR 130.20
COMPRESSOR ENG - PREMIUM TIME - YEAR 3
395 NS0200517 HOUR 135.9225

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OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 3
396 NS0200518 HOUR 229.4775
OPER ENG/MAINT MAN - OVERTIME - YEAR 3
397 NS0200519 HOUR 229.4775
OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 3
398 NS0200520 HOUR 107.2575
CHAUFFEUR - STRAIGHT TIME - YEAR 3
399 NS0205590 HOUR 102.3225
Chauffeur/ Over Time
400 NS0200522 HOUR 133.2975
CHAUFFEUR OT/SAT - YEAR 3
401 NS0200523 HOUR 156.45
CHAUFFEUR - PREMIUM TIME - YEAR 3
402 NS0200524 HOUR 124.6875
TIMBERMAN - STRAIGHT TIME - YEAR 3
403 NS0200525 HOUR 148.575
TIMBERMAN - OVERTIME - YEAR 3
404 NS0200526 HOUR 176.40
TIMBERMAN - PREMIUM TIME - YEAR 3
405 NS0200527 HOUR 135.9225
WELDER - STRAIGHT TIME - YEAR 3
406 NS0200528 HOUR 229.4775
WELDER - OVERTIME - YEAR 3
407 NS0200529 HOUR 229.4775
WELDER - PREMIUM TIME - YEAR 3
408 NS0200530 HOUR 112.35
RAKER - STRAIGHT TIME - YEAR 3
409 NS0200531 HOUR 142.80
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
RAKER - OVERTIME - YEAR 3
410 NS0200532 HOUR 170.10
RAKER - PREMIUM TIME - YEAR 3
411 NS0200533 HOUR 19.95
LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 3
412 NS0200534 HOUR 16.80
LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 3
413 NS0200535 Daily 152.25
LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 3
414 NS0200536 WEEK 1209.60
LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 3
415 NS0200537 02/09/2014 TANK 4620.00
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 3
416 NS0200538 HOUR 26.25
LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 3
417 NS0200539 HOUR 24.15
LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 3
418 NS0200540 Daily 199.50
LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 3
419 NS0200541 WEEK 945.00
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 3
420 NS0200542 MONTH 4200.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 3
421 NS0200543 HOUR 52.50
CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 3
422 NS0200544 HOUR 50.40

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CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 3
423 NS0200545 HOUR 31.50
CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 3
424 NS0200546 HOUR 30.45
CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 3
425 NS0200547 HOUR 5.25
FORKLIFT - STRAIGHT TIME - YEAR 3
426 NS0200548 HOUR 4.20
FORKLIFT - OVERTIME - YEAR 3
427 NS0200549 HOUR .6825
JACKHAMMER - STRAIGHT TIME - YEAR 3
428 NS0200550 HOUR .4935
JACKHAMMER - OVERTIME - YEAR 3
429 NS0200551 Daily 5.25
JACKHAMMER - DAILY - YEAR 3
430 NS0200552 HOUR 15.75
ROLLER, 12 TON - STRAIGHT TIME - YEAR 3
431 NS0200553 HOUR 14.70
ROLLER, 12 TON - OVERTIME - YEAR 3
432 NS0200554 Daily 115.50
ROLLER, 12 TON - DAILY - YEAR 3
433 NS0200555 HOUR 2.10
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 3
434 NS0200556 HOUR 1.8375
GENERATOR SET, 7.5KW - OVERTIME - YEAR 3
435 NS0200557 Daily 15.75
GENERATOR SET, 7.5KW - DAILY - YEAR 3
436 NS0200558 HOUR 10.50
DARDA SPLITTER - STRAIGHT TIME - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
437 NS0200559 HOUR 8.40
DARDA SPLITTER - OVERTIME - YEAR 3
438 NS0200560 HOUR 12.60
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 3
439 NS0200561 HOUR 9.45
PORTABLE COMPRESSOR, 250 CFM - OVERTIME - YEAR 3
440 NS0200562 Daily 100.80
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 3
441 NS0200563 WEEK 420.00
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 3
442 NS0200564 HOUR 3.15
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 3
443 NS0200565 HOUR 2.8875
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 3
444 NS0200566 Daily 25.20
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 3
445 NS0200567 HOUR 6.30
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 3
446 NS0200568 HOUR 5.25
WELDING MACHINE, 300A - OVERTIME - YEAR 3
447 NS0200569 Daily 47.25
WELDING MACHINE, 300A - DAILY - YEAR 3
448 NS0200570 HOUR 14.70
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 3
449 NS0200571 HOUR 12.60

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TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 3
450 NS0200572 Daily 110.25
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 3
451 NS0200573 HOUR 2.10
TAMPER - STRAIGHT TIME - YEAR 3
452 NS0200574 HOUR 1.05
TAMPER - OVERTIME - YEAR 3
453 NS0200575 Daily 16.80
TAMPER - DAILY - YEAR 3
454 NS0200576 HOUR 18.90
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 3
455 NS0200577 HOUR 17.85
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 3
456 NS0200578 Daily 151.20
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 3
457 NS0200579 HOUR 26.5125
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 3
458 NS0200580 HOUR 23.10
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 3
459 NS0200581 Daily 215.25
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 3
460 NS0200582 HOUR 12.60
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 3
461 NS0200583 HOUR 11.55
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 3
462 NS0200584 Daily 100.80
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 3
463 NS0200585 WEEK 509.25
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 3
464 NS0200586 HOUR 21.00
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(USD)
Amount
(USD)
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 3
465 NS0200587 HOUR 18.90
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 3
466 NS0200588 Daily 168.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 3
467 NS0200589 WEEK 840.00
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 3
468 NS0200590 HOUR 26.25
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 3
469 NS0200591 HOUR 25.20
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 3
470 NS0200592 Daily 210.00
DUMP TRUCKS:12-18 CY - DAILY - YEAR 3
471 NS0200593 WEEK 1050.00
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 3
472 NS0200594 HOUR 29.40
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 3
473 NS0200595 HOUR 28.35
DUMP TRUCKS: 20CY - OVERTIME - YEAR 3
474 NS0200596 Daily 235.20
DUMP TRUCKS: 20CY - DAILY - YEAR 3
475 NS0200597 WEEK 1176.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 3
476 NS0200598 HOUR 8.40

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FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 3
477 NS0200599 HOUR 7.35
FLATBED (RACK) TRUCK - OVERTIME - YEAR 3
478 NS0200600 Daily 78.75
FLATBED (RACK) TRUCK - DAILY - YEAR 3
479 NS0200601 WEEK 420.00
FLATBED (RACK) TRUCK - WEEKLY - YEAR 3
480 NS0200602 HOUR 7.35
PICK-UP TRUCK - STRAIGHT TIME - YEAR 3
481 NS0200603 HOUR 6.30
PICK-UP TRUCK - OVERTIME - YEAR 3
482 NS0200604 Daily 58.80
PICK-UP TRUCK - DAILY - YEAR 3
483 NS0200605 WEEK 294.00
PICK-UP TRUCK - WEEKLY - YEAR 3
484 NS0200606 Daily 16.80
FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 3
485 NS0200607 WEEK 117.60
FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 3
486 NS0200608 MONTH 630.00
FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 3
487 NS0200609 Daily 6.30
PORTO SAN - DAILY - YEAR 3
488 NS0200610 WEEK 44.10
PORTO SAN - WEEKLY - YEAR 3
489 NS0200612 HOUR 26.25
50 KW GENERATOR - STRAIGHT TIME - YEAR 3
490 NS0200613 HOUR 25.20
50 KW GENERATOR - OVERTIME - YEAR 3
491 NS0200614 Daily 216.30
50 KW GENERATOR - DAILY - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
492 NS0200615 WEEK 1155.00
50 KW GENERATOR - WEEKLY - YEAR 3
493 NS0200616 HOUR 36.75
75 KW GENERATOR - STRAIGHT TIME - YEAR 3
494 NS0200617 HOUR 35.70
75 KW GENERATOR - OVERTIME - YEAR 3
495 NS0200618 Daily 355.95
75 KW GENERATOR - DAILY - YEAR 3
496 NS0200619 WEEK 1470.00
75 KW GENERATOR - WEEKLY - YEAR 3
497 NS0200620 HOUR 52.50
100 KW GENERATOR - STRAIGHT TIME - YEAR 3
498 NS0200621 HOUR 51.45
100 KW GENERATOR - OVERTIME - YEAR 3
499 NS0200622 Daily 420.00
100 KW GENERATOR - DAILY - YEAR 3
500 NS0200623 WEEK 1785.00
100 KW GENERATOR - WEEKLY - YEAR 3
501 NS0200624 HOUR 27.30
PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 3
502 NS0200625 HOUR 24.15
PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 3
503 NS0200626 Daily 218.40

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PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 3
504 NS0200627 WEEK 1470.00
PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 3
505 NS0200628 HOUR 13.65
LIGHT TOWER - STRAIGHT TIME - YEAR 3
506 NS0200629 HOUR 11.55
LIGHT TOWER - OVERTIME - YEAR 3
507 NS0200630 Daily 81.90
LIGHT TOWER - DAILY - YEAR 3
508 NS0200631 WEEK 420.00
LIGHT TOWER - WEEKLY - YEAR 3
509 NS0200632 HOUR 13.65
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 3
510 NS0200633 HOUR 11.55
DIETZ ARROW BOARD - OVERTIME - YEAR 3
511 NS0200634 Daily 52.50
DIETZ ARROW BOARD - DAILY - YEAR 3
512 NS0200635 WEEK 257.25
DIETZ ARROW BOARD - WEEKLY - YEAR 3
513 NS0200636 HOUR 15.75
MESSAGE BOARD - STRAIGHT TIME - YEAR 3
514 NS0200637 HOUR 13.65
MESSAGE BOARD - OVERTIME - YEAR 3
515 NS0200638 Daily 105.00
MESSAGE BOARD - DAILY - YEAR 3
516 NS0200639 WEEK 735.00
MESSAGE BOARD - WEEKLY - YEAR 3
517 NS0200640 Daily 6.30
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 3
518 NS0200641 WEEK 31.50
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 3
519 NS0200642 MONTH 141.75
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 3
520 NS0200643 Daily .63
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 3
521 NS0200644 WEEK 4.41
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 3
522 NS0200645 MONTH 23.10
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 3
523 NS0200646 EACH 19.1625
FIRE RATED 5/8" SHEETROCK - YEAR 3
524 NS0200647 ROLL 44.10
6 MIL POLY - YEAR 3
525 NS0200648 02/09/2014 CUBIC
YARD
85.05
ASPHALT HOT MIX - YEAR 3
526 NS0200649 GALLON 19.95
ASPHALT SEALER - YEAR 3
527 NS0200650 CUBIC
YARD
39.90
BLUE STONE, 3/4" - YEAR 3
528 NS0200651 CUBIC

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YARD

131.25

CONCRETE 3200 PSI < 8 CY - YEAR 3

529 NS0200652 CUBIC

YARD

124.95

CONCRETE 3200 PSI > 8 CY - YEAR 3

530 NS0200653 CUBIC

YARD

165.90

CONCRETE 5000 PSI < 8 CY - YEAR 3

531 NS0200654 CUBIC

YARD

162.75

CONCRETE 5000 PSI > 8 CY - YEAR 3

532 NS0200655 LINEAR

FOOT

.4725

EXPANSION JOINTS 1/2" X 4" - YEAR 3

533 NS0200656 02/09/2014 EACH 6.30

INSULATION BOARD; 2" - YEAR 3

534 NS0200657 BAG 11.025

PORTLAND CEMENT; 90LB BAG - YEAR 3

535 NS0200658 CUBIC

YARD

18.90

RECYCLED CRUSHED STONE - YEAR 3

536 NS0200659 ROLL 36.75

ROOF PAPER - YEAR 3

537 NS0200660 BOX 73.50

RUBBER GLOVES/PVC & NITRILE - YEAR 3

538 NS0200661 CUBIC

YARD

37.80

SAND < 8 CY - YEAR 3

539 NS0200662 CUBIC

YARD

36.75

SAND > 8 CY - YEAR 3

540 NS0200663 CUBIC

YARD

31.50

SAND AND GRAVEL MIX - YEAR 3

541 NS0200664 BAG 3.4125

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(USD)

SAND BAGS - YEAR 3

542 NS0200665 LINEAR

FOOT

3.15

4" PLASTIC PIPE - YEAR 3

543 NS0200666 LINEAR

FOOT

6.09

SONOTUBE 8" - YEAR 3

544 NS0200667 LINEAR

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FOOT
8.40
SONOTUBE 12" - YEAR 3
545 NS0200668 LINEAR
FOOT
15.75
SONOTUBE 18" - YEAR 3
546 NS0200669 LINEAR
FOOT
25.20
SONOTUBE 24"/FOOT - YEAR 3
547 NS0200670 02/09/2014 WEEK 12.60
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1
548 NS0200671 02/09/2014 WEEK 5.5125
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1
549 NS0200672 02/09/2014 MONTH 11.8125
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1
550 NS0200673 02/09/2014 MONTH 35.70
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1
551 NS0222026 02/09/2014 EACH 262.50
COMPACTION TEST 1/2 DAY YEAR 3
552 NS0200675 EACH 435.75
COMPACTION TEST FULL DAY - YEAR 3
553 NS0200676 PAIL 118.65
BONDING AGENT; 5 GAL PAIL - YEAR 3
554 NS0200677 ROLL 55.65
ORANGE FENCE; 100FT ROLL - YEAR 3
555 NS0200678 EACH .7875
BRICK - YEAR 3
556 NS0200679 BAG 10.2375
MORTAR - YEAR 3
557 NS0200680 EACH 15.75
NO. 5 REBAR; 20FT PC - YEAR 3
558 NS0200681 EACH 19.95
NO. 6 REBAR; 20FT PC - YEAR 3
559 NS0200682 BAG 28.35
CALCIUM CHLORIDE; 50LB BAG - YEAR 3
560 NS0200683 HOUR 17.85
BOBCAT, HOURLY RATE - YEAR 3
561 NS0200695 FOOT .5775
FIRE RATED 2X4 - YEAR 3
562 NS0200685 FOOT .8925
2X6 - YEAR 3
563 NS0200686 FOOT 1.5225
2X10 - YEAR 3
564 NS0200687 FOOT 3.0975
3X10 - YEAR 3
565 NS0200688 FOOT .9975
4X4 - YEAR 3
566 NS0200689 FOOT 2.31
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
6X6 - YEAR 3
567 NS0222025 LINEAR
FOOT
2.52

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4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 3

This line CANCELED on 06-DEC-2013

568 NS0200691 FOOT 3.4125

6X8 - YEAR 3

569 NS0200690 FOOT 4.20

8X8 - YEAR 3

570 NS0200693 FOOT 10.2375

12X12 - YEAR 3

571 NS0200694 EACH 35.70

3/4 INCH PLYWOOD - YEAR 3

573 NS02002870 02/09/2014 PAIR 5.25

TYVEK BOOTS - YEAR 1

574 NS0207898 MONTH 600.00

FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 1

575 NS0200674 WEEK 1152.00

LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 1

576 NS0200673 MONTH 4400.00

LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1

577 NS0200671 WEEK 900.00

LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1

578 NS0200672 MONTH 4000.00

LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1

579 NS0200670 WEEK 400.00

PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1

580 NS0224024 TON 81.00

CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 1

581 NS0224025 SQUARE

FOOT

6.00

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" -YEAR 1

582 NS0224506 PAIR 5.25

TYVEK BOOTS - YEAR 1

583 NS0224026 CUBIC

YARD

34.00

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 1

584 NS0224027 TON 83.025

CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 2

585 NS0224029 SQUARE

FOOT

6.15

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" -YEAR 2

586 NS0224031 PAIR 5.38

CONSTRUCTION EXCAVATION SERVICES, TYVEK BOOTS - YEAR 2

587 NS0224030 CUBIC

YARD

34.85

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 2

588 NS0224039 MONTH 4620.00

CONSTRUCTION EXCAVATION SERVICES, LOADER/BACKHOE, DYNAHOE 190 - MONTHLY -
YEAR 3

589 NS0224033 TON 85.05

CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 3

590 NS0224034 SQUARE 6.30

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

Contains Confidential Commercial Information

FOOT

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" - YEAR 3

591 NS0224035 BAG 12.60

CONSTRUCTION EXCAVATION SERVICES, TEMP MAC - YEAR 3

592 NS0224036 PAIR 5.51

CONSTRUCTION EXCAVATION SERVICES, TYVEK BOOTS - YEAR 3

593 NS0224037 EACH 11.81

CONSTRUCTION EXCAVATION SERVICES, TYVEK SARANEX SUIT - YEAR 3

594 NS0224038 CUBIC

YARD

35.70

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 3

595 NS0223904 EACH 262.50

COMPACTION TEST 1/2 DAY YEAR 3

596 NS0222026 EACH 2.52

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CONSTRUCTION EXCAVATION SERVICES, 8X8 YEAR - 2

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

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July 1, 2012

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STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase

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Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not Blanket Purchase Agreement 4253729,

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enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B.Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C.Contractors shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D.Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All

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payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due

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under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

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G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

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other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work

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arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F.Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8.Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4253729,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9.Contractor's Performance.

A.Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B.When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons

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in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

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(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and

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acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

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(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit

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prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

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(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4253729,

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the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4253729,

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Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute

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is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C.Contractors shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4253729,

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contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and

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consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G.No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16.Claims.

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A.The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B.For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C.For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i)For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

- (a)The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and
- (b)The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii)For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

- (a)The date the Increased Costs were incurred;
- (b)The name, title, trade local, and number of the workers who performed the work whose costs were increased;
- (c)The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and
- (d)The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D.If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical

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path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

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impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

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had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State

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Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

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extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers,

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used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Blanket Purchase Agreement 4253729,

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fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21.Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22.Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23.Inspection and Tests and Correction of Defects.

A.Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

(i)halt the continuation of such Work; and

(ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the

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cost thereof from Contractor; or

(iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C. If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

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26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

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completed or in the course of construction and to all materials, equipment and structures as to which any payment

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has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

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30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4253729,

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loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and

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subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4253729,

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change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Blanket Purchase Agreement 4253729,

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if

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it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

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A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder,

Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other

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municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4253729,

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Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4253729,

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage,

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or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:
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Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, N.Y. 10003
Attention:Purchasing Department
Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all

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materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4253729,

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

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subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R,

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Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

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cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

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waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Blanket Purchase Agreement 4253729,

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work

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and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55.Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56.Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1.Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time

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Con Edison has met its minimum purchase obligation as set forth below.

2.Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at

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least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3.Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4.Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5.Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

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6.Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7.Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8.Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other Party to the contract with Con Edison is referred to as the "Contractor")

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications

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incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

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The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

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The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the Blanket Purchase Agreement 4253729,

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clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "

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commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Signatures

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Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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Consolidated Edison Company of New York, Inc.- Contract for Gas-related goods or services

ATTACHMENT NO. 7

CONTRACTOR: CAC INDUSTRIES INC

PURCHASE ORDER NO.: 4253484

BID COMPARISON:

\$5,617,900
\$5,560,242
\$5,728,877
\$5,718,280
\$5,964,862
\$6,796,207
\$8,106,759
\$9,330,953
\$11,446,781
\$17,609,446
\$6,433,094

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Consolidated Edison Company of New York, Inc.

**4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES**

Type **Blanket Purchase Agreement**

Order **4253484**

Revision **4**

PO Approved Date **01/29/2014**

Revision Date **01/15/2014**

Current Buyer **Elza Renazile**

Supplier: **CAC INDUSTRIES INC**

**54-08 VERNON BLVD
LONG ISLAND CITY, NY 11101
UNITED STATES**

Supplier

Contact:

**LAVROV DMITRY
(718) 729-3600**

Key

ConEd

Contact:

Elza Renazile

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

9544 Net 30 DESTINATION

Effective Start Date Effective End Date Amount Agreed (USD)

12/01/2013 11/30/2016 5,718,280.00

Notes: Revision 004 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Con Edison is the party to this agreement and may order FREEZE PIT EXCAVATION SERVICES for Con Edison and/ or its affiliate Orange and Rockland Utilities, Inc. (O&R) to be performed in Con Edison territories (excluding Westchester) and O&R territories

Year 1 - 12/1/13 - 11/30-/14

Year 2 - 12/1/14 - 11/30/15

Year 3 - 12/1/15 - 11/30/16

Year 4 - (AT CON EDISON'S OPTION) - 12/1/16- 11/30/17

YEAR 5 - (AT CON EDISON'S OPTION) 12/1/17 - 11/30/18

Pricing will remain firm for the first year with escalation of 1.05 for the 2nd year and 1.09 for the 3rd year, with escalation of 1.15 for the optional 4th year and 1.21 for the optional 5th year, respectively from year one pricing. Pricing for any items ordered for O&R will be 1.9 times the then current Con Edison pricing. Contractor agrees not to seek pricing relief during the term of the Blanket Purchase Agreement.

The contract requires the contractor to provide excavations on an around-the-clock basis to support planned and emergency

maintenance needs for Transmission Operations, with a two-hour emergency mobilization required.

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison EH&S Representative.

Original invoices and all supporting documentations should be sent to the Con Edison Authorized Representative.

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Expenditure Limitation: The Maximum Expenditure Authorized under this Blanket Purchase Agreement is \$5,728,877. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation, and the Contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed revision to the Blanket Purchase Agreement.

This Blanket Purchase Agreement will be performed in accordance with the following which are incorporated herein by reference:

Con Edison invitation to RFQ# 434068 and all documents referenced therein.

Con Edison Standard Terms and Conditions of Construction Contracts dated, 07-1-2012.

Con Edison Amendments #1, #2 and #3 to bid Event dated 10/23/13, 10/23/13 and 10/24/13

Con Edison Special Conditions of Purchase - Indefinite Quantity Contract dated 07-01-12

Con Edison Supplemental Construction Contract Requirements C-CM-004 Rev 1 dated, 6-7-2011

Con Edison Trenching Manual – Final Nov. 2009 R7

Con Edison Gas Trenching Manual dated 7-8-11 R0

CAC Disclosure Form dated 10-23-13

NYC Emergency Excavation & Freeze Pits Special Conditions, dated 2-1-13

Attachment 1 EH&S Hazard Analysis For Contractor Work dated 12-2012.doc

Appendix A

Con Edison Gift Policy

CAC Industries Inc. took no exceptions

Notwithstanding anything to the contrary herein (including, but not limited to, the Con Edison Standard Terms and Conditions and the Trenching Manual(s), Restoration Manual and Specifications that are a part hereof), Contractor shall be responsible for furnishing, placing, maintaining and removing barricades, vehicular and pedestrian skid resistant steel plates, temporary restoration, structural steel bridges and/or timber decking at worksites and for complying with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto (collectively, Site Protection). Site Protection shall include, but not be limited to, protection of worksites from pedestrian and vehicular intrusion and, before any worksite is left unattended, unless appropriate barricading is installed, all excavations must be plated or temporarily restored to grade in accordance with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto, including vehicular plating in accordance with Con Edison Road Plate Guidelines. Site Protection also includes, but is not limited to, Contractor inspections of worksites, at intervals to be determined by worksite conditions, to ensure compliance with the above Site Protection requirements and that no safety hazard exists. There shall be no separate charge or amount due for Site Protection, as any cost and expense thereof is part of the prices paid for other work hereunder.

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In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Mike Perrino 212-460-3209 perrinom@coned.com.

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209 perrinom@coned.com

CECONY Representatives:

Mark San Antonio– Department Manager, e-mail address - Sanantoniom@coned.com; Phone Number: (646) 879-5791

Gerald L Materazzo - Field Operations Planner, email Materazzog@coned.com, Phone Number (646) 739-1823

Vernon Schaefer – Project Manager, email address Schaefer@coned.com, Phone Number (646)879-5525

Mike Pillig - Safety Manager, email Pilligm@coned.com, Phone Number (347)386-5506

CAC Industries Representative:

Dmitry Lavrov, e-mail address DLavrov@cacindinc.com; Phone Number (917) 731-3342

Reference Documents: CAC-Bid Disclosure Form dated 10-23-13.pdf

Supplemental Construction Contract Requirements C-CM-004 Rev 1 date 6-7-2011).pdf

Con Edison Amendment #1 dated 10-23-13.docx

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Con Edison Amendment #3 dated 10-24-13.docx

Con Edison Amendment #2 dated 10-23-13.docx

Con Edison Trenching Manual - Final dated 11-2009 R7.pdf

Con Edison Gas Trenching Manual dated 7-8-11 R0.pdf

ATTACHMENT 1 EH&S HAZARD ANALYSIS FOR

CONTRACTOR WORK dated 12-2012.doc

NYC EMERGENCY EXCAVATION & FREEZE PITS SPECIAL

CONDITIONS DATED- 2-1-13.doc

All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

1 NS0200119 EACH 1.00

SERVICE /EQUIPMENT +10%

2 NS0200120 HOUR 100.00

FOREMAN - STRAIGHT TIME - YEAR 1

3 NS0200121 HOUR 125.00

FOREMAN - OVERTIME - YEAR 1

4 NS0200122 HOUR 135.00

FOREMAN - PREMIUM TIME - YEAR 1

5 NS0200123 HOUR 130.00

LABORER - STRAIGHT TIME - YEAR 1

6 NS0200124 HOUR 140.00

LABORER - OVERTIME - YEAR 1

7 NS0200125 HOUR 140.00

LABORER - PREMIUM TIME - YEAR 1

8 NS0200126 HOUR 50.00

DRILLRUNNER - STRAIGHT TIME - YEAR 1

9 NS0200127 HOUR 60.00

DRILLRUNNER - OVERTIME - YEAR 1

10 NS0200128 HOUR 60.00

DRILLRUNNER - OT/SAT - YEAR 1

11 NS0200129 HOUR 60.00

DRILLRUNNER - PREMIUM TIME - YEAR 1

12 NS0200130 HOUR 115.00

COMPRESSOR ENG - STRAIGHT TIME - YEAR 1

13 NS0200131 HOUR 177.00

COMPRESSOR ENG - OVERTIME - YEAR 1

14 NS0200132 HOUR 177.00

COMPRESSOR ENG - PREMIUM TIME - YEAR 1

15 NS0200133 HOUR 140.00

OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 1

16 NS0200134 HOUR 250.00

OPER ENG/MAINT MAN - OVERTIME - YEAR 1

17 NS0200135 HOUR 250.00

OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 1

18 NS0200136 HOUR 115.00

CHAUFFEUR - STRAIGHT TIME - YEAR 1

19 NS0200137 HOUR 145.00

CHAUFFEUR - OVERTIME - YEAR 1

20 NS0200138 HOUR 145.00

CHAUFFEUR OT/SAT - YEAR 1

21 NS0200139 HOUR 150.00

CHAUFFEUR - PREMIUM TIME - YEAR 1

22 NS0200140 HOUR 140.00

TIMBERMAN - STRAIGHT TIME - YEAR 1

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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
	(USD)						
	Amount						
	(USD)						
23	NS0200141 HOUR				155.00		
	TIMBERMAN - OVERTIME - YEAR 1						
24	NS0200142 HOUR				155.00		
	TIMBERMAN - PREMIUM TIME - YEAR 1						
25	NS0200143 HOUR				120.00		
	WELDER - STRAIGHT TIME - YEAR 1						
26	NS0200144 HOUR				230.00		
	WELDER - OVERTIME - YEAR 1						
27	NS0200145 HOUR				230.00		
	WELDER - PREMIUM TIME - YEAR 1						
28	NS0200146 HOUR				90.00		
	RAKER - STRAIGHT TIME - YEAR 1						
29	NS0200147 HOUR				124.84		
	RAKER - OVERTIME - YEAR 1						
30	NS0200148 HOUR				156.96		
	RAKER - PREMIUM TIME - YEAR 1						
31	NS0200149 HOUR				35.00		
	LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 1						
32	NS0200150 HOUR				35.00		
	LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 1						
33	NS0200151 Daily				300.00		
	LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 1						
34	NS0200674 WEEK				1500.00		
	LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 1						
	This line CANCELED on 21-JAN-2014						
35	NS0200673 MONTH				4500.00		
	LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1						
	This line CANCELED on 21-JAN-2014						
36	NS0200154 HOUR				10.00		
	LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 1						
37	NS0200155 HOUR				10.00		
	LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 1						
38	NS0200156 Daily				50.00		
	LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 1						
39	NS0200671 WEEK				200.00		
	LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1						
	This line CANCELED on 21-JAN-2014						
40	NS0200672 MONTH				1000.00		
	LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1						
	This line CANCELED on 21-JAN-2014						
41	NS0200159 HOUR				50.00		
	CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 1						
42	NS0200160 HOUR				50.00		
	CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 1						
43	NS0200161 HOUR				10.00		
	CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 1						
44	NS0200162 HOUR				10.00		
	CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 1						
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	Proprietary and Confidential Page 5 of 75						
	Line Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
	(USD)						
	Amount						
	(USD)						
45	NS0200163 HOUR				10.00		
	FORKLIFT - STRAIGHT TIME - YEAR 1						

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46 NS0200164 HOUR 10.00
FORKLIFT - OVERTIME - YEAR 1
47 NS0200165 HOUR 3.00
JACKHAMMER - STRAIGHT TIME - YEAR 1
48 NS0200166 HOUR 3.00
JACKHAMMER - OVERTIME - YEAR 1
49 NS0200167 Daily 15.00
JACKHAMMER - DAILY - YEAR 1
50 NS0200168 HOUR 27.75
ROLLER, 12 TON - STRAIGHT TIME - YEAR 1
51 NS0200169 HOUR 27.75
ROLLER, 12 TON - OVERTIME - YEAR 1
52 NS0200170 Daily 221.99
ROLLER, 12 TON - DAILY - YEAR 1
53 NS0200171 HOUR 2.47
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 1
54 NS0200172 HOUR 2.47
GENERATOR SET, 7.5KW - OVERTIME - YEAR 1
55 NS0200173 Daily 19.78
GENERATOR SET, 7.5KW - DAILY - YEAR 1
56 NS0200174 HOUR 3.00
DARDA SPLITTER - STRAIGHT TIME - YEAR 1
57 NS0200175 HOUR 3.00
DARDA SPLITTER - OVERTIME - YEAR 1
58 NS0200176 HOUR 10.88
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 1
59 NS0200177 HOUR 10.88
PORTABLE COMPRESSOR, 250 CFM - OVERTIME - YEAR 1
60 NS0200178 Daily 87.01
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 1
61 NS0200670 WEEK 435.07
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1
This line CANCELED on 21-JAN-2014
62 NS0200180 HOUR 4.11
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 1
63 NS0200181 HOUR 4.11
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 1
64 NS0200182 Daily 32.88
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 1
65 NS0200183 HOUR 5.91
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 1
66 NS0200184 HOUR 5.91
WELDING MACHINE, 300A - OVERTIME - YEAR 1
67 NS0200185 Daily 47.30
WELDING MACHINE, 300A - DAILY - YEAR 1
68 NS0200186 HOUR 15.00
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 1
69 NS0200187 HOUR 15.00
TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 1
70 NS0200188 Daily 100.00
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
71 NS0200189 HOUR 2.08
TAMPER - STRAIGHT TIME - YEAR 1
72 NS0200190 HOUR 2.08

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TAMPER - OVERTIME - YEAR 1
73 NS0200191 Daily 16.64
TAMPER - DAILY - YEAR 1
74 NS0200192 HOUR 40.00
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 1
75 NS0200193 HOUR 40.00
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 1
76 NS0200194 Daily 320.00
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 1
77 NS0200195 HOUR 20.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 1
78 NS0200196 HOUR 20.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 1
79 NS0200197 Daily 150.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 1
80 NS0200198 HOUR 10.00
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 1
81 NS0200199 HOUR 10.00
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 1
82 NS0200200 Daily 80.00
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 1
83 NS0200201 WEEK 350.00
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 1
84 NS0200202 HOUR 15.00
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 1
85 NS0200203 HOUR 15.00
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 1
86 NS0200204 Daily 100.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 1
87 NS0200205 WEEK 350.00
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 1
88 NS0200206 HOUR 33.08
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 1
89 NS0200207 HOUR 33.08
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 1
90 NS0200208 Daily 264.67
DUMP TRUCKS:12-18 CY - DAILY - YEAR 1
91 NS0200209 WEEK 1323.34
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 1
92 NS0200210 HOUR 40.00
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 1
93 NS0200211 HOUR 40.00
DUMP TRUCKS: 20CY - OVERTIME - YEAR 1
94 NS0200212 Daily 320.00
DUMP TRUCKS: 20CY - DAILY - YEAR 1
95 NS0200213 WEEK 1400.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 1
96 NS0200214 HOUR 10.00
FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 1
97 NS0200215 HOUR 1.00
FLATBED (RACK) TRUCK - OVERTIME - YEAR 1
98 NS0200216 Daily 50.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FLATBED (RACK) TRUCK - DAILY - YEAR 1
99 NS0200217 WEEK 100.00

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FLATBED (RACK) TRUCK - WEEKLY - YEAR 1

100 NS0200218 HOUR 8.73

PICK-UP TRUCK - STRAIGHT TIME - YEAR 1

101 NS0200219 HOUR 8.73

PICK-UP TRUCK - OVERTIME - YEAR 1

102 NS0200220 Daily 70.00

PICK-UP TRUCK - DAILY - YEAR 1

103 NS0200221 WEEK 350.00

PICK-UP TRUCK - WEEKLY - YEAR 1

104 NS0200222 Daily 12.77

FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 1

105 NS0200223 WEEK 63.86

FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 1

106 NS0207890 EACH 280.98

RESIDENTIAL APPLIANCE RECYCLING - APPLIANCE RECYCLE- FREEZER AND REFRIGERATORS

This line CANCELED on 08-DEC-2013

107 NS0200225 Daily 2.75

PORTO SAN - DAILY - YEAR 1

108 NS0200226 WEEK 35.00

PORTO SAN - WEEKLY - YEAR 1

109 NS0200228 HOUR 2.47

50 KW GENERATOR - STRAIGHT TIME - YEAR 1

110 NS0200229 HOUR 2.47

50 KW GENERATOR - OVERTIME - YEAR 1

111 NS0200230 Daily 19.78

50 KW GENERATOR - DAILY - YEAR 1

112 NS0200231 WEEK 98.88

50 KW GENERATOR - WEEKLY - YEAR 1

113 NS0200232 HOUR 2.47

75 KW GENERATOR - STRAIGHT TIME - YEAR 1

114 NS0200233 HOUR 2.47

75 KW GENERATOR - OVERTIME - YEAR 1

115 NS0200234 Daily 19.78

75 KW GENERATOR - DAILY - YEAR 1

116 NS0200235 WEEK 98.88

75 KW GENERATOR - WEEKLY - YEAR 1

117 NS0200236 HOUR 2.47

100 KW GENERATOR - STRAIGHT TIME - YEAR 1

118 NS0200237 HOUR 2.47

100 KW GENERATOR - OVERTIME - YEAR 1

119 NS0200238 Daily 19.78

100 KW GENERATOR - DAILY - YEAR 1

120 NS0200239 WEEK 98.88

100 KW GENERATOR - WEEKLY - YEAR 1

121 NS0200240 HOUR 15.00

PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 1

122 NS0200241 HOUR 15.00

PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 1

123 NS0200242 Daily 110.00

PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 1

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

124 NS0200243 WEEK 400.00

PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 1

125 NS0200244 HOUR 12.88

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LIGHT TOWER - STRAIGHT TIME - YEAR 1
126 NS0200245 HOUR 12.88
LIGHT TOWER - OVERTIME - YEAR 1
127 NS0200246 Daily 103.00
LIGHT TOWER - DAILY - YEAR 1
128 NS0200247 WEEK 515.00
LIGHT TOWER - WEEKLY - YEAR 1
129 NS0200248 HOUR 12.88
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 1
130 NS0200249 HOUR 12.88
DIETZ ARROW BOARD - OVERTIME - YEAR 1
131 NS0200250 Daily 103.00
DIETZ ARROW BOARD - DAILY - YEAR 1
132 NS0200251 WEEK 515.00
DIETZ ARROW BOARD - WEEKLY - YEAR 1
133 NS0200252 HOUR 5.00
MESSAGE BOARD - STRAIGHT TIME - YEAR 1
134 NS0200253 HOUR 5.00
MESSAGE BOARD - OVERTIME - YEAR 1
135 NS0200254 Daily 40.00
MESSAGE BOARD - DAILY - YEAR 1
136 NS0200255 WEEK 200.00
MESSAGE BOARD - WEEKLY - YEAR 1
137 NS0200256 Daily 6.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 1
138 NS0200257 WEEK 20.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 1
139 NS0200258 MONTH 40.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 1
140 NS0200259 Daily .35
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 1
141 NS0200260 WEEK 1.70
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 1
142 NS0200261 MONTH 6.70
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 1
143 NS0200262 EACH 12.00
FIRE RATED 5/8" SHEETROCK - YEAR 1
144 NS0200263 ROLL 86.00
6 MIL POLY - YEAR 1
145 NS0200264 CUBIC
YARD
80.00
ASPHALT HOT MIX - YEAR 1
This line CANCELED on 21-JAN-2014
146 NS0200265 GALLON 15.00
ASPHALT SEALER - YEAR 1
147 NS0200266 CUBIC
YARD
15.00
BLUE STONE, 3/4" - YEAR 1
148 NS0200267 CUBIC
YARD
150.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
CONCRETE 3200 PSI < 8 CY - YEAR 1

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149 NS0200268 CUBIC
YARD
150.00
CONCRETE 3200 PSI > 8 CY - YEAR 1
150 NS0200269 CUBIC
YARD
150.00
CONCRETE 5000 PSI < 8 CY - YEAR 1
151 NS0200270 CUBIC
YARD
150.00
CONCRETE 5000 PSI > 8 CY - YEAR 1
152 NS0200271 LINEAR
FOOT
2.00
EXPANSION JOINTS 1/2" X 4" - YEAR 1
153 NS0200272 EACH 2.10
INSULATION BOARD; 2" - YEAR 1
This line CANCELED on 21-JAN-2014
154 NS0200273 BAG 13.00
PORTLAND CEMENT; 90LB BAG - YEAR 1
155 NS0200274 CUBIC
YARD
16.00
RECYCLED CRUSHED STONE - YEAR 1
156 NS0200275 ROLL 20.60
ROOF PAPER - YEAR 1
157 NS0200276 BOX 20.60
RUBBER GLOVES/PVC & NITRILE - YEAR 1
158 NS0200277 CUBIC
YARD
36.05
SAND < 8 CY - YEAR 1
159 NS0200278 CUBIC
YARD
25.75
SAND > 8 CY - YEAR 1
160 NS0200279 CUBIC
YARD
36.05
SAND AND GRAVEL MIX - YEAR 1
161 NS0200280 BAG 18.54
SAND BAGS - YEAR 1
162 NS0200281 LINEAR
FOOT
8.50
4" PLASTIC PIPE - YEAR 1
163 NS0200282 LINEAR
FOOT
2.00
SONOTUBE 8" - YEAR 1
164 NS0200283 LINEAR
FOOT
6.70
SONOTUBE 12" - YEAR 1
165 NS0200284 LINEAR
FOOT
9.30
SONOTUBE 18" - YEAR 1

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166 NS0200285 LINEAR

FOOT

10.00

SONOTUBE 24"/FOOT - YEAR 1

167 NS0200286 BAG 19.60

TEMP MAC - YEAR 1

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

168 NS0200671 WEEK 19.00

LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1

This line CANCELED on 08-DEC-2013

169 NS0200288 EACH 7.30

TYVEK SARANEX SUIT - YEAR 1

170 NS0200289 EACH 25.75

DUMP FEE - YEAR 1

This line CANCELED on 21-JAN-2014

171 NS0200290 EACH 335.00

COMPACTION TEST 1/2 DAY - YEAR 1

172 NS0200291 EACH 490.00

COMPACTION TEST FULL DAY - YEAR 1

173 NS0200292 PAIL 118.45

BONDING AGENT; 5 GAL PAIL - YEAR 1

174 NS0200293 ROLL 78.74

ORANGE FENCE; 100FT ROLL - YEAR 1

175 NS0200294 EACH .41

BRICK - YEAR 1

176 NS0200295 BAG 13.18

MORTAR - YEAR 1

177 NS0200296 EACH 13.00

NO. 5 REBAR; 20FT PC - YEAR 1

178 NS0200297 EACH 14.50

NO. 6 REBAR; 20FT PC - YEAR 1

179 NS0200298 BAG 20.00

CALCIUM CHLORIDE; 50LB BAG - YEAR 1

180 NS0200299 HOUR 24.00

BOBCAT, HOURLY RATE - YEAR 1

181 NS0200300 EACH .60

2X4 - YEAR 1

182 NS0200301 FOOT .92

2X6 - YEAR 1

183 NS0200302 FOOT 1.24

2X10 - YEAR 1

184 NS0200303 FOOT 1.40

3X10 - YEAR 1

185 NS0200304 FOOT 1.13

4X4 - YEAR 1

186 NS0200305 FOOT 1.24

6X6 - YEAR 1

187 NS0222023 LINEAR

FOOT

1.18

4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 1

188 NS0200307 FOOT 1.44

6X8 - YEAR 1

189 NS0200306 FOOT 1.65

8X8 - YEAR 1

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190 NS0200309 FOOT 7.21

12X12 - YEAR 1

191 NS0200310 EACH 45.88

3/4 INCH PLYWOOD - YEAR 1

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

192 NS0200312 HOUR 105.00

FOREMAN - STRAIGHT TIME - YEAR 2

193 NS0200313 HOUR 131.25

FOREMAN - OVERTIME - YEAR 2

194 NS0200314 HOUR 141.75

FOREMAN - PREMIUM TIME - YEAR 2

195 NS0200315 HOUR 136.50

LABORER - STRAIGHT TIME - YEAR 2

196 NS0200316 HOUR 147.00

LABORER - OVERTIME - YEAR 2

197 NS0200317 HOUR 147.00

LABORER - PREMIUM TIME - YEAR 2

198 NS0200318 HOUR 52.50

DRILLRUNNER - STRAIGHT TIME - YEAR 2

199 NS0200319 HOUR 63.00

DRILLRUNNER - OVERTIME - YEAR 2

200 NS0200320 HOUR 63.00

DRILLRUNNER - OT/SAT - YEAR 2

201 NS0200321 HOUR 63.00

DRILLRUNNER - PREMIUM TIME - YEAR 2

202 NS0200322 HOUR 120.75

COMPRESSOR ENG - STRAIGHT TIME - YEAR 2

203 NS0200323 HOUR 185.85

COMPRESSOR ENG - OVERTIME - YEAR 2

204 NS0200324 HOUR 185.85

COMPRESSOR ENG - PREMIUM TIME - YEAR 2

205 NS0200325 HOUR 147.00

OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 2

206 NS0200326 HOUR 262.50

OPER ENG/MAINT MAN - OVERTIME - YEAR 2

207 NS0200327 HOUR 262.50

OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 2

208 NS0200328 HOUR 120.75

CHAUFFEUR - STRAIGHT TIME - YEAR 2

209 NS0200329 HOUR 152.25

CHAUFFEUR - OVERTIME - YEAR 2

210 NS0200330 HOUR 152.25

CHAUFFEUR OT/SAT - YEAR 2

211 NS0200331 HOUR 157.50

CHAUFFEUR - PREMIUM TIME - YEAR 2

212 NS0200332 HOUR 147.00

TIMBERMAN - STRAIGHT TIME - YEAR 2

213 NS0200333 HOUR 162.75

TIMBERMAN - OVERTIME - YEAR 2

214 NS0200334 HOUR 162.75

TIMBERMAN - PREMIUM TIME - YEAR 2

215 NS0200335 HOUR 126.00

WELDER - STRAIGHT TIME - YEAR 2

216 NS0200336 HOUR 241.50

WELDER - OVERTIME - YEAR 2

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217 NS0200337 HOUR 241.50
WELDER - PREMIUM TIME - YEAR 2
218 NS0200338 HOUR 94.50
RAKER - STRAIGHT TIME - YEAR 2
219 NS0200339 HOUR 131.08
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
RAKER - OVERTIME - YEAR 2
220 NS0200340 HOUR 164.81
RAKER - PREMIUM TIME - YEAR 2
221 NS0200341 HOUR 36.75
LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 2
222 NS0200342 HOUR 36.75
LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 2
223 NS0200343 Daily 315.00
LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 2
224 NS0200344 WEEK 1575.00
LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 2
225 NS0200345 MONTH 4725.00
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 2
226 NS0200346 HOUR 10.50
LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 2
227 NS0200347 HOUR 10.50
LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 2
228 NS0200348 Daily 52.50
LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 2
229 NS0200349 WEEK 210.00
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 2
230 NS0200350 MONTH 1050.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 2
231 NS0200351 HOUR 52.50
CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 2
232 NS0200352 HOUR 52.50
CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 2
233 NS0200353 HOUR 10.50
CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 2
234 NS0200354 HOUR 10.50
CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 2
235 NS0200355 HOUR 10.50
FORKLIFT - STRAIGHT TIME - YEAR 2
236 NS0200356 HOUR 10.50
FORKLIFT - OVERTIME - YEAR 2
237 NS0200357 HOUR 3.15
JACKHAMMER - STRAIGHT TIME - YEAR 2
238 NS0200358 HOUR 3.15
JACKHAMMER - OVERTIME - YEAR 2
239 NS0200359 Daily 15.75
JACKHAMMER - DAILY - YEAR 2
240 NS0200360 HOUR 29.14
ROLLER, 12 TON - STRAIGHT TIME - YEAR 2
241 NS0200361 HOUR 29.14
ROLLER, 12 TON - OVERTIME - YEAR 2
242 NS0200362 Daily 233.08
ROLLER, 12 TON - DAILY - YEAR 2
243 NS0200363 HOUR 2.60
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 2

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244 NS0200364 HOUR 2.60
GENERATOR SET, 7.5KW - OVERTIME - YEAR 2
245 NS0200365 Daily 20.76
GENERATOR SET, 7.5KW - DAILY - YEAR 2
246 NS0200366 HOUR 3.15
DARDA SPLITTER - STRAIGHT TIME - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
247 NS0200367 HOUR 3.15
DARDA SPLITTER - OVERTIME - YEAR 2
248 NS0200368 HOUR 11.42
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 2
249 NS0200370 Daily 11.42
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 2
250 NS0200370 Daily 91.37
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 2
251 NS0200371 WEEK 456.83
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 2
252 NS0200372 HOUR 4.32
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 2
253 NS0200373 HOUR 4.32
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 2
254 NS0200374 Daily 34.52
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 2
255 NS0200375 HOUR 6.21
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 2
256 NS0200376 HOUR 6.21
WELDING MACHINE, 300A - OVERTIME - YEAR 2
257 NS0200377 Daily 49.66
WELDING MACHINE, 300A - DAILY - YEAR 2
258 NS0200378 HOUR 15.75
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 2
259 NS0200379 HOUR 15.75
TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 2
260 NS0200380 Daily 105.00
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 2
261 NS0200381 HOUR 2.18
TAMPER - STRAIGHT TIME - YEAR 2
262 NS0200382 HOUR 2.18
TAMPER - OVERTIME - YEAR 2
263 NS0200383 Daily 17.48
TAMPER - DAILY - YEAR 2
264 NS0200384 HOUR 42.00
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 2
265 NS0200385 HOUR 42.00
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 2
266 NS0200386 Daily 336.00
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 2
267 NS0200387 HOUR 21.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 2
268 NS0200388 HOUR 21.00
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 2
269 NS0200389 Daily 157.50
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 2
270 NS0200390 HOUR 10.50
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 2

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271 NS0200391 HOUR 10.50
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 2
272 NS0200392 Daily 84.00
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 2
273 NS0200393 WEEK 367.50
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 2
274 NS0200394 HOUR 15.75
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 2
275 NS0200395 HOUR 15.75
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 2
276 NS0200396 Daily 105.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 2
277 NS0200397 WEEK 367.50
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 2
278 NS0200398 HOUR 34.74
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 2
279 NS0200399 HOUR 34.74
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 2
280 NS0200400 Daily 277.90
DUMP TRUCKS:12-18 CY - DAILY - YEAR 2
281 NS0200401 WEEK 1389.51
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 2
282 NS0200402 HOUR 42.00
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 2
283 NS0200403 HOUR 42.00
DUMP TRUCKS: 20CY - OVERTIME - YEAR 2
284 NS0200404 Daily 336.00
DUMP TRUCKS: 20CY - DAILY - YEAR 2
285 NS0200405 WEEK 1470.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 2
286 NS0200406 HOUR 10.50
FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 2
287 NS0200407 HOUR 1.05
FLATBED (RACK) TRUCK - OVERTIME - YEAR 2
288 NS0200408 Daily 52.50
FLATBED (RACK) TRUCK - DAILY - YEAR 2
289 NS0200409 WEEK 105.00
FLATBED (RACK) TRUCK - WEEKLY - YEAR 2
290 NS0200410 HOUR 9.17
PICK-UP TRUCK - STRAIGHT TIME - YEAR 2
291 NS0200411 HOUR 9.17
PICK-UP TRUCK - OVERTIME - YEAR 2
292 NS0200412 Daily 73.50
PICK-UP TRUCK - DAILY - YEAR 2
293 NS0200413 WEEK 367.50
PICK-UP TRUCK - WEEKLY - YEAR 2
294 NS0200414 Daily 13.41
FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 2
295 NS0200415 WEEK 67.05
FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 2
296 NS0205209 MONTH 295.03
FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 2
297 NS0200417 Daily 2.89
PORTO SAN - DAILY - YEAR 2

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298 NS0200418 WEEK 36.75
PORTO SAN - WEEKLY - YEAR 2
299 NS0200420 HOUR 2.60
50 KW GENERATOR - STRAIGHT TIME - YEAR 2
300 NS0200421 HOUR 2.60
50 KW GENERATOR - OVERTIME - YEAR 2
301 NS0200422 Daily 20.76
50 KW GENERATOR - DAILY - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
302 NS0200423 WEEK 103.82
50 KW GENERATOR - WEEKLY - YEAR 2
303 NS0200424 HOUR 2.60
75 KW GENERATOR - STRAIGHT TIME - YEAR 2
304 NS0200425 HOUR 2.60
75 KW GENERATOR - OVERTIME - YEAR 2
305 NS0200426 Daily 20.76
75 KW GENERATOR - DAILY - YEAR 2
306 NS0200427 WEEK 103.82
75 KW GENERATOR - WEEKLY - YEAR 2
307 NS0200428 HOUR 2.60
100 KW GENERATOR - STRAIGHT TIME - YEAR 2
308 NS0200429 HOUR 2.60
100 KW GENERATOR - OVERTIME - YEAR 2
309 NS0200430 Daily 20.76
100 KW GENERATOR - DAILY - YEAR 2
310 NS0200431 WEEK 103.82
100 KW GENERATOR - WEEKLY - YEAR 2
311 NS0200432 HOUR 15.75
PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 2
312 NS0200433 HOUR 15.75
PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 2
313 NS0200434 Daily 115.50
PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 2
314 NS0200435 WEEK 420.00
PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 2
315 NS0200436 HOUR 13.52
LIGHT TOWER - STRAIGHT TIME - YEAR 2
316 NS0200437 HOUR 13.52
LIGHT TOWER - OVERTIME - YEAR 2
317 NS0200438 Daily 108.15
LIGHT TOWER - DAILY - YEAR 2
318 NS0200439 WEEK 540.75
LIGHT TOWER - WEEKLY - YEAR 2
319 NS0200440 HOUR 13.52
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 2
320 NS0200441 HOUR 13.52
DIETZ ARROW BOARD - OVERTIME - YEAR 2
321 NS0200442 Daily 108.15
DIETZ ARROW BOARD - DAILY - YEAR 2
322 NS0200443 WEEK 540.75
DIETZ ARROW BOARD - WEEKLY - YEAR 2
323 NS0200444 HOUR 5.25
MESSAGE BOARD - STRAIGHT TIME - YEAR 2
324 NS0200445 HOUR 5.25
MESSAGE BOARD - OVERTIME - YEAR 2

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325 NS0200446 Daily 42.00
MESSAGE BOARD - DAILY - YEAR 2
326 NS0200447 WEEK 210.00
MESSAGE BOARD - WEEKLY - YEAR 2
327 NS0200448 Daily 6.30
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 2
328 NS0200449 WEEK 21.00
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 2
329 NS0205210 MONTH 42.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 2
330 NS0200451 Daily .37
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 2
331 NS0200452 WEEK 1.79
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 2
332 NS0205211 MONTH 7.04
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 2
333 NS0200454 EACH 12.60
FIRE RATED 5/8" SHEETROCK - YEAR 2
334 NS0200455 ROLL 90.30
6 MIL POLY - YEAR 2
335 NS0200456 CUBIC
YARD
84.00
ASPHALT HOT MIX - YEAR 2
This line CANCELED on 21-JAN-2014
336 NS0200457 GALLON 15.75
ASPHALT SEALER - YEAR 2
337 NS0200458 CUBIC
YARD
15.75
BLUE STONE, 3/4" - YEAR 2
338 NS0200459 CUBIC
YARD
157.50
CONCRETE 3200 PSI < 8 CY - YEAR 2
339 NS0200460 CUBIC
YARD
157.50
CONCRETE 3200 PSI > 8 CY - YEAR 2
340 NS0200461 CUBIC
YARD
157.50
CONCRETE 5000 PSI < 8 CY - YEAR 2
341 NS0200462 CUBIC
YARD
157.50
CONCRETE 5000 PSI > 8 CY - YEAR 2
342 NS0200463 EACH 2.10
EXPANSION JOINTS 1/2" X 4" - YEAR 2
This line CANCELED on 21-JAN-2014
343 NS0200464 EACH 2.21
INSULATION BOARD; 2" - YEAR 2
This line CANCELED on 21-JAN-2014
344 NS0200465 BAG 13.65

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PORTLAND CEMENT; 90LB BAG - YEAR 2

345 NS0200466 CUBIC

YARD

16.80

RECYCLED CRUSHED STONE - YEAR 2

346 NS0200467 ROLL 21.63

ROOF PAPER - YEAR 2

347 NS0200468 BOX 21.63

RUBBER GLOVES/PVC & NITRILE - YEAR 2

348 NS0200469 CUBIC

YARD

37.85

SAND < 8 CY - YEAR 2

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

349 NS0200470 CUBIC

YARD

27.04

SAND > 8 CY - YEAR 2

350 NS0200471 CUBIC

YARD

37.85

SAND AND GRAVEL MIX - YEAR 2

351 NS0200472 BAG 19.47

SAND BAGS - YEAR 2

352 NS0200473 LINEAR

FOOT

8.93

4" PLASTIC PIPE - YEAR 2

353 NS0200474 LINEAR

FOOT

2.10

SONOTUBE 8" - YEAR 2

354 NS0200475 LINEAR

FOOT

7.03

SONOTUBE 12" - YEAR 2

355 NS0200476 LINEAR

FOOT

9.77

SONOTUBE 18" - YEAR 2

356 NS0200477 LINEAR

FOOT

10.50

SONOTUBE 24"/FOOT - YEAR 2

357 NS0200478 BAG 20.58

TEMP MAC - YEAR 2

358 NS0200479 PAIR 19.95

TYVEK BOOTS - YEAR 2

This line CANCELED on 21-JAN-2014

359 NS0200480 EACH 7.67

TYVEK SARANEX SUIT - YEAR 2

360 NS0200481 EACH 27.04

DUMP FEE - YEAR 2

This line CANCELED on 21-JAN-2014

361 NS0200482 EACH 351.75

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COMPACTION TEST 1/2 DAY - YEAR 2
362 NS0200483 EACH 514.50
COMPACTION TEST FULL DAY - YEAR 2
363 NS0200484 PAIL 124.37
BONDING AGENT; 5 GAL PAIL - YEAR 2
364 NS0200485 ROLL 82.68
ORANGE FENCE; 100FT ROLL - YEAR 2
365 NS0200486 EACH .43
BRICK - YEAR 2
366 NS0200487 BAG 13.84
MORTAR - YEAR 2
367 NS0200488 EACH 13.65
NO. 5 REBAR; 20FT PC - YEAR 2
368 NS0200489 EACH 15.23
NO. 6 REBAR; 20FT PC - YEAR 2
369 NS0200490 BAG 21.00
CALCIUM CHLORIDE; 50LB BAG - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
370 NS0200491 HOUR 25.20
BOBCAT, HOURLY RATE - YEAR 2
371 NS0200492 EACH .63
2X4 - YEAR 2
372 NS0200493 FOOT .96
2X6 - YEAR 2
373 NS0200494 FOOT 1.30
2X10 - YEAR 2
374 NS0200495 FOOT 1.47
3X10 - YEAR 2
375 NS0200496 FOOT 1.19
4X4 - YEAR 2
376 NS0200497 FOOT 1.30
6X6 - YEAR 2
377 NS0222024 LINEAR
FOOT
1.24
4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 2
378 NS0200499 FOOT 1.51
6X8 - YEAR 2
379 NS0200501 FOOT 1.73
12X12 - YEAR 2
380 NS0200502 EACH 7.57
3/4 INCH PLYWOOD - YEAR 2
381 NS0200503 FOOT 48.17
FIRE RATED 2X4 - YEAR 2
382 NS0200504 HOUR 109.00
FOREMAN - STRAIGHT TIME - YEAR 3
383 NS0200505 HOUR 136.25
FOREMAN - OVERTIME - YEAR 3
384 NS0200506 HOUR 147.15
FOREMAN - PREMIUM TIME - YEAR 3
385 NS0200507 HOUR 141.70
LABORER - STRAIGHT TIME - YEAR 3
386 NS0200508 HOUR 152.60
LABORER - OVERTIME - YEAR 3
387 NS0200509 HOUR 152.60

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LABORER - PREMIUM TIME - YEAR 3

388 NS0200510 HOUR 54.50

DRILLRUNNER - STRAIGHT TIME - YEAR 3

389 NS0200511 HOUR 65.40

DRILLRUNNER - OVERTIME - YEAR 3

390 NS0200512 HOUR 65.40

DRILLRUNNER - OT/SAT - YEAR 3

391 NS0200513 HOUR 65.40

DRILLRUNNER - PREMIUM TIME - YEAR 3

392 NS0200514 HOUR 125.35

COMPRESSOR ENG - STRAIGHT TIME - YEAR 3

393 NS0200515 HOUR 192.93

COMPRESSOR ENG - OVERTIME - YEAR 3

394 NS0200516 HOUR 192.93

COMPRESSOR ENG - PREMIUM TIME - YEAR 3

395 NS0200517 HOUR 152.60

OPER ENG/MAINT MAN - STRAIGHT TIME - YEAR 3

396 NS0200518 HOUR 272.50

OPER ENG/MAINT MAN - OVERTIME - YEAR 3

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(USD)

Amount

(USD)

397 NS0200519 HOUR 272.50

OPER ENG/MAINT MAN - PREMIUM TIME - YEAR 3

398 NS0200520 HOUR 125.35

CHAUFFEUR - STRAIGHT TIME - YEAR 3

399 NS0205590 HOUR 158.05

Chauffeur/ Over Time

400 NS0200522 HOUR 158.05

CHAUFFEUR OT/SAT - YEAR 3

401 NS0200523 HOUR 163.50

CHAUFFEUR - PREMIUM TIME - YEAR 3

402 NS0200524 HOUR 152.60

TIMBERMAN - STRAIGHT TIME - YEAR 3

403 NS0200525 HOUR 168.95

TIMBERMAN - OVERTIME - YEAR 3

404 NS0200526 HOUR 168.95

TIMBERMAN - PREMIUM TIME - YEAR 3

405 NS0200527 HOUR 130.80

WELDER - STRAIGHT TIME - YEAR 3

406 NS0200528 HOUR 250.70

WELDER - OVERTIME - YEAR 3

407 NS0200529 HOUR 250.70

WELDER - PREMIUM TIME - YEAR 3

408 NS0200530 HOUR 98.10

RAKER - STRAIGHT TIME - YEAR 3

409 NS0200531 HOUR 136.07

RAKER - OVERTIME - YEAR 3

410 NS0200532 HOUR 171.09

RAKER - PREMIUM TIME - YEAR 3

411 NS0200533 HOUR 38.15

LOADER/BACKHOE, DYNAHOE 190 - STRAIGHT TIME - YEAR 3

412 NS0200534 HOUR 38.15

LOADER/BACKHOE, DYNAHOE 190 - OVERTIME - YEAR 3

413 NS0200535 Daily 327.00

LOADER/BACKHOE, DYNAHOE 190 - DAILY - YEAR 3

414 NS0200536 WEEK 1635.00

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LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 3
415 NS0200537 TANK 4905.00
LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 3
This line CANCELED on 21-JAN-2014
416 NS0200538 HOUR 10.90
LOADER/BACKHOE W/ HYRAM - STRAIGHT TIME - YEAR 3
417 NS0200539 HOUR 10.90
LOADER/BACKHOE W/ HYRAM - OVERTIME - YEAR 3
418 NS0200540 Daily 54.50
LOADER/BACKHOE W/ HYRAM - DAILY - YEAR 3
419 NS0200541 WEEK 218.00
LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 3
420 NS0200542 MONTH 1090.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 3
421 NS0200543 HOUR 54.50
CRANE, SELF-PROPELLED 25 TO 40 TONS - STRAIGHT TIME - YEAR 3
422 NS0200544 HOUR 54.50
CRANE, SELF-PROPELLED 25 TO 40 TONS - OVERTIME - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
423 NS0200545 HOUR 10.90
CRANE, SELF-PROPELLED 15 TO 20 TONS - STRAIGHT TIME - YEAR 3
424 NS0200546 HOUR 10.90
CRANE, SELF-PROPELLED 15 TO 20 TONS - OVERTIME - YEAR 3
425 NS0200547 HOUR 10.90
FORKLIFT - STRAIGHT TIME - YEAR 3
426 NS0200548 HOUR 10.90
FORKLIFT - OVERTIME - YEAR 3
427 NS0200549 HOUR 3.27
JACKHAMMER - STRAIGHT TIME - YEAR 3
428 NS0200550 HOUR 3.27
JACKHAMMER - OVERTIME - YEAR 3
429 NS0200551 Daily 16.35
JACKHAMMER - DAILY - YEAR 3
430 NS0200552 HOUR 30.25
ROLLER, 12 TON - STRAIGHT TIME - YEAR 3
431 NS0200553 HOUR 30.25
ROLLER, 12 TON - OVERTIME - YEAR 3
432 NS0200554 Daily 241.96
ROLLER, 12 TON - DAILY - YEAR 3
433 NS0200555 HOUR 2.69
GENERATOR SET, 7.5KW - STRAIGHT TIME - YEAR 3
434 NS0200556 HOUR 2.69
GENERATOR SET, 7.5KW - OVERTIME - YEAR 3
435 NS0200557 Daily 21.56
GENERATOR SET, 7.5KW - DAILY - YEAR 3
436 NS0200558 HOUR 3.27
DARDA SPLITTER - STRAIGHT TIME - YEAR 3
437 NS0200559 HOUR 3.27
DARDA SPLITTER - OVERTIME - YEAR 3
438 NS0200560 HOUR 11.86
PORTABLE COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 3
439 NS0200561 HOUR 11.86
PORTABLE COMPRESSOR, 250 CFM - OVERTIME - YEAR 3
440 NS0200562 Daily 94.85
PORTABLE COMPRESSOR, 250 CFM - DAILY - YEAR 3

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441 NS0200563 WEEK 474.23
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 3
442 NS0200564 HOUR 4.48
PORTABLE PUMP W/ 2-25' HOSES, 3" - STRAIGHT TIME - YEAR 3
443 NS0200565 HOUR 4.48
PORTABLE PUMP W/ 2-25' HOSES, 3" - OVERTIME - YEAR 3
444 NS0200566 Daily 35.84
PORTABLE PUMP W/ 2-25' HOSES, 3" - DAILY - YEAR 3
445 NS0200567 HOUR 6.44
WELDING MACHINE, 300A - STRAIGHT TIME - YEAR 3
446 NS0200568 HOUR 6.44
WELDING MACHINE, 300A - OVERTIME - YEAR 3
447 NS0200569 Daily 51.55
WELDING MACHINE, 300A - DAILY - YEAR 3
448 NS0200570 HOUR 16.35
TRUCK W/ COMPRESSOR, 250 CFM - STRAIGHT TIME - YEAR 3
449 NS0200571 HOUR 16.35
TRUCK W/ COMPRESSOR, 250 CFM - OVERTIME - YEAR 3
450 NS0200572 Daily 109.00
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
TRUCK W/ COMPRESSOR, 250 CFM - DAILY - YEAR 3
451 NS0200573 HOUR 2.27
TAMPER - STRAIGHT TIME - YEAR 3
452 NS0200574 HOUR 2.27
TAMPER - OVERTIME - YEAR 3
453 NS0200575 Daily 18.14
TAMPER - DAILY - YEAR 3
454 NS0200576 HOUR 43.60
CONCRETE SAW W/ DIAMOND BLADE - STRAIGHT TIME - YEAR 3
455 NS0200577 HOUR 43.60
CONCRETE SAW W/ DIAMOND BLADE - OVERTIME - YEAR 3
456 NS0200578 Daily 348.80
CONCRETE SAW W/ DIAMOND BLADE - DAILY - YEAR 3
457 NS0200579 HOUR 21.80
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - STRAIGHT TIME - YEAR 3
458 NS0200580 HOUR 21.80
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - OVERTIME - YEAR 3
459 NS0200581 Daily 163.50
TRUCK W/ WELDING MACHINE, 400A & BURNING OUTFIT - DAILY - YEAR 3
460 NS0200582 HOUR 10.90
DUMP TRUCKS: 5-6 CY - STRAIGHT TIME - YEAR 3
461 NS0200583 HOUR 10.90
DUMP TRUCKS: 5-6 CY - OVERTIME - YEAR 3
462 NS0200584 Daily 87.20
DUMP TRUCKS: 5-6 CY - DAILY - YEAR 3
463 NS0200585 WEEK 381.50
DUMP TRUCKS: 5-6 CY - WEEKLY - YEAR 3
464 NS0200586 HOUR 16.35
DUMP TRUCKS: 8-10 CY - STRAIGHT TIME - YEAR 3
465 NS0200587 HOUR 16.35
DUMP TRUCKS: 8-10 CY - OVERTIME - YEAR 3
466 NS0200588 Daily 109.00
DUMP TRUCKS: 8-10 CY - DAILY - YEAR 3
467 NS0200589 WEEK 381.50
DUMP TRUCKS: 8-10 CY - WEEKLY - YEAR 3

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468 NS0200590 HOUR 36.06
DUMP TRUCKS:12-18 CY - STRAIGHT TIME - YEAR 3
469 NS0200591 HOUR 36.06
DUMP TRUCKS:12-18 CY - OVERTIME - YEAR 3
470 NS0200592 Daily 288.49
DUMP TRUCKS:12-18 CY - DAILY - YEAR 3
471 NS0200593 WEEK 1442.44
DUMP TRUCKS:12-18 CY - WEEKLY - YEAR 3
472 NS0200594 HOUR 43.60
DUMP TRUCKS: 20CY - STRAIGHT TIME - YEAR 3
473 NS0200595 HOUR 43.60
DUMP TRUCKS: 20CY - OVERTIME - YEAR 3
474 NS0200596 Daily 348.80
DUMP TRUCKS: 20CY - DAILY - YEAR 3
475 NS0200597 WEEK 1526.00
DUMP TRUCKS: 20CY - WEEKLY - YEAR 3
476 NS0200598 HOUR 10.90
FLATBED (RACK) TRUCK - STRAIGHT TIME - YEAR 3
477 NS0200599 HOUR 1.09
FLATBED (RACK) TRUCK - OVERTIME - YEAR 3
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
478 NS0200600 Daily 54.50
FLATBED (RACK) TRUCK - DAILY - YEAR 3
479 NS0200601 WEEK 109.00
FLATBED (RACK) TRUCK - WEEKLY - YEAR 3
480 NS0200602 HOUR 9.52
PICK-UP TRUCK - STRAIGHT TIME - YEAR 3
481 NS0200603 HOUR 9.52
PICK-UP TRUCK - OVERTIME - YEAR 3
482 NS0200604 Daily 76.30
PICK-UP TRUCK - DAILY - YEAR 3
483 NS0200605 WEEK 381.50
PICK-UP TRUCK - WEEKLY - YEAR 3
484 NS0200606 Daily 13.92
FIELD OFFICE (UP TO 32FT) - DAILY - YEAR 3
485 NS0200607 WEEK 69.61
FIELD OFFICE (UP TO 32FT) - WEEKLY - YEAR 3
486 NS0200608 MONTH 306.27
FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 3
487 NS0200609 Daily 3.00
PORTO SAN - DAILY - YEAR 3
488 NS0200610 WEEK 38.15
PORTO SAN - WEEKLY - YEAR 3
489 NS0200612 HOUR 2.69
50 KW GENERATOR - STRAIGHT TIME - YEAR 3
490 NS0200613 HOUR 2.69
50 KW GENERATOR - OVERTIME - YEAR 3
491 NS0200614 Daily 21.56
50 KW GENERATOR - DAILY - YEAR 3
492 NS0200615 WEEK 107.78
50 KW GENERATOR - WEEKLY - YEAR 3
493 NS0200616 HOUR 2.69
75 KW GENERATOR - STRAIGHT TIME - YEAR 3
494 NS0200617 HOUR 2.69
75 KW GENERATOR - OVERTIME - YEAR 3

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495 NS0200618 Daily 21.56
75 KW GENERATOR - DAILY - YEAR 3
496 NS0200619 WEEK 107.78
75 KW GENERATOR - WEEKLY - YEAR 3
497 NS0200620 HOUR 2.69
100 KW GENERATOR - STRAIGHT TIME - YEAR 3
498 NS0200621 HOUR 2.69
100 KW GENERATOR - OVERTIME - YEAR 3
499 NS0200622 Daily 21.56
100 KW GENERATOR - DAILY - YEAR 3
500 NS0200623 WEEK 107.78
100 KW GENERATOR - WEEKLY - YEAR 3
501 NS0200624 HOUR 16.35
PORTABLE COMPRESSOR, 600 CFM - STRAIGHT TIME - YEAR 3
502 NS0200625 HOUR 16.35
PORTABLE COMPRESSOR, 600 CFM - OVERTIME - YEAR 3
503 NS0200626 Daily 119.90
PORTABLE COMPRESSOR, 600 CFM - DAILY - YEAR 3
504 NS0200627 WEEK 436.00
PORTABLE COMPRESSOR, 600 CFM - WEEKLY - YEAR 3
505 NS0200628 HOUR 14.03
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
LIGHT TOWER - STRAIGHT TIME - YEAR 3
506 NS0200629 HOUR 14.03
LIGHT TOWER - OVERTIME - YEAR 3
507 NS0200630 Daily 112.27
LIGHT TOWER - DAILY - YEAR 3
508 NS0200631 WEEK 561.35
LIGHT TOWER - WEEKLY - YEAR 3
509 NS0200632 HOUR 14.03
DIETZ ARROW BOARD - STRAIGHT TIME - YEAR 3
510 NS0200633 HOUR 14.03
DIETZ ARROW BOARD - OVERTIME - YEAR 3
511 NS0200634 Daily 112.27
DIETZ ARROW BOARD - DAILY - YEAR 3
512 NS0200635 WEEK 561.35
DIETZ ARROW BOARD - WEEKLY - YEAR 3
513 NS0200636 HOUR 5.45
MESSAGE BOARD - STRAIGHT TIME - YEAR 3
514 NS0200637 HOUR 5.45
MESSAGE BOARD - OVERTIME - YEAR 3
515 NS0200638 Daily 43.60
MESSAGE BOARD - DAILY - YEAR 3
516 NS0200639 WEEK 218.00
MESSAGE BOARD - WEEKLY - YEAR 3
517 NS0200640 Daily 6.54
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - DAILY - YEAR 3
518 NS0200641 WEEK 21.80
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - WEEKLY - YEAR 3
519 NS0200642 MONTH 43.60
TRAFFIC PLATES PER PLATE / 3 DIMENSIONS SF - MONTHLY - YEAR 3
520 NS0200643 Daily .38
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - DAILY - YEAR 3
521 NS0200644 WEEK 1.85
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - WEEKLY - YEAR 3

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522 NS0200645 MONTH 7.30
TRAFFIC PLATES S.F. BASIS EXTRA. DIMENSIONS - MONTHLY - YEAR 3
523 NS0200646 EACH 13.08
FIRE RATED 5/8" SHEETROCK - YEAR 3
524 NS0200647 ROLL 93.74
6 MIL POLY - YEAR 3
525 NS0200648 CUBIC
YARD
87.20
ASPHALT HOT MIX - YEAR 3
This line CANCELED on 21-JAN-2014
526 NS0200649 GALLON 16.35
ASPHALT SEALER - YEAR 3
527 NS0200650 CUBIC
YARD
16.35
BLUE STONE, 3/4" - YEAR 3
528 NS0200651 CUBIC
YARD
163.50
CONCRETE 3200 PSI < 8 CY - YEAR 3
529 NS0200652 CUBIC
YARD
163.50
Blanket Purchase Agreement 4253484, 4
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
CONCRETE 3200 PSI > 8 CY - YEAR 3
530 NS0200653 CUBIC
YARD
163.50
CONCRETE 5000 PSI < 8 CY - YEAR 3
531 NS0200654 CUBIC
YARD
163.50
CONCRETE 5000 PSI > 8 CY - YEAR 3
532 NS0200655 LINEAR
FOOT
2.18
EXPANSION JOINTS 1/2" X 4" - YEAR 3
533 NS0200656 EACH 2.29
INSULATION BOARD; 2" - YEAR 3
This line CANCELED on 21-JAN-2014
534 NS0200657 BAG 14.17
PORTLAND CEMENT; 90LB BAG - YEAR 3
535 NS0200658 CUBIC
YARD
17.44
RECYCLED CRUSHED STONE - YEAR 3
536 NS0200659 ROLL 22.45
ROOF PAPER - YEAR 3
537 NS0200660 BOX 22.45
RUBBER GLOVES/PVC & NITRILE - YEAR 3
538 NS0200661 CUBIC
YARD
39.29
SAND < 8 CY - YEAR 3

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539 NS0200662 CUBIC
YARD

28.07

SAND > 8 CY - YEAR 3

540 NS0200663 CUBIC
YARD

39.29

SAND AND GRAVEL MIX - YEAR 3

541 NS0200664 BAG 20.21

SAND BAGS - YEAR 3

542 NS0200665 LINEAR
FOOT

9.27

4" PLASTIC PIPE - YEAR 3

543 NS0200666 LINEAR
FOOT

2.18

SONOTUBE 8" - YEAR 3

544 NS0200667 LINEAR
FOOT

7.30

SONOTUBE 12" - YEAR 3

545 NS0200668 LINEAR
FOOT

10.14

SONOTUBE 18" - YEAR 3

546 NS0200669 LINEAR
FOOT

10.90

SONOTUBE 24"/FOOT - YEAR 3

547 NS0200670 WEEK 21.36

PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1

This line CANCELED on 21-JAN-2014

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

548 NS0200671 WEEK 20.71

LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1

This line CANCELED on 21-JAN-2014

549 NS0200672 MONTH 7.96

LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1

This line CANCELED on 21-JAN-2014

550 NS0200673 MONTH 28.07

LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1

This line CANCELED on 21-JAN-2014

551 NS0222026 01/22/2014 EACH 365.15

COMPACTION TEST 1/2 DAY YEAR 3

552 NS0200675 EACH 534.10

COMPACTION TEST FULL DAY - YEAR 3

553 NS0200676 PAIL 129.11

BONDING AGENT; 5 GAL PAIL - YEAR 3

554 NS0200677 ROLL 85.83

ORANGE FENCE; 100FT ROLL - YEAR 3

555 NS0200678 EACH .45

BRICK - YEAR 3

556 NS0200679 BAG 14.37

MORTAR - YEAR 3

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557 NS0200680 EACH 14.17
NO. 5 REBAR; 20FT PC - YEAR 3
558 NS0200681 EACH 15.81
NO. 6 REBAR; 20FT PC - YEAR 3
559 NS0200682 BAG 21.80
CALCIUM CHLORIDE; 50LB BAG - YEAR 3
560 NS0200683 HOUR 26.16
BOBCAT, HOURLY RATE - YEAR 3
561 NS0200695 FOOT .65
FIRE RATED 2X4 - YEAR 3
562 NS0200685 FOOT 1.00
2X6 - YEAR 3
563 NS0200686 FOOT 1.35
2X10 - YEAR 3
564 NS0200687 FOOT 1.53
3X10 - YEAR 3
565 NS0200688 FOOT 1.23
4X4 - YEAR 3
566 NS0200689 FOOT 1.35
6X6 - YEAR 3
567 NS0222025 LINEAR
FOOT
1.29
4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 3
This line CANCELED on 08-DEC-2013
568 NS0200691 FOOT 1.57
6X8 - YEAR 3
569 NS0200690 FOOT 1.80
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
8X8 - YEAR 3
570 NS0200693 FOOT 7.86
12X12 - YEAR 3
571 NS0200694 EACH 50.01
3/4 INCH PLYWOOD - YEAR 3
572 NS0222026 01/21/2014 LINEAR
FOOT
1.29
COMPACTION TEST 1/2 DAY YEAR 3
573 NS0224024 TON 80.00
CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 1
574 NS0224025 SQUARE
FOOT
2.10
CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" -YEAR 1
575 NS0224026 CUBIC
YARD
25.75
CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 1
576 NS0224027 TON 84.00
CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 2
577 NS0224028 FOOT 2.10
CONSTRUCTION EXCAVATION SERVICES, EXPANSION JOINTS 1/2"X4" - YEAR 2
578 NS0224024 01/21/2014 TON 80.00
CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 1
579 NS0224025 01/21/2014 SQUARE

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FOOT

2.10

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" -YEAR 1

580 NS0224026 01/21/2014 CUBIC

YARD

25.75

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 1

581 NS0224027 01/21/2014 TON 84.00

CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 2

582 NS0224028 01/21/2014 FOOT 2.10

CONSTRUCTION EXCAVATION SERVICES, EXPANSION JOINTS 1/2"X4" - YEAR 2

583 NS0224029 SQUARE

FOOT

2.21

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" -YEAR 2

584 NS0224030 CUBIC

YARD

27.04

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 2

585 NS0224031 PAIR 19.95

CONSTRUCTION EXCAVATION SERVICES, TYVEK BOOTS - YEAR 2

586 NS0224032 FOOT 1.73

CONSTRUCTION EXCAVATION SERVICES, 8X8 YEAR - 2

587 NS0224033 TON 87.20

CONSTRUCTION EXCAVATION SERVICES, ASPHALT HOT MIX - YEAR 3

588 NS0224034 SQUARE

FOOT

2.29

CONSTRUCTION EXCAVATION SERVICES, INSULATION BOARD; 2" - YEAR 3

589 NS0224035 BAG 21.36

CONSTRUCTION EXCAVATION SERVICES, TEMP MAC - YEAR 3

590 NS0224036 PAIR 20.71

CONSTRUCTION EXCAVATION SERVICES, TYVEK BOOTS - YEAR 3

591 NS0224037 EACH 7.96

CONSTRUCTION EXCAVATION SERVICES, TYVEK SARANEX SUIT - YEAR 3

592 NS0224038 CUBIC

YARD

28.07

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(USD)

Amount

(USD)

CONSTRUCTION EXCAVATION SERVICES, DUMP FEE - YEAR 3

593 NS0224039 MONTH 4905.00

CONSTRUCTION EXCAVATION SERVICES, LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 3

594 NS0222025 01/21/2014 LINEAR

FOOT

1.29

4X6 SQUARE EDGED MIXED HARDWOODS- FIRE RETARDANT YEAR 3

595 NS0222026 EACH 365.00

COMPACTION TEST 1/2 DAY YEAR 3

596 NS0200674 WEEK 1500.00

LOADER/BACKHOE, DYNAHOE 190 - WEEKLY - YEAR 1

597 NS0200673 MONTH 4500.00

LOADER/BACKHOE, DYNAHOE 190 - MONTHLY - YEAR 1

598 NS0200671 WEEK 200.00

LOADER/BACKHOE W/ HYRAM - WEEKLY - YEAR 1

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599 NS0200672 MONTH 1000.00
LOADER/BACKHOE W/ HYRAM - MONTHLY - YEAR 1
600 NS0200670 WEEK 435.07
PORTABLE COMPRESSOR, 250 CFM - WEEKLY - YEAR 1
601 NS0207898 MONTH 280.98
FIELD OFFICE (UP TO 32FT) - MONTHLY - YEAR 1
602 NS0224506 PAIR 19.00
TYVEK BOOTS - YEAR 1

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

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July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1. Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" - Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" - The contractor who is a party to the Contract with Con Edison.

"Contract" - The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" - The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

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"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not

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enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B.Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C.Contractors shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D.Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4.Price and Payment.

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A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or

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included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

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E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

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G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

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other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con

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Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee

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identification number and report this information to the Con Edison authorized representative.

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G. If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4253484,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and

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replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

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(ii)The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii)Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10.Con Edison Authority

A.Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B.Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11.Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12.Warranties.

A.Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4253484,

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acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i)as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii)as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B.In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the

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warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit

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prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4253484,

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the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of

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the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4253484,

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Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for

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employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4253484,

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contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16. Claims.

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A. The only claims that may be made by Contractor are claims for (i) providing services or

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materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a) The date the Increased Costs were incurred;

(b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

(d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

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impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts

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into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

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had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control

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requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Blanket Purchase Agreement 4253484,

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extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Blanket Purchase Agreement 4253484,

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fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

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21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B. No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C. Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con

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Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25.Subcontracting.

A.Contractors shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractors shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work
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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and

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Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it

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has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4253484,

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loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4253484,

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change order thereunder.

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B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Edison and O&R shall be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give

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Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

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A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property

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damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4253484,

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Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4253484,

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and

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Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4253484,

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid

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under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

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subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall

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execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto.

Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

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cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

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waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In

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any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract. The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Blanket Purchase Agreement 4253484,

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Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

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3.Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4.Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5.Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

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6.Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7.Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8.Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

335692v.2

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other Party to the contract with Con Edison is referred to as the "Contractor")

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications

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incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

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ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

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The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

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PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)
The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the Blanket Purchase Agreement 4253484,

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clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy

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Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Signatures

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Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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Consolidated Edison Company of New York, Inc.- Contract for Gas-related goods or services

ATTACHMENT NO. 8

CONTRACTOR:

PCT CONTRACTING LLC

PURCHASE ORDER NO.:

4116089

BID COMPARISON:

\$18,223,290

\$20,896,645

\$30,167,786

\$19,054,186

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Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4116089**

Revision **6**

PO Approved Date **03/03/2014**

Revision Date **03/03/2014**

Current Buyer **David Blaut**

Supplier: **PCT CONTRACTING LLC**

550 FRANKLIN AVE

MOUNT VERNON, NY 10550

UNITED STATES

Supplier

Contact:

FORTUNATO MICHAEL

9146622700

Key

ConEd

Contact:

David Blaut

Ship To: **1615 BRONXDALE AVE**

BRONX, NY 10462

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

9309 Net 10

Effective Start Date Effective End Date Amount Agreed (USD)

03/25/2013 02/28/2015 18,223,290.00

Notes: Southern Westchester Live Gas Maintenance and Repair Contract. Mount Vernon, The Pelhams, and New Rochelle.

THE CONTRACTOR SHALL SUPPLY ALL REQUIRED SUPERVISION, LABOR, MATERIALS (OTHER THAN THOSE SUPPLIED BY CON EDISON), TOOLS, AND EQUIPMENT TO PERFORM GAS SERVICE INSTALLATIONS, REPLACE LEAKING SERVICES, INSTALL NEW PLASTIC GAS MAINS, AND VARIOUS MAINTENANCE AND INSPECTION WORK ON THE WESTCHESTER GAS DISTRIBUTION SYSTEM WITHIN THE MUNICIPALITIES OF NEW ROCHELLE, MOUNT VERNON, AND THE PELHAMS IN NEW YORK STATE. THIS IS A TWO YEAR TERM ORDER COMMENCING ON OR ABOUT MARCH 25, 2013 AND ENDING ON FEBRUARY 28, 2015.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS, CONDITIONS, PROCEDURES, AND SPECIFICATIONS AS DETAILED WITH THE BID EVENT 41002,1 AND ACCEPTED BY THE CONTRACTOR, WITHOUT EXCEPTION, BY SIGNATURE ON NOVEMBER 12, 2012 AND AS LISTED HERE BY REFERENCE.

- Con Edison Codes for Municipalities by Zip Code.

- Trenching Manual dated July 8, 2011 - Rev. 0

- Gas Turn Key Contract Special Conditions dated 10/14/11.

- Contractor Usage Sheet (SAMPLE).

- Con Edison Special Requirements for Material Control and Management dated 4/8/11.

- Items Not In Trenching Manual (NITM) dated 12/5/11.

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- Trenching Manual dated November 2009 - Rev. 7.
- Westchester Construction Management Special Conditions dated 1/20/12.
- Map Showing Municipal Boundaries of Westchester.
- Con Edison Standard Terms and Conditions for Construction Contracts dated 7/1/12 (with no exceptions taken by the Contractor).
- Appendix A
- Con Edison Gift Policy
- Special Conditions of Purchase - Indefinite Quantity Contract dated 7/1/12.

The Con Edison contact will be; Jimmy Meyers at 718/579/1276 or e-mail meyersj@coned.com

The PCT Contracting contact will be Richard Persico at 914-662-2700 or e-mail pctllc@yahoo.com.

Off Hour Compensation Adder:

Reimbursement for work completed shall be in accordance with the off hour work factors and unit pricing delineated below.

Off hour work factors are for the term of this agreement. They are:

- 1) Weeknights will be at a 1.12 factor.
- 2) Saturdays will be at a 1.16 factor.
- 3) Sunday / Holiday will be at a 1.32 factor

All off hour work requires pre-approval by the Con Edison representative.

No work is to commence under this agreement until a Health and Safety Plan (HASP) is submitted to and accepted by the Con Edison Environmental, Health, and Safety department.

REVISION 3 - ADDED LINE 596 (STIP FACTOR) TO BPA AS PER THE ORIGINAL BID DOCUMENTS and GAS OPERATIONS REQUEST. THE STIP FACTOR IS PROVIDED BY GAS OPERATIONS PRIOR TO THE BID DUE DATE. NO OTHER CHANGES WERE MADE IN REVISION 3.

REVISION 1 - CHANGED BUYER FROM B. VAN SLYK TO S. STEPHENS

REVISION 2 - CHANGED BUYER FROM S. STEPHENS TO D. BLAUT

REVISION 4 - ADDED ITEM 597 PER GAS OPERATIONS REQUEST. THIS IS A MISC GAS ITEM- FOR CON EDISON INTERNAL PURPOSES ONLY. NO OTHER CHANGES MADE TO REVISION 4.

REVISION 5 - ADDED LINE 598 FOR NON PAYABLE INTERNAL ITEM. EXPIRED LINE 597 DUE TO NEW NON PAYABLE INTERNAL ITEM BEING CREATED. NO OTHER CHANGES MADE IN REVISION 5.

Reference Documents: CM Special Conditions 4-8-11[1].docx

Contractor Usage Sheets.pdf

Special Conditions Westchester Gas TK 10-14-11[1].docx

Gas Trenching Manual.pdf

CECONY Gas Districts by Municipal Code.pdf

Westchester Area Contract - Spec Cond 1-20-12[1][1].docx

Trenching Manual - Revision 7[1][1].doc

N I T M for Con Ed Dec 5 2011[1].docx

Westchester MUNI2.pdf

All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

1 NS0168509 LINEAR

FOOT

90.04

G-1AI - 1.25CTS-2IPS,<50FT

2 NS0168514 LINEAR

FOOT

61.40

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

G-1AII2 - 1.25CTS-2IPS,>50FT

3 NS0168523 LINEAR

FOOT

92.09

G-1BI2 - 3IPS-4IPS,<50FT

4 NS0168526 LINEAR

FOOT

65.48

G-1BII2 - 3IPS-4IPS,>50FT

5 NS0168535 LINEAR

FOOT

102.32

G-1CI2 - 6IPS-8IPS,<50FT

6 NS0168538 LINEAR

FOOT

92.09

G-1CII2 - 6IPS-8IPS,>50FT

7 NS0168547 LINEAR

FOOT

108.46

G-1DI2 - 10IPS-12IPS,<50FT

8 NS0168550 LINEAR

FOOT

98.22

G-1DII2 - 10IPS-12IPS,>50FT

9 NS0168520 LINEAR

FOOT

76.74

G-1AIS2 - 1.25ST-2ST,<50FT

10 NS0168517 LINEAR

FOOT

60.37

G-1AII2 - 1.25ST-2ST,>50FT

11 NS0168532 LINEAR

FOOT

86.98

G-1BIS2 - 3ST-4ST,<50FT

12 NS0168529 LINEAR

FOOT

65.48

G-1BIIS2 - 3ST-4ST,>50FT

13 NS0168544 LINEAR

FOOT

102.32

G-1CIS2 - 6ST-8ST,<50FT

14 NS0168541 LINEAR

FOOT

92.09

G-1CIIS2 - 6ST-8ST,>50FT

15 NS0168556 LINEAR

FOOT

108.46

G-1DIS2 - 10ST-12ST,<50FT

16 NS0168553 LINEAR

FOOT

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98.22

G-1DIIS2 - 10ST-12ST,>50FT

17 NS0168683 LINEAR

FOOT

86.98

G-2AI2 - 1CTS-2IPS,<50FT

18 NS0168686 LINEAR

FOOT

61.40

G-2AII2 - 1CTS-2IPS,>50FT

19 NS0168689 LINEAR

FOOT

92.09

G-2BI2 - 3IPS-4IPS,<50FT

20 NS0168692 LINEAR

FOOT

65.48

G-2BII2 - 3IPS-4IPS,>50FT

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

21 NS0168558 EACH 767.41

G-1JI - 1.25CTS-2IPS,<20FT

22 NS0168560 EACH 879.97

G-1KI - 3IPS-4IPS,<20FT

23 NS0168562 EACH 879.97

G-1LI - 6IPS-8IPS,<20FT

24 NS0168564 EACH 972.06

G-1MI - 10IPS-12IPS,<20FT

25 NS0168559 EACH 966.94

G-1JIS - 1.25ST-2ST,<20FT

26 NS0168561 EACH 966.94

G-1KIS - 3ST-4ST,<20FT

27 NS0168563 EACH 1074.38

G-1LIS - 6ST-8ST,<20FT

28 NS0168565 EACH 1227.86

G-1MIS - 10ST-12ST,<20FT

29 NS0168780 EACH 2046.44

G-3AI2 - 1CTS-1.25CTS,<50FT

30 NS0168783 EACH 2148.76

G-3AII2 - 1CTS-1.25CTS,>50FT

31 NS0168786 EACH 2046.44

G-3BI2 - 2IPS,<50FT

32 NS0168789 EACH 2148.76

G-3BII2 - 2IPS,>50FT

33 NS0168792 EACH 2046.44

G-3CI2 - 3IPS-4IPS,<50FT

34 NS0168795 EACH 2148.76

G-3CII2 - 3IPS-4IPS,>50FT

35 NS0168798 EACH 2558.05

G-3DI2 - 1CTS-1.25CTS,<50FT

36 NS0168801 EACH 2558.05

G-3DII2 - 1CTS-1.25CTS,>50FT

37 NS0168803 EACH 787.88

G-3JI - 1CTS-1.25CTS,<20FT

38 NS0168804 EACH 869.74

G-3KI - 2IPS,<20FT

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39 NS0168805 EACH 910.66
G-3LI - 3IPS-4IPS,<20FT
40 NS0168864 EACH 1637.15
G-4AI2 - 0.5CTS,<50FT
41 NS0168867 EACH 1739.47
G-4AI2 - 0.5CTS,>50FT
42 NS0168870 EACH 1637.15
G-4BI2 - 1CTS-1.25IPS,<50FT
43 NS0168873 EACH 1739.47
G-4BII2 - 1CTS-1.25IPS,>50FT
44 NS0168876 EACH 1637.15
G-4CI2 - 2IPS,<50FT
45 NS0168879 EACH 1739.47
G-4CII2 - 2IPS,>50FT
46 NS0168893 EACH 787.88
G-4JI - 0.5CTS,<20FT
47 NS0168894 EACH 839.04
G-4KI - 1CTS-1.25IPS,<20FT
48 NS0168895 EACH 869.74

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

G-4LI - 2IPS,<20FT
49 NS0168882 EACH 2558.05
G-4DI2 - 0.5CTS,<50FT
50 NS0168885 EACH 2558.05
G-4DII2 - 0.5CTS,>50FT
51 NS0168888 EACH 2558.05
G-4EI2 - 1CTS-1.25IPS,<50FT
52 NS0168891 EACH 2558.05
G-4EII2 - 1CTS-1.25IPS,>50FT
53 NS0168965 EACH 869.74
G-5AI2 - 1CTS-1.25CTS,<50FT
54 NS0168968 EACH 869.74
G-5AII2 - 1CTS-1.25CTS,>50FT
55 NS0168977 EACH 982.29
G-5BI2 - 2IPS,<50FT
56 NS0168980 EACH 982.29
G-5BII2 - 2IPS,>50FT
57 NS0168989 EACH 1125.54
G-5CI2 - 3IPS-4IPS,<50FT
58 NS0168992 EACH 1125.54
G-5CII2 - 3IPS-4IPS,>50FT
59 NS0168974 EACH 869.74
G-5AIS2 - 1CTS-1.25CTS,<50FT
60 NS0168971 EACH 869.74
G-5AIIS2 - 1CTS-1.25CTS,>50FT
61 NS0168986 EACH 982.29
G-5BIS2 - 2IPS,<50FT
62 NS0168983 EACH 982.29
G-5BIIS2 - 2IPS,>50FT
63 NS0168998 EACH 1125.54
G-5CIS2 - 3IPS-4IPS,<50FT
64 NS0168995 EACH 1125.54
G-5CIIS2 - 3IPS-4IPS,>50FT
65 NS0169002 EACH 767.41
G-6AI2 - 0.5CTS,<50FT

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66 NS0169005 EACH 767.41
G-6AII2 - 0.5CTS,>50FT
67 NS0169014 EACH 767.41
G-6BI2 - 1CTS-1.25IPS,<50FT
68 NS0169017 EACH 767.41
G-6BII2 - 1CTS-1.25IPS,>50FT
69 NS0169026 EACH 767.41
G-6CI2 - 2IPS,<50FT
70 NS0169029 EACH 767.41
G-6CII2 - 2IPS,>50FT
71 NS0169023 EACH 767.41
G-6BIS2 - 1CTS-1.25IPS,<50FT
72 NS0169020 EACH 767.41
G-6BIIS2 - 1CTS-1.25IPS,>50FT
73 NS0169035 EACH 767.41
G-6CIS2 - 2IPS,<50FT
74 NS0169032 EACH 767.41
G-6CIIS2 - 2IPS,>50FT
75 NS0169062 EACH 665.09
G-7A - CURBVALVE/REST
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
76 NS0169063 EACH 562.77
G-7B - CURBVALVENOREST
77 NS0169717 EACH 216.93
GT-8AS - 2-4CUTOUT STEEL
78 NS0169719 EACH 325.38
GT-8BS - 6-8CUTOUT STEEL
79 NS0169722 EACH 216.93
GT-8E - WINCUTOUT24-36
80 NS0169734 EACH 767.41
GT-9A - 0.5CTS-2IPS
81 NS0169735 EACH 869.74
GT-9B - 3IPS-4IPS
82 NS0168453 EACH 327.43
G-10A - 0.5CTS-2IPS
83 NS0168454 EACH 388.82
G-10B - 3IPS-4IPS
84 NS0168479 EACH 255.80
G-11 - COLDROLLEDBEND
85 NS0168482 EACH 480.92
G-13 - METERREGSET
86 NS0168483 EACH 480.92
G-13R - METERREGSETOUTSIDE
87 NS0168484 EACH 46.05
G-14 - INSTSTEELBUMPER
88 NS0168485 EACH 869.74
G-16A - UPTO2IPS
89 NS0168486 EACH 869.74
G-16B - 3IPS-4IPS
90 NS0168487 EACH 867.69
G-16C - RECNINACTSERV6NONPRT
91 NS0168614 LINEAR
FOOT
32.74
G-20 - ADDLPIPEWORK

Contains Confidential Commercial Information

92 NS0168615 EACH 38.88
G-20A - ADDLPIPEWK METER

93 NS0168616 EACH 434.87
G-23A - 2-4IN CLAMP

94 NS0168617 EACH 654.86
G-23B - 6-8IN CLAMP

95 NS0168618 EACH 654.86
G-23C - 10-12IN CLAMP

96 NS0168620 EACH 225.11
G-24A - 4-8JTEN CAP

97 NS0168621 EACH 654.86
G-24B - 10-12JTEN CAP

98 NS0168626 LINEAR
FOOT

61.40
G-26A - UP TO 4IN

99 NS0168632 LINEAR
FOOT

81.85
G-26B - 6IN-8IN

100 NS0168638 LINEAR
FOOT

81.85
G-26C - 10IN-12IN

101 NS0168630 LINEAR 122.79
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

FOOT
G-26AS - UP TO 4IN

102 NS0168636 LINEAR
FOOT

133.01
G-26BS - 6IN-8IN

103 NS0168642 LINEAR
FOOT

189.30
G-26CS - 10IN-12IN

104 NS0168648 LINEAR
FOOT

296.73
G-26DS - 16IN-20IN

105 NS0168650 LINEAR
FOOT

358.13
G-26ES - STLMAIN2430RDWNONPRO

106 NS0168628 LINEAR
FOOT

66.51
G-26AC - UP TO 4IN

107 NS0168634 LINEAR
FOOT

71.63
G-26BC - 6IN-8IN

108 NS0168640 LINEAR
FOOT

81.85

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G-26CC - 10IN-12IN
109 NS0168627 LINEAR
FOOT
61.40
G-26AA - UP TO 4IN
110 NS0168633 LINEAR
FOOT
66.51
G-26BA - 6IN-8IN
111 NS0168639 LINEAR
FOOT
76.74
G-26CA - 10IN-12IN
112 NS0168631 LINEAR
FOOT
61.40
G-26AWK - UP TO 4IN
113 NS0168637 LINEAR
FOOT
81.85
G-26BWK - 6IN-8IN
114 NS0168643 LINEAR
FOOT
81.85
G-26CWK - 10IN-12IN
115 NS0168629 LINEAR
FOOT
40.93
G-26AE - UP TO 4IN
116 NS0168635 LINEAR
FOOT
59.35
G-26BE - 6IN-8IN
122 NS0168641 LINEAR
FOOT
63.44
G-26CE - 10IN-12IN
123 NS0168661 LINEAR
FOOT
21.48
G-27AA - UPTO1.25IN
124 NS0168660 LINEAR
FOOT
22.51
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
G-27A - 2IN-4IN
125 NS0168663 LINEAR
FOOT
32.74
G-27B - 6IN-8IN
126 NS0168665 LINEAR
FOOT
30.69
G-27C - 12IN
127 NS0168662 LINEAR

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FOOT
46.05
G-27AS - 2IN-4IN
128 NS0168664 LINEAR
FOOT
61.40
G-27BS - 6IN-8IN
129 NS0168666 LINEAR
FOOT
86.98
G-27CS - 12IN
130 NS0168670 LINEAR
FOOT
51.16
G-29A - 1.25IN MAIN INSERT
131 NS0168671 LINEAR
FOOT
51.16
G-29B - 2IN MAIN INSERT
132 NS0168672 LINEAR
FOOT
59.35
G-29C - 3IN PLAST. INSERTION
133 NS0168673 LINEAR
FOOT
59.35
G-29D - 4IN PLAST. INSERTION
134 NS0168674 LINEAR
FOOT
81.85
G-29E - 6IN PLAST. INSERTION
135 NS0168675 LINEAR
FOOT
69.58
G-29F - 8IN PLAST. INSERTION
136 NS0168500 EACH 1534.83
G-19A - 2IN-4INMAINEXTEN
137 NS0168502 EACH 3069.65
G-19B - 6IN-8INMAINEXTEN
138 NS0168504 EACH 3069.65
G-19C - 10IN-12INMAINEXTEN
139 NS0168501 EACH 1534.83
G-19AS - 2IN-4INMAINEXTEN
140 NS0168503 EACH 3069.65
G-19BS - 6IN-8INMAINEXTEN
141 NS0168505 EACH 3069.65
G-19CS - 10IN-12INMAINEXTEN
142 NS0168507 EACH 20464.36
G-19DS - KLKMKL
143 NS0168508 EACH 20464.36
G-19ES - MANEXTTIEIN24-30STL
144 NS0169233 EACH 3069.65
GT-18A - 2IN-4INCUTOUTTIEIN
145 NS0169235 EACH 3581.26
GT-18B - 6IN-8INCUTOUTTIEIN
146 NS0169237 EACH 3581.26
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

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(USD)

Amount

(USD)

GT-18C - 10IN-12INCUTOUTTIEIN

147 NS0168494 EACH 5832.34

G-18AS - 2IN-4INCUTOUTTIEIN

148 NS0168496 EACH 7162.53

G-18BS - 6IN-8INCUTOUTTIEIN

149 NS0168499 EACH 9106.64

G-18CS - 10IN-12INCUTOUTTIEIN

150 NS0169451 EACH 889.18

GT-35A - UP TO 8IN SLEEVE

151 NS0169452 EACH 1301.53

GT-35B - 10IN-16INSLEEVE

152 NS0169453 EACH 1626.91

GT-35C - >16IN SLEEVE

153 NS0169458 EACH 1739.47

GT-36AA - COREDRILL2-4INPOESLEEVE

154 NS0169459 EACH 1944.11

GT-36AB - COREDRILL6-8INPOESLEEVE

155 NS0169460 EACH 2251.08

GT-36B - 10+>COREDRILL

156 NS0169446 EACH 337.66

GT-32A - RELIGHT W/SERVICE

157 NS0169447 EACH 460.45

GT-32B - RELIGHT STANDALONE

158 NS0169461 EACH 716.25

GT-37A - BOPAW/SERVICE

159 NS0169462 EACH 818.57

GT-37B - BOPASTAND-ALONE

160 NS0169463 EACH 716.25

GT-38A - HPINSPECTW/SERVICE

161 NS0169464 EACH 818.57

GT-38B - HPINSPECTSTAND-ALONE

162 NS0169465 EACH 255.80

GT-39A - MAINVALVINSPECW/SERV

163 NS0169466 EACH 306.97

GT-39B - MAINVALVINSPECS-ALON

164 NS0169516 EACH 306.97

GT-40A - GME250W/SERVICE

165 NS0169517 EACH 501.37

GT-40B - GME250STANDALONE

166 NS0169519 EACH 388.82

GT-41A - GME500W/SERVICE

167 NS0169520 EACH 511.61

GT-41B - GME500STANDALONE

168 NS0169593 EACH 1064.14

GT-50AI - LEAKRPRASPH2-4

169 NS0169594 EACH 1064.14

GT-50AII - LEAKRPRASPH6-8

170 NS0169595 EACH 1207.39

GT-50AIII - LEAKRPRASPH10-12

171 NS0169596 EACH 1053.91

GT-50BI - LEAKRPREARTH2-4

172 NS0169597 EACH 1053.91

GT-50BII - LEAKRPREARTH6-8

173 NS0169598 EACH 1156.23

GT-50BIII - LEAKRPREARTH10-12

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

174 NS0169599 EACH 1227.86

GT-50CI - LEAKRPRCONC2-4

175 NS0169600 EACH 1227.86

GT-50CII - LEAKRPRCONC6-8

176 NS0169601 EACH 1432.51

GT-50CIII - LEAKRPRCONC10-12

177 NS0169521 EACH 216.93

GT-42A - OFFSET-UPTO4IN

178 NS0169522 EACH 759.23

GT-42B - OFFSET-6IN-8IN

179 NS0169523 EACH 1626.91

GT-42C - OFFSET-10IN12IN

180 NS0169524 EACH 216.93

GT-42D - WELDOFFSETUPTO4

181 NS0169525 EACH 542.30

GT-42E - WELDOFFSET6-8IN

182 NS0169526 EACH 1626.91

GT-42F - WELDOFFSET10-12IN

183 NS0168852 CYLIND

ER

340.73

G-43A - EXCAVRDWYNONPROT

184 NS0168853 CYLIND

ER

204.64

G-43B - EXCAVINEARTH

185 NS0168857 CYLIND

ER

1125.54

G-45A - EXC/BKFLOVRMAIN1-4CY

186 NS0168858 CYLIND

ER

1330.18

G-45B - EXC/BKFLORMN4.1-8CY

187 NS0168859 CYLIND

ER

1841.79

G-45C - EXC/BKFLORMN8.1-15CY

188 NS0168860 CYLIND

ER

2558.05

G-45D - EXC/BKFLORMN15.1-25C

189 NS0171303 CYLIND

ER

542.30

T50 - ROCK

190 NS0171314 CYLIND

ER

216.93

T53 - INTACT MASONRY

191 NS0171316 CYLIND

ER

216.93

T54 - ENCLOSURES

192 NS0171317 CYLIND

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ER

216.93

T55 - CARTROLLEYTRACKS

193 NS0171319 CYLIND

ER

216.93

T56 - CONCENCASSTLPIPE

194 NS0170601 SQUARE

FOOT

7.16

T101 - SOLID SHEETING

195 NS0170602 SQUARE 1.02

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

FOOT

T102 - PLYWOOD SHEETING

196 NS0170609 SQUARE

FOOT

5.43

T110 - VEHICULAR PLATES

197 NS0170611 SQUARE

FOOT

7.59

T112 - STRAPWELDEDPLATES

198 NS0170612 SQUARE

FOOT

6.40

T113 - STRAPWELDBEAMSPLATES

199 NS0171326 LINEAR

FOOT

6.40

T60 - ADDL FT OF WOOD PILE

200 NS0170614 SQUARE

FOOT

6.40

T114 - PLATERENTALMAINT.

201 NS0171349 EACH 97.61

T80 - TEST EXISTING FACS

202 NS0171331 LINEAR

FOOT

6.51

T70 - ABANDELECTSTDUCT

203 NS0171332 LINEAR

FOOT

20.61

T70A - SAMEAST708INPIPE

204 NS0171333 LINEAR

FOOT

20.61

T70B - LIKET70PIPE>16IN

205 NS0169437 EACH 412.36

GT-31A - 2IN+<SERVXFER

206 NS0169439 EACH 542.30

GT-31B - 3IN-4INSERVXFER

207 NS0169441 EACH 1301.53

GT-31C - 6IN-8INSERVXFER

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208 NS0169443 EACH 1410.00
GT-31D - 10IN-12INSERVXFER
209 NS0171059 HOUR 76.74
T301 - LABORER/DRILLRUNNER
210 NS0171069 HOUR 28.14
T301WD - T301WKDNDIFFRL
211 NS0171066 HOUR 24.56
T301D - LAB/DRILLRNROTDIFF
212 NS0171060 HOUR 76.74
T301A - FLAG PERSON W/TOOLS
213 NS0171064 HOUR 28.14
T301AWD - T301AOVERTIMEDIFFRL
214 NS0171061 HOUR 24.56
T301AD - FLGPERSONOTDIFFERENT
215 NS0171071 HOUR 89.02
T302 - LAB FOREMAN W/TRUCK
216 NS0171075 HOUR 29.68
T302WD - T302WKDNDIFFRL
217 NS0171072 HOUR 25.58
T302D - LABFOREMW/TRK OTDIFF
218 NS0171077 HOUR 120.74
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T303 - TEAMSTER,W/DUMPTRUCK
219 NS0171079 HOUR 7.16
T303ND - TEAM,W/DMPTRKNGTDIFF
220 NS0171082 HOUR 28.65
T303WD - T303WKDNDIFFRL
221 NS0171078 HOUR 6.14
T303D - TEAM,W/DMPTRKOTDIFF
222 NS0171084 HOUR 19.96
T304 - COMPR/JHAMMERS
223 NS0171086 HOUR 114.60
T304M - ITEM304W/COMPRENGR
224 NS0171088 HOUR 32.74
T304MND - T304W/NIGHTDIFF
225 NS0171091 HOUR 20.47
T304MWD - 304M-WKNDDIFF
226 NS0171087 HOUR 27.63
T304MD - T304W/OTDIFF
227 NS0171095 HOUR 149.39
T305 - OPENG W/BACKHOE
228 NS0171107 HOUR 35.81
T305ND - T305 W/NGT DIFF
229 NS0171111 HOUR 67.53
T305WD - T305WKDNDIFFRL
230 NS0171106 HOUR 30.69
T305D - T305 W/OT DIFF
231 NS0171096 HOUR 153.48
T305A - OPERENGRWELDER
232 NS0171099 HOUR 33.77
T305AND - T305AW/NGTDIFF
233 NS0171097 HOUR 29.68
T305AD - T305AW/OT DIFF
234 NS0171101 HOUR 100.27
T305B - OPERENGRMAINTMAN

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235 NS0171104 HOUR 33.77
T305BND - T305BW/NGTDIFF
236 NS0171102 HOUR 29.68
T305BD - T305BW/OT DIFF
237 NS0171113 HOUR 61.40
T306 - TIMBERMAN/TOOLS/TRAN
238 NS0171115 HOUR 27.63
T306ND - T306W/NGT DIFF
239 NS0171118 HOUR 76.74
T306WD - T306WKDNDIFFRL
240 NS0171114 HOUR 24.56
T306D - T306W/OT DIFF
241 NS0170980 EACH 813.46
T211A - MOB BEFORE WORKDAY
242 NS0170960 CYLIND
ER
511.61
T2 - STREET/BASE/BRK
243 NS0171344 CYLIND
ER
767.41
T7R - BRKRESTSDWKDRIV
244 NS0171135 LINEAR
FOOT
10.23
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
T33 - SAWCUT CONCRETE
245 NS0171136 LINEAR
FOOT
86.98
T33A - BEVEL CUT CONC. BASE
246 NS0171138 LINEAR
FOOT
10.23
T34 - SAWCUTREINFORCECONC
247 NS0171123 CYLIND
ER
511.61
T31 - BINDER BASE
248 NS0171129 CYLIND
ER
511.61
T32 - CONCRETE BASE
249 NS0171030 CYLIND
ER
613.93
T2AI - SPECIAL CARE
250 NS0171172 CYLIND
ER
327.43
T42 - EXCA100 HAND<10FT
251 NS0167702 CYLIND
ER
511.61
400 - INSTALL TOP

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252 NS0167703 CYLIND
ER
613.93
401 - REM/INST WEAR COURSE
253 NS0170866 EACH 460.45
T170 - REGRADEGASVALVE
254 NS0171050 CYLIND
ER
511.61
T30 - TEMPORARY MACADAM
255 NS0169704 EACH 1125.54
GT-76 - TAPTEE3IN-4IN
256 NS0169705 EACH 1534.83
GT-77 - TAPTEE6IN-8IN
257 NS0169706 EACH 1023.22
GT-78 - TAPTEE3IN-4IN
258 NS0169707 EACH 1534.83
GT-79 - TAPTEE6IN-8IN
259 NS0169714 LINEAR
FOOT
358.13
GT-89A - GRINDRAZORBACKRIB
260 NS0169715 LINEAR
FOOT
358.13
GT-89B - GRINDSPIRALSTYLERIB
261 NS0169723 EACH 358.13
GT-90A - WELDPIPEUPTO4IN
262 NS0169724 EACH 818.57
GT-90B - WELDPIPE6-8IN
263 NS0169725 EACH 1227.86
GT-90C - WELDPIPE12-16IN
264 NS0169726 EACH 2865.01
GT-90D - WELDPIPE20IN+>
265 NS0169727 EACH 76.74
GT-91A - FUSEPIPEUPTO4IN
266 NS0169728 EACH 108.46
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
GT-91B - FUSEPIPE6-8IN
267 NS0169729 EACH 97.21
GT-91C - FUSEPIPE10-12IN
268 NS0169730 LINEAR
FOOT
76.74
GT-92 - COALTARREMOVAL
269 NS0169733 CYLIND
ER
46.05
GT-94 - SPEC4BKFLINCREMENTAL
270 NS0199756 LINEAR
FOOT
86.98
G2AIS
275 NS0199757 LINEAR
FOOT

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86.98
G2AIIS
276 NS0199758 LINEAR
FOOT
86.98
G2BIS
277 NS0199759 LINEAR
FOOT
86.98
G2BIIS
278 NS0199760 EACH 216.93
GT8AC
279 NS0199761 EACH 650.77
GT8BC
280 NS0199762 EACH 216.93
GT8CC
281 NS0199763 EACH 216.93
GT8DC
282 NS0199764 EACH 216.93
GT8CS
283 NS0199765 EACH 216.93
GT8DS
284 NS0199766 EACH 325.38
GT8AP
285 NS0199767 EACH 216.93
GT8BP
286 NS0199768 EACH 216.93
GT8CP
287 NS0199769 EACH 15348.27
GT18DS
288 NS0199770 EACH 20464.36
GT18ES
289 NS0199771 EACH 650.77
GT31STA
290 NS0199772 EACH 650.77
GT31STB
291 NS0199773 EACH 1518.46
GT31STC
292 NS0199774 EACH 1626.91
GT31STD
293 NS0199775 EACH 542.30
GT31STAS
294 NS0199776 EACH 542.30
GT31STBS
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
295 NS0199777 EACH 1355.76
GT31STCS
296 NS0199778 EACH 1739.47
GT31STDS
297 NS0199779 SET 33.77
T305AWD
298 NS0199780 HOUR 64.46
T305BWD
299 NS0199781 EACH 869.74
T211B

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300 NS0199782 EACH 1534.83
T215A
301 NS0199783 EACH 1637.75
T215B
302 NS0199784 LINEAR
FOOT
10.23
T33B
303 NS0199785 LINEAR
FOOT
92.74
G1AI
2014 / 2015 pricing
304 NS0199786 LINEAR
FOOT
63.24
G1AII
2014 / 2015 pricing
305 NS0199787 LINEAR
FOOT
94.85
G1BI
2014 / 2015 pricing
306 NS0199788 LINEAR
FOOT
67.44
G1BII
2014 / 2015 pricing
307 NS0199789 LINEAR
FOOT
105.39
G1CI
2014 / 2015 pricing
308 NS0199790 LINEAR
FOOT
94.85
G1CII
2014 / 2015 pricing
309 NS0199791 LINEAR
FOOT
111.71
G1DI
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 / 2015 pricing
310 NS0199792 LINEAR
FOOT
101.17
G1DII
2014 / 2015 pricing
311 NS0199793 LINEAR
FOOT
79.04
G1AIS
2014 / 2015 pricing
312 NS0199794 LINEAR

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FOOT
62.18
G1AIIIS
2014 / 2015 pricing
313 NS0199795 LINEAR
FOOT
89.59
G1BIS
2014 / 2015 pricing
314 NS0199796 LINEAR
FOOT
67.44
G1BIIS
2014 / 2015 pricing
315 NS0199797 LINEAR
FOOT
105.39
G1CIS
2014 / 2015 pricing
316 NS0199798 LINEAR
FOOT
94.85
G1CIIS
2014 / 2015 pricing
317 NS0199799 LINEAR
FOOT
111.71
G1DIS
2014 / 2015 pricing
318 NS0199800 LINEAR
FOOT
101.17
G1DIIS
2014 / 2015 pricing
319 NS0199801 LINEAR
FOOT
89.59
G2AI
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 / 2015 pricing
320 NS0199802 LINEAR
FOOT
63.24
G2AII
2014 / 2015 pricing
321 NS0199803 LINEAR
FOOT
94.85
G2BI
2014 / 2015 pricing
322 NS0199804 LINEAR
FOOT
67.44
G2BII
2014 / 2015 pricing

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323 NS0199805 LINEAR

FOOT

89.59

G2AIS

2014 / 2015 pricing

324 NS0199806 LINEAR

FOOT

89.59

G2AHS

2014 / 2015 pricing

325 NS0199807 LINEAR

FOOT

89.59

G2BIS

2014 / 2015 pricing

326 NS0199808 LINEAR

FOOT

89.59

G2BHS

2014 / 2015 pricing

327 NS0199809 EACH 790.43

G1JI

2014 / 2015 pricing

328 NS0199810 EACH 906.37

G1KI

2014 / 2015 pricing

329 NS0199811 EACH 906.37

G1LI

2014 / 2015 pricing

330 NS0199812 EACH 1001.22

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

G1MI

2014 / 2015 pricing

331 NS0199813 EACH 995.95

G1JIS

2014 / 2015 pricing

332 NS0199814 EACH 995.95

G1KIS

2014 / 2015 pricing

333 NS0199815 EACH 1106.61

G1LIS

2014 / 2015 pricing

334 NS0199816 EACH 1264.70

G1MIS

2014 / 2015 pricing

335 NS0199817 EACH 2107.83

G3AI

2014 / 2015 pricing

336 NS0199818 EACH 2213.22

G3AII

2014 / 2015 pricing

337 NS0199819 EACH 2107.83

G3BI

2014 / 2015 pricing

338 NS0199820 EACH 2213.22

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G3BII

2014 / 2015 pricing

339 NS0199821 EACH 2107.83

G3CI

2014 / 2015 pricing

340 NS0199822 EACH 2213.22

G3CII

2014 / 2015 pricing

341 NS0199823 EACH 2634.79

G3DI

2014 / 2015 pricing

342 NS0199824 EACH 2634.79

G3DII

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

2014 / 2015 pricing

343 NS0199825 EACH 811.52

G3JI

2014 / 2015 pricing

344 NS0199826 EACH 895.83

G3KI

2014 / 2015 pricing

345 NS0199827 EACH 937.98

G3LI

2014 / 2015 pricing

346 NS0199828 EACH 1686.26

G4AI

2014 / 2015 pricing

347 NS0199829 EACH 1791.65

G4AII

2014 / 2015 pricing

348 NS0199830 EACH 1686.26

G4BI

2014 / 2015 pricing

349 NS0199831 EACH 1791.65

G4BII

2014 / 2015 pricing

350 NS0199832 EACH 1686.26

G4CI

2014 / 2015 pricing

351 NS0199833 EACH 1791.65

G4CII

2014 / 2015 pricing

352 NS0199834 EACH 811.52

G4JI

2014 / 2015 pricing

353 NS0199835 EACH 864.21

G4KI

2014 / 2015 pricing

354 NS0199836 EACH 895.83

G4LI

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

Contains Confidential Commercial Information

(USD)

2014 / 2015 pricing

355 NS0199837 EACH 2634.79

G4DI

2014 / 2015 pricing

356 NS0199838 EACH 2634.79

G4DII

2014 / 2015 pricing

357 NS0199839 EACH 2634.79

G4EI

2014 / 2015 pricing

358 NS0199840 EACH 2634.79

G4EII

2014 / 2015 pricing

359 NS0199841 EACH 895.83

G5AI

2014 / 2015 pricing

360 NS0199842 EACH 895.83

G5AII

2014 / 2015 pricing

361 NS0199843 EACH 1011.76

G5BI

2014 / 2015 pricing

362 NS0199844 EACH 1011.76

G5BII

2014 / 2015 pricing

363 NS0199845 EACH 1159.31

G5CI

2014 / 2015 pricing

364 NS0199846 EACH 1159.31

G5CII

2014 / 2015 pricing

365 NS0199847 EACH 895.83

G5AIS

2014 / 2015 pricing

366 NS0199848 EACH 895.83

G5AIIS

2014 / 2015 pricing

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

367 NS0199849 EACH 1011.76

G5BIS

2014 / 2015 pricing

368 NS0199850 EACH 1011.76

G5BIIS

2014 / 2015 pricing

369 NS0199851 EACH 1159.31

G5CIS

2014 / 2015 pricing

370 NS0199852 EACH 1159.31

G5CIIS

2014 / 2015 pricing

371 NS0199853 EACH 790.43

G6AI

2014 / 2015 pricing

372 NS0199854 EACH 790.43

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G6AII

2014 / 2015 pricing

373 NS0199855 EACH 790.43

G6BI

2014 / 2015 pricing

374 NS0199856 EACH 790.43

G6BII

2014 / 2015 pricing

375 NS0199857 EACH 790.43

G6CI

2014 / 2015 pricing

376 NS0199858 EACH 790.43

G6CII

2014 / 2015 pricing

377 NS0199859 EACH 790.43

G6BIS

2014 / 2015 pricing

378 NS0199860 EACH 790.43

G6BIIS

2014 / 2015 pricing

379 NS0199861 EACH 790.43

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

G6CIS

2014 / 2015 pricing

380 NS0199862 EACH 685.04

G7A

2014 / 2015 pricing

381 NS0199863 EACH 579.65

G7B

2014 / 2015 pricing

382 NS0199864 EACH 223.44

GT8AC

2014 / 2015 pricing

383 NS0199865 EACH 670.29

GT8BC

2014 / 2015 pricing

384 NS0199866 EACH 223.44

GT8CC

2014 / 2015 pricing

385 NS0199867 EACH 223.44

GT8DC

2014 / 2015 pricing

386 NS0199868 EACH 223.44

GT8AS

2014 / 2015 pricing

387 NS0199869 EACH 335.14

GT8BS

2014 / 2015 pricing

388 NS0199870 EACH 223.44

GT8CS

2014 / 2015 pricing

389 NS0199871 EACH 223.44

GT8DS

2014 / 2015 pricing

390 NS0199872 EACH 335.14

Contains Confidential Commercial Information

GT8AP

2014 / 2015 pricing

391 NS0199873 EACH 223.44

GT8BP

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

2014 / 2015 pricing

392 NS0199874 EACH 223.44

GT8CP

2014 / 2015 pricing

393 NS0199875 EACH 223.44

GT8E

2014 / 2015 pricing

394 NS0199877 EACH 790.43

GT9A

2014 / 2015 pricing

395 NS0199878 EACH 895.83

GT9B

2014 / 2015 pricing

396 NS0199879 EACH 337.25

G10A

2014 / 2015 pricing

397 NS0199880 EACH 400.48

G10B

2014 / 2015 pricing

398 NS0199881 EACH 263.47

G11

2014 / 2015 pricing

399 NS0199882 EACH 495.35

G13

2014 / 2015 pricing

400 NS0199883 EACH 495.35

G13R

2014 / 2015 pricing

401 NS0199884 EACH 47.43

G14

2014 / 2015 pricing

402 NS0199885 EACH 895.83

G16A

2014 / 2015 pricing

403 NS0199886 EACH 895.83

G16B

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

2014 / 2015 pricing

404 NS0199887 EACH 893.72

G16C

2014 / 2015 pricing

405 NS0199888 LINEAR

FOOT

33.72

G20

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2014 / 2015 pricing
406 NS0199889 EACH 40.05
G20A

2014 / 2015 pricing
407 NS0199890 EACH 447.92
G23A

2014 / 2015 pricing
408 NS0199891 EACH 674.51
G23B

2014 / 2015 pricing
409 NS0199892 EACH 674.51
G23C

2014 / 2015 pricing
410 NS0199893 EACH 231.86
G24A

2014 / 2015 pricing
411 NS0199894 EACH 674.51
G24B

2014 / 2015 pricing
412 NS0199895 LINEAR
FOOT

63.24
G26A

2014 / 2015 pricing
413 NS0199896 LINEAR
FOOT

84.31
G26B

2014 / 2015 pricing
414 NS0199897 LINEAR
FOOT

84.31
G26C

2014 / 2015 pricing
Blanket Purchase Agreement 4116089, 6

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

415 NS0199898 LINEAR
FOOT
126.47

G26AS
2014 / 2015 pricing
416 NS0199899 LINEAR

FOOT
137.00

G26BS
2014 / 2015 pricing
417 NS0199900 LINEAR

FOOT
194.98

G26CS
2014 / 2015 pricing
418 NS0199901 LINEAR

FOOT
305.63

G26DS
2014 / 2015 pricing

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419 NS0199902 LINEAR
FOOT
368.87
G26ES
2014 / 2015 pricing
420 NS0199903 LINEAR
FOOT
68.51
G26AC
2014 / 2015 pricing
421 NS0199904 LINEAR
FOOT
73.78
G26BC
2014 / 2015 pricing
422 NS0199905 LINEAR
FOOT
84.31
G26CC
2014 / 2015 pricing
423 NS0199906 LINEAR
FOOT
63.24
G26AA
2014 / 2015 Pricing
424 NS0199907 LINEAR
FOOT
68.51
G26BA
2014 / 2015 Pricing
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
425 NS0199908 LINEAR
FOOT
79.04
G26CA
2014 / 2015 Pricing
426 NS0199909 EACH 63.24
G26AWK
2014 / 2015 Pricing
427 NS0199910 EACH 84.31
G26BWK
2014 / 2015 Pricing
428 NS0199911 EACH 84.31
G26CWK
2014 / 2015 Pricing
429 NS0199916 LINEAR
FOOT
61.13
G26BE
2014 / 2015 Pricing
430 NS0199918 LINEAR
FOOT
22.12
G27AA
2014 / 2015 Pricing

Contains Confidential Commercial Information

431 NS0199919 LINEAR
FOOT
23.19
G27A
2014 / 2015 Pricing
432 NS0199920 LINEAR
FOOT
33.72
G27B
2014 / 2015 Pricing
433 NS0199921 LINEAR
FOOT
31.61
G27C
2014 / 2015 Pricing
434 NS0199922 LINEAR
FOOT
47.43
G27AS
2014 / 2015 Pricing
435 NS0199923 LINEAR
FOOT
63.24
G27BS
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 / 2015 Pricing
436 NS0199924 LINEAR
FOOT
89.59
G27CS
2014 / 2015 Pricing
437 NS0199925 LINEAR
FOOT
52.69
GT29A
2014 / 2015 Pricing
438 NS0199926 LINEAR
FOOT
52.69
GT29B
2014 / 2015 Pricing
439 NS0199927 LINEAR
FOOT
61.13
GT29C
2014 / 2015 Pricing
440 NS0199928 LINEAR
FOOT
61.13
GT29D
2014 / 2015 Pricing
441 NS0199929 LINEAR
FOOT
84.31
GT29E

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2014 / 2015 Pricing
442 NS0199930 LINEAR
FOOT

71.67
GT29F

2014 / 2015 Pricing
443 NS0199931 EACH 1580.87
G19A

2014 / 2015 Pricing
444 NS0199932 EACH 3161.74
G19B

2014 / 2015 Pricing
445 NS0199933 EACH 3161.74
G19C

2014 / 2015 Pricing
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

446 NS0199934 EACH 1580.87
G19AS

2014 / 2015 Pricing
447 NS0199935 EACH 3161.74
G19BS

2014 / 2015 Pricing
448 NS0199936 EACH 3161.74
G19CS

2014 / 2015 Pricing
449 NS0199937 EACH 21078.29
G19DS

2014 / 2015 Pricing
450 NS0199938 EACH 21078.29
G19ES

2014 / 2015 Pricing
451 NS0199939 EACH 3161.74
GT18A

2014 / 2015 Pricing
452 NS0199940 EACH 3688.70
GT18B

2014 / 2015 Pricing
453 NS0199941 EACH 3688.70
GT18C

2014 / 2015 Pricing
454 NS0199942 EACH 6007.31
GT18AS

2014 / 2015 Pricing
455 NS0199943 EACH 7377.41
GT18BS

2014 / 2015 Pricing
456 NS0199944 EACH 9379.84
GT18CS

2014 / 2015 Pricing
457 NS0199945 EACH 15808.72
GT18DS

2014 / 2015 Pricing
458 NS0199946 EACH 21078.29
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Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price
	(USD)						
	Amount						
	(USD)						
	GT18ES						
	2014 / 2015 Pricing						
459	NS0199947	EACH	915.86				
	GT35A						
	2014 / 2015 Pricing						
460	NS0199948	EACH	1340.58				
	GT35B						
	2014 / 2015 Pricing						
461	NS0199949	EACH	1675.72				
	GT35C						
	2014 / 2015 Pricing						
462	NS0199950	EACH	1791.65				
	GT36AA						
	2014 / 2015 Pricing						
463	NS0199951	EACH	2002.43				
	GT36AB						
	2014 / 2015 Pricing						
464	NS0199952	EACH	2318.61				
	GT36B						
	2014 / 2015 Pricing						
465	NS0199953	EACH	347.79				
	GT32A						
	2014 / 2015 Pricing						
466	NS0199954	EACH	474.26				
	GT32B						
	2014 / 2015 Pricing						
467	NS0199955	EACH	737.74				
	GT37A						
	2014 / 2015 Pricing						
468	NS0199956	EACH	843.13				
	GT37B						
	2014 / 2015 Pricing						
469	NS0199957	EACH	737.74				
	GT38A						
	2014 / 2015 Pricing						
470	NS0199958	EACH	843.13				
	GT38B						
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	Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM Unit Price
	(USD)						
	Amount						
	(USD)						
	2014 / 2015 Pricing						
471	NS0199959	EACH	263.47				
	GT39A						
	2014 / 2015 Pricing						
472	NS0199960	EACH	316.18				
	GT39B						
	2014 / 2015 Pricing						
473	NS0199961	EACH	316.18				
	GT40A						
	2014 / 2015 Pricing						
474	NS0199962	EACH	516.41				
	GT40B						
	2014 / 2015 Pricing						

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475 NS0199963 EACH 400.48
GT41A
2014 / 2015 Pricing
476 NS0199964 EACH 526.96
GT41B
2014 / 2015 Pricing
477 NS0199965 EACH 1096.06
G50AI
2014 / 2015 Pricing
478 NS0199966 EACH 1096.06
G50AII
2014 / 2015 Pricing
479 NS0199967 EACH 1243.61
G50AII
2014 / 2015 Pricing for G50AIII
480 NS0199968 EACH 1085.53
G50BI
2014 / 2015 Pricing
481 NS0199969 EACH 1085.53
G50BII
2014 / 2015 Pricing
482 NS0199970 EACH 1190.92
G50BIII
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 / 2015 Pricing
483 NS0199971 EACH 1264.70
G50CI
2014 / 2015 Pricing
484 NS0199972 EACH 1264.70
G50CII
2014 / 2015 Pricing
485 NS0199973 EACH 1475.49
G50CIII
2014 / 2015 Pricing
486 NS0199974 EACH 223.44
GT42A
2014 / 2015 Pricing
487 NS0199975 EACH 782.01
GT42B
2014 / 2015 Pricing
488 NS0199976 EACH 1675.72
GT42C
2014 / 2015 Pricing
489 NS0199977 EACH 223.44
GT42D
2014 / 2015 Pricing
490 NS0199978 EACH 558.57
GT42E
2014 / 2015 Pricing
491 NS0199979 EACH 1675.72
GT42F
2014 / 2015 Pricing
492 NS0199980 CUBIC
YARD
350.95

Contains Confidential Commercial Information

G43A

2014 / 2015 Pricing

493 NS0199981 CUBIC

YARD

210.78

G43B

2014 / 2015 Pricing

494 NS0199982 EACH 1159.31

G45A

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

2014 / 2015 Pricing

495 NS0199983 EACH 1370.09

G45B

2014 / 2015 Pricing

496 NS0199984 EACH 1897.04

G45C

2014 / 2015 Pricing

497 NS0199985 EACH 2634.79

G45D

2014 / 2015 Pricing

498 NS0199986 CUBIC

YARD

558.57

T50

2014 / 2015 Pricing

499 NS0199987 CUBIC

YARD

223.44

T53

2014 / 2015 Pricing

500 NS0199988 CUBIC

YARD

223.44

T54

2014 / 2015 Pricing

501 NS0199989 CUBIC

YARD

223.44

T55

2014 / 2015 Pricing

502 NS0199990 CUBIC

YARD

223.44

T56

2014 / 2015 Pricing

503 NS0199991 SQUARE

FOOT

7.37

T101

2014 / 2015 Pricing

504 NS0199992 SQUARE

FOOT

1.05

T102

2014 / 2015 Pricing

Contains Confidential Commercial Information

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

505 NS0199993 SQUARE

FOOT

5.59

T110

2014 / 2015 Pricing

506 NS0199994 SQUARE

FOOT

7.82

T112

2014 / 2015 Pricing

507 NS0199995 SQUARE

FOOT

6.59

T113

2014 / 2015 Pricing

508 NS0199996 SQUARE

FOOT

6.59

60

2014 / 2015 Pricing

509 NS0199997 SQUARE

FOOT

6.59

T114

2014 / 2015 Pricing

510 NS0199998 EACH 100.54

T80

2014 / 2015 Pricing

511 NS0199999 LINEAR

FOOT

6.71

T70

2014 / 2015 Pricing

512 NS0200000 LINEAR

FOOT

21.23

T70A

2014 / 2015 Pricing

513 NS0200001 LINEAR

FOOT

21.23

T70B

2014 / 2015 Pricing

514 NS0200002 EACH 424.73

GT31A

2014 / 2015 Pricing

515 NS0200003 EACH 558.57

GT31B

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

Contains Confidential Commercial Information

2014 / 2015 Pricing
516 NS0200004 EACH 1340.58
GT31C
2014 / 2015 Pricing
517 NS0200005 EACH 1452.30
GT31D
2014 / 2015 Pricing
518 NS0200006 EACH 670.29
GT31STA
2014 / 2015 Pricing
519 NS0200007 EACH 670.29
GT31STB
2014 / 2015 Pricing
520 NS0200008 EACH 1564.01
GT31STC
2014 / 2015 Pricing
521 NS0200009 EACH 1675.72
GT31STD
2014 / 2015 Pricing
522 NS0200010 EACH 558.57
GT31STAS
2014 / 2015 Pricing
523 NS0200011 EACH 558.57
GT31STBS
2014 / 2015 Pricing
524 NS0200012 EACH 1396.43
GT31STCS
2014 / 2015 Pricing
525 NS0200013 EACH 1791.65
GT31STDS
2014 / 2015 Pricing
526 NS0200014 HOUR 79.04
T301
2014 / 2015 Pricing
527 NS0200015 HOUR 28.98
T301WD
Blanket Purchase Agreement 4116089, 6
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 / 2015 Pricing
528 NS0200016 HOUR 25.30
T301D
2014 / 2015 Pricing
529 NS0200017 HOUR 79.04
T301A
2014 / 2015 Pricing
530 NS0200018 HOUR 28.98
T301AWD
2014 / 2015 Pricing
531 NS0200019 HOUR 25.30
T301AD
2014 / 2015 Pricing
532 NS0200020 HOUR 91.69
T302
2014 / 2015 Pricing
533 NS0200021 HOUR 30.57
T302WD

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2014 / 2015 Pricing

534 NS0200022 HOUR 26.35

T302D

2014 / 2015 Pricing

535 NS0200023 HOUR 124.36

T303

2014 / 2015 Pricing

536 NS0200024 HOUR 7.37

T303ND

2014 / 2015 Pricing

537 NS0200025 HOUR 29.51

T303WD

2014 / 2015 Pricing

538 NS0200026 HOUR 6.32

T303D

2014 / 2015 Pricing

539 NS0200027 HOUR 20.56

T304

2014 / 2015 Pricing

Blanket Purchase Agreement 4116089, 6

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

540 NS0200028 HOUR 118.04

T304M

2014 / 2015 Pricing

541 NS0200029 HOUR 33.72

T304MND

2014 / 2015 Pricing

542 NS0200030 HOUR 21.08

T304MWD

2014 / 2015 Pricing

543 NS0200031 HOUR 28.46

T304MD

2014 / 2015 Pricing

544 NS0200032 HOUR 153.87

T305

2014 / 2015 Pricing

545 NS0200033 HOUR 36.88

T305ND

2014 / 2015 Pricing

546 NS0200034 HOUR 69.56

T305WD

2014 / 2015 Pricing

547 NS0200035 HOUR 31.61

T305D

2014 / 2015 Pricing

548 NS0200036 HOUR 158.08

T305A

2014 / 2015 Pricing

549 NS0200037 HOUR 34.78

T305AND

2014 / 2015 Pricing

550 NS0200038 HOUR 34.78

T305AWD

2014 / 2015 Pricing

551 NS0200039 HOUR 30.57

T305AD

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2014 / 2015 Pricing

552 NS0200040 HOUR 103.28

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

T305B

2014 / 2015 Pricing

553 NS0200041 HOUR 34.78

T305BND

2014 / 2015 Pricing

554 NS0200042 HOUR 66.39

T305BWD

2014 / 2015 Pricing

555 NS0200043 HOUR 30.57

T305BD

2014 / 2015 Pricing

556 NS0200044 HOUR 63.24

T306

2014 / 2015 Pricing

557 NS0200045 HOUR 28.46

T306ND

2014 / 2015 Pricing

558 NS0200046 HOUR 79.04

T306WD

2014 / 2015 Pricing

559 NS0200047 HOUR 25.30

T306D

2014 / 2015 Pricing

560 NS0200048 EACH 837.86

T211A

2014 / 2015 Pricing

561 NS0200049 EACH 895.83

T211B

2014 / 2015 Pricing

562 NS0200050 EACH 1580.87

T215A

2014 / 2015 Pricing

563 NS0200051 EACH 1686.26

T215B

2014 / 2015 Pricing

564 NS0200052 CUBIC

YARD

526.96

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

T2

2014 / 2015 Pricing

565 NS0200053 CUBIC

YARD

790.43

T7R

2014 / 2015 Pricing

566 NS0200054 EACH 10.54

Contains Confidential Commercial Information

T33
567 NS0200055 EACH 89.59
T33A
2014 / 2015 Pricing
568 NS0200056 EACH 10.54
T33B
2014 / 2015 Pricing
569 NS0200057 EACH 10.54
T34
2014 / 2015 Pricing
570 NS0200058 CUBIC
YARD
526.96
T31
2014 / 2015 Pricing
571 NS0200059 CUBIC
YARD
526.96
T32
2014 / 2015 Pricing
572 NS0200060 CUBIC
YARD
632.35
T2AI
573 NS0200061 CUBIC
YARD
337.25
T42
2014 / 2015 Pricing
574 NS0200062 CUBIC
YARD
526.96
400
2014 / 2015 Pricing
575 NS0200063 CUBIC
YARD
632.35
401
2014 / 2015 Pricing
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
576 NS0200064 EACH 474.26
T170
2014 / 2015 Pricing
577 NS0200065 CUBIC
YARD
526.96
T30
2014 / 2015 Pricing
578 NS0200066 EACH 1159.31
GT76
2014 / 2015 Pricing
579 NS0200067 EACH 1580.87
GT77
2014 / 2015 Pricing
580 NS0200068 EACH 1053.92

Contains Confidential Commercial Information

GT78

2014 / 2015 Pricing

581 NS0200069 EACH 1580.87

GT79

2014 / 2015 Pricing

582 NS0200070 LINEAR

FOOT

368.87

GT89A

2014 / 2015 Pricing

583 NS0200071 LINEAR

FOOT

368.87

GT89B

2014 / 2015 Pricing

584 NS0200072 EACH 368.87

GT90A

2014 / 2015 Pricing

585 NS0200073 EACH 843.13

GT90B

2014 / 2015 Pricing

586 NS0200074 EACH 1264.70

GT90C

2014 / 2015 Pricing

587 NS0200075 EACH 2950.96

GT90D

Blanket Purchase Agreement 4116089, 6

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

2014 / 2015 Pricing

588 NS0200076 EACH 79.04

GT91A

2014 / 2015 Pricing

589 NS0200077 EACH 111.71

GT91B

2014 / 2015 Pricing

590 NS0200078 EACH 100.13

GT91C

2014 / 2015 Pricing

591 NS0200079 LINEAR

FOOT

79.04

GT92

2014 / 2015 Pricing

592 NS0200080 CUBIC

YARD

47.43

GT94

2014 / 2015 Pricing

593 NS0200081 EACH 2318.61

GT36B

2014 / 2015 Pricing

594 NS0200083 LINEAR

FOOT

42.16

G26AE

2014 / 2015 Pricing

Contains Confidential Commercial Information

595 NS0200084 LINEAR
FOOT

65.34

G26CE

2014 / 2015 Pricing

596 NS0183552 EACH 1.00

STIP FACTOR

597 NS1937653 11/30/2013 EACH 1.00

MISC GAS ITEM- FOR CON EDISON INTERNAL PURPOSES ONLY

598 NS0216635 EACH 1.00

XX\$1NPIXX - NON PAYABLE ITEM FOR CECONY AND O&R INTERNAL PURPOSES ONLY,

REFER TO SERVICE REQUISITION GUIDELINE REGARDING INSTRUCTIONS FOR USE

Blanket Purchase Agreement 4116089,

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Terms and Conditions

Standard Terms

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other Party to the contract with Con Edison
is referred to as the "Contractor")

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract
with Con Edison is referred to as the "Contractor")

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

Blanket Purchase Agreement 4116089,

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CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

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(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

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The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and Blanket Purchase Agreement 4116089,

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that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy

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Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract.

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Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, Blanket Purchase Agreement 4116089,

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such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4. Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

6. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7. Expenditure Limitation

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Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8.Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

Blanket Purchase Agreement 4116089,

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FOR

CONSTRUCTION CONTRACTS

July 1, 2012

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Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1. Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

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"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2. Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains

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terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B.Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C.Contractors shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, Blanket Purchase Agreement 4116089,

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including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D.Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4.Price and Payment.

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor

furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has

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fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a Blanket Purchase Agreement 4116089,

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covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be Blanket Purchase Agreement 4116089,

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read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

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F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

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G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

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other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of

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governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F.Contractors shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense

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resulting in whole or in part from such failure or neglect.

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8.Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4116089,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9.Contractor's Performance.

A.Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B.When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C.Contractor shall perform the Work in accordance with the following:

(i)All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

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(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and

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acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the

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Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit

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prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or

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the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

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C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4116089,

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Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the

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performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any

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contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16. Claims.

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A. The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be

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permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

- (a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and
- (b) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

- (a) The date the Increased Costs were incurred;
- (b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;
- (c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and
- (d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

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impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and

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show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

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had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

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B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,
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extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any
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fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and

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workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22.Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23.Inspection and Tests and Correction of Defects.

A.Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

- (i)halt the continuation of such Work; and
- (ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an

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acceptance of the non-compliance.

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25.Subcontracting.

A.Contractors shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractors shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

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completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency

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or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under

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any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4116089,

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loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4116089,

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change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the

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termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Edison and O&R shall be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to

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continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

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A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos

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Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's

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Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:
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Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, N.Y. 10003
Attention:Purchasing Department
Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison
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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison

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may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42.Ownership of Documents and Materials; Ownership of Intangible Property

A.With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B.With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

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subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the

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Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

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cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

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waiver shall be effective only with respect to the particular event to which it specifically refers.

46.Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions

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incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Blanket Purchase Agreement 4116089,

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51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither

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employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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Consolidated Edison Company of New York, Inc.- Contract for Gas-related goods or services

ATTACHMENT NO. 9

CONTRACTOR:	PCT CONTRACTING LLC
PURCHASE ORDER NO.:	4113847

BID COMPARISON:

\$18,470,957
\$21,850,424
\$20,376,680
\$23,944,892
\$21,869,161

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Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type **Blanket Purchase Agreement**

Order **4113847**

Revision **7**

PO Approved Date **01/17/2014**

Revision Date **01/16/2014**

Current Buyer **David Blaut**

Supplier: **PCT CONTRACTING LLC**

550 FRANKLIN AVE

MOUNT VERNON, NY 10550

UNITED STATES

Supplier

Contact:

FORTUNATO MICHAEL

9146622700

Key

ConEd

Contact:

David Blaut

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

9309 Net 10 N/A

Effective Start Date Effective End Date Amount Agreed (USD)

03/01/2013 02/28/2015 18,470,957.00

Notes: WESTCHESTER GAS CONSTRUCTION LIVE GAS REPAIR, REPLACEMENT, AND UPGRADES
AS REQUIRED - NORTHERN DISTRICT

Pricing will remain firm for the first year with escalation of 3.0% for the 2nd year, respectively from year one pricing.

YEAR 1 - 3/1/13 - 2/28/14

YEAR 2 - 3/1/14 - 2/28/15

The Contractor shall supply all required supervision, labor, materials (other than those supplied by Con Edison), tools, and equipment to perform gas service installations, replace leaking services, install new plastic gas mains, and various maintenance and inspection work on the Westchester Gas Distribution System. This is a two year term order commencing on or about March 1, 2013 and ending on February 28, 2015.

All work shall be performed in accordance with the terms, conditions, procedures, and specifications as detailed with the bid event 41002,1 and accepted by the contractor, without exception, by signature on November 12, 2012 and as listed here by reference.

-Con Edison Codes for Municipalities by Zip Code.

-Trenching Manual dated July 8, 2011 - Rev. 0

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- Gas Turn Key Contract Special Conditions dated 10/14/11.
- Contractor Usage Sheet (SAMPLE)
- Con Edison Special Requirements for Material Control and Management dated 4/8/11.
- Items Not In Trenching Manual (NITM) dated 12/5/11.
- Trenching Manual dated November 2009 Rev. 7
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- Westchester Construction Management Special Conditions dated 1/20/12.
- Map Showing Municipal Boundaries of Westchester.
- Con Edison Standard Terms and Conditions for Construction Contracts date July 1, 2012 (with no exceptions taken).
- Appendix A.
- Con Edison Gift Policy.
- Special Conditions of Purchase - Indefinite Quantity Contract dated 07/01/12.
- PCT Signed Offer and Compliance forms date 11/13/12.
- PCT completed disclosure form dated 10/25/12. (any changes of the status of this disclosure statement over the life of the contract must be reported to Con Edison Purchasing immediately).

The Con Edison Contact will be; Dave Miles at 914-789-6754 or e-mail milesd@coned.com
The PCT Contracting Contact will be; Richard Persico at 914-662-2700 or e-mail pctllc@yahoo.com

Off hour Compensation adder:

Reimbursement for work completed shall be in accordance with the unit off hour work factors and unit pricing delineated below.

Off hour work factors are for the term of this agreement. They are:

- 1) Weeknights will be at a 1.12 factor.
- 2) Saturdays will be at a 1.16 factor.
- 3) Sundays / Holidays will be at a 1.32 factor.

All off hour work requires pre-approval by the Con Edison representative.

REVISION 4 - ADDED LINES 201-220 PER Westchester Gas Operations REQUEST. NO OTHER CHANGES MADE TO BPA.
REVISION 1 - CHANGED PAYMENT TERMS FROM NET 30 TO NET 10. NO OTHER CHANGES MADE TO BPA.
REVISION 2 - CHANGED BUYER FROM B. VAN SLYK TO S. STEPHENS. NO OTHER CHANGES MADE TO BPA.
REVISION 3 - CHANGED BUYER FROM S. STEPHENS TO D. BLAUT. NO OTHER CHANGES MADE TO BPA.
REVISION 5 - ADD LINES 221-312 PER Westchester Gas Operations REQUEST. NO OTHER CHANGES MADE TO REVISION 5.
REVISION 7 – CREATED LINES 313-348 TO REPLACE EXISTING LINES IN THE BPA DUE TO INCORRECT UNIT ITEM NUMBERS PROVIDED BY GAS OPERATIONS. THE UNIT ITEM DESCRIPTIONS WERE CORRECT. ALL PRICING REMAINS UNCHANGED. NO OTHER CHANGES WERE MADE TO REVISION 7.
REVISION 6 - INTERNAL CHANGE MADE TO BPA. NO OTHER CHANGES MADE TO REVISION 6.

Reference Documents: Westchester MUNI2.pdf
Gas Trenching Manual approved 7-8-11.pdf
Westchester Area Contract - Spec Cond 1-20-12[1][1].docx
Trenching Manual - Revision 7[1][1].doc
CECONY Gas Districts by Municipal Code.pdf
Special Conditions Westchester Gas TK 10-14-11[1].docx
N I T M for Con Ed Dec 5 2011[1].docx
Contractor Usage Sheets.pdf
PCT offer disclosure compliance for Nov 2013.JPG
Con Edison Special Requirements for Material Control and Management dated 4 8 11.docx

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All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

1 NS0169233 EACH 3100.00

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

GT-18A - 2IN-4INCUTOUTTIEIN

2 NS0169236 EACH 4000.00

GT-18BS - 6IN-8INCUTOUTTIEIN

3 NS0168500 EACH 2500.00

G-19A - 2IN-4INMAINEXTEN

4 NS0168502 EACH 2700.00

G-19B - 6IN-8INMAINEXTEN

5 NS0168509 LINEAR

FOOT

77.03

G-1AI - 1.25CTS-2IPS,<50FT

6 NS0168515 LINEAR

FOOT

67.91

G-1AI3 - 1.25CTS-2IPS,>65FT

7 NS0168521 LINEAR

FOOT

77.03

G-1AIS3 - 1.25ST-2ST,<65FT

8 NS0168524 LINEAR

FOOT

85.00

G-1BI3 - 3IPS-4IPS,<65FT

9 NS0168527 LINEAR

FOOT

65.00

G-1BII3 - 3IPS-4IPS,>65FT

10 NS0168533 LINEAR

FOOT

80.00

G-1BIS3 - 3ST-4ST,<65FT

11 NS0168536 LINEAR

FOOT

100.00

G-1CI3 - 6IPS-8IPS,<65FT

12 NS0168542 LINEAR

FOOT

110.00

G-1CHS3 - 6ST-8ST,>65FT

13 NS0168548 LINEAR

FOOT

115.00

G-1DI3 - 10IPS-12IPS,<65FT

14 NS0168616 EACH 420.00

G-23A - 2-4IN CLAMP

15 NS0168617 EACH 580.00

G-23B - 6-8IN CLAMP

16 NS0168627 LINEAR

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FOOT

70.00

G-26AA - UP TO 4IN

17 NS0168629 LINEAR

FOOT

35.00

G-26AE - UP TO 4IN

18 NS0168630 LINEAR

FOOT

50.00

G-26AS - UP TO 4IN

19 NS0168636 LINEAR

FOOT

63.00

G-26BS - 6IN-8IN

20 NS0168637 LINEAR

FOOT

75.00

G-26BWK - 6IN-8IN

21 NS0168660 LINEAR

FOOT

22.00

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

G-27A - 2IN-4IN

22 NS0168670 LINEAR

FOOT

45.00

G-29A - 1.25IN MAIN INSERT

23 NS0168684 LINEAR

FOOT

84.13

G-2AI3 - 1CTS-2IPS,<65FT

24 NS0168687 LINEAR

FOOT

64.87

G-2AII3 - 1CTS-2IPS,>65FT

25 NS0168690 LINEAR

FOOT

87.16

G-2BI3 - 3IPS-4IPS,<65FT

26 NS0168693 LINEAR

FOOT

70.00

G-2BII3 - 3IPS-4IPS,>65FT

27 NS0169437 EACH 500.00

GT-31A - 2IN+<SERVXFER

28 NS0169461 EACH 400.00

GT-37A - BOPAW/SERVICE

29 NS0168781 EACH 2150.00

G-3AI3 - 1CTS-1.25CTS,<65FT

30 NS0168784 EACH 2300.00

G-3AII3 - 1CTS-1.25CTS,>65FT

31 NS0169519 EACH 336.51

GT-41A - GME500W/SERVICE

32 NS0169520 EACH 580.00

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GT-41B - GME500STANDALONE
33 NS0169521 EACH 220.96
GT-42A - OFFSET-UPTO4IN
34 NS0169522 EACH 774.37
GT-42B - OFFSET-6IN-8IN
35 NS0168852 CYLIND
ER

317.25
G-43A - EXCAVRD WYNONPROT
36 NS0168853 CYLIND
ER

180.41
G-43B - EXCAVINEARTH
37 NS0168865 EACH 2200.00
G-4AI3 - 0.5CTS,<65FT
38 NS0168868 EACH 2400.00
G-4AII3 - 0.5CTS,>65FT
39 NS0168874 EACH 2690.00
G-4BII3 - 1CTS-1.25IPS,>65FT
40 NS0168946 EACH 1635.00
G-50AI - LEAKRPRASPH2-4
41 NS0168948 EACH 1725.00
G-50AII - LEAKRPRASPH6-8
42 NS0168950 EACH 2030.00
G-50AIII - LEAKRPRASPH10-12
43 NS0168978 EACH 850.00
G-5BI3 - 2IPS,<65FT
44 NS0169062 EACH 663.89
G-7A - CURBVALVE/REST
45 NS0169063 EACH 553.40

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

G-7B - CURBVALVENOREST
46 NS0169734 EACH 780.00
GT-9A - 0.5CTS-2IPS
47 NS0170601 SQUARE
FOOT
10.00

T101 - SOLID SHEETING
48 NS0170602 SQUARE
FOOT
1.01

T102 - PLYWOOD SHEETING
49 NS0170609 SQUARE
FOOT
.45

T110 - VEHICULAR PLATES
50 NS0170611 SQUARE
FOOT
10.00

T112 - STRAPWELDED PLATES
51 NS0171123 CYLIND
ER
240.00

T31 - BINDER BASE
52 NS0171135 LINEAR

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FOOT
5.00
T33 - SAWCUT CONCRETE
53 NS0171303 CYLIND
ER
500.00
T50 - ROCK
54 NS0168485 EACH 882.00
G-16A - UPTO2IPS
55 NS0168486 EACH 927.00
G-16B - 3IPS-4IPS
56 NS0171317 CYLIND
ER
265.00
T55 - CARTROLLEYTRACKS
57 NS0122059 N/A HOUR 70.95
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T301
58 NS0122058 N/A HOUR 161.16
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T300
59 NS0122060 N/A HOUR 88.18
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T302
60 NS0122061 N/A HOUR 118.58
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T303
61 NS0122062 N/A HOUR 20.27
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T304
62 NS0122063 N/A HOUR 112.51
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T304M
63 NS0122064 N/A HOUR 146.97
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T305
64 NS0122065 N/A HOUR 60.81
GAS TURNKEY SERVICE INSTALLATION AND MAINTENANCE IN WESTCHESTER T306
65 NS0171066 HOUR 24.33
T301D - LAB/DRILLRNROTDIFF
66 NS0171070 HOUR 27.36
T301X - LABORERDRILLRNWKND
67 NS0171072 HOUR 25.34
T302D - LABFOREMW/TRK OTDIFF
68 NS0171076 HOUR 28.38
T302X - LABFOREMW/TRUCKWKND
Blanket Purchase Agreement 4113847, 7
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Line Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
69 NS0171079 HOUR 6.76
T303ND - TEAM,W/DMPTRKNGTDIFF
70 NS0171078 HOUR 20.27
T303D - TEAM,W/DMPTRKOTDIFF
71 NS0171083 HOUR 27.36
T303X - TEAMSTERW/DMPTRKWKND
72 NS0171088 HOUR 31.42
T304MND - T304W/NIGHTDIFF
73 NS0171087 HOUR 27.36
T304MD - T304W/OTDIFF
74 NS0171094 HOUR 20.27
T304X - COMP/JACKHANNERWKND
75 NS0171107 HOUR 35.48
T305ND - T305 W/NGT DIFF
76 NS0171106 HOUR 29.39

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T305D - T305 W/OT DIFF
77 NS0171112 HOUR 65.89
T305X - OPENGRW/BACKHOEWKND
78 NS0171096 HOUR 152.03
T305A - OPERENGRWELDER
79 NS0171099 HOUR 32.44
T305AND - T305AW/NGTDIFF
80 NS0171097 HOUR 28.38
T305AD - T305AW/OT DIFF
81 NS0171100 HOUR 33.45
T305AX - OPERENGRWELDERWKND
82 NS0171101 HOUR 98.31
T305B - OPERENGRMAINTMAN
83 NS0171104 HOUR 32.44
T305BND - T305BW/NGTDIFF
84 NS0171102 HOUR 28.38
T305BD - T305BW/OT DIFF
85 NS0171105 HOUR 62.84
T305BX - OPENGRMAINTMANWKND
86 NS0171115 HOUR 27.36
T306ND - T306W/NGT DIFF
87 NS0171114 HOUR 24.13
T306D - T306W/OT DIFF
88 NS0171119 HOUR 76.02
T306X - TIMBMN/TOOL/TRANWKND
89 NS0199563 EACH 670.00
GT31STA - SERVICE TRANSFER W/EXCAVATION (ST) 2" OR LESS
90 NS0199564 EACH 386.17
GT8AC 2"– 4" Cut out-Cast Iron
91 NS0199565 EACH 490.00
N-I-T-M - CORROSION TEST STATIONS - LOCATE / TEST EACH
92 NS0199566 EACH 1014.00
N-I-T-M - CORROSION TEST STATIONS – INSTALL/ REGRADE/ TEST EACH
CONCRETE/ASPHALT
93 NS0199567 EACH 152.03
N-I-T-M - INSTALL TEST STATION IN EARTH.
94 NS0199568 EACH 1115.00
N-I-T- M - LOCATE & REGRADE CURB VALVE IN CONCRETE/ASPHALT.
95 NS0199569 EACH 608.14
Blanket Purchase Agreement 4113847, 7
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
N-I-T-M - WELD 1" – 2" TAPPING TEE ON MAIN.
96 NS0199570 EACH 600.00
N-I-T-M - WELD 1" – 2" SAVE -A-VALVES
97 NS0199571 EACH 610.00
N-I-T-M - WELD 2" - 4" HALF STOPS
98 NS0199572 EACH 1015.00
N-I-T-M - WELD 6" – 8" CONTROL FITTINGS
99 NS0199573 EACH 101.41
N-I-T-M - LOCATE & REGRADE CURB VALVE IN EARTH
100 NS0199574 EACH 255.00
N-I-T-M - LOCATE & REGRADE & INSPECT MAIN VALVE IN CONCRETE/ASPHALT
101 NS0199579 EACH 3193.00

Contains Confidential Commercial Information

GT18A
2014 rate
102 NS0199580 EACH 4120.00
GT18BS
2014 rate
103 NS0199581 EACH 2575.00
G19A
2014 rate
104 NS0199582 EACH 2781.00
G19B
2014 rate
105 NS0199583 01/17/2014 LINEAR
FOOT
79.34
G1AI
2014 rate
106 NS0199584 01/17/2014 LINEAR
FOOT
69.95
G1AII
2014 rate
107 NS0199585 01/17/2014 LINEAR
FOOT
79.34
G1AIS
2014 rate
108 NS0199586 01/17/2014 LINEAR
FOOT
87.55
G1BI
2014 rate
109 NS0199587 01/17/2014 LINEAR
FOOT
66.95
G1BII
Blanket Purchase Agreement 4113847, 7
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 rate
110 NS0199588 01/17/2014 LINEAR
FOOT
82.40
G1BIS
2014 rate
111 NS0199589 01/17/2014 LINEAR
FOOT
103.00
G1CI
2014 rate
112 NS0199590 01/17/2014 LINEAR
FOOT
113.30
G1CIIS
2014 rate
113 NS0199591 01/17/2014 LINEAR
FOOT
118.45

Contains Confidential Commercial Information

G1DI
2014 rate
114 NS0199592 EACH 432.60
G23A
2014 rate
115 NS0199593 EACH 597.40
G23B
2014 rate
116 NS0199594 LINEAR
FOOT
72.10
G26AA
2014 rate
117 NS0199595 LINEAR
FOOT
36.05
G26AE
2014 rate
118 NS0199596 LINEAR
FOOT
51.50
G26AS
2014 rate
119 NS0199597 LINEAR
FOOT
64.89
G26BS
Blanket Purchase Agreement 4113847, 7
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
2014 rate
120 NS0199598 LINEAR
FOOT
77.25
G26BWK
2014 rate
121 NS0199599 LINEAR
FOOT
22.66
G27A
2014 rate
122 NS0199600 LINEAR
FOOT
46.35
G29A
2014 rate
123 NS0199601 01/17/2014 LINEAR
FOOT
86.65
G2AI
2014 rate
124 NS0199602 01/17/2014 LINEAR
FOOT
66.82
G2AII
2014 rate
125 NS0199603 01/17/2014 LINEAR

Contains Confidential Commercial Information

FOOT

89.77

G2BI

2014 rate

126 NS0199604 01/17/2014 LINEAR

FOOT

72.10

G2BII

2014 rate

127 NS0199605 EACH 515.00

GT31A

2014 rate

128 NS0199606 EACH 690.10

GT31STA

2014 rate

129 NS0199607 EACH 412.00

GT37A

2014 rate

130 NS0199608 01/17/2014 EACH 2214.50

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

G3AI

2014 rate

131 NS0199609 01/17/2014 EACH 2369.00

G3AII

2014 rate

132 NS0199610 EACH 346.61

GT41A

2014 rate

133 NS0199611 EACH 597.40

GT41B

2014 rate

134 NS0199612 EACH 227.59

GT42A

2014 rate

135 NS0199613 EACH 797.60

GT42B

2014 rate

136 NS0199614 CUBIC

YARD

326.77

G43A

2014 rate

137 NS0199615 CUBIC

YARD

185.82

G43B

2014 rate

138 NS0199616 01/17/2014 EACH 2266.00

G4AI

2014 rate

139 NS0199617 01/17/2014 EACH 2472.00

G4AII

2014 rate

140 NS0199618 01/17/2014 EACH 2770.70

G4BII

Contains Confidential Commercial Information

2014 rate

141 NS0199619 EACH 1684.05

G50AI

2014 rate

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

142 NS0199620 EACH 1776.75

G50AII

2014 rate

143 NS0199621 EACH 2090.90

G50AIII

2014 rate

144 NS0199622 01/17/2014 EACH 875.50

G5BI

2014 rate

145 NS0199623 EACH 683.81

G7A

2014 rate

146 NS0199624 EACH 570.00

G7B

2014 rate

147 NS0199625 EACH 397.76

GT8AC

2014 rate

148 NS0199627 SQUARE

FOOT

10.30

T101

2014 rate

149 NS0199628 SQUARE

FOOT

1.04

T102

2014 rate

150 NS0199629 SQUARE

FOOT

.46

T110

2014 rate

151 NS0199630 SQUARE

FOOT

10.30

T112

2014 rate

152 NS0199631 CUBIC

YARD

247.20

T31

2014 rate

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

153 NS0199632 LINEAR

Contains Confidential Commercial Information

FOOT

5.15

T33

2014 rate

154 NS0199633 CUBIC

YARD

515.00

T50

2014 rate

155 NS0199634 EACH 908.46

G16A

2014 rate

156 NS0199635 EACH 954.81

G16B

2014 rate

157 NS0199636 CUBIC

YARD

272.95

T55

2014 rate

158 NS0199637 01/17/2014 EACH 504.70

N-I-TM

2014 rate

159 NS0199638 01/17/2014 EACH 1044.42

N-I-TM

2014 rate

160 NS0199639 01/17/2014 EACH 156.59

N-I-TM

2014 rate

161 NS0199640 01/17/2014 EACH 1148.45

N-I-TM

2014 rate

162 NS0199641 01/17/2014 EACH 626.38

N-I-TM

2014 rate

163 NS0199642 01/17/2014 EACH 618.00

N-I-TM

2014 rate

164 NS0199643 01/17/2014 EACH 628.30

N-I-TM

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

2014 rate

165 NS0199644 01/17/2014 EACH 1045.45

N-I-TM

2014 rate

166 NS0199645 01/17/2014 EACH 104.45

N-I-TM

2014 rate

167 NS0199646 01/17/2014 EACH 262.65

N-I-TM

2014 rate

168 NS0199647 HOUR 73.08

T301

2014 rate

169 NS0199648 HOUR 165.99

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T300

2014 rate

170 NS0199649 HOUR 25.06

T301D

2014 rate

171 NS0199650 HOUR 28.18

T301X

2014 rate

172 NS0199651 HOUR 90.83

T302

2014 rate

173 NS0199652 HOUR 26.10

T302D

2014 rate

174 NS0199653 HOUR 29.23

T302X

2014 rate

175 NS0199654 HOUR 122.14

T303

2014 rate

176 NS0199655 HOUR 6.96

T303ND

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

2014 rate

177 NS0199666 HOUR 67.87

T305X

2014 rate

178 NS0199667 HOUR 156.59

T305A

2014 rate

179 NS0199668 HOUR 33.41

T305AND

2014 rate

180 NS0199669 HOUR 29.23

T305AD

2014 rate

181 NS0199670 HOUR 34.45

T305AX

2014 rate

182 NS0199671 HOUR 101.26

T305B

2014 rate

183 NS0199672 HOUR 33.41

T305BND

2014 rate

184 NS0199673 HOUR 29.23

T305BD

2014 rate

185 NS0199674 HOUR 64.73

T305BX

2014 rate

186 NS0199675 HOUR 62.63

T306

2014 rate

187 NS0199676 HOUR 28.18

Contains Confidential Commercial Information

T306ND

2014 rate

188 NS0199677 HOUR 24.85

T306D

2014 rate

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

189 NS0199678 HOUR 78.30

T306X

2014 rate

190 NS0199626 EACH 803.40

GT9A

2014 rate

191 NS0199656 HOUR 20.88

T303D

2014 rate

192 NS0199657 HOUR 28.18

T303X

2014 rate

193 NS0199658 HOUR 20.88

T304

2014 rate

194 NS0199659 HOUR 115.89

T304M

2014 rate

195 NS0199660 HOUR 32.36

T304MND

2014 rate

196 NS0199661 HOUR 28.18

T304MD

2014 rate

197 NS0199662 HOUR 20.88

T304X

2014 rate

198 NS0199663 HOUR 151.38

T305

2014 rate

199 NS0199664 HOUR 36.54

T305ND

2014 rate

200 NS0199665 HOUR 30.27

T305D

2014 rate

201 NS0209431 EACH 800.00

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

T211 - MOBILIZATION – SAME DAY – YEAR 1

202 NS0209432 EACH 1080.00

G49 – PINPOINT – YEAR 1

203 NS0209433 HOUR 172.00

T309 - MAINTENANCE MAN AND TRUCK – YEAR 1

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204 NS0209434 EACH 824.00
T211 - MOBILIZATION – SAME DAY – YEAR 2
205 NS0209435 EACH 1112.40
G49 – PINPOINT – YEAR 2
206 NS0209436 HOUR 177.16
T309 - MAINTENANCE MAN AND TRUCK – YEAR 2
207 NS0202311 EACH 1650.00
G50BI - EARTH 2"-4" - YEAR 1
208 NS0202312 EACH 1760.00
G50BII - EARTH 6"-8" - YEAR 1
209 NS0202314 EACH 2250.00
G50CI - CONCRETE 2"-4" - YEAR 1
210 NS0202315 EACH 2320.00
G50CII - CONCRETE 6"-8" - YEAR 1
211 NS0202220 LINEAR
FOOT
40.00
G20 - ADD. PIPE WORK - YEAR 1
212 NS0202149 01/17/2014 EACH 2500.00
G4BI - INSERT 1"-1.25", < 50' - YEAR 1
213 NS0202207 EACH 1000.00
GT9B - 3" - 4" - YEAR 1
214 NS0202680 EACH 1699.50
G50BI - EARTH 2"-4" - YEAR 2
215 NS0202681 EACH 1812.80
G50BII - EARTH 6"-8" - YEAR 2
216 NS0202683 EACH 2317.50
G50CI - CONCRETE 2"-4" - YEAR 2
217 NS0202684 EACH 2389.60
G50CII - CONCRETE 6"-8" - YEAR 2
218 NS0202589 LINEAR
FOOT
41.20
G20 - ADD. PIPE WORK - YEAR 2
219 NS0202518 01/17/2014 EACH 2575.00
G4BI - INSERT 1"-1.25", < 50' - YEAR 2
220 NS0202576 EACH 1030.00
GT9B - 3" - 4" - YEAR 2
221 NS0200748 EACH 800.00
G1JI - 1.25" - 2" =<20' - YEAR 1
222 NS0200749 EACH 880.00
G1KI - 3" - 4" =<20' - YEAR 1
223 NS0218582 LINEAR
FOOT
90.00
G2CI - INSTALL 6"-8", <50' – YEAR 1
224 NS0218583 LINEAR
FOOT
90.00
G2CII - INSTALL 6"-8", >50' – YEAR 1
225 NS0221788 EACH 900.00
G2JI - DB PARTIAL SERVICE - HP INCL EXC. 1" TO 2" < 20 FT. - YEAR 1
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount

Contains Confidential Commercial Information

(USD)

226 NS0221789 EACH 900.00

G2KI - DB PARTIAL SERVICE - HP INCL EXC. 3" TO 4" < 20 FT. - YEAR 1

227 NS0200756 EACH 2150.00

G3BI - INSERT 2", < 50' - YEAR 1

228 NS0200757 EACH 2250.00

G3BII - INSERT 2", > 50' - YEAR 1

229 NS0200776 EACH 825.00

G3JI - 1" - 1.25" =<20' - YEAR 1

230 NS0200777 EACH 915.00

G3KI - 2" =<20' - YEAR 1

231 NS0200781 EACH 1800.00

G4BI - INSERT 1"-1.25", < 50' - YEAR 1

232 NS0200783 EACH 1800.00

G4CI - INSERT 2", <50' - YEAR 1

233 NS0200784 EACH 1900.00

G4CII - INSERT 2", >50' - YEAR 1

234 NS0200791 EACH 900.00

G4JI - .5" =<20' - YEAR 1

235 NS0200792 EACH 900.00

G4KI - 1" - 1.25" =<20' - YEAR 1

236 NS0200827 EACH 250.00

GT8BC - 6"-8" CI - YEAR 1

237 NS0200830 EACH 230.00

GT8AS - 2"-4" - YEAR 1

238 NS0200831 EACH 350.00

GT8BS - 6"-8" - YEAR 1

239 NS0200845 EACH 100.00

G14 - INSTALL STEEL BUMPER - YEAR 1

240 NS0200853 EACH 200.00

G20A - RELOCATE METER SET - YEAR 1

241 NS0200915 EACH 3800.00

GT18B - 6" - 8" - YEAR 1

242 NS0200917 EACH 5900.00

GT18AS - 2" - 4" - YEAR 1

243 NS0200867 LINEAR

FOOT

92.00

G26CS - 10" - 12" - YEAR 1

244 NS0200859 LINEAR

FOOT

65.00

G26A - UP TO 4" - YEAR 1

245 NS0200860 LINEAR

FOOT

87.00

G26B - 6" - 8" - YEAR 1

246 NS0200875 LINEAR

FOOT

70.00

G26AC - UP TO 4" - YEAR 1

247 NS0200876 LINEAR

FOOT

76.00

G26BC - 6" - 8" - YEAR 1

248 NS0200882 LINEAR

FOOT

70.00

Contains Confidential Commercial Information

G26BA - 6" - 8" - YEAR 1

249 NS0200887 LINEAR

FOOT

85.00

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

G26AWK - UP TO 4" - YEAR 1

250 NS0200891 LINEAR

FOOT

62.00

G26BE - 6" - 8" - YEAR 1

251 NS0200893 LINEAR

FOOT

22.00

G27AA - UP TO 2" - YEAR 1

252 NS0200901 LINEAR

FOOT

52.00

G29B - 2" NON- PROTECTED - YEAR 1

253 NS0200902 LINEAR

FOOT

60.00

G29C - 3" NON-PROTECTED - YEAR 1

254 NS0200903 LINEAR

FOOT

60.00

G29D - 4" NON- PROTECTED - YEAR 1

255 NS0202351 EACH 570.00

GT31B - 3" - 4" - YEAR 1

256 NS0217272 EACH 840.00

GT31BS - 3" - 4" - YEAR 1

257 NS0221790 EACH 704.00

G31STB - SERVICE TRANSFER INCL. EXCAV. 3" TO 4" PE – YEAR 1

258 NS0202432 EACH 100.00

GT91A - FUSES UP TO 4" - YEAR 1

259 NS0202433 EACH 130.00

GT91B - FUSES 6"-8" - YEAR 1

260 NS0219045 EACH 1200.00

G48 TEMP REPAIR/LEAKING PIPE FITTING - CORROSION WORK IN EARTH - STRAIGHT TIME
- YEAR 1

261 NS0216314 CUBIC

YARD

115.00

T93 - K-CRETE - YEAR 1

262 NS0216320 CUBIC

YARD

30.00

T94 - ITEM 4 - YEAR 1

263 NS0202207 EACH 915.00

GT9B - 3" - 4" - YEAR 1

264 NS0221791 EACH 345.00

GT10A - CUT AND CAP .5 CTS - 2 IPS – YEAR 1

265 NS0221792 EACH 410.00

GT10B - CUT AND CAP 3 IPS - 4 IPS – YEAR 1

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266 NS0200895 LINEAR

FOOT

33.00

G27B - 6" - 8" - YEAR 1

267 NS0202485 EACH 824.00

G1JI - 1.25" - 2" =<20' - YEAR 2

268 NS0202486 EACH 906.40

G1KI - 3" - 4" =<20' - YEAR 2

269 NS0218585 01/17/2014 LINEAR

FOOT

92.70

G2CI - INSTALL 6"-8", <50' - YEAR 2

270 NS0218586 01/17/2014 LINEAR

FOOT

92.70

G2CII - INSTALL 6"-8", >50' - YEAR 2

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

271 NS0221793 EACH 927.00

G2JI - DB PARTIAL SERVICE - HP INCL EXC. 1" TO 2" < 20 FT. - YEAR 2

272 NS0221794 EACH 927.00

G2KI - DB PARTIAL SERVICE - HP INCL EXC. 3" TO 4" < 20 FT. - YEAR 2

273 NS0200762 01/17/2014 EACH 2214.50

G3BI - INSERT 2", < 50' - YEAR 1

274 NS0200763 01/17/2014 EACH 2317.50

G3BII - INSERT 2", > 50' - YEAR 1

275 NS0202513 EACH 849.75

G3JI - 1" - 1.25" =<20' - YEAR 2

276 NS0202514 EACH 942.45

G3KI - 2" =<20' - YEAR 2

277 NS0202518 01/17/2014 EACH 1854.00

G4BI - INSERT 1"-1.25", < 50' - YEAR 2

278 NS0202520 01/17/2014 EACH 1854.00

G4CI - INSERT 2", <50' - YEAR 2

279 NS0202521 01/17/2014 EACH 1957.00

G4CII - INSERT 2", >50' - YEAR 2

280 NS0202528 EACH 927.00

G4JI - .5" =<20' - YEAR 2

281 NS0202529 EACH 927.00

G4KI - 1" - 1.25" =<20' - YEAR 2

282 NS0202564 EACH 257.50

GT8BC - 6"-8" CI - YEAR 2

283 NS0202567 EACH 236.90

GT8AS - 2"-4" - YEAR 2

284 NS0202568 EACH 360.50

GT8BS - 6"-8" - YEAR 2

285 NS0202582 EACH 103.00

G14 - INSTALL STEEL BUMPER - YEAR 2

286 NS0202590 EACH 206.00

G20A - RELOCATE METER SET - YEAR 2

287 NS0202652 EACH 3914.00

GT18B - 6" - 8" - YEAR 2

288 NS0202654 EACH 6077.00

GT18AS - 2" - 4" - YEAR 2

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289 NS0202604 LINEAR

FOOT

94.76

G26CS - 10" - 12" - YEAR 2

290 NS0202596 LINEAR

FOOT

66.95

G26A - UP TO 4" - YEAR 2

291 NS0202597 LINEAR

FOOT

89.61

G26B - 6" - 8" - YEAR 2

292 NS0202612 LINEAR

FOOT

72.10

G26AC - UP TO 4" - YEAR 2

293 NS0202613 LINEAR

FOOT

78.28

G26BC - 6" - 8" - YEAR 2

294 NS0202619 LINEAR

FOOT

72.10

G26BA - 6" - 8" - YEAR 2

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

295 NS0202624 LINEAR

FOOT

87.55

G26AWK - UP TO 4" - YEAR 2

296 NS0202628 LINEAR

FOOT

63.86

G26BE - 6" - 8" - YEAR 2

297 NS0202630 LINEAR

FOOT

22.66

G27AA - UP TO 2" - YEAR 2

298 NS0202638 LINEAR

FOOT

53.56

G29B - 2" NON- PROTECTED - YEAR 2

299 NS0202639 LINEAR

FOOT

61.80

G29C - 3" NON-PROTECTED - YEAR 2

300 NS0202640 LINEAR

FOOT

61.80

G29D - 4" NON- PROTECTED - YEAR 2

301 NS0202720 EACH 587.10

GT31B - 3" - 4" - YEAR 2

302 NS0217332 EACH 865.20

GT31BS - 3" - 4" - YEAR 2

303 NS0221795 EACH 725.12

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G31STB - SERVICE TRANSFER INCL. EXCAV. 3" TO 4" PE – YEAR 2

304 NS0202801 EACH 103.00

GT91A - FUSES UP TO 4" - YEAR 2

305 NS0202802 EACH 133.90

GT91B - FUSES 6"-8" - YEAR 2

306 NS0219540 EACH 1236.00

G48 TEMP REPAIR/LEAKING PIPE FITTING - CORROSION WORK IN EARTH - STRAIGHT TIME
- YEAR 2

307 NS0216435 CUBIC

YARD

118.45

T93 - K-CRETE - YEAR 2

308 NS0216441 CUBIC

YARD

30.90

T94 - ITEM 4 - YEAR 2

309 NS0202576 EACH 942.45

GT9B - 3" - 4" - YEAR 2

310 NS0221796 EACH 355.35

GT10A - CUT AND CAP .5 CTS - 2 IPS – YEAR 2

311 NS0221797 EACH 422.30

GT10B - CUT AND CAP 3 IPS - 4 IPS – YEAR 2

312 NS0202632 LINEAR

FOOT

33.99

G27B - 6" - 8" - YEAR 2

313 NS0224344 LINEAR

FOOT

79.34

G1AI - 1.25CTS-2IPS,<65FT - YEAR 2

314 NS0224345 LINEAR

FOOT

69.95

G1AII3 - 1.25CTS-2IPS,>65FT - YEAR 2

315 NS0224346 LINEAR

FOOT

79.34

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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

G1AIS3 - 1.25ST-2ST,<65FT - YEAR 2

316 NS0224347 LINEAR

FOOT

87.55

G1BI3 - 3IPS-4IPS,<65FT - YEAR 2

317 NS0224348 LINEAR

FOOT

66.95

G1BII3 - 3IPS-4IPS,>65FT - YEAR 2

318 NS0224349 LINEAR

FOOT

82.40

G1BIS3 - 3ST-4ST,<65FT - YEAR 2

319 NS0224350 LINEAR

FOOT

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103.00
G1CI3 - 6IPS-8IPS,<65FT - YEAR 2
320 NS0224351 LINEAR
FOOT
113.30
G1CIIS3 - 6ST-8ST,>65FT - YEAR 2
321 NS0224352 LINEAR
FOOT
118.45
G1DI3 - 10IPS-12IPS,<65FT - YEAR 2
322 NS0224353 LINEAR
FOOT
86.65
G2AI3 - 1CTS-2IPS,<65FT - YEAR 2
323 NS0224354 LINEAR
FOOT
66.82
G2AII3 - 1CTS-2IPS,>65FT - YEAR 2
324 NS0224355 LINEAR
FOOT
89.77
G2BI3 - 3IPS-4IPS,<65FT - YEAR 2
325 NS0224356 LINEAR
FOOT
72.10
G2BII3 - 3IPS-4IPS,>65FT - YEAR 2
326 NS0224357 EACH 2214.50
G3AI3 - 1CTS-1.25CTS,<65FT - YEAR 2
327 NS0224358 EACH 2369.00
G3AII3 - 1CTS-1.25CTS,>65FT - YEAR 2
328 NS0224359 EACH 2266.00
G4AI3 - 0.5CTS,<65FT - YEAR 2
329 NS0224360 EACH 2472.00
G4AII3 - 0.5CTS,>65FT - YEAR 2
330 NS0224361 EACH 2770.70
G4BII3 - 1CTS-1.25IPS,>65FT - YEAR 2
331 NS0224362 EACH 875.50
G5BI3 - 2IPS,<65FT - YEAR 2
332 NS0224363 EACH 504.70
N-I-T-M - CORROSION TEST STATIONS - LOCATE / TEST EACH - YEAR 2
333 NS0224364 EACH 1044.42
N-I-T-M - CORROSION TEST STATIONS – INSTALL/ REGRADE/ TEST EACH
CONCRETE/ASPHALT - YEAR 2
334 NS0224365 EACH 156.59
N-I-T-M - INSTALL TEST STATION IN EARTH - YEAR 2
335 NS0224366 EACH 1148.45
N-I-T- M - LOCATE & REGRADE CURB VALVE IN CONCRETE/ASPHALT - YEAR 2
336 NS0224367 EACH 626.38
N-I-T-M - WELD 1" – 2" TAPPING TEE ON MAIN - YEAR 2
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Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
337 NS0224368 EACH 618.00
N-I-T-M - WELD 1" – 2" SAVE -A-VALVES - YEAR 2
338 NS0224369 EACH 628.30

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N-I-T-M - WELD 2" - 4" HALF STOPS - YEAR 2

339 NS0224370 EACH 1045.45

N-I-T-M - WELD 6" – 8" CONTROL FITTINGS - YEAR 2

340 NS0224371 EACH 104.45

N-I-T-M - LOCATE & REGRADE CURB VALVE IN EARTH - YEAR 2

341 NS0224372 EACH 262.65

N-I-T-M - LOCATE & REGRADE & INSPECT MAIN VALVE IN CONCRETE/ASPHALT - YEAR 1

342 NS0224382 LINEAR

FOOT

92.70

G2CI3 - INSTALL 6"-8", <65' – YEAR 2

343 NS0224383 LINEAR

FOOT

92.70

G2CII3 - INSTALL 6"-8", >65' – YEAR 2

344 NS0224384 EACH 2214.50

G3BI3- INSERT 2", < 65' - YEAR 2

345 NS0224385 EACH 2317.50

G3BII3 - INSERT 2", > 65' - YEAR 2

346 NS0224386 EACH 1854.00

G4BI3 - INSERT 1"-1.25", < 65' - YEAR 2

347 NS0224387 EACH 1854.00

G4CI3 - INSERT 2", <65' - YEAR 2

348 NS0224388 EACH 1957.00

G4CII3 - INSERT 2", >65' - YEAR 2

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Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other Party to the contract with Con Edison is referred to as the "Contractor")

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

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The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

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CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns (MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

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(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that

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any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and Blanket Purchase Agreement 4113847,

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that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (iii) the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); (iv) the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); (v) the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and (vi) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in

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such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy

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Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

337858

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, Blanket Purchase Agreement 4113847,

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such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

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July 1, 2012

4.Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5.Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

6.Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7.Expenditure Limitation

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Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8.Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

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FOR

CONSTRUCTION CONTRACTS

July 1, 2012

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STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall

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be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

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"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B.Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C.Contract shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents,

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including, but not limited to, the Contract plans, specifications, and drawings, any additional

documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D.Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4.Price and Payment.

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor

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furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each

Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a Blanket Purchase Agreement 4113847,

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covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

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read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due

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under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

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G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and

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circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

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other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

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D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work

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arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F.Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8.Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4113847,

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has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9.Contractor's Performance.

A.Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B.When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons

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in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

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(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and

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acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

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(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit

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prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

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(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4113847,

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the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4113847,

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Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute

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is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C.Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4113847,

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contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15.Time and Material and Cost Reimbursable Work.

A.Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B.Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C.For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D.All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E.The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F.Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and

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consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G.No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16.Claims.

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A.The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B.For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

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section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C.For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i)For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

- (a)The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and
- (b)The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii)For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

- (a)The date the Increased Costs were incurred;
- (b)The name, title, trade local, and number of the workers who performed the work whose costs were increased;
- (c)The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and
- (d)The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D.If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical

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path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

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impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

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had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State

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Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

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extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers,

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used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Blanket Purchase Agreement 4113847,

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fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21.Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22.Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23.Inspection and Tests and Correction of Defects.

A.Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

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give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

(i)halt the continuation of such Work; and

(ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the

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cost thereof from Contractor; or

(iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

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25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C. If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

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completed or in the course of construction and to all materials, equipment and structures as to which any payment

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has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

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shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and

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attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4113847,

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loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract

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be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4113847,

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change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Blanket Purchase Agreement 4113847,

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Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process,

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material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

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A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder,

Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance

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policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4113847,

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Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4113847,

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Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison,

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O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

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Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the

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Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4113847,

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without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

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subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such

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O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

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cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

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waiver shall be effective only with respect to the particular event to which it specifically refers.

46.Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Blanket Purchase Agreement 4113847,

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51.Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52.Submission to Jurisdiction/Choice of Forum.

A.Contractors hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B.Contractors consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53.Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54.Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the

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Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

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56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)