

Frankfort Plant Board

BID INVITATION #1666

ISSUED ON

July 23, 2018

BY

**THE ELECTRIC & WATER PLANT BOARD OF THE
CITY OF FRANKFORT, KENTUCKY**

FOR

SUBSTATION STRUCTURES & EQUIPMENT

TO BE OPENED ON

August 6, 2018 at 2PM

ADVERTISEMENT FOR BID

**The Frankfort Plant Board
305 Hickory Drive
P.O. Box 308
Frankfort, KY 40602**

Separate sealed Bids for Substation Structures & Equipment will be received by the Frankfort Plant Board until 2 P.M. local time, August 6, 2018; and then opened and publicly read aloud.

Specifications may be examined at the following location:

Frankfort Plant Board
Service Center
305 Hickory Drive
P.O. Box 308
Frankfort, KY 40602

No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

For Bid Correspondence, contact:

**Leigh Ann Phillips
(502) 352-4423
lphillips@fewpb.com**

For Technical Correspondence, contact:

**Travis McCullar, P.E.
(502) 352-4608
tmccullar@fewpb.com**

**PROCUREMENT CONTRACT
NO. 325768-P1**

**SUBSTATION STRUCTURES
AND EQUIPMENT
MYRICK SUBSTATION**

**Prepared and issued by:
Frankfort Plant Board
Frankfort, KY
(Buyer)**

**In conjunction with:
Leidos Engineering, LLC
Nashville, TN
(Engineer)**

July 2018

SECTION 00 01 07
SEALS PAGE

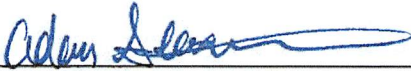
PROCUREMENT CONTRACT NO. 325768-P1

SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD

The engineering material and data contained in these Contract Documents were prepared under the supervision and direction of the undersigned, whose seal(s) as a registered professional engineer(s) is (are) affixed below.

Prepared By:

Leidos Engineering, LLC



Adam Stevenson
Project Manager

July 16, 2018

Issue Date

Quality Assurance Review



Kenneth Aldridge
Project Manager



END OF SECTION

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MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

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PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

DRAWING NUMBER

DRAWING TITLE

CONTRACT DRAWINGS

07-00709-114.3

ONE LINE DIAGRAM

8640-E-300.2

ELECTRIC EQUIPMENT PLAN

8640-E-301.2

SECTION A-A

8640-E-302.2

SECTIONS & MATERIALS

END OF SECTION

**SECTION 00 11 16
INVITATION TO BID**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

Frankfort Electric and Water Plant Board (Buyer) invites Bidders to submit bids for substation structures and equipment (Goods). The contract generally consists of furnishing and delivery to Myrick Substation site the following:

1. Substation structures, including structural and miscellaneous steel, assembly hardware, anchor bolts, detailed erection drawings, and other materials as specified or as required.
2. Substation equipment including switches, bus, conductor, cables, insulators, bus supports, connectors, shield wire poles, lights, junction boxes, and other materials as specified or as required.

The Goods shall be delivered by January 08, 2019.

Bidders shall submit one original and one duplicate of Bid per the Instructions to Bidders, Section 00 21 13.

Buyer will receive sealed bids until 2:00 pm local time per the date on the attached coversheet, at the office of the Owner:

Frankfort Plant Board
350 Hickory Drive
Frankfort, KY 40601
Attention: Ms. Leigh Ann Phillips, Purchasing Agent

Bids will then be opened publicly and read aloud. Bids received after the time of announced opening will not be accepted.

One electronic set of Bidding Documents may be obtained by emailing hightdl@leidos.com.

Buyer reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids; and to reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established. Buyer also reserves the right to waive all informalities not involving price, time, or other material changes to technical or contractual requirements.

END OF SECTION

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders, will have the meanings indicated in Section 00 72 00, Standard General Conditions for Procurement Contracts, EJCDC Document No. P-700 (2000 edition) (referred to as "General Conditions"), including Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

Forms for Bid shall mean the following forms included in the Bidding Documents that are required to be submitted as part of the Bid.

| | |
|----------|--|
| 00 41 63 | Bid Form |
| | General Safety Program Notice |
| | U.S. Labor Bid Documents |
| | Equal Employment Opportunity Documentation |
| 00 43 93 | Bid Submittal Checklist |
| 00 45 05 | Proposed Exceptions and Deviations |
| 00 45 10 | Data and Information Forming Part of the Bid |
| 00 45 13 | Bidder's Qualifications |
| 00 45 19 | Non-Collusion Affidavit |

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to Invitation to Bid for information on receipt Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

3.01 Complete hardcopy sets of the Bidding Documents may be obtained as specified in the Invitation to Bid, Section 00 11 16.

3.02 Complete sets of the Bidding Documents shall be used in preparing Bids. Neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

BASED ON: EJCDC P-200 Suggested Instructions to Bidders for Procurement Contracts
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- 3.03 Buyer and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for furnishing Goods and do not confer a license or grant for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder's qualifications to furnish Goods, each Bidder shall submit information required by Section 00 45 13, Bidder's Qualifications, and must be prepared to submit within five days of Buyer's request, such other data as may be requested.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS AND POINT OF DESTINATION

- 5.01 Upon request, Buyer will provide Bidder access to the Point of Destination to conduct such investigations, examinations, tests and studies as Bidder deems necessary for submission of a Bid.

- 5.02 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all Laws and Regulations that may affect cost, progress, or the furnishing of Goods;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits (if any) to the Point of Destination, with the Bidding Documents;
- E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that:

- A. Bidder has complied with every requirement of this Article 5;
- B. the Bid is premised upon furnishing Goods required by the Bidding Documents;
- C. Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and

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- D. the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

ARTICLE 6 - INTERPRETATIONS

- 6.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer or Buyer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 7 - BID SECURITY

- NOT USED -

ARTICLE 8 - CONTRACT TIMES

- 8.01 As set forth in the Agreement, Section 00 52 63.

ARTICLE 9 - LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages (if any) are set forth in the Agreement, Section 00 52 63.

ARTICLE 10 - "OR EQUAL" ITEMS

- NOT USED -

ARTICLE 11 - PREPARATION OF BID

- 11.01 The Bid Form and other required Forms for Bid are included in the Bidding Documents. Additional copies may be obtained from Engineer or Buyer.
- 11.02 All blanks on the Bid Form and required Forms for Bid shall be typed or printed in ink and the Bid signed in ink. A Bid price shall be indicated for each item required in the Bid, or the words "No Bid" or "Not Applicable" entered.
- 11.03 All names must be typed or printed in ink below the signature.
- A. A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an

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assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- B. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state in which the firm was formed and the official address of the firm shall be shown below the signature.
- C. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- D. A Bid by an individual shall show the Bidder's name and official address.

11.04 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

11.05 The contact, address, telephone number, and email address for communications regarding the Bid shall be shown.

11.06 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Point of Destination or covenant to obtain such qualification prior to award of the Contract.

ARTICLE 12 - SUBMITTAL OF BID

12.01 Each prospective Bidder is furnished one copy of the full Bidding Documents with one separate, unbound copy of the Forms for Bid. The Forms for Bid as listed in Article 1 above are to be completed and submitted with the Bid Form in the quantity indicated in the Invitation to Bid, Section 00 11 16.

12.02 Bids shall be submitted no later than the date and time indicated in the Invitation to Bid, Section 00 11 16, and shall be enclosed in an opaque sealed envelope, plainly marked with the Contract title, the name and address of the Bidder, and shall be accompanied by the Bid Form and Forms for Bid and other required documents. If the Bid is sent through the mail, courier, or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED".

12.03 Bids shall be addressed as indicated in the Invitation to Bid, Section 00 11 16.

ARTICLE 13 - MODIFICATION AND WITHDRAWAL OF BIDS

- 13.01 A Bid may be modified or withdrawn by a document executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 13.02 If, within 24 hours after Bids are opened, any Bidder files a signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, it may withdraw its Bid, and its Bid security will be returned. Thereafter, if the Goods are re-bid, that Bidder may be disqualified from further bidding on the Goods to be furnished under the Contract Documents at the Buyer's option.

ARTICLE 14 - OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid, Section 00 11 16. Bids will then and there be publicly opened and read aloud unless obviously non-responsive.
- 14.02 An abstract of the amounts of the Bids (and Alternate Bids if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for 60 days, as stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security (if any) prior to the end of this period.

ARTICLE 16 - BASIS OF BID; COMPARISON OF BIDS

- 16.01 Bids may be compared on the basis of pricing, delivery time, operating costs, maintenance requirements, performance data and guarantees of Goods. Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices and other data, as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award. Buyer will also consider the qualifications of the Bidders.
- 16.02 Bidder shall submit a Bid as set forth on the Bid Form. Discrepancies between words and figures will be resolved in favor of words.
- 16.03 The Bid Price will be adjusted for exceptions taken to the days or dates established in the Agreement for delivery of acceptable Goods. The adjustment amount will be determined based upon the rates established for liquidated damages in the Agreement, or other reasonable basis.
- 16.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder's proposed subcontractors,

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suppliers, individuals, or entities to furnish parts of the Goods in accordance with the Contract Documents.

