

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.**

**SPECIAL REQUIREMENT FOR  
CABLE CONTRACTS**

January 28, 1999

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SPECIAL REQUIREMENTS FOR CABLE CONTRACTS**

1. Definitions

- a) Any reference in the Purchase Order to “article”, “equipment”, “material”, “supplies” and the like shall be understood to include cable, wire, reels, pulling bolts and oil reservoirs furnished by the Seller.
- b) The term “Controlling Department shall mean Con Edison’s Materials Procurement Department, 31-01 20th Avenue, Building No. 136, Long Island City, NY 11105-2048, unless otherwise specified.
- c) The term ”Required Delivery Date” shall mean the delivery date for spot purchase contracts or Delivery Requests issued under a term contract.
- d) The term “Delivery Request” shall mean a request issued under a term contract for delivery by a specified date of reel lengths or coils of cable.
- e) Cable in “Storage” shall mean completely fabricated and tested cable for which Con Edison has not issued a Delivery request. No cable shall be deemed to be in Storage if it is the subject of a Delivery Request issued on or prior to its Promised Delivery Date

2. Invoice Price

a) Firm or Adjusted Price

Cable prices shown on the contract shall either be firm through date of shipment or, if specified in the Purchase Order, subject to adjustment for changes in the prices of metals. If prices are subject to adjustment, then an adjustment shall be made, either upward or downward, for the changes in the price of metal in accordance with the following lists published in the “American Metal Market”, as applicable.

<u>Metal</u>	<u>Published List</u>
Copper	COMEX, High Grade Electrolytic Cathode Settlement - Spot
Aluminum	New York Merchant, 99.7% delivered Midwest
Lead	U.S. Primary Producers’ published prices, common and corroding

Note: When more than one price is shown the “American Metal Market” the invoice price shall be based on the average price. (Example: Copper: \$0.68625 to \$0.71  
Average Price = \$0.698215)

b) Base Price for Metal Price Adjustment

The base prices for adjustment shall be Copper @ \$ 1.00/lb, Lead @ \$ 0.50/lb and Aluminum @ \$ 0.75/lb, unless otherwise specified in the Invitation for Proposals or the Purchase Order. Adjustments, if required, are to be made only on the weights of metals

shown in the cable description, the Purchase Order or the tabulation contained in the following Con Edison specifications:

<u>Metal</u>		<u>Specification</u>
Copper	EO-101	Latest Revision
Lead	EO-102	Latest Revision
Aluminum	EO-103	Latest Revision

c) Application of Price Adjustment

If prices are subject to adjustment, then the adjustment shall be made at time of shipment or placement into storage as indicated below:

i. Direct Shipment without Storage

For cable delivered in accordance with a Delivery Request or other written request for Con Edison, the cable price shall be adjusted for changes in the price of metals up to the date of shipment. For all other cable delivered directly, the cable price shall be adjusted for changes in the price of metals up to the date of shipment.

ii. Placement into Storage

For cable placed into storage in accordance with a written request by Con Edison, the cable price shall be adjusted to changes in the price of metals up to the date cable is placed into storage.

The title will pass to Con Edison simultaneously with payment; however, the risk of loss and damage shall remain with the Seller until date of delivery and the Seller shall not, by reason of said title passage, be relieved of any obligation under the contract.

Cable held in storage shall be subject to periodic audits by Con Edison.

Con Edison shall not be obligated to take delivery of short lengths of cable. The Seller shall give Con Edison a credit equal to the price of any such cable which has been paid for by Con Edison while in storage.

3. Payment

Terms of payment are net 30 days from date of receipt of invoice, which may be rendered upon delivery or placement into storage of cable, subject to any discount provided for in the Purchase order.

Invoices for cable shall separately state charges, if any, for pulling bolts, pigtails, oil reservoirs, reel deposits, etc.

Invoices for cable, where Con Edison supplies the copper, shall state the total weight of the copper contained in the cable. This is in addition to requirements contained above.

All invoice shall contain: (i) the actual date(s) of shipment or placement into storage.

