

# DOE FILE COPY

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(STMP0-497)

SOUTHERN CALIFORNIA EDISON COMPANY  
Rosemead, California

SHORT-FORM  
SPECIFICATION 40-0160

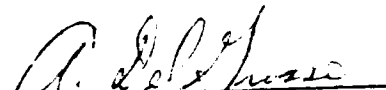
RELOCATION OF TRAILER  
AND ASSOCIATED EQUIPMENT  
SOLAR I

October 15, 1979

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1. General Terms and Conditions (& Supplement)
2. Work Description
3. Proposal Requirements

Approved for Issue:



A. Del Grosso  
Construction Superintendent

Date Oct 30 1979

## GENERAL TERMS & CONDITIONS

The parties agree to enter into a contract for Contractor to provide and for Company to purchase the services specified in the Purchase Order of which these General Terms and Conditions are a part.

### 1. DEFINITIONS

**1.1 Change Order.** Document issued by Company to Contractor to change the Purchase Order.

**1.2 Company.** Southern California Edison Company.

**1.3 Contractor.** The entity to which the Purchase Order is addressed and which provides the Work.

**1.4 Engineer.** A Company employee designated in writing to coordinate, expedite, inspect and approve the Work at the Jobsite.

**1.5 Jobsite.** Location of the Work as set forth in Purchase Order.

**1.6 Material.** All equipment, materials, products, and supplies, to be furnished by Contractor as set forth in the Purchase Order.

**1.7 Purchase Order.** Document issued by Company to Contractor incorporating by reference this set of General Terms and Conditions and other applicable documents, with the following priority in the event of conflicting provisions: Purchase Order, these General Terms and Conditions, specifications.

**1.8 Subcontractor.** Either a person, partnership, corporation or joint venture contracting directly with Contractor to furnish any part of the Work, or a person, partnership, corporation or joint venture contracting with Contractor's subcontractors of any tier to furnish any part of the Work.

**1.9 Work.** All obligations of Contractor to be performed as specified in the Purchase Order, such as engineering, design, fabrication, construction, installation, testing, technical assistance, Material, and documentation.

**1.10 Work Completion Date.** The date set forth in the Purchase Order for completion of the Work.

### 2. SCHEDULE

Completion of the Work by the Work Completion Date and furnishing of the documentation is essential to maintain the operating schedule for Company facilities. If performance of the Work falls behind the schedule agreed to by the parties, Contractor shall accelerate its performance of the Work, at no change in the price, until performance of the Work is commensurate with such schedule.

### 3. JOBSITE INVESTIGATIONS

Contractor shall have satisfied itself as to the nature and location of the Work, the general and local Jobsite conditions, and all matters which may affect the performance and cost of the work.

### 4. LABOR

Contractor shall comply with all existing Jobsite work rules in performance of the Work at the Jobsite. Contractor shall give to the Engineer prompt written notice of (i) every demand for collective bargaining (under the provisions of the Labor-Management Relations Act (LMRA) as amended) made upon Contractor or any Subcontractor by any labor organization as soon as such demand may come to Contractor's attention, and (ii) any anticipated labor dispute, which may reasonably be expected to affect the performance or the Work Completion Date.

If Contractor's employees, or any union representing such employees, breach the labor agreement between Contractor and such union, Contractor shall exercise all remedies to which it is entitled under state and federal law, such as filing unfair labor practice charges with the National Labor Relations Board, requests for temporary restraining orders and injunctions under state and federal law, and suits for damages against such union. Further, if Contractor's employees or such union engage in jurisdictional disputes that affect performance of the Work, or Work Completion Date, or Company contractors, Contractor shall institute appropriate actions as required by the labor agreement between Contractor and such union and shall exercise all remedies to which it is entitled under federal and state law. Nothing in this Section 4 shall limit or abridge Contractor's right to negotiate or execute such labor agreements on terms and conditions within Contractor's sole discretion.

### 5. PREFABRICATED EQUIPMENT

Company may provide Contractor with prefabricated equipment. Neither Contractor, nor Subcontractors, shall disassemble such prefabricated equipment unless directed by a Change Order.

### 6. PERMITS, STATUTES AND CODES

Company shall obtain and pay for any required building or grading permit, encroachment permit for a state highway. Contractor shall arrange and pay for all inspections, encroachment permits or street permits for city and county streets and for any other permit which may be required for performance of the Work. Work shall comply with applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

### 7. PAYMENT

**7.1 Lump-sum Payments.** For items of Work designated in the Purchase Order as lump-sum payments, Contractor shall submit invoices for such amounts when such items are completed and accepted by the Engineer.