- 16.05 More than one Bid for the same Goods from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 17 - AWARD OF CONTRACT

- 17.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, not to be responsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Buyer to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or other material changes to technical or contractual requirements.
- 17.02 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of Buyer.
- 17.03 If the Contract is to be awarded, Buyer will issue a Notice of Award per Section 00 51 00 to the Successful Bidder within 35 days after Bid opening.

ARTICLE 18 - CONTRACT SECURITY AND INSURANCE

- 18.01 Article 4 of the General Conditions sets forth Buyer's requirements as to performance and payment bonds and insurance. The Successful Bidder shall provide the required bonds and insurance requested in the Notice of Award.

ARTICLE 19 - SIGNING OF AGREEMENT

- 19.01 When Buyer issues a Notice of Award to Successful Bidder, it shall include instructions and conditions for submission of required documents and execution of the Agreement.

ARTICLE 20 – SPECIAL REQUIREMENTS

| SUBJECT MATTER | LOCATION OF INFORMATION |
|---------------------------|----------------------------------|
| Buyer is Sales Tax Exempt | Section 00 72 00, paragraph 5.05 |

END OF SECTION

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**SECTION 00 41 63
BID FORM**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted by: _____

This Bid is submitted to:

Frankford Plant Board
305 Hickory Drive, Frankfort, KY 40601
Attention: Ms. Leigh Ann Phillips, Purchasing Agent

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included in the Bidding Documents to furnish Goods as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.
- 2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods in accordance with the schedule set forth in the Agreement.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

| Addendum No. | Date |
|--------------|------|
| | |
| | |

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- B. If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and the furnishing of Goods.
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination with the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods for which this Bid is submitted.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will furnish the Goods in accordance with the Contract Documents for the following price(s) including all duties and taxes but excluding Sales Tax.

| | |
|---|-------------------------------|
| Furnish substation structures and equipment as specified. | |
| LUMP SUM BID PRICE _____ _____ and _____/100 (Use words) | \$ _____ (Use figures) |

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees to provide all required Shop Drawings and samples within the time(s) set forth in the Procurement Agreement. If the delivery is less than that set forth in Article 5 of the Agreement, the proposed delivery time is:

Design calculations with structural loadings and anchor bolt plan:..... _____ Days

Remaining shop drawings:..... _____ Days

5.02 Bidder agrees that the Goods will be delivered to the point of delivery within the time set forth in the Agreement. If the delivery time is less than that set forth in Article 5 of the Agreement, the proposed delivery time is:

Substation structures: _____ Days

Substation remaining equipment: _____ Days

5.03 BIDDER accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

1. Section 00 43 93 Bid Submittal Checklist
2. Section 00 45 05 Exceptions and Deviations
3. Section 00 45 10 Data and Information Forming Part of the Bid
4. Section 00 45 13 Bidder's Qualifications
5. Section 00 45 19 Non Collusion Affidavit
6. The Bidder shall furnish with its Proposal a bill of materials that shall be complete and include material descriptions, quantities, weights, manufacturer names, and catalog types. The bill of materials shall be submitted for the Buyer's analysis of bids only and shall not become part of the bound Contract Documents.

ARTICLE 7 – DEFINED TERMS

The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Email: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Email: _____

Business address: _____

Phone: _____ Email: _____

Date of Qualification to do business is _____.

NAME, PHONE, EMAIL, AND MAILING ADDRESS FOR RECEIPT OF OFFICIAL COMMUNICATIONS:

END OF SECTION

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“NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM”

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor’s specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES"**

"A certification of Nonsegregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all subcontractors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

Do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the contractor to develop a written Affirmative Action Compliance Programs in those cases where the contractor has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS / PHONE: _____

Authorized Representative's
NAME (PRINT OR TYPE): _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

If you received this as part of an Invitation to Bid, please RETURN with your BID.

OTHERWISE

Please return to: Personnel Officer/EEO Coordinator
FRANKFORT PLANT BOARD
P.O. BOX 308
Frankfort, KY 40602

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

- B. In consideration of the undersigned being placed in the **FRANKFORT PLANT BOARD's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **FRANKFORT PLANT BOARD**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

**SECTION 00 43 93
BID SUBMITTAL CHECKLIST**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

**BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS ARE FULLY COMPLETED,
INCLUDED IN AND MADE A PART OF ITS BID.**

- Section 00 41 63 – Bid Form
- General Safety Program Notice
- U.S. Labor Bid Documentation
- Equal Employment Opportunity Documentation (Exhibits 1, 2, 3, and 4)
- Evidence of ability to meet insurance requirements of the General Conditions
- Section 00 45 05 – Proposed Exceptions And Deviations
- Section 00 45 10 – Data and Information Forming Part of the Bid
- Section 00 45 13 – Bidder’s Qualifications
- Section 00 45 19 – Non-Collusion Affidavit
- Identify any Attachments below submitted by Bidder that are to be made part of its Bid (list items below or indicate “None”)
- The Bidder shall furnish with its Proposal a bill of materials that shall be complete and include material descriptions, quantities, weights, manufacturer names, and catalog types. The bill of materials shall be submitted for the Buyer’s analysis of bids only and shall not become part of the bound Contract Documents.

The original and one complete copy marked “Duplicate” of the above have been submitted to the Buyer in accordance with the Instructions to Bidders, Section 00 21 13.

Confirmed by Bidder _____

END OF SECTION

**SECTION 00 45 10
DATA AND INFORMATION FORMING PART OF THE BID**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

- A. Submit certifications or evidence of ability to meet bonding and insurance requirements of the General and Supplementary Conditions.

- B. The following manufacturers are proposed to be employed to furnish components of the Goods:

| Name | Address | Type of Components | Percent of Total Cost of Goods |
|------|---------|--------------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

END OF SECTION

**SECTION 00 45 13
BIDDER'S QUALIFICATIONS**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

THE FOLLOWING STATEMENTS OF EXPERIENCE AND GENERAL QUALIFICATIONS OF BIDDER ARE SUBMITTED AS PART OF THE BID AND BIDDER REPRESENTS AND GUARANTEES THE TRUTHFULNESS AND ACCURACY THEREOF.

- A. Bidder has been in business continuously from the year _____.
- B. Bidder has had experience in manufacturing equipment comparable to that required by the Contract Documents as a prime manufacturer for _____ years, as a component manufacturer for _____ years, or as an equipment supplier for _____ years.
- C. Following is a list of the equipment Bidder has manufactured or supplied which is similar in character and in magnitude to that required by the Contract Documents:

| Year | Name | Location | Contract Amount |
|------|------|----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

D. Field Services Personnel

Bidder shall submit

1. evidence that Bidder maintains and has readily available trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished and capable of directing any major or minor repair work which may be required on the Goods;
2. locations of trained field service personnel and suitable shop facilities nearest the Project site, capable of repair or replacement of any part of the equipment to be furnished; and
3. evidence that the proposed field service personnel and shop facilities have had experience in the repair of comparable equipment over a period of time to ensure the dependability of the work if the field service personnel or shop facilities are not owned by Bidder or the original manufacturer and are to be maintained by contract.

END OF SECTION

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

I, _____, being duly sworn depose and under the penalty of perjury say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on this Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on this Project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Attest:

Sworn to me this _____ day of

Company Name

Signature and Company Position

Type Name Company Position

Date: _____

By: _____

**SECTION 00 52 63
AGREEMENT**

PROCUREMENT CONTRACT NO. 325768-P1

**SUBSTATION STRUCTURES AND EQUIPMENT
MYRICK SUBSTATION
FRANKFORT PLANT BOARD**

THIS AGREEMENT between Frankfort Plant Board (Buyer”), and _____ (“Seller”).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS

1.01 Seller shall furnish the Goods as specified or indicated in the Contract Documents. The Goods to be furnished are generally described in the Summary of Work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Goods to be provided under the Contract Documents may be the whole or only a part is generally described in the Summary of Work.

ARTICLE 3 - ENGINEER

3.01 The Contract Documents for the Goods have been specified by Leidos Engineering (Leidos), who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods.

ARTICLE 4 - POINT OF DESTINATION

4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Myrick Substation, Frankfort, Kentucky 40602

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ARTICLE 5 - CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, the delivery of Goods as stated in the Contract Documents are of the essence of the Contract.

5.02 *Days for Submittal of Shop Drawings*

- A. All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for Engineer’s review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

5.03 *Date for Delivery of Goods*

- A. The Goods are to be delivered to the Point of Destination and ready for Buyer’s receipt of delivery on (or within 15 days prior to) January 8, 2019.

5.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller’s specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages **for delay** (but not as a penalty) Seller shall pay Buyer 0.5% of the total contract amount for each week that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods.

ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods in accordance with the Contract Documents in current U.S. funds as follows:

_____ and _____/100 Dollars (\$_____)
(Use words) (Use figures)

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ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.2 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to **90-percent** of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 - INTEREST

- 8.01 All monies not paid when due, as provided in Article 10 of the General Conditions, shall bear interest at the rate of five percent per annum.

ARTICLE 9 - SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods.

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- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - Notice of Award
 - This Agreement
 - Documentation submitted by Seller prior to Notice of Award (including portions of Seller's Bid)
 - Insurance Certificate or other Evidence
 - General and Supplementary Conditions
 - Specifications as listed in the table of contents
 - The following which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto.
 - Notice to Proceed
 - Written Amendment(s)
 - Change Order(s)
 - Field Order(s)
 - Engineer's Written Interpretation(s)
- B. The documents listed in 10.01.A are attached to this Agreement (except as expressly noted otherwise above.)
- C. There are no Contract Documents other than those listed in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Defined Terms

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- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

11.02 *Assignment*

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (Date)

Buyer: _____

Seller: _____

By: _____
[Corporate Seal]

By: _____
[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notice:

Address for giving notice:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____
Email: _____

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____
Email: _____

END OF SECTION

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Seller's Application For Payment No. _____

| | | |
|-----------------------|-----------------------|-------------------------|
| | Application Period: | Application Date: |
| To (Buyer): | From (Seller): | Via (Engineer) |
| Project: | Contract: | |
| Buyer's Contract No.: | Seller's Project No.: | Engineer's Project No.: |

APPLICATION FOR PAYMENT

| Change Order Summary | | | |
|------------------------|-----------|------------|---|
| Approved Change Orders | | | 1. ORIGINAL CONTRACT PRICE \$ |
| Number | Additions | Deductions | 2. Net change by Change Orders \$ |
| | | | 3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ |
| | | | 4. TOTAL COMPLETED AND STORED TO DATE |
| | | | (Column F on Progress Estimate) \$ |
| | | | 5. RETAINAGE: |
| | | | a. _____ % x \$ _____ Goods \$ |
| | | | b. _____ % x \$ _____ Special Services \$ |
| | | | c. Total Retainage (Line 5a + Line 5b) \$ |
| | | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ |
| TOTALS | | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ |
| | | | 8. AMOUNT DUE THIS APPLICATION \$ |
| NET CHANGE BY | | | 9. BALANCE TO FINISH, PLUS RETAINAGE |
| CHANGE ORDERS | | | (Column G on Progress Estimate + Line 5 above) \$ |

SELLER'S CERTIFICATION

The undersigned Seller certifies that: (1) all previous progress payments received from Buyer on account of Goods and Special Services under the Contract have been applied on account to discharge Seller's legitimate obligations incurred in connection with work covered by prior Applications for Payment; (2) title of Goods and Special Services or otherwise listed in or covered by this Application for Payment will pass to Buyer at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Buyer indemnifying Buyer against any such Liens, security interest or encumbrances); and (3) all Goods and Special Services covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| | |
|---|-----------------|
| Payment of: \$ _____ (Line 8 or other - attach explanation of other amount) | |
| is recommended by: _____ <div style="text-align: center;">(Engineer)</div> | _____ (Date) |
| Payment of: \$ _____ (Line 8 or other - attach explanation of other amount) | |
| is approved by: _____ <div style="text-align: center;">(Buyer)</div> | _____ (Date) |
| Approved by: _____ <div style="text-align: center;">Funding Agency (if applicable)</div> | _____ (Date) |

By: _____

Date: _____

**REQUEST FOR
INTERPRETATION/INFORMATION**

RFI #: _____ Attachment

To: _____
Attn: _____
Project: _____

From: _____
Issue Date: _____
Required Reply Date: _____

DISTRIBUTION:

Seller

Engineer

Buyer

| | | |
|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

REFERENCES:

- Specifications: _____ Section: _____ Page/Paragraph: _____
- Drawings: _____ Issue Date: _____ Detail/Sections: _____
- Work Area: _____ Grid/Level: _____

RFI DESCRIPTION:

From: _____ Tel No: _____ Fax: No: _____

Initial: _____ E-mail: _____



RFI REPLY:

Possible Cost Effect Yes: No:

Possible Schedule Effect Yes: No:

From: _____ Reply Date: _____ xc: _____

Initial: _____

CHANGE REQUEST (Design Changes/Deviations/Or-Equals/Substitutions)

CR NO.
DATE

Project:

Request Initiated by:
 Seller
 Buyer
 Engineer

Impact to Contract Price expected
 Impact to Contract Time expected
Change Orders will be processed separately

Request submitted as (format):

Description of Change (documentation attached)

Reason for Change

Response: This constitutes a Written Amendment to the Agreement.

Review of the proposed change/deviation/or-equal/substitution by Engineer is for general compatibility with the design concept of the Project and does not extend to design data which is peculiarly within the special expertise of Seller, nor does it extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the Seller from its responsibility for full compliance with the requirements specified and to determine and verify the information contained therein.

| | |
|---|--|
| <p>Recommended By Engineer for Acceptance (subject to above comments if any) <input type="checkbox"/> recommended for processing and approval under a separate Change Order</p> <p>NAME:</p> <p><i>Signature</i> <i>Date</i></p> | <p><input type="checkbox"/> Approved by Buyer (no schedule or cost impact) <input type="checkbox"/> Acknowledged by Buyer – to be processed and approved under a separate Change Order</p> <p>NAME:</p> <p><i>Signature</i> <i>Date</i></p> |
| <p>Approved by Seller <input type="checkbox"/> Change Order to be requested</p> <p>NAME:</p> <p><i>Signature</i> <i>Date</i></p> | |

Change Order No. _____

| | | | |
|--|--------|-------------------------|--|
| Date of Issuance: | | Effective Date: | |
| Project: | Buyer: | Buyer's Contract No.: | |
| Contract: | | Date of Contract: | |
| Seller: | | Engineer's Project No.: | |
| The Contract Documents are modified as follows upon execution of this Change Order: | | | |
| Description: | | | |
| Attachments: (List documents supporting change): | | | |

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|--|--|
| Original Contract Price: \$ | Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date): |
| [Increase] [Decrease] from previously approved Change Orders No. ## to No. ##: \$ | [Increase] [Decrease] from previously approved Change Orders No. ## to No. ##: Substantial completion (days): Ready for final payment (days): |
| Contract Price prior to this Change Order: \$ | Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date): |
| [Increase] [Decrease] of this Change Order: \$ | [Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date): |
| Contract Price incorporating this Change Order: \$ | Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date): |

| | | |
|---|---|--|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: _____ Engineer (Authorized Signature) | By: _____ Buyer (Authorized Signature) | By: _____ Seller (Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |
| Approved by Funding Agency (if applicable): _____ | | Date: _____ |

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Change Request must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Seller, or requests from Buyer, or both.

Once Engineer has completed and signed the form, all copies should be sent to Buyer or Seller for approval, depending on whether the Change Order is a true order to the Seller or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.
This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SECTION 00 72 00

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and

Issued and Published Jointly By



AMERICAN CONSULTING
ENGINEERS COUNCIL



**National Society of
Professional Engineers®**



**American Society
of Civil Engineers**

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specifications Institute



EJCDC No. P-700 (2000 Edition)

EJCDC P-700 Standard General Conditions for Procurement Contracts
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Modifications shown are considered "Supplementary Conditions" and have been made by Leidos on behalf of Buyer
in conjunction with Buyer's legal counsel and insurance advisors

00 72 00-1

These Standard General Conditions For Procurement Contracts have been prepared for use with the Suggested Instructions to Bidders For Procurement Contracts (EJCDC No. P-200 2000 Edition), the Suggested Form of Agreement Between Buyer and Seller For Procurement Contracts (EJCDC No. P520, 2000 Edition), and the Guide to Preparation of Supplementary Conditions For Procurement Contracts (EJCDC No. P-800, 2000 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Additional information concerning the use of the EJCDC Procurement Documents may be found in the Commentary on Procurement Documents (EJCDC No. P-001).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 - 15th Street N.W., Washington, D.C. 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 201914344

NOTE:

EJCDC publications may be ordered from any of the three sponsoring organizations above and from CSI headquarters at 99 Canal Center Plaza, Suite 300, Alexandria, VA 22314.

EJCDC P-700 Standard General Conditions for Procurement Contracts
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Modifications shown are considered "Supplementary Conditions" and have been made by Leidos on behalf of Buyer in conjunction with Buyer's legal counsel and insurance advisors

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EJCDC STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Those written or graphic instruments issued prior to the opening of Bids in accordance with the Bidding Requirements which clarify or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.

3. *Application for Payment*--The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*--An offer or proposal submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

5. *Bidder*--A person who submits a Bid directly to Buyer.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Form of Bid security, if any, and Bid Form with any supplements.

8. *Buyer*--The person or public entity purchasing the Goods and Special Services.

9. *Change Order*--A document recommended by Engineer which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract

Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A written demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

11. *Contract*--The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--Those items listed in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Files in electronic media format of text, data, graphics, and the like are not Contract Documents, and may not be relied on by Seller. Approved Shop Drawings and other Seller's submittals are not Contract Documents.

13. *Contract Price*-- The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.

14. *Contract Times*--The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.

15. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, intent, and character of the Goods and Special Services to be furnished by Seller.

16. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the 2 parties to sign and deliver.

17. *Engineer*--The person designated as such in the Agreement.

18. *Field Order*--A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times. Also referred to as a "Change Request".

19. *General Requirements*--Sections of Division 1 of the Specifications. The General

Requirements pertain to all sections of the Specifications.

20. *Goods*--The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.

21. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

22. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.

23. *Notice of Award*--The written notice by Buyer to the apparent Successful Bidder stating that upon timely compliance by the apparent Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.

24. *Notice to Proceed*--A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.

25. *Point of Destination*--The specific address of the location where delivery of the Goods shall be made as stated in the Agreement.

26. *Project*--The total undertaking of which the Goods and Special Services to be provided under the Contract are a part.

27. *Project Manual*-- The bound documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

28. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and which establish the standards by which such portion of the Goods or Special Services will be judged.

29. *Seller*--The person furnishing the Goods and Special Services.

30. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods or Special Services.

31. *Special Services*--Services associated with the Goods to be furnished by Seller as required by the Contract Documents, under the supervision and direction of Buyer or Buyer's construction contractor under a separate contract to perform the installation or construction for which the Goods under this Contract are being furnished.

32. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative details applicable thereto.

33. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid, to whom Buyer makes an award.

34. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions identified herein by double-underlined text for additions and struck out text for deletions. Additional Supplements may be included in Section 00 73 00.

35. *Written Amendment*--A written statement modifying the Contract Documents, signed by Buyer and Seller on or after the Effective Date of the Agreement and normally dealing with the administrative aspects of the Contract Documents.

36. *Warranty Period*--referred to as "Correction Period" per paragraph 8.03.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods or Special Services. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Goods or Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or

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adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

3. The word “non-conforming” when modifying the words “Goods” or “Special Services” refers to Goods or Special Services that fail to conform to the Contract Documents.

4. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.

B. *Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Seller delivers the executed Agreements to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 Copies of Documents

A. Buyer shall furnish Seller up to 5 copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Designated Representatives

A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.05 Before Starting Fabrication/Assembly of Goods

A. *Seller's Review of Contract Documents:* Before commencing performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent requirements therein and, if specified, all applicable field measurements. Seller shall promptly report in writing to Buyer and Engineer any conflict, error, ambiguity or discrepancy which Seller may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any work affected thereby.

2.06 Progress Schedule

A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.

B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 Preliminary Conference

A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

D. The Specifications are directed to Seller unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases of sections within these divisions.

3.02 Laws and Regulations, Standards, Specifications and Codes

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract

Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract or of any standard, specification, manual or code, or of any instruction of any supplier, Seller shall promptly report it to Buyer in writing for Engineer's review. Seller shall not proceed with the furnishing of the Goods or Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued. Seller shall not be liable to Buyer or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy unless Seller knew or reasonably should have known thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Clarifying Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods or Special Services or to modify the terms and conditions thereof by a Written Amendment or a Change Order.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods or Special Services not affecting Contract Price or Contract Times may be authorized, by one or more of the following ways: 1) a Field Order; 2) Engineer's approval of a Shop Drawing pursuant to Paragraph 5.06.D.2; or 3) Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 Bonds

A. Seller shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price, to Buyer. The bonds shall be delivered in accordance with Paragraph 2.01 and shall remain in effect at

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least 1 year after the date final payment is due, except as provided otherwise by Laws or Regulations.

B. The bonds shall be issued in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on a bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall provide another bond and surety which comply with those requirements within 20 days, at Seller's expense.

4.02 Insurance

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated below, ~~in the Supplementary Conditions.~~

B. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods or Special Services, or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods or Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such

person by Seller, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

C. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 4.02.B.3 through 4.02.B.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds using ISO Endorsement CG2032 0798 or equivalent, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Buyer and Seller and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph 4.02.E will so provide);

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraphs 8.02 and 8.03; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least 2 years

after final payment (and Seller shall furnish Buyer and each other additional insured identified herein, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and 1 year thereafter).

D. The limits of liability for the insurance required by Paragraph 4.02.B shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 4.02.B.1 and B.2:

| | |
|-----------------------------|--------------------|
| <u>State</u> | <u>Statutory</u> |
| <u>Applicable Federal</u> | <u>Statutory</u> |
| <u>Employer's Liability</u> | <u>\$1,000,000</u> |

2. Seller's Commercial General Liability under Paragraphs 4.02.B.3 through B.6 which shall include Bodily Injury and Death, Property Damage, Contractual Liability, (including Explosion, Collapse and Underground Coverages and Products Liability and Completed Operations Liability coverages) and eliminate the exclusion with respect to property under the care, custody and control of Seller.

\$3,000,000

3. Automobile Liability under Paragraph 4.02.B.6

\$3,000,000

E. Seller shall deliver to Buyer, with copies to each additional insured identified, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

F. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates required by Paragraph 4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 Supervision and Superintendence

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures used in performing its obligations. Seller shall be responsible to see that the completed Goods and Special Services conform to the Contract Documents.

5.02 Labor, Materials and Equipment

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.

B. All equipment, products and material incorporated into the Goods shall be as specified, or if not specified, shall be new, of good quality and stored, protected, assembled, used, connected, applied, cleaned and conditioned in accordance with the original manufacturer's instructions, except as otherwise may be provided in the Contract Documents.

5.03 Compliance with Laws and Regulations, Standards, Specifications and Codes

A. Seller shall comply with all Laws and Regulations applicable to the furnishing of the Goods and Special Services.

5.04 Or Equals

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; and 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and

b. Seller certifies that: 1) there is no increase in any cost including capital, installation or operating

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to Buyer; and 2) the proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of acceptability. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any ~~negative~~ determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

5.05 Taxes

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. ~~All taxes are included in the Contract Price. Buyer is a public entity exempt from sales tax and will provide the required exemption certificate and number to the Seller. Seller shall pay all other taxes and duties required to be paid by in accordance with the Laws and Regulations.~~

5.06 Shop Drawings and Samples

A. Seller shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

b. that all materials are suitable with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.

3. Each submittal shall include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples.

2. Engineer's approval of Shop Drawings or Samples will be subject to the standard of Paragraph 1.02.A.1. Such review and approval will not extend to design data reflected in Shop Drawings which is peculiarly within the special expertise of Seller or any party dealing directly with Seller. Review for conformance with design concepts and compliance with Contract Documents does not require Engineer to review features related to construction or all dimensions, quantities and other data. Seller shall not rely on Engineer's approval as a verification or check of all such items in the submittal or of satisfactory and safe installation and construction. Engineer's approval will not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has in writing called Engineer's attention to each

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such variation at the time of each submittal as required by Paragraph 5.06.C.1 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval.

E. Resubmittal Procedures

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

2. It is expected that only 1 resubmittal of any Shop Drawing or Sample will be required to satisfactorily revise the original submittal. Charges for extra work incurred by Buyer, including but not limited to work by Engineer to review more than 1 re-submittal may be deducted by Buyer from amounts payable to Seller.

5.07 Continuing Performance

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A. and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.

B. Seller shall carry on the work and adhere to the progress schedule during all disputes or disagreements with Buyer. No work shall be delayed or postponed pending resolution of any disputes or disagreements.

5.08 Seller's Warranties and Guarantees

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, including any Samples approved by Engineer, and the Goods will be without defect, damage or malfunction and of merchantable quality. Engineer shall be entitled to rely on representation of Seller's warranty and guarantee.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification or improper maintenance or operation by persons other than Seller, or
2. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods or Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;
2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer;
4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
6. any inspection, test or approval by others; or
7. any correction of non-conforming Goods or Special Services by Buyer.

E. Buyer shall within a reasonable time notify Seller of any breach of Seller's warranties or guarantees. If Buyer receives notice of a suit or claim as a result of such breach, Buyer also may give Seller notice in writing to defend such suit or claim. If Seller fails to defend such suit or claim, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit.

5.09 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, shareholders, partners, employees, agents, consultants, contractors and subcontractors from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to a negligent act or omission or the breach of any obligation under this Contract by Seller, or its officers,

directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Seller is responsible, provided that any such claim, cost, loss, or damage;

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods or Special Services themselves), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of Seller or any individual or entity directly or indirectly employed to furnish any of the Goods or Special Services or anyone for whose acts Seller may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. The indemnification obligations of Seller under paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 Shipping

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery. Goods shall be packed, transported, and handled in accordance with manufacturer's instructions.

6.02 Delivery

A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.

B. Seller shall provide written notice to Buyer at least 15 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also

include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated hour of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times set forth in the Agreement, or another date agreed by Buyer and Seller.

E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 Risk of Loss

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods.

HARTICLE 7 - CHANGES: SCHEDULE AND DELAY **ARTICLE 7 - CHANGES: SCHEDULE AND DELAY**

7.01 Changes in the Goods and Special Services

A. Buyer may at any time, without notice to any surety, make changes in the Contract Documents within the general scope of the Contract.

B. If any such change or action by Buyer affects the Contract Price or Contract Times, Seller shall notify Buyer within 15 days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Buyer within 45 days after such occurrence. If Seller fails to do so, Seller waives any Claim for such adjustment.

C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments.

7.02 Changes in Laws and Regulations

A. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of furnishing the Goods and Special Services shall be the subject of an adjustment in Contract Price or

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Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.A.

7.03 Changing Contract Price or Contract Times

A. The Contract Price or Contract Times may only be changed by:

1. a Change Order;
2. a Written Amendment; or
3. a written unilateral order of Buyer, in which case Seller shall be entitled to an equitable adjustment in Contract Price or Contract Times for any reasonable and necessary costs or delays incurred by Seller to accommodate such a change.

B. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include fire, floods, epidemics, abnormal weather conditions, acts of God, acts of war, acts of terrorism, and directions by government authority and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of the beginning of the event causing the delay, stating the reason therefor.

C. Contract Times will not be modified for delays within the control of Seller, including labor strife, transportation shortages or delays at Seller's facilities. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

D. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.

E. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, acts of terrorism, and direction by government authority and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 Inspections and Testing

A. General

1. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall bear all expenses, except for travel, lodging and subsistence expenses of Buyer's representatives, for inspections and tests at Seller's facility, but Buyer shall be entitled to reimbursement from Seller of travel, lodging and subsistence expenses of Buyer's representatives if the Goods are non-conforming.

3. Buyer shall be entitled to reimbursement from Seller for Buyer's expenses for re-inspection or re-testing if, on the basis of an initial inspection or testing, the Goods are determined to be non-conforming.

4. Seller shall provide Buyer 30 days written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections and approvals of the Goods which are to be conducted at the Point of Destination.

6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery

1. Buyer or Engineer will inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such inspection will not be construed as final or as receipt of any Goods and

Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within 10 days of such inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming.

3. If, on the basis of the inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as intended, Buyer or Engineer will make a final inspection.

2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 Non-Conforming Goods or Special Services

A. If, on the basis of inspections and testing prior to delivery, the Goods appear to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods are non-conforming, Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods, or, if rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods or to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods or Special Services

1. If Buyer elects to permit the Seller to modify the Goods to remove the non-conformance, Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods

1. Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods or Special Services, including the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, or the obtaining of conforming Special Services from others.

8.03 Correction Period

A. Seller's responsibility for correcting all non-conformities in the Goods will extend for a period of 1 year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws

or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

9.01 Duties and Responsibilities

A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) issuance of approved Shop Drawings when such change or deviation was duly noted by Seller as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

A. Engineer will have the authority to disapprove or reject Goods or Special Services which Engineer believes to be non-conforming.

9.05 Decisions on Requirements of Contract Documents

A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.

B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant

to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 Claims and Disputes

A. *Notice:* Written notice of each Claim, dispute or other matter relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.

B. *Engineer's Decision:* Engineer will render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Engineer's written decision on such Claim, or dispute, or other matter will be final and binding upon Buyer and Seller unless:

1. an appeal from Engineer's decision is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13.;

~~2. if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by Buyer or Seller to the other and to Engineer within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by Buyer and Seller), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.~~

C. If Engineer does not render a formal decision in writing within the time stated in Paragraph 9.06.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. Engineer will have no responsibility or authority:

1. to direct Seller's means, methods, techniques, sequences or procedures for furnishing the Goods or Special Services or for safety precautions and programs incident thereto.

2. to inspect, observe, approve or verify compliance of any maintenance, operation or safety practices or procedures related to furnishing the Goods and Special Services.

3. to perform any construction operations at the Project site or provide construction site security with its personnel.

4. to order changes in the Goods or Special Services which will result in changes to Contract Price or Times.

5. to suspend all or any portion of Seller's operations.

6. to terminate all or any portion of the Agreement.

7. to make final acceptance of all or any portion of the Goods and Special Services. or

8. to operate or maintain any portion of the Goods.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.

~~1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents~~

2. The ~~second~~ first Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice or other documentation satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods

from Seller and that the Goods are free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

A. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended; and

2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are

found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 Amount and Timing of Progress Payments

A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 Suspension of or Reduction in Payment

A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents,

2. Buyer has requested in writing assurances from Seller that the Goods or Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within 10 days of Buyer's written request.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 Final Application for Payment

A. After Seller has corrected all non-conformities to the satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, including those specified in Section 01 33 00, Engineer will issue to Buyer and Seller a notice of acceptability. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled claims and such other data and information as Buyer or Engineer may reasonably require.

10.06 Final Payment

A. If, on the basis of the review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods and Special Services have been furnished in accordance with the Contract Documents, and that Seller's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer.

10.07 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens and Claims, from non-conformities in the Goods or Special Services appearing after final payment, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Seller against Buyer other than those previously made in accordance with the requirements herein and expressly noted in writing by Seller as still unsettled in its final Application for Payment.

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 Cancellation

A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for Goods, specially manufactured for the Project, plus any documented reasonable direct and indirect costs incurred by Seller in producing such Goods not recovered by payment for the reasonable value of the Goods.

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2. For Goods which are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Contract, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract. ("Reasonable grounds" shall not include a pending dispute or disagreement with Buyer) and,

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within 10 days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:

- a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
- b. failure to make payments in accordance with the Contract Documents, or
- c. wrongful repudiation of the Contract.

2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure the alleged breach.

B. Seller's Breach

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:

- a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
- b. wrongful repudiation of the Contract, or
- c. delivery or furnishing of non-conforming Goods or Special Services.

2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure the alleged breach.

b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 Intellectual Property and License Fees

A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.

B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods delivered hereunder.

B. In the event of suit or threat of suit for intellectual property infringement, Buyer will notify Seller within a reasonable time of receiving notice thereof.

C. Upon written demand from Buyer, Seller shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written demand by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written demand by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 Buyer's Infringement

A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

B. In the event of suit or threat of suit for intellectual property infringement, Seller must within a reasonable time after receiving notice thereof notify Buyer.

C. Upon written demand from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Buyer fails to defend such suit or claim after written demand by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written demand by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 Reuse of Documents

A. Neither Seller nor any other person furnishing any of the Goods or Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 Dispute Resolution Method

A. Disputes between Buyer and Seller will be resolved by i) Engineer's review and judgment as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraphs 9.05 and 9.06, Buyer and Seller may exercise such rights or remedies as they have under Controlling Law; ii) senior management mediation; iii) formal mediation; and iv) arbitration, as set forth below.

B. If an Engineer's decision is appealed in accordance with Paragraph 9.06, the Buyer and Seller shall then attempt to resolve the dispute directly. If the Buyer and Seller are unable to resolve such dispute within 15 days, unless such time period is extended by agreement of both parties, the dispute shall be submitted to the senior management of the both the Buyer and Seller for resolution.

13.02 Mediation

A. If any dispute cannot be resolved by senior management after 15 days, Buyer and Seller agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation by the American Arbitration Association under the Construction Industry Mediation Rules prior to either of them initiating against the other a demand for arbitration pursuant to Paragraph 13.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in Paragraphs 13.03.B and 13.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation as determined by the mediator in writing. The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

13.03 Arbitration

A. All Claims or counterclaims, disputes, or other matters in question between Buyer and Seller arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 10.07) not resolved under the provisions of Paragraph 13.02 will be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, subject to the conditions and limitations of this Paragraph. This agreement to arbitrate and any other agreement or consent to

arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.05 will be made until the earlier of: (i) the date on which Engineer has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to Engineer if a written decision has not been rendered by Engineer before that date. Subject to the provisions of Paragraph 13.02.A, no demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.06; and the failure to demand arbitration within said 30 day period will result in Engineer's decision being final and binding upon Buyer and Seller. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

C. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph 13.03.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

D. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

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Modifications shown are considered "Supplementary Conditions" and have been made by Leidos on behalf of Buyer in conjunction with Buyer's legal counsel and insurance advisors

E. The award rendered by the arbitrator shall be in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

F. The award will be consistent with the agreement of the parties and final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Goods or Special Services and termination or completion of the Agreement.

END OF SECTION

ARTICLE 14 - MISCELLANEOUS

14.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Controlling Law

A. This Contract is to be governed by the law of the state in which the Point of Destination is located.

14.03 Computation of Time

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by, or given in

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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Description of Goods
- B. Work by Buyer

1.02 DESCRIPTION OF GOODS

- A. Design, manufacture, test, deliver F.O.B. to Buyer's site the following goods:
 - 1. New free standing steel substation structures as shown in Contract Drawings and new bus-tie switch and CT box truss for existing lattice type structure.
 - 2. Anchor bolts, nuts and flat washers for all steel structures provided and for one 69-kV circuit breaker.
 - 3. Rigid and flexible aluminum and flexible copper conductor, connectors, and hardware;
 - 4. Insulators, electrical equipment and related hardware;
 - 5. Phase tags, switch and equipment identification tags with mounting hardware;
 - 6. Gang-operated air break switches, and switch operator platforms;
 - 7. 69 kV CT's
 - 8. Junction boxes
- B. Provide manufacturers' data, Shop Drawings, and Goods documentation.
- C. Provide warranties on Goods.

1.03 WORK BY BUYER

- A. The Buyer will furnish all 69 kV metering CT/PT combo units.
- B. The Buyer or Buyer's Construction Contractor will be responsible for:

1. Receipt of the Goods
2. Site preparation
3. Foundation construction
4. Substation erection
5. Substation final testing and cutover

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Shop Drawings and Samples
- C. Operation and Maintenance Manual(s)
- D. Project Record Documents

1.02 SUBMITTAL PROCEDURES

- A. Attach a completed Transmittal Form to each group of documents submitted, using a sufficient number of transmittal forms so that:
 - 1. Items on a single transmittal form pertain to the same section of the Contract Documents; and
 - 2. Items on a single transmittal form are either original submittals or the same number resubmittal.
- B. Schedule submittals to expedite furnishing the Goods and coordinate submission of related items. Deliver each submittal to Engineer with copy to Buyer at following addresses
 - 1. Address correspondence to Engineer as follows:


Leidos Engineering, LLC
131 Saundersville Road, Suite 300, Hendersonville, TN 37075
Attention: Adam Stevenson, Project Manager
Phone: (615) 431-3224 Email: adam.w.stevenson@leidos.com
 - 2. Address correspondence to Buyer as follows:

Frankfort Plant Board
305 Hickory Drive, Frankfort, KY 40601
Attention: Travis McCullar, System Engineer
Phone: (502) 352-4608 Email: tmccullar@fewpb.com
- C. Submit items on sheet size of not less than 8-1/2 by 11 inches and not more than 24 by 36 inches. Provide space for Seller and Engineer review stamps.
- D. Number each submittal item consecutively and insert the number in the space provided on the transmittal form. Assign resubmitted items the same submittal item number as the original with a suffix of a sequential letter to indicate it is a resubmitted item. For example, the first resubmittal of submittal item 25 would be number 25A.