Invoices must be sent to:

Con Edison  
P.O. Box 799  
Cooper Station  
New York, NY 10276-0799

4. Delivery

- a) Equipment shall be delivered to the location designated in the Purchase Order or Delivery Request under a term order. Deliveries shall be made only on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays between the hours of seven in the morning and two thirty in the afternoon unless otherwise directed.
- b) Seller shall, upon request by Con Edison, deliver by the “street-drop” cable delivery method.
- c) All deliveries shall be made by an open type flat bed truck. Reels that are stacked on top of each other or nailed together will not be accepted by Con Edison.
- d) All steel cable reels shall be shipped in an upright and roll off position, so that they may be unloaded by a fork truck from the side of the flat bed truck.
- e) Deliveries of non-returnable reels to Astoria will not be unloaded from the sides of a flat bed truck. Seller shall cause these reels to be rolled of truck onto the cable platform by the carrier.

5. Delivery Confirmation

For term contracts, the Seller is required to confirm in writing its receipt of each Delivery Request within 20 days. The Seller’s confirmation shall also indicate that the schedule specified in the Delivery Request will be met, or, if the schedule cannot be met, the Seller’s earliest possible alternative schedule. Con Edison may at its option upon written notice to Seller cancel, without incurring any liability, any Delivery Request or portion of either whose schedule the seller cannot meet. The schedule in the Seller’s confirmation shall become binding and OF THE ESSENCE OF THE ORDER and shall supersede any inconsistent schedule stated in the Purchase Order or Term Order.

6. Termination and Cancellation

Article 20, Cancellation for Default, of Con Edison’s Standard Terms and Conditions for Purchase of Equipment, dated August 16, 1988, is hereby amended by the addition of the following at the end of the second sentence thereof: “or if the Seller fails to confirm in writing within 20 days after its receipt of a Delivery Request from Con Edison that the production, fabrication or delivery specified therein will be made in accordance with the schedule required by the Purchase Order.”

7. Quality Assurance

The Seller shall establish, maintain and follow, and shall cause its subcontractors, regardless of tier, to establish, maintain and follow, written procedures for assuring the quality of the cable supplied by it under the Purchase Order and of the materials, components and parts incorporated in such cable. In order to comply with this requirement, the Seller shall meet the cause its subcontractors, regardless o tier, to meet the “quality Assurance Requirements for Sellers” General Specification No. QA-7100D, latest revision except in the case of cables specified in accordance with EO-02, EO-09, EO-2-04A and EO-7004A where General Specification No. QA-7100C shall apply. Con Edison, or its representatives, shall have the right to witness the performance of and review documented results of quality assurance tests performed by the Seller of any of the cable supplied by it under this Purchase Order.

8. Acceptance Tests

- a) Each shipping reel or wire and cable supplied under Con Edison Specification shall be tested by Seller in accordance with the requirements of the applicable specifications and such other industry standards as may apply to determine whether the wire or cable is in compliance with the specification and any such other standards.
- b) Prior to delivery of cable to Con Edison, a certified copy of the Seller’s factory test results shall be forwarded to the Electric Distribution Engineer, 4 Irving Place, Room 1043-S, New York, NY 10003
  - i. Paper insulated type cable shall be reported on IPCEA Forms T-14A, T-14B, T-14C or their market type serial numbers be shown for the lengths tested.
  - ii. Solid dielectric insulated primary cable shall be reported on forms similar to those used for the paper-insulated cable.
  - iii. All other type cables shall be reported to Con Edison on the form entitled “Inspection Report of Low Tension, Bare, or W.P. Cable”. These do not have provision for indicating marker type serial number. This information must be submitted as an addendum to each test report submitted.
  - iv. Attached to each test report shall be a list containing the manufacturer’s shipping reel number of each reel shipped under coverage of that particular test report. The beginning and the end sequential footage markers for each length of cable on the reel shall also be listed. For primary solid dielectric cables, the corona levels for each length shall be listed.
- c) Upon request, the Electric Distribution Engineer, 4 Irving Place, Room 1043-S will be notified in advance of the dates for tests of cable purchased under this Purchase.
- d) The Electric Distribution Engineer must be notified and his written approval obtained prior to making any departures from the specifications for the cable.

9. N.Y. State Combustion Toxicity Registration

The law of the State of New York now provides for combustion toxicity testing of electrical wire insulation and electrical conduit and registration of the results with the N.Y. Secretary of State. No product is permitted to be installed or used in a building unless it has been tested as prescribed and the test report registered. Accordingly, Seller shall cause such testing to be performed and indemnify Con Edison, its trustees, officers, agents and employees against any claims, loss, damage liability, fines or penalties suffered by reason of Seller's failure to do so. Seller shall furnish Con Edison the applicable New York State registration number or list pending review (LPR) number for each product covered by the Purchase Order. If Seller believes that testing and/or registration is not required, Seller shall so inform Con Edison in writing and state the reasons therefore.

10. Material Safety Data Sheets (MSDS)

In accordance with Article 37 of the Standard Terms and Conditions for Purchase of Equipment dated August 16, 1988, Seller is requested to complete and return a Material Safety Data Sheet (MSDS) indicating any toxic substances that may be contained in the goods to be furnished under this Purchase Order.

11. Special Requirements for Nuclear Designated Cable

The following Directory of Quality Assurance Requirements (DOQAR) shall apply to all items designated "Nuclear":

DOQAR

- B.5 The items shall bear sufficient markings to identify it as that described on the Purchase Order.
- D4. Each package shall be marked with the Con Edison Purchase Order Number and if applicable, the Con Edison Class and Stock Number.
- E.7 All required documentation will be forwarded to Con Edison, Indian Point Station, Buchanan Service Center, Broadway and Bleakley Ave, Buchanan, NY 10511, marked "Attention: QA Receipt Inspection" and shall state the Con Edison Purchase Order Number.
- T.5 Reporting of deficits and noncompliance with regulatory requirements:

The goods or services to be furnished hereunder are subject to the provision of Title 10, part 21, of the code of Federal Regulations (10 CFR Part 21), which concerns reporting to the Nuclear Regulatory Commission (NRC) of defects and noncompliance with regulatory requirements. Copies of all notices concerning goods or services furnished to Con Edison under this procurement sent in accordance with 10 CFR Part 21 shall be sent at the same time to the Vice President, Nuclear Engineering, Quality Assurance and Reliability, of Con Edison.

T.6 EO equipment shall be environmentally qualified, in accordance with IEEE 323-1974, to comply with 10CFR50.49.

U.3.C. Seller shall provide with each shipment a certificate of compliance stating that the materials provided meet all the requirements of the applicable:

Approved Environmental Qualification Reports reviewed and approved by  
Con Edison Engineer.

12. “Con Edison” Marked Cable Sold to Others

If any cable manufactured by Seller for Con Edison hereunder is marked with Con Edison’s name, and any such cable is not delivered to Con Edison for any reason, Seller shall:

1. Remove all “Con Edison” identification.
2. Notify Con Edison in writing. This notification shall detail the customer’s name, address, and telephone number and the quantity, specification and marker tape numbers of the cable sold.

Notification shall be sent to:

Director of Security Services  
Con Edison  
4 Irving Place, Room 1709  
New York, NY 10003

13. Cable Reels

- a) Cable shall be supplied on open hub steel reels or on non-returnable wood reels and in the sizes as specified in the Purchase Order.

Drum diameters may vary, provided adequate clearance is maintained for handling reels with a ram type fork lift. Overall width shall not exceed 5 inches at the arbor holes.

- b) Arbor holes on all cable reels shall not be less than 3 inches in diameter.
- c) All Cable delivered on Torroidal reels shall be uncovered. Cable on structural steel reels, shall be delivered covered in accordance with the designated specification or purchase order.
- d) The front end of the cable on each reel shall be properly secured to the reel and safe from damage when transporting using fork lift vehicles.
- e) The tail or trailing end or the cable on each reel shall be properly secured to prevent cable damage by placing a steel plate (port cover) over the port opening of the reel so that the cable ends are totally covered.

- f) Capacities and specification of reels used in transporting cable and wire shall be in accordance with the National Electrical Manufacturer's Association Standards Publication No. WC26-1984, entitled "Dimensions and Capacities of Returnable Reels for Wires and Cables" and the Aluminum Association Packaging Standards for Aluminum Conductors.
- g) All cable shall be shipped on returnable steel reels. However, shipments on non-returnable reels may be i) when specified in the Purchase Order, or ii) with the prior approval of Con Edison's Engineering Department.
- h) Non-returnable wood reels shall have flanges and drums that are made out of wood that is suitable for extended outdoor storage. Reels that are made of plywood or compressed fiber board are not acceptable and shall not be supplied.
- i) Any wooden boards over six feet long or four feet wide supplied by the trucker for use in loading reels must be removed by the trucker from Con Edison's Property.

14. Steel Reel Deposits & Damages

Reel deposits shall be paid upon delivery of cable in accordance with the deposit schedule contained in the Invitation for Proposals and the Purchase Order.

Con Edison shall not be liable to make a deposit on any steel reel furnished hereunder until such reel has been invoiced by the vendor. Seller shall refund any deposit in full made when the reel is returned in good conditions, reasonable wear and tear excepted. If the reel has been damaged, Seller may deduct from the deposit refund the cost incurred in making any necessary repair thereto in accordance Seller's "Reel Damage Schedule". The Seller's "Reel Damage Schedule" must be submitted and approved by Purchasing. No deposit or any portion thereof shall be forfeited by Con Edison or retained by the Seller on the basis of the time for which Con Edison has retained a reel.

15. Packaging for Pre-Cut Cable Coils

- a) Each end of each coil shall have a heat shrinkable cap per EO-5022 and EO-13118B.
- b) Each coil shall have a minimum inside diameter of 30 inches and shall be secured in at least three places with black plastic electrical tape.
- c) Coils shall be shipped on a 3' x 4' wood pallet with one class and stock number per pallet. Coils shall be strapped to the pallet, shipped with plastic wrap overall and tagged as follows:

P.O. Number	Class and Stock #
Cable Spec. Number	Size of Cable
Coil Footage	Number of Coils on Pallet

If requested by the Seller, Con Edison shall provide steel racks. Pallets shall conform to Con Edison Storage Specification T&S #86-1.



16. Marking of Reels, coils, Spools, Shipping Papers, Invoices, Etc.

The Seller shall provide the following information on each reel, coil, spool, shipping notice, packing list and invoice:

- i. Purchase Order and Purchase Order Item Number.
- ii. Con Edison Class and Stock and Cable description and specification numbers.
- iii. For items sold by weight, show, gross, tare and net weights. For items sold or reel length, show lengths.
- iv. Reel size and manufacturer's reel number.
- v. All steel reels and returnable and non-returnable wood reels shall be permanently stenciled with its tare or empty weight.

In addition, each reel shall be tagged on both sides with a securely attached water resistant tag showing the information describe in i, ii, iii, and iv above included he sequential footage marking on the beginning and tail end of cable on the reel.

17. Monthly Progress Reports

The Seller shall prepare and submit, by the first Monday of each month, a monthly progress report for cable on open orders as follows:

- a) "Monthly Open Cable purchase Order Report" forms showing the progress of work by the Seller shall be completed and submitted monthly.

One copy shall be sent to:

Mr. Steven Matcovich  
Con Edison  
31-01 20th Avenue  
Long Island City, NY 11105-2048

- b) A monthly report of cable paid for by Con Edison and held in storage awaiting Delivery Requests. These reports are to be sent to Manager, Accounts Payable Bureau, Room 550-S, 4 Irving Place, New York, NY 10003.
- c) Where applicable, a monthly report of Con Edison copper received by the Seller and the amount credited to cable shipped to Con Edison. This report shall be sent to Manager, Store Accounting Section, Room 606-S, 4 Irving Place, New York, NY 10003, and to the Manger, Electrical Equipment and Repairs, Purchasing Department, Room 1215-S.

18. Con Edison Supplied Copper

Con Edison reserves the right to supply, at Con Edison's election, electrolytic cathode copper conforming to ASTM Specification B115 (latest revision) delivered at the rod mill designated by the cable seller in consideration of a credit against the copper portion of the cable price.

Where Con Edison supplies copper pursuant to this provision, Con Edison shall be required to pay only the nonmetals portion of the price of that quantity of cable delivered by Seller during a given month whose copper content is equal in weight to the copper scheduled to be supplied by Con Edison during that month. If it is not set forth in the Purchase Order, the base nonmetals portion of the price per foot of the cable shall be determined by multiplying 80 cents by the quantity of copper (in Pounds) contained in one foot of cable (calculated in accordance with the copper weight contained in the cable description or Con Edison Spec. No. EO-101-6, dated April 18, 1984) and subtracting the result from the total base price per foot of cable under the Purchase Order.

Con Edison will schedule to have copper delivered in the same month that cable delivery is scheduled but will not guarantee that such copper will be delivered on any given day of such month. Con Edison shall give the Seller at least 30 days advance notice of its intent to supply copper. the quantity of copper supplied by Con Edison will determined based on weight certificates from copper refineries. Over the contract period, Con Edison will attempt to balance over and under differentials to minimize the net difference between the copper supplied by Con Edison and the Copper content of cable delivered.

1/28/99