**7.2 Progress Payments.** Company shall make monthly progress payments to Contractor for items of Work so designated in the Purchase Order. Such progress payments shall be based upon the percent of Work completed. The method of determining the percent completed for each invoice shall be agreed to by Contractor and the Engineer within 30 days after the date of the Purchase Order.

On or before the tenth day of each month, Contractor shall submit an invoice for an amount based on the percent of Work completed, and showing the supporting calculations.

**7.3 Final Payment.** Upon acceptance of all items, Contractor shall submit an invoice for final payment and any amounts due from previous progress payments.

**7.4 Invoices.** Each invoice may be reviewed by the Engineer prior to submittal to Company and Company shall make payment within thirty days of the receipt of such invoice.

**7.5 Taxes.** The Purchase Order price is inclusive of any and all taxes, fees, excises and charges which are imposed by federal, state, municipal, or other local public authority with respect to the Work.

**7.6 Claims.** If Contractor has any claims against Company, such as for extra Work, Changes, or delays, such claims or notice of a claim shall be submitted to Company within ten (10) calendar days after completion of the related Work.

### 8. CHANGES

Company may make changes to any provision of the Purchase Order by issuing a Change Order and the Engineer may orally direct Contractor to make changes in the Work. If such changes result in a change in the Work Completion Date or in the cost of the Work, Contractor shall promptly notify Company of such and Contractor and Company shall negotiate an equitable adjustment in the price and Work Completion Date due to such changes. Contractor shall not implement the change nor invoice Company for such costs without issuance of a Change Order.

### 9. SUSPENSION

The Engineer may orally direct Contractor to suspend performance of all or of any part of the Work at any time, and to resume performance of the Work. Such suspension shall be promptly documented and confirmed by a Change Order. A suspension does not include normal rescheduling or rephasing portions of the Work. An equitable adjustment in the Work Completion Date and the price shall be made if such suspension increases the cost of the Work.

4/1/78

**10. TERMINATION**

The Engineer may orally direct Contractor to terminate the Work at any time. Such termination shall be promptly documented and confirmed by a Change Order. Any charges resulting from such termination shall be equitably negotiated by the parties. Company, at its option, may take possession of any Material with a corresponding adjustment in such termination charges. The provisions of this Section 10 shall be Contractor's sole remedy resulting from such termination.

**11. TITLE AND RISK-OF-LOSS**

Title and risk of loss or damage to the Work shall pass from Contractor to Company upon acceptance of the Work by Company. Title shall be free and clear of any and all liens and encumbrances whatsoever. Company shall, at all times, retain title to Company-furnished material. Contractor shall have risk of loss or damage to such Company-furnished material during the time that Contractor has custody of such material.

**12. INSURANCE**

With respect to liabilities arising out of performance of the Work, Contractor shall maintain, and shall require that each Subcontractor maintain, insurance as described below:

(i) Workers' Compensation Insurance with statutory limits, including All States Endorsement and Employer's Liability Insurance with limits of not less than \$500,000. Contractor shall require its insurer to waive all rights of subrogation against Company, its officers, agents and employees.

(ii) Comprehensive Personal Injury and Property Damage Liability Insurance, including owner's and contractor's protective liability, product/completed operations liability, contractual liability and automobile liability with a combined single limit of not less than \$500,000 each occurrence. Such insurance shall (a) name Company, its officers, agents and employees as additional insureds; (b) be primary for all purposes; and (c) contain standard cross-liability provisions. If Contractor fails to have Company so named as an additional insured, Contractor shall indemnify and hold harmless Company, and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damages, costs and losses, including attorney's fees and damage to the property of Company, or any of them, which liability, damages, costs and losses would not have been incurred by Company if such additional insured endorsement had been provided.

**13. CONSEQUENTIAL DAMAGES**

Contractor shall not be liable to Company for loss of use of Company's facilities, loss of revenue, cost of replacement power, and claims of any customer of Company arising out of Company providing electric service to such customer, resulting from Contractor's performance or nonperformance of its obligations under the Purchase Order.

Company shall not be liable to Contractor for loss of anticipated profits, and loss of use of or under-utilization of Contractor's labor or facilities, resulting from Company's performance or nonperformance of its obligations under the Purchase Order, or in the event of suspension of the Work, or termination of the Purchase Order.