- E. Submittals which are not transmitted using a fully completed transmittal form may be returned along with items not reviewed and will be counted as a submittal in accordance with the General Conditions.
- F. Revise and resubmit items as required. Identify all changes made since previous submittal. Distribute copies of reviewed submittal items to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 SHOP DRAWINGS AND SAMPLES

- A. Submit in accordance with paragraph 5.06 of the General Conditions.
- B. Submission of any Shop Drawing or Sample bearing Seller's approval shall constitute a representation to Buyer and Engineer that the requirements of paragraph 5.06.C the General Conditions has been fulfilled.
- C. Submit the following quantities:
 - 1. Shop drawings - One electronic copy (in PDF format) and two 11x17 paper copies including pre-printed manufacturers' data, brochures, suppliers' information, testing reports, certifications, and manufacturer's installation and testing instructions.
 - 2. Samples – two of each item required for evaluation
- D. Identify variations from Contract Documents in accordance with paragraph 5.06 C.4 of the General Conditions.
- E. Engineer will complete review in accordance with paragraph 5.06.D of the General Conditions and will return reviewed items to Seller with the following provided for each item submitted:

| | | |
|--|---|--------------|
| SUBMITTAL REVIEW BY ENGINEER | | |
| PROJECT | | |
| SUBMITTAL NO. | | |
| Review of this shop drawing/submittal by Engineer is for general conformance with the requirements specified and compatibility with the design concept of the completed project. This review does not extend to means, methods, sequences, or procedures of construction (except where specifically called for in the specified requirements) or to issues of safety incident thereto. This review shall not relieve the contractor from its responsibility for full compliance with the requirements specified and to determine and verify the information contained therein. Provide final disposition of the comments made prior to issuance for fabrication or construction. | | |
| ACTION: | | |
| <input type="checkbox"/> Approved <input type="checkbox"/> Approved, but <u>make corrections noted</u> (no resubmittal required) <input type="checkbox"/> Revise and Resubmit (see comments) <input type="checkbox"/> None <input type="checkbox"/> Not Required - <input type="checkbox"/> Information Only | | |
| REVIEWED BY: |  | Date: |

Where:

“Approved” indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents. Proceed as shown on the submittal.

“Approved, but make corrections noted” indicates submittal appears to be in conformance with requirements of the Contract Documents. Incorporate the corrections noted and proceed as shown on the submittal. No resubmittal is required.

“Revise and Resubmit” indicates submittal does not appear to be in conformance with the Contract Documents. Engineer's comments will be noted on the submittal or in a separate, cross-referenced document. Re-check, make necessary revisions and resubmit in accordance with **paragraph 5.06.E of the General Conditions.**

“None – Not Required or Information Only” indicates that the submittal is not called for by the Contract Documents and that Engineer has not reviewed the material.

- F. Submit “Or Equal” items in accordance with paragraph 5.04 of the General Conditions.

1.04 OPERATION, MAINTENANCE AND INSTALLATION MANUAL(S)

- A. Submit one draft copy of complete Operation, Maintenance and Installation Manuals 30 days prior to shipment of Goods, which will be reviewed and returned with Engineer comments. Revise as required and submit two sets of final Operation, Maintenance and Installation Manuals upon shipment of the Goods.
- B. Submit on 8-1/2-inch by 11-inch pages, bound in three slant D ring binders with durable plastic covers.
- C. Prepare binder cover with printed title “OPERATION, MAINTENANCE AND INSTALLATION MANUAL”, title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Prepare a Table of Contents for each volume, with material, equipment, or system description identified in three parts as follows:
 - Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Seller, subcontractors, and major component suppliers.

- Part 2: Operation, maintenance, and installation instructions arranged by item and subdivided by Specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - Significant design criteria
 - List of equipment
 - Parts list for each component
 - Operating instructions
 - Maintenance instructions
 - Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
 - Installation instructions
 - Material Safety Data Sheets
- Part 3: Project documents and certificates, including the following:
 - Shop drawings, material and equipment data, manufacturer prepared technical literature
 - Certified factory test results
 - Photocopies of warranties

F. Furnish duplicate copies of warranty documents which are executed and transferable from subcontractors, suppliers, and manufacturers.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain one set of the following documents for record purposes. Record actual revisions made to the Goods.
1. Drawings
 2. Specifications
 3. Changes to the Contract Documents
 4. Reviewed Shop Drawings and Samples
- B. Legibly mark Specifications and record at each “Part 2 - Products” section of the description of actual equipment and material furnished, including the following:
1. Manufacturer's name and equipment and material model and number
 2. Material and equipment substitutions or alternates utilized
 3. Changes made to the Contract Documents

- C. As-built drawings
 - 1. Five sets of 11-inch by 17-inch prints
 - 2. Electronic files in AutoCAD compatible format
- D. After the equipment has been placed into satisfactory operation, revise drawings to reflect field changes, if any, made to the Goods and submit copies of revised drawings for the Operations and Maintenance Manual(s).
- E. Submit full set of the project record documents to Engineer with claim for final Application for Payment in accordance with paragraph 10.05 of the General Conditions.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Seller's Qualifications
- B. Manufacturer's Field Services
- C. Source Quality Control Procedures

1.02 SELLER'S QUALIFICATIONS

- A. Meet the following criteria in connection with the Goods.
 - 1. Seller
 - a. Experience in supply or manufacturing of equipment comparable to that required by the Contract Documents as a prime manufacturer, as a component manufacturer, or as an equipment supplier.
 - 2. Manufacturer's field service engineers
 - a. Trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished, capable of directing any major or minor repair work which may be required on the Goods, and who have had experience in the repair of comparable equipment over a period of time.

1.03 SOURCE QUALITY CONTROL PROCEDURES

- A. Subject the Goods furnished under these Contract Documents to a complete factory-testing program.
- B. Do not initiate testing program prior to approval of key Shop Drawings by Engineer.
- C. Perform checks and tests in accordance with Specifications, manufacturer's recommendations, and referenced standards.
- D. Record and evaluate test results and advise Engineer immediately of any discrepancy between test results and test limits or the failure of any device or system under test. Include test limits for acceptability applicable to each test on the certified test records.
- E. If required by Specifications, furnish certificates from an independent testing agency which shall certify that the Goods have been examined and tested and are in conformance with the Specifications.

F. Take samples in accordance with the Specifications as selected by Engineer or independent testing agency. Furnish and ship at no additional cost to Buyer.

G. Factory Testing

1. Give notice and coordinate with the requirements of **paragraph 8.01 of the General Conditions**. If failure to give proper written notice results in the Goods being assembled or covered before a factory inspection or test, make the Goods ready for inspection or test and reassemble or recover at no additional cost to Buyer.

2. Furnish, set up and operate test equipment and facilities. If facilities for conducting required tests are unavailable to the manufacturer, conduct tests elsewhere or have them performed by an independent agency approved by Engineer.

3. Assume responsibility for protection of the Goods and safety of all personnel during factory testing program.

4. Grounds for rejection:

- a. failure to withstand tests
- b. failure to meet ratings
- c. failure to meet applicable standards

5. In the event of failure

- a. Submit revisions of documents requiring approval for changes required for rectification and obtain Engineer's approval before making such changes. Provide written details of any changes to be made not requiring approval. Notify Buyer and Engineer in writing before retesting.
- b. Retest after rectification in presence of Buyer or Engineer.
- c. Furnish new Goods which meet requirements of the Specifications if rejected Goods cannot be rectified to satisfaction of Buyer.

6. Assume responsibility for all costs associated with any failure, including, but not limited to

- a. loss or damage to the Goods resulting from testing;
- b. retesting;
- c. rectification;
- d. new Goods to replace damaged or non-rectifiable Goods;

- e. removal, furnishing, transportation, unloading, and installation of replacement Goods; and
 - f. witness of retesting by Buyer and Engineer including travel, lodging, meals, and payroll.
- H. Protect the Goods after testing and checking to provide that subsequent testing of other equipment or systems does not disturb, damage, or otherwise interfere with functional capability of the Goods.
- I. Submit certified test reports which define tests, list results, and are signed by Seller's representative. Furnish copies of raw data collected during tests when requested by Engineer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 65 00
PRODUCT DELIVERY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. Shipping
- B. Transportation and handling
- C. Storage and protection

1.02 SHIPPING

- A. Ship the Goods only after receiving written acknowledgment by Buyer of receipt of certified test reports.
- B. Buyer will accept shipments between 8:00 a.m. and 3:00 p.m. local time Monday through Thursday excluding observed holidays.
- C. Mark parts for ease of field assembly.
- D. Give notices required by the Procurement General Conditions.
- E. Accompany each shipment with a packing list of articles included in the shipment.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle Goods in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Goods comply with requirements, quantities are correct, and Goods are undamaged.
- C. Furnish equipment and personnel to handle Goods by methods to prevent soiling, disfigurement, or damage.
- D. Uncrate Goods and dispose of packing material properly.

1.04 STORAGE AND PROTECTION

- A. Store and protect Goods in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Goods in weather-tight, climate controlled enclosures.
- B. Cover Goods subject to deterioration with impervious sheet covering. Furnish ventilation to avoid condensation or potential degradation of Goods.

- C. Furnish equipment and personnel to store Goods by methods to prevent soiling, disfigurement, or damage.
- D. Arrange storage of Goods to permit access for inspection. Periodically inspect to assure Goods are undamaged and are maintained in acceptable conditions.
- E. Assume responsibility for loss and damage including but not limited to breakage, corrosion, weather damage, and distortion until delivered to Buyer.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

**SECTION 01 77 00
PROJECT CLOSEOUT**

PART 1 – GENERAL

1.01 SUMMARY

- A. Closeout Procedures
- B. Project Record Documents
- C. Spare Parts and Maintenance Material

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Following inspection by Engineer, remedy all apparent defects to the satisfaction of Engineer.
- D. Make all submittals required under the Contract Documents and take all steps necessary to receive Engineer's Notice of Acceptability.
- E. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and balance due.

1.03 PROJECT RECORD DOCUMENTS

- A. Seller shall at all times maintain and make accessible to Engineer an actual record of the Work completed including an on-site as-constructed set of the following record documents:
 - 1. Drawings
 - 2. Technical Specifications
 - 3. Addenda
 - 4. Change Order(s) and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples
- B. Store record documents separate from documents used for construction
- C. Record information concurrent with construction progress

D. Technical Specifications

1. Legibly mark in red ink and record at each "Part 2 - Products" subsection a description of actual products installed, including the following:
 - a. Manufacturer's name and product model and number
 - b. Product substitutions or alternates utilized
 - c. Changes caused by Addenda and Modifications

E. Record Documents and Shop Drawings

1. Legibly mark in red ink each item to record actual construction, including:
 - a. Details not on original Drawings

F. Submit documents to Engineer with final Application for Payment

1.04 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide spare parts and maintenance materials as indicated in the Contract Documents.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 33 72 10
SUBSTATION STEEL STRUCTURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General Material Requirements
- B. Fabrication
- C. Switch Operator Platforms
- D. Welding
- E. Detailing and Fabricating
- F. Marking
- G. Drilling
- H. Cleaning and Finishing
- I. Inspecting and Testing
- J. Handling and Transporting

1.02 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Design structural steel to support equipment and bus insulators supplied in accordance with Equipment Arrangement Drawings.
- B. Design conditions for consideration:
 - 1. Keraunic level: 60 thunderstorm days per year
 - 2. Seismic: ASCE 7-05, $S_s = 0.216g$ with Importance Factor 1.5 and Site Class “D”
 - 3. Wind: ASCE 7-05, Basic Wind Speed of 90 MPH with an Importance Factor of 1.15 and an Exposure Category “C”
 - 4. Combined ice and wind loading district: NESC Medium
 - 5. Elevation above sea level: Less than 3,300 feet, National Geodetic Vertical Datum
- C. Deflection Limitations:
 - 1. ASCE 113, except that differential deflections between structures (as projected to the bus level) to be compatible with bus fittings furnished under Section 33 72 25.
- D. Design structural steel to withstand short circuit forces as calculated by Formula IV-1 in RUS Bulletin 65-1 with a short circuit reduction factor of 1.0 (no reduction).

The three-phase symmetrical short circuit currents to be used in this Formula are as follows:

1. 69-kV Bus: _____ amps
- E. Design Allowables: AISC Specifications
- F. Design substation steel structures consistent with the guidelines of ASCE 113.

1.03 QUALIFICATIONS

- A. Fabricator: Company specializing in performing the work of this Section with minimum 5 years documented experience.
- B. Design structures and their connections under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Kentucky.

1.04 SUBMITTALS

- A. Submit the following in accordance with provisions of Section 01 33 00.
 1. Shop Drawings:
 - a. Indicate sizes, dimensions, and locations of structural members
 - b. Include details of bolted connections
 - c. Indicate welded connections with AWS A2.0 welding symbols and net weld lengths
 - d. Plan and section drawings
 - e. Steel details
 - f. Erection details
 - g. Anchor bolt plan and detail drawings
 - h. Identify rigid and slip bus connections
 2. Manufacturer's mill certificate certifying that steel meets or exceeds specified requirements
 3. Certified test reports including chemical analysis and physical tests
 4. Design Calculations: Complete, checked, and P.E. stamped calculations showing for each structure the design assumptions and loading conditions. P.E. to be registered in the State of Kentucky. For each loading condition, provide forces and moments, stresses, and deflections. If a loading condition is not considered controlling for the design of a particular structure, provide documented evidence to that effect. Calculations to be neat and well organized with a table of contents.

5. Foundation Load Tabulation: As part of the design calculations, tabulate the maximum loads the structures impose on the foundations in orthogonal directions oriented about the major axis of each structure and cross reference with anchor bolt plan. Tabulation to be on both a per base plate and a per structure or per frame basis. Tabulation to include all loading conditions applicable to each structure unless it has been clearly shown in the design calculations that a particular loading condition will not control structure and foundation design. Clearly indicate foundation loads which include overload factors.

PART 2 – PRODUCTS

2.01 GENERAL MATERIAL REQUIREMENTS

- A. Structural Steel Members: ASTM A36 or A572, Grade 50
- B. Structural Tubing: ASTM A500, or ASTM A501
- C. Pipe: ASTM A53, Grade B
- D. Bolts, Nuts, and Washers: ASTM A325 galvanized to ASTM A153
- E. Locknuts: Type MF or Palnut, galvanized
- F. Anchor Bolts: ASTM A307, galvanized on the projected portion of the bolt plus six inches minimum
- G. Welding Materials: AWS D1.1; type required for materials being welded
- H. Touch-up Primer for Galvanized Surfaces: Zinc rich type

2.02 FABRICATION

- A. Manufacture all structural and miscellaneous steel to the dimensions required by Owner or Engineer approved shop drawings
- B. In accordance with the applicable portions of the AISC Code, the AISC Specification and AWS D1.1
- C. Qualifications of welders and welding procedures and operations as prescribed in AWS D1.1
- D. Ease all exposed edges by grinding, or other suitable means, to eliminate all sharp edges and corners prior to galvanizing
- E. Match existing structure type for the Substation

2.03 SWITCH OPERATOR PLATFORMS

- A. Provide grounding platforms for each switch operator location.
- B. Size: 4 feet x 3 feet.
- C. Fabricate from bar grating.
- D. Hot-dip galvanize after fabrication.
- E. Provide provisions for connecting grounding strap.

PART 3 – EXECUTION

3.01 WELDING

- A. In accordance with AWS D1.1
- B. Use shielded-arc welding process.
- C. Keep residual shrinkage stresses to a minimum.
- D. Stress relieving treatment not required.
- E. Use only welding process and welding operators qualified in accordance with AWS Qualifications Procedure.
- F. No welding in the field will be permitted.

3.02 DETAILING AND FABRICATING

- A. In accordance with AISC:
 - 1. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings
 - 2. Code of Standard Practice
 - 3. Specification for Structural Joints using ASTM A 325 or A 490 bolts

3.03 MARKING

- A. Place erection mark on each member or shop assembly of members.
- B. Stamp ½-inch letters or numerals into metal before galvanizing, or stamp with waterproof ink after galvanizing.

3.04 DRILLING

- A. All required holes for mounting equipment, grounding equipment bases, equipment bases, clamping ground wires from equipment to ground mat and mounting lighting fixtures, as required, shall be shop drilled before galvanizing.

- B. No drilling in the field will be permitted without written approval of the Engineer.

3.05 CLEANING AND FINISHING

- A. After shop work is completed and accepted, remove all foreign substances including slag and spatter from welded areas.
- B. Galvanize all plates and shapes in accordance with ASTM A 123 and anchor bolts in accordance with ASTM A 153 after material is fully fabricated.
- C. Take precautions against embrittlement, warpage and distortion in accordance with ASTM A 143 and ASTM A 384.
- D. Prevent warping of members which cannot be dipped in one operation.
- E. Material with sharp bends or kinks will be rejected.
- F. After galvanizing, remove excess spelter from all holes.
- G. Reroll or press all plates and shapes warped during galvanizing.
- H. Redip or apply a coating of repair paint to material with defective galvanizing as directed by the Owner or Engineer.
- I. When repair is authorized, wipe damaged area with clean rags saturated with mineral spirits or xylene followed with hand wire brushing. Re-clean with solvent and apply one heavy brush coat of zinc rich galvanizing repair paint.
- J. All material with defective galvanizing after being dipped twice will be rejected.
- K. Furnish two gallons of zinc rich paint for field touch-up and repair of galvanized surfaces.

3.06 INSPECTING AND TESTING

- A. Inspection and tests of materials by the Owner at the mill will be waived.
- B. Upon request, the Contractor shall furnish the Owner sample coupons for independent testing by a laboratory approved by ASTM. The Owner may witness taking of samples.
- C. Defective materials:
 - 1. Replace as required by the Owner or Engineer
 - 2. Correct in the field as required by the Owner or Engineer.
- D. The Contractor shall bear all costs of all chemical analyses, physical tests and furnishing of all certified reports.
- E. Acceptance of materials or waiving of inspection does not relieve the Contractor of its responsibility.

3.07 HANDLING AND TRANSPORTING

- A. Hold shipment until certified reports of tests and analyses have been reviewed by Owner or Engineer.
- B. Avoid bending or damaging material.
- C. Segregate all bolts, nuts and small pieces according to size, and pack in separate wooden boxes or kegs. Bundle all other pieces.
- D. Bent pieces will be accepted only if they can be straightened without damage to the galvanizing or if the Owner or its representative determines they can be repaired in the field in accordance with these Specifications. Bent or collapsed tubular steel sections will not be accepted.
- E. Properly block material to prevent distortion during transit.
- F. All pieces returned to the fabricator for repair and re-dipping shall be at the expense of the Contractor.

END OF SECTION

SECTION 33 72 20
SUBSTATION STRUCTURES ERECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Incidental Structural Shapes and Plates
- B. Materials Required for Erection
- C. Erection of Steel Framing

1.02 RELATED SECTIONS

- A. Section 01 41 00 - Regulatory Requirements

1.03 QUALITY ASSURANCE

- A. Perform Contract work in accordance with the specifications of the American Institute of Steel Construction (AISC); in particular, provisions of the “Code of Standard Practice for Steel Buildings and Bridges,” and the “Specification for Design, Fabrication and Erection of Structural Steel for Buildings, latest editions.
- B. Construct structure joints in accordance with the “Specification for Structural Joints using ASTM A325 or A490 Bolts.”

PART 2 - PRODUCTS

2.01 INCIDENTAL STRUCTURAL SHAPES AND PLATES:

- A. Conform to the requirements of ASTM A36.
- B. Exposed surfaces are to be galvanized in accordance with ASTM A123.

2.02 MATERIALS REQUIRED FOR ERECTION

- A. Provide all miscellaneous materials required for erection of steel structures on site, including but not limited to the following:
 - 1. Miscellaneous steel framing required for support and bracing of steel during erection.
 - 2. Minor steel components not specifically indicated on drawings as being furnished by this Contract, including shim stock, spacer steel plates, and similar materials.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Erect framing and accessories in accordance with this Section and the referenced publications of the American Institute of Steel Construction, unless otherwise specified.
- B. Notify the Engineer when shop errors or damaged members are found.
- C. Do not erect any structure on concrete foundations that have cured for less than 7 days. If high temperatures are consistently less than 45 degrees during the previous 7-day period, allow at least 14 days curing before erection.
- D. Align and set baseplates level. No grout shall be used, but shims up to 0.25 inch total may be used to level baseplates.

3.02 ERECTION OF STEEL FRAMING

- A. Do not ream or flame cut for correction of mismatched holes due to fabrication errors. Drill bolt holes, if a minor amount of holes are discovered missing. Major errors shall be brought to the attention of the Owner.
- B. A reasonable amount of drilling will be allowed and expected. Erection shall include the punching and reaming a moderate quantity of holes. A moderate quantity shall be defined as not exceeding one-half of one percent (0.5%) of the total holes required for the erection of the structures and equipment.
- C. Repair damage to prime coats.
- D. Assemble bolted connections as shown on the steel fabricators shop drawings. ASTM A325 bolts shall be pre-tensioned with load indicator washers, or by the "turn-of-the-nut" method.
- E. Project bolts not less than 1/8-inch or more than 3/8-inch beyond the locknut when assembled.

END OF SECTION

SECTION 33 72 25
SUBSTATION EQUIPMENT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Phase Identification Signs
- B. Equipment Identification Signs
- C. Bus and Conductor
- D. Group-Operated Air Break Switches
- E. Junction Boxes
- F. Switch Operator Platforms
- G. Hardware
- H. Current Transformers

1.02 RELATED WORK

- A. Section 33 72 20 - Substation Structures Erection

1.03 QUALITY ASSURANCE

- A. Perform all Work in accordance with the requirements of the National Electrical Safety Code and National Electrical Code.

1.04 SUBMITTALS

- A. Identification Signs:
 - 1. Manufacturer's information showing all signs, mounting equipment and details of the installation. Include material properties of the signs furnished, including surface and backing plate manufacture.

PART 2 - PRODUCTS

2.01 PHASE IDENTIFICATION SIGNS

- A. Furnish signs of porcelainized enamel, 5 x 5 inches size with 4-inch high letters:
 - 1. Red background, white letter "A"
 - 2. White background, black letter "B"
 - 3. Blue background, white letter "C"
- B. Furnish signs as manufactured by Seton Name Plate Corporation.

- C. Provide mounting holes in each corner of galvanized enamel signs and fit holes with brass or cadmium-plated zinc eyelets with ¼-inch ID holes.
- D. Install at changes of bus direction, the ends of all buses, the exit and entrance circuit locations and on the structure adjacent to the transformer.

2.02 EQUIPMENT IDENTIFICATION SIGNS

- A. Mounting locations:
 - 1. On the hinged door of each transformer, and circuit breaker control cabinet.
 - 2. 12-inches above the operator on the support structure for each group-operated air break switch.
 - 3. On the hinged door of each junction box.
- B. Manufacturer: Almetek Industries, Inc., “EZ Tag Holders” Series TR-3 tags and ph Series holders.

2.03 BUS AND CONDUCTOR

- A. Bus tubing:
 - 1. Material: 6063-T6 aluminum alloy
 - 2. Schedule: 40
 - 3. Size: As shown on the Contract Drawings
 - 4. Vibration dampening: Provide sufficient length to adequately dampen vibration of the rigid bus.
 - a. 3-inch IPS with continuous spans greater than 9 feet: 266.88 kcmil ACSR
- B. Conductor: As shown on the Contract Drawings
- C. Keep the number of splices to a minimum.
- D. Bus fittings:
 - 1. Anderson bolted connectors, unless otherwise indicated on the Contract Drawings
 - 2. Furnish bus end plugs for all open ends of bus tubing.
- E. Identify slip and rigid fit connections on the plan and section drawings.

- F. Handling and transporting:
 - 1. Provide cardboard interlacing between each piece of bus.
 - 2. Provide a protective covering such as a cardboard box around each shipping group to prevent damage to bus caused by lifting chains or straps.

2.04 JUNCTION BOXES

- A. Junction boxes shall be aluminum NEMA type 4x rated with non-locking handle and back plate
- B. Provide provisions for mounting junction boxes on steel structures where indicated. Mounting height to be 4'-0".
- C. Equip junction boxes with non-locking handle assembly, Hoffman No. C-WHNL
- D. Lighting junction boxes: Hoffman No. L-HC302515SS6 with LP3025 back plate or equal
 - 1. Install at each location, where substation lighting is indicated
 - 2. Furnish and install two 6-point shorting style terminal blocks, GE type EB27
 - 3. Install vent in bottom of junction box

2.05 GROUP-OPERATED AIR BREAK SWITCHES

- A. General:
 - 1. Test: Successfully passed ice tests on a prototype model as outlined on ANSI "Test Code for High Voltage Air Switches."
 - 2. After fabrication, hot-dip galvanize bases, operating mechanisms and other steel parts in accordance with ASTM A 123. Do not drill, cut or alter after galvanizing.
 - 3. Switch terminal pads: NEMA 4-hole tinned.
 - 4. Insulators: Lapp or approved equal
 - 5. Arcing Horns: Standard arc interrupters, suitable for interrupting transformer magnetizing current unless otherwise specified.

B. Ratings:

1. Nominal voltage 69-kV:
 - a. Maximum kV: 72.5
 - b. Continuous amperes (Breaker Disconnect): 600A
 - c. Continuous amperes (Bus Tie): 2,000A
 - d. Momentary amperes: 25 kA
 - e. BIL: 350-kV

C. Accessories:

1. Grounding strap and clamps for attachment to the vertical operating shaft. Strap to be braided copper wire, tinned, at least 18 inches long with two 9/16 inch holes at one end for attachment to the station grounding system.
2. Switch blade position indicator located near operator.
3. Provision for padlocking in either OPEN or CLOSED position.
4. Operator: Worm gear

D. Shipping Requirements:

2. Switches shall be assembled, with insulators, and fully adjusted before shipment.

E. Acceptable Manufacturers

1. Southern States
2. Hubble-USCO
3. Cleveland Price

2.06 HARDWARE

- A. Furnish terminal connectors complete with bolts, nuts, lockwashers and washers for all station equipment as shown on the Contract Drawings.
- B. Furnish corrosion-resistant hardware.
- C. Non-ferrous hardware:
 1. Silicon bronze for connecting copper to copper or copper to galvanized steel.

2. Aluminum alloy 2024-T4 anodized bolts and 6061-T6 nuts for connecting aluminum to aluminum or aluminum to galvanized steel.
 3. Stainless steel for connecting aluminum to copper.
- D. Ferrous hardware: Hot-dipped galvanized, free of excess zinc; do not recut after galvanizing.

2.07 CURRENT VOLTAGE TRANSFORMERS

- A. 69 kV Current Transformers: Outdoor, dry-type
1. Current Ratio: 1200:5
 2. BIL: 350 kV
 3. Metering Accuracy Class: 03B-2.0

PART 3 – EXECUTION - NOT USED

END OF SECTION

APPENDIX