

REDACTED

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

ATTACHMENT NO. 1

[REDACTED]

[REDACTED]

PURCHASE ORDER NO. :

1-36254

[REDACTED]

[REDACTED]

REDACTED

FILENAME: PMS-PO #136254

PURCHASE ORDER

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CURRENT DATE 02/10/12

PURCHASE ORDER NUMBER 136254
PURCHASE ORDER DATE 11/01/11
PURCHASE REQ. NUMBER 367-1-2002
VENDOR CODE P89
AUTHORIZED DOLLARS
FUNDING ORDER
ACCOUNT NUMBER VARIOUS
STATISTICS 1/2

TO: [REDACTED]

SHIP TO:
CON EDISON
SAWMILL RIVER ROAD 136254
GREENBURGH NY 10595
LESLIE ANN FANNING

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

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

Table with 6 columns: ITEM, QUANTITY, DELIVERY DATE, UNIT PRICE, UNIT, INSP CODE

THIS IS A TERM ORDER WITH START DATE 02/13/12 AND END DATE 02/12/13.
1 0 12/01/11 \$0.00000 EA
-CONED-E- -
CON EDISON USE ONLY.

ITEM PRICE SCHEDULES
EFF DATE UNIT PRICE ESCAL %
02/09/13 \$0.00000 1.03
2 0 12/01/11 \$0.00000 EA
-CONED-MW- -
CON EDISON USE ONLY.

3 0 12/01/11 \$0.00000 EA
-REQ/PO TEXT-

WESTCHESTER GAS

FURNISH SUPERVISION, LABOR, MATERIAL, TOOLS AND EQUIPMENT TO INSTALL
GAS PE PIPE IN WESTCHESTER OVER A ONE YEAR PERIOD COMMENCING FEBRUARY
13, 2012 TO FEBRUARY 12, 2013 WITH AN OP AR
SOLELY AT CON EDISON DISCRETION, WITH A [REDACTED] FOR THE
SECOND YEAR OF THIS CONTRACT.

SERVICES TO BE PROVIDED IN ACCORDANCE WITH:
CON EDISON STANDARD TERMS AND CONDITIONS DATED DECEMBER 07, 2010 AND
ALL DOCUMENTS AND SPECIFICATIONS AND DRAWINGS DISTRIBUTED BY PERFECT
COMMERCE ON BEHALF OF CON EDISON INCLUDING BUT NOT LIMITED TO THE
FOLLOWING:
FINAL COPY REV. 8 RESTORATION MANUAL, DATED 07/30/2009.DOC
GAS TRENCHING MANUAL APPROVED 07/08/2011.PDF
REVISED WC< GAS RATE CASE SPECIAL CONDITIONS 2011REV1.DOCX
REVISED WESTCHESTER GAS RATE CASE PRICE WORK SHEET 2011 REV4A.XLSX

REDACTED

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PURCHASE ORDER NUMBER 136254 CURRENT DATE 02/10/12

ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
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TRENCHING MANUAL -REVISION 7.PDF
 EMAIL DATED SEPTEMBER 15, 2011
 EMAIL DATED SEPTEMBER 16, 2011
 BID SUBMITTED BY PTC INC. ON SEPT. 29, 2011
 TC SUBMITTED ON OCT. 12 2011
 [REDACTED] AFTER ONE YEAR.

REGARDLESS OF THE INVOICE INSTRUCTIONS INDICATED ON THE PURCHASE ORDER DOCUMENT, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT AN INVOICE TO ACCOUNTS PAYABLE FOR ANY PURCHASE ORDER PROCESSED IN THE COMPASS SYSTEM.

ON CONTRACTS THAT REQUIRE AN INVOICE, THE CONTRACTOR MUST SUBMIT IT TO THE COMPANY AUTHORIZED REPRESENTATIVE WITH THE SIGNED CONTRACTOR PERFORMANCE STATEMENT.

CONTRCAT ADMINISTRATOR: NICOLE LEO (212-780-3674)
 PROJECT ADMINISTRATOR ALAN PEARSON (917-567-5360)
 EH&S CONTACT: SCOTT CRISSEY (917-789-6710)

[REDACTED] ATION

THE FOLLOWING UNITS ARE INCORPORATED INTO THIS PURCHASE ORDER:

ITEM	DESCRIPTION	UOFM	PRICE
G-43	EXCAVATION	CY	[REDACTED]
G-7A	CURB VALVE NO REST	EA	[REDACTED]
GT60	SAME AS T113 PLATES TO BE FLUSH	SF	[REDACTED]
GT61	SAME AS T112 PLATES TO BE FLUSH	SF	[REDACTED]
GT62	RECESS ROAD PLATE	SF	[REDACTED]
T113	INSTALL STEAL BEAMS	SF	[REDACTED]
T309	MECHANIC/TRUCK	HR	[REDACTED]

*
**

THE FOLLOWING ITEMS IN THIS PURCHASE ORDER ARE NOT CURRENTLY BEING USED. IF CON EDISON SHOULD REQUIRE THE USE OF THE FOLLOWING ITEMS, CON EDISON WILL NEGOTIATE PRICES FOR THEM:

ITEM	PRICE
T300	\$0.00
G26BWK	\$0.00
G26CWK	\$0.00
TL250	\$0.00
TL252	\$0.00
GT8B	\$0.00
G-36B	\$0.00

4 0 12/01/11 [REDACTED] CUYD
 T1 -

REDACTED

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ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
STREET/NOBASE/BRK					
5 T101 - SOLID SHEETING	0	12/01/11		SQFT	
6 T110 - VEHICULAR PLATES	0	12/01/11		SQFT	
7 T112 - STRAPWELDEDPLATES	0	12/01/11		SQFT	
8 T113B - INSTALLSTEELBEAMS	0	12/01/11		LB	
9 T114 - PLATERENTALMAINT.	0	12/01/11		SQFT	
10 T117 - PEDESTRIAN PLATES	0	12/01/11		SQFT	
11 T118 - PEDPLATERENTAL	0	12/01/11		SQFT	
12 T120 - STEELPROTECTIONPLATE	0	12/01/11		SQFT	
13 T2 - STREET/BASE/BRK	0	12/01/11		CUYD	
14 T125 - TESTPIT 0.1-4.0 CY	0	12/01/11		EA	
15 T180 - INST 2"-5" CONDUIT	0	12/01/11		LNFT	
16 T181 - ROD AND MANDREL	0	12/01/11		LNFT	

REDACTED

PURCHASE ORDER

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PURCHASE ORDER NUMBER 136254 ATE 02/10/12
17 0 12/01/11 [REDACTED] HOUR

ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
T210 - DEWATERING					
18	0	12/01/11	[REDACTED]	EA	
T211 - MOBILIZATION					
19	0	12/01/11	[REDACTED]	HOUR	
T212 - PREMIUMCREWHOUR					
20	0	12/01/11	[REDACTED]	EA	
T215 - MOB WITHIN 4HRS					
21	0	12/01/11	[REDACTED]	CUYD	
T30 - TEMPORARY MACADAM					
22	0	12/01/11	[REDACTED]	HOUR	
T300 - LABOR & EQPMNT CREW					
23	0	12/01/11	[REDACTED]	HOUR	
T301 - LABORER/DRILLRUNNER					
24	0	12/01/11	[REDACTED]	HOUR	
T301A - FLAG PERSON W/TOOLS					
25	0	12/01/11	[REDACTED]	HOUR	
T302 - LAB FOREMAN W/TRUCK					
26	0	12/01/11	[REDACTED]	HOUR	
T303 - TEAMSTER ,W/DUMPTRUCK					
27	0	12/01/11	[REDACTED]	HOUR	
T304 - COMPR/JHAMMERS					
28	0	12/01/11	[REDACTED]	HOUR	
T304M - ITEM304W/COMPENGR					
29	0	12/01/11	[REDACTED]	HOUR	
T305 -					

REDACTED

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ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
OPENG W/BACKHOE					
30 T31 - BINDER BASE	0	12/01/11		CUYD	
31 T32 - CONCRETE BASE	0	12/01/11		CUYD	
32 T41 - EXCAMACHHAND<10FT	0	12/01/11		CUYD	
33 T41A - EXCAMACHHAND>10.1	0	12/01/11		CUYD	
34 T43 - EXCAMACHINEHAND<10FT	0	12/01/11		CUYD	
35 T44 - EXCA100 HAND<10FT	0	12/01/11		CUYD	
36 T50 - ROCK	0	12/01/11		CUYD	
37 T51 - ROCK REMOVAL-DISPOSE	0	12/01/11		CUYD	
38 T55 - CARTROLLEYTRACKS	0	12/01/11		CUYD	
39 T6 - HEAVYREINCONRDBRK	0	12/01/11		CUYD	
40 T91 - CLEANFILL	0	12/01/11		CUYD	
41 T92 - SAND BACKFILL	0	12/01/11		CUYD	

REDACTED

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 42 0 12/01/11 [REDACTED] EA

ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
G-18A - 2IN-4INCUTOUTTIEIN					
43	0	12/01/11	[REDACTED]	EA	
G-18B - 6IN-8INCUTOUTTIEIN					
44	0	12/01/11	[REDACTED]	EA	
G-18C - 10IN-12INCUTOUTTIEIN					
45	0	12/01/11	[REDACTED]	EA	
G-19A - 2IN-4INMAINEXTEN					
46	0	12/01/11	[REDACTED]	EA	
G-19B - 6IN-8INMAINEXTEN					
47	0	12/01/11	[REDACTED]	EA	
G-19C - 10IN-12INMAINEXTEN					
48	0	12/01/11	[REDACTED]	LNFT	
G-1AI3 - 1.25CTS-2IPS,<65FT					
49	0	12/01/11	[REDACTED]	LNFT	
G-1AII3 - 1.25CTS-2IPS,>65FT					
50	0	12/01/11	[REDACTED]	EA	
G-1JI - 1.25CTS-2IPS,<20FT					
51	0	12/01/11	[REDACTED]	LNFT	
G-20 - ADDLPIPEWORK					
52	0	12/01/11	[REDACTED]	EA	
G-23A - 2-4IN CLAMP					
53	0	12/01/11	[REDACTED]	EA	
G-23B - 6-8IN CLAMP					
54	0	12/01/11	[REDACTED]	LNFT	

REDACTED

G-26A -

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ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
UP TO 4IN					
55 G-26AA - UP TO 4IN	0	12/01/11		LNFT	
56 G-26AE - UP TO 4IN	0	12/01/11		LNFT	
57 G-26B - 6IN-8IN	0	12/01/11		LNFT	
58 G-26BA - 6IN-8IN	0	12/01/11		LNFT	
59 G-26BC - 6IN-8IN	0	12/01/11		LNFT	
60 G-26BE - 6IN-8IN	0	12/01/11		LNFT	
61 G-26BWK - 6IN-8IN	0	12/01/11		LNFT	
62 G-26C - 10IN-12IN	0	12/01/11		LNFT	
63 G-26CA - 10IN-12IN	0	12/01/11		LNFT	
64 G-26CC - 10IN-12IN	0	12/01/11		LNFT	
65 G-26CE - 10IN-12IN	0	12/01/11		LNFT	
66 G-26CWK -	0	12/01/11		LNFT	

REDACTED

10IN-12IN

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67	0		

ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
G-27A - 2IN-4IN					
68	0	12/01/11		LNFT	
G-27B - 6IN-8IN					
69	0	12/01/11		LNFT	
G-27C - 12IN					
70	0	12/01/11		LNFT	
G-29A - 1.25IN MAIN INSERT					
71	0	12/01/11		LNFT	
G-29B - 2IN MAIN INSERT					
72	0	12/01/11		LNFT	
G-2AI3 - 1CTS-2IPS, <65FT					
73	0	12/01/11		LNFT	
G-2AII3 - 1CTS-2IPS, >65FT					
74	0	12/01/11		EA	
G-31A - 2IN+<SERVXFER					
75	0	12/01/11		EA	
G-36A - UPTO8INCOREDRIILL					
76	0	12/01/11		EA	
G-3AII3 - 1CTS-1.25CTS, >65FT					
77	0	12/01/11		EA	
G-3AI3 - 1CTS-1.25CTS, <65FT					
78	0	12/01/11		EA	
G-42A - OFFSET-UPTO4IN					

REDACTED

79 0 12/01/11 [REDACTED] EA
G-42C -

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ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
OFFSET-10IN12IN					
80 G-4AI3 - 0.5CTS,<65FT	0	12/01/11	[REDACTED]	EA	
81 G-4AII3 - 0.5CTS,>65FT	0	12/01/11	[REDACTED]	EA	
82 G-4BII3 - 1CTS-1.25IPS,>65FT	0	12/01/11	[REDACTED]	EA	
83 G-4JI - 0.5CTS,<20FT	0	12/01/11	[REDACTED]	EA	
84 G-5AI3 - 1CTS-1.25CTS,<65FT	0	12/01/11	[REDACTED]	EA	
85 G-6AI3 - 0.5CTS,<65FT	0	12/01/11	[REDACTED]	EA	
86 G-8A - 2-4CUTOUT	0	12/01/11	[REDACTED]	EA	
87 GT-93 - CONTRDENS BKFLINCREMN	0	12/01/11	[REDACTED]	CUYD	
88 GT-94 - SPEC4BKFLINCREMENTAL	0	12/01/11	[REDACTED]	CUYD	
89 G-13 - METERREGSET	0	12/01/11	[REDACTED]	EA	
90 T95 - TRUCKFROMSITE	0	12/01/11	[REDACTED]	CUYD	

REDACTED

91 0 12/01/11 [REDACTED] CUYD
T6R -
HEAVYREINCONRDBRKRES

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92 0 12/01/11 [REDACTED] CUYD

ITEM	QUANTITY	DELIVERY DATE	UNIT PRICE	UNIT	INSP CODE
T7R - BRKRESTSDWKDRIV					
93 0 12/01/11			[REDACTED]	CUYD	
T8R - C/B/R/D/RDR/SDWK					
94 0 12/01/11			[REDACTED]	SQFT	
T9R - FLAGBLUEZBLKBRKREST					
95 0 12/01/11			[REDACTED]	LNFT	
T21R - CONCRETE CURBS					
96 0 12/01/11			[REDACTED]	SQFT	
TL-250 - GRASS SEED					
97 0 12/01/11			[REDACTED]	CUYD	
TL-252 - TOPSOIL					
98 0 12/01/11			[REDACTED]	EA	
GT-8B - 6-8CUTOUT					
99 0 12/01/11			[REDACTED]	EA	
G-36B - 10+>COREDRILL					
100 0 12/01/11			[REDACTED]	EA	
G-7A - CURBVALVEW/REST					

TOTAL NUMBER OF LINE ITEMS ARE 100

SHIPPING TERMS:
NOT APPLICABLE

PAYMENT TERMS:
NET 30 DAY

PAYMENT TO ABOVE VENDOR ONLY

REDACTED

TERMS AND CONDITIONS
COMMITMENT TO ENVIRONMENTAL EXCELLENCE
=====
OUR CORPORATE ENVIRONMENTAL POLICY
=====

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TERMS AND CONDITIONS

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

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

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

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

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

COMMITMENT TO ENVIRONMENTAL EXCELLENCE
=====
OUR CORPORATE ENVIRONMENTAL POLICY

REDACTED

=====

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

PURCHASE ORDER

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TERMS AND CONDITIONS

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

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

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

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

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

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

PAYMENT TERMS:

REDACTED

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

STANDARD CLAUSES:

PURCHASE ORDER

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TERMS AND CONDITIONS

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

VENDOR SHALL COMPLY WITH CON EDISON INSURANCE REQUIREMENTS.

EXPENDITURE LIMITATION - THE EXPENDITURE AUTHORIZED UNDER THIS PURCHASE AGREEMENT IS [REDACTED] CON EDISON WILL NOT BE OBLIGATED TO MAKE PAYMENT IN EXCESS OF THE EXPENDITURE LIMITATION AND THE VENDOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

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

SPECIAL CONDITION

THE CONTRACTOR SHALL PROMPTLY REPORT VERBALLY TO THE LOCATION'S CONTRACT ADMINISTRATOR AND IN WRITING TO CON EDISON ALL ACCIDENTS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER ON OR ADJACENT TO THE WORK SITE, WHICH RESULTS IN DEATH, INJURY OR PROPERTY DAMAGE; GIVING DETAILS AND STATEMENTS OF WITNESSES. IN ADDITION, IF DEATH OR SERIOUS INJURY OR DAMAGE IS CAUSED, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE ACCIDENT DIRECTLY TO THE LOCATION'S CONTRACTOR ADMINISTRATOR.

ACKNOWLEDGEMENT

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

ACCEPTED AND AGREED TO

FOR: _____

BY: _____

TITLE: _____

DATE: _____

REDACTED

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

PURCHASE ORDER

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PURCHASE ORDER NUMBER 136254 CURRENT DATE 02/10/12
APPENDIX A CAN BE FOUND ON THE COMPANY'S WEBSITE.

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

FOR CON EDISON

BY _____

TOTAL PAGES 14