**14. INDEMNITY**

Contractor shall defend at its own cost and indemnify and hold harmless Company, and its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, costs, losses, claims, demands, actions, causes of action, attorney's fees, and expenses, or any of them, resulting from the death or injury to any person or damage to any property, including property of Company, to the extent caused by the negligence of Contractor, Contractor's employees, its Subcontractors or its Subcontractors' employees, or any of them, and arising out of the performance or nonperformance of its obligations pursuant to the Purchase Order.

**15. ACCEPTANCE**

Acceptance tests and inspections shall be performed by Company within a reasonable period after Contractor has completed the Work. If such tests and inspections show the Work, or any part thereof, not to be as specified in the Purchase Order, Company may refuse to accept it, and Contractor shall be so advised. Contractor shall promptly correct such defective Work at its sole expense.

**16. WARRANTY**

Contractor warrants that, for a period of one (1) year after acceptance of the Work by Company, the Work shall be free from defects in workmanship, materials, design if by Contractor, and shall conform to the requirements of the Purchase Order. Contractor shall, at its sole expense and promptly after notification by Company, correct or replace such defective Work at the Jobsite. Company shall have the right to use such defective Work until it can be removed from service for correction or replacement, however, any additional damage due to such continued use shall be at Company's expense. The warranty period for such corrected or replaced Work shall be of an equal duration as the original warranty period and shall start upon Acceptance of such corrected or replaced Work.

**17. UNCONTROLLABLE FORCES**

Contractor shall not be liable for delay in the Work Completion Date or failure to perform the Work, due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or material availability; provided that Contractor promptly notifies Company in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the Work Completion Date, then Company shall extend the Work Completion Date for an equitable period.

**18. NON-WAIVER**

Failure of Company to enforce any of the terms and conditions, or to exercise any right or privilege in the Purchase Order, shall not be construed as thereafter waiving any such terms and conditions or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred. Waiver by Company shall be only by a Change Order.

**19. GOVERNING LAW**

The Purchase Order shall be interpreted, governed and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

**20. ASSIGNMENT**

Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of Company. The Purchase Order shall not be deemed an asset of Contractor. If Contractor enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be cancelled at Company's option upon five days notice to Contractor.

**21. SUBCONTRACTORS**

Contractor shall be responsible for all acts and omissions of Subcontractors and persons employed by them. Nothing in the Purchase Order shall create any contract between a Subcontractor and Company or any obligation of Company to pay any Subcontractor.

**22. NOTICES**

Any notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail, postage prepaid, to Company or to Contractor, as appropriate, at their respective addresses appearing in the Purchase Order.

**23. EMPLOYMENT PRACTICES**

The employment practices preprinted on the back of the Purchase Order form shall apply.

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

12. INSURANCE

The insurance provisions of Section 12, General Terms and Conditions of this Specification, are deleted in their entirety and replaced with the following:

12.1 Company Provided Insurance

With respect to liabilities arising out of the performance of the Work at the Jobsite, Company shall maintain, or cause to be maintained, for the benefit of Contractor and Subcontractors, excluding Subcontractors and suppliers making only deliveries or pickups, operators or renters of aircraft, and suppliers of manufacturers from whom only purchases are made, and consultants, the following types of insurance with limits as shown:

a. Workers' Compensation Insurance with statutory limits, including All States Endorsement, and Employer's Liability Insurance with limits of not less than \$2,000,000. Workers' Compensation Insurance shall include Longshoremens and Harbor Workers' Act coverage, Jones Act coverage and Outer Continental Shelf coverage, as needed. Contractor and Subcontractors shall execute an assignment to Company of all returned premiums, premium refunds, dividends, and other monies due or to become due to it or them in connection with such insurance.

Workers' Compensation Insurance policies will normally be furnished to the named insureds prior to the time that Work is performed at the Jobsite.

b. Comprehensive General Liability Insurance for each named insured issued in accordance with Company's Master Insurance Program. The limits of insurance coverage for each insured shall be (i) primary insurance of \$1,000,000 for any one coverage, any combination of coverages, or all coverages combined, arising out of one occurrence, subject to a \$1,000,000 aggregate for each policy year, and (ii) excess coverage of \$9,000,000 combined single limit each occurrence, subject to a limit of \$9,000,000 annual aggregate excess of \$1,000,000 primary coverage and associated aggregate, subject further to a limit of \$45,000,000 each occurrence for all insureds under this excess coverage.

1) For any property damage claims made against Contractor or Subcontractor, a deductible for the account of Contractor or Subcontractor shall be \$2,500 each occurrence, as respects all loss or damage.

2) The completed operation hazard and products hazard insurance afforded hereunder for bodily injury and property damage liability shall continue in force for a period of two years after completion or acceptance of the Work, whichever is the last to occur.

3) Company shall add Contractor and Subcontractors as named insureds on such insurance, and such insurance policies shall be primary and non-contributing with any other insurance carried by the named insureds.

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Trailer Relocation  
Solar I

## SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

4) The insurer shall issue certificates of Comprehensive General Liability Insurance to the named insureds covering their liabilities, except as otherwise provided in the policy, arising out of injury, loss or damage suffered or incurred at or adjacent to the Jobsite, and injury, loss or damage occurring elsewhere resulting from operations, activities, incidents or occurrences at the Jobsite.

5) The inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured.

c. In the event of contemplated reduction in coverage or cancellation of any insurance referred to in Sections a and b, Company shall mail thirty days advance written notice of such contemplated reduction or cancellation to each named or additional insured at its or their address on file with Company at the time of such notice. In the event of such contemplated reduction in coverage or cancellation, Company shall use its best efforts to provide for the continuation of such insurance for Contractor and Subcontractors.

d. The named insureds shall not, by reason of its or their inclusion under the insurance referred to in Section 12.1 incur liability for payment of premium for such insurance.

e. Following execution of the Purchase Order, Contractor shall notify Company of the execution of any subcontracts with, or issuance of any purchase orders to, Subcontractors by Contractor and upon such notice, the Subcontractors shall be notified by Company of their inclusion in the insurance set forth in Section 12.1. Absent receipt of such notice, Company shall not have any obligation to provide the insurance set forth in Section 12.1 to Subcontractors.

f. Contractor shall require all Subcontractors to certify that they have excluded from their subcontract price the cost of insurance for Workers' Compensation Insurance and Comprehensive General Liability Insurance.

g. Contractor shall provide, and shall be responsible for requiring Subcontractors to provide, Company with information necessary for administration of the insurance set forth in Section 12.1, and Company shall handle all insurance matters relating to Subcontractors directly with such Subcontractors.

### 12.2 Contractor Provided Insurance

With regard to liabilities arising out of performance of the Work at the Jobsite, Contractor shall maintain and shall require each Subcontractor to maintain insurance as described below. Such insurance shall not be terminated nor expire except on thirty days prior written notice to Company. Contractor shall, and shall require its Subcontractors to, furnish certificates of insurance to Company prior to performance of the Work.

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

a. Automobile Bodily Injury and Property Damage Liability Insurance with a combined single limit of not less than \$500,000 for each occurrence. Such insurance shall cover liability arising out of the use by Contractor and Subcontractors of owned, non-owned and hired automobiles in the performance of the Work at the Jobsite. As used herein, the term "automobile" means vehicles licensed or required to be licensed under the California Vehicle Code. Company shall be named as additional insured on such insurance. Such insurance shall be primary for all purposes and shall be so endorsed, and any deductible from payments or claims shall be at Contractor's sole expense.

b. Contractor shall report immediately to the Engineer, and confirm in writing, any losses or damages incurred by Contractor or any of its Subcontractors, or its receipt or notice of any claim by a third party, or of any occurrence that might reasonably be expected to give rise to such claim in connection with or arising out of the Work.

c. If Contractor fails to comply with all of the insurance provisions of this Section 12 or causes such insurance to become uncollectible, Contractor shall indemnify and hold harmless Company, and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damages, losses, costs including attorney's fees, and damages to property and personnel of Company, or any of them, to the extent such liability, damages, costs and losses would not have been incurred by Company if Contractor had complied with this Section 12 and had not caused such insurance to become uncollectible.

END SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

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Trailer Relocation  
Solar I

## WORK DESCRIPTION

### 1. SCOPE OF WORK

Contractor shall furnish all Work including Jobsite supervision required to relocate and reassemble the Solar I administration trailer complex and associated buildings and equipment.

### 2. ACCESS AND WORK COMPLETION DATE

Contractor shall have access to the Jobsite immediately after Company receives the signed acceptance copy of the Purchase Order. The Work shall be completed by December 28, 1979, or by the date specified in the Purchase Order.

### 3. AS-BUILT (RECORD) DRAWINGS

When instructed by the Engineer, one complete set of drawings shall be marked up to depict field changes. The complete set of "as-built" drawings shall be submitted to the Engineer within one week after acceptance of the Work.

### 4. CORRESPONDENCE

After award of Purchase Order, all correspondence of a technical nature shall be directed to:

Mr. A. Del Grosso  
Const. Superintendent, Solar One Project  
Southern California Edison Company  
P. O. Box 800  
Rosemead, California 91770

### 5. UTILITIES

Contractor shall furnish all utilities and sanitary facilities required to complete the Work.

### 6. SUPERINTENDENCE

Contractor shall provide, and maintain continually at the Jobsite, adequate and competent superintendence of all required operations. The superintendents shall be experienced in each type of construction required by the Specification; they shall be employees of Contractor, and approved by the Engineer. If, in the opinion of the Engineer, the safety, quality, or progress of the Work is being impaired by a shortage of Contractor's supervisory personnel, Contractor shall assign additional qualified personnel to the Work.

Throughout the Work period, Contractor shall have present at the Jobsite a representative who is empowered to speak and act for, and on behalf, of Contractor.

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Trailer Relocation  
Solar I

## WORK DESCRIPTION

### 7. QUALIFICATION OF EMPLOYEES

Contractor shall employ only competent and skilled employees to perform the Work.

### 8. CLEAN UP

Upon completion of the Work Contractor shall, at its own expense, satisfactorily dispose of rubbish, unused Material belonging to it or used in the performance of the Work, and shall leave the Jobsite in a neat, clean and safe condition.

### 9. PROTECTION OF MATERIAL

Contractor shall be responsible for the care, custody, and protection of all material and equipment on the Jobsite.

### 10. WORK BY CONTRACTOR

The major items of Work include, but are not limited to, the following:

A. Relocate the following items from Cool Water Generating Station to the Jobsite in accordance with the drawings and as specified herein.

1. Eight trailer modules.
2. One communication skid with electrical service connection.
3. One guard house with electrical connection.
4. Electrical service for trailer modules which includes 150 kVA transformer, main 225 amp breaker switch, and a 120V-208V "MSB" power panel.
5. Existing siren and pole, and reconnect electrical circuits.
6. All existing furniture, counter assemblies and equipment located in the trailer complex.

B. Perform the following Work as shown on the drawings and specified herein:

1. Test and repair or replace all electrical lighting, AC outlets, and HVAC systems as required.
2. Provide a 3-inch direct buried conduit from the communication skid to the nearest power pole. Location of the nearest power pole shall be identified by the Engineer.

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Trailer Relocation  
Solar I



## WORK DESCRIPTION

3. Provide two 2-inch conduits from the main trailer to the guard house; one to the power panel on the main trailer and one to the phone panel on the main trailer. Exact location of the power panel and telephone panel on the main trailer shall be identified by the Engineer.
  4. All electrical and mechanical devices for the above shall be inspected and tested by Contractor, to ensure proper operation.
- C. New items of Work to be reassembled or reconnected at the Jobsite shall be as follows:
1. Disconnect and reconnect electrical conduit under and between trailers.
  2. Connect and test HVAC systems.
  3. Install concrete pier supports in accordance with the drawings.
  4. Install trailer skirting on trailers.
  5. Relocate existing steps for temporary entrance.
  6. Ground all equipment and trailer complex in accordance with the drawings and applicable codes.
  7. Pull cable between the 480V switchgear and 480V/120-208V transformer. Connect cable to the 480V breaker designated by the Engineer.
  8. Pull cable between 120/208V power panel to communication skid power panel.
  9. Connect and energize communication power panel in communication shed.
  10. Install ground rod and connect the ground system to the customer service ground system using 2/0 BC cable.
  11. Fabricate and install wood shelters (sun and rain shields) over the 480V switchgear and 120V-208V panel as directed by the Engineer. Shields shall be painted and roof shall be watertight.
  12. Provide underground conduit and trenching between equipment and buildings a minimum of 18 inches below grade as required.
11. SERVICES AND MATERIAL BY OTHERS
- A. Foundation shall be provided by others.
  - B. Company shall provide 2/0 BC ground cable.

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Trailer Relocation  
Solar I

WORK DESCRIPTION

12. MATERIALS BY CONTRACTOR

Contractor shall furnish all Material required which cannot be relocated from the existing installation at the Cool Water site.

13. CODES AND STANDARDS

The Work shall comply with the following codes and standards, as amended to date of this Specification, which are by reference incorporated herein and made a part of this Specification:

National Electrical Code (NEC)

Company Engineering Construction Standards (ECS)

14. DRAWINGS

The following drawings are included as part of this Specification.

Sketch 1

Location Sketch

Reference Drawings

<u>Drawing No.</u>	<u>Title</u>
5157600	Vicinity Map and Specification
601	Administration Office Specification
602	Administration Office Floor Plan and Finish Schedule
603	Administration Office Cabinet and Miscellaneous Details
604	Administration Office Air Conditioning Plan
605	Administration Building Site Plan - Symbol List and Fixture Schedule
606	Administration Building Lighting Plan
607	Administration Building Power and Receptacle Plan
608	Administration Building Panel Schedule
609	Administration Building One Line Diagram and Details

PROPOSAL REQUIREMENTS

SHORT-FORM  
SPECIFICATION 40-0160

RELOCATION OF TRAILER  
AND ASSOCIATED EQUIPMENT  
SOLAR I

1. SCOPE

Bidder shall comply with all requirements of these Proposal Requirements. These Proposal Requirements shall be submitted with all instructions fulfilled and all spaces filled in to present a complete proposal for the Work described in the Specification. Incomplete proposals may be rejected.

Bidder shall not substitute, nor use a preprinted reference to Bidder's general terms and conditions in lieu of Company's General Terms and Conditions. Any proposal received with such substitution shall be considered nonresponsive and be subject to rejection.

All proposals submitted by Bidder, including drawings and other data, shall become the property of Company and shall not be used for any purpose other than in connection with the procurement of the Work.

2. STATEMENT OF PROPOSAL

Proposal is hereby made to furnish all Work, including Jobsite supervision, necessary to perform all areas of the Work detailed and described in the Specification and shown on the drawings.

3. PRICES

Bidder shall submit a fixed price quote.

3.1 Grand Total Price

Grand Total Price for performing the Work described in the Specification is as follows:

\$ \_\_\_\_\_  
(Figures)

\_\_\_\_\_ Dollars  
(Words)

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Bidder \_\_\_\_\_  
Date \_\_\_\_\_

PROPOSAL REQUIREMENTS

4. CONSTRUCTION PLAN

Bidder shall provide a construction plan including a schedule showing how the Work is to be performed.

At the option of Company, the Work may be started \_\_\_ day(s) before or \_\_\_ day(s) after the specified starting date, without affecting prices. The Work duration remains unchanged.

5. LIST OF SUBCONTRACTORS

Company is actively involved in and supports involvement of private business in developing and utilizing minority-owned and small business enterprises. Accordingly, Company encourages its suppliers and contractors to identify and utilize minority-owned and small business subcontractors when contracting for Work with Company.

Bidder shall submit a list of proposed Subcontractors and the work to be performed by each.

<u>Subcontractor</u>	<u>Minority Subcontractor</u> <u>Yes/No</u>	<u>Work by Subcontractor</u>
_____	_____	_____

6. PROPOSAL EXPIRATION DATE

This proposal shall remain in force for a period of 90 calendar days from the day appointed for which bids are due.

7. REPRESENTATION

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that this bid is in all respects fair and without collusion or fraud; and that if the bid, as submitted herein be accepted by

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Bidder \_\_\_\_\_

Date \_\_\_\_\_

PROPOSAL REQUIREMENTS

Company, Bidder shall promptly execute and return to Company the acceptance copy of a Purchase Order issued by Company in accordance with the Specification; that Bidder shall perform the Work and all obligations of Bidder and shall complete the Work within the time specified therein; and shall accept in full payment therefor the prices named herein.

Date \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Bidder's Licence No.'s and Classes  
(if applicable)

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder's Address

\_\_\_\_\_

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Bidder \_\_\_\_\_

Date \_\_\_\_\_



DEPARTMENT OF ENERGY  
SAN FRANCISCO OPERATIONS OFFICE

CONTRACTOR REQUEST FOR PATENT CLEARANCE  
FOR RELEASE OF UNCLASSIFIED DOCUMENT

Prime Contract No. <b>DE-AC03-77SF10501</b>
Subcontract No. <b>NA</b>
Report No. (STMPO 497) <b>DOE/SF/10501-020</b>
Date of Report <b>October, 1979</b>
Name & Phone No. of DOE Technical Representative <b>Mike Lopez (415) 273-4264</b>

TO: Roger S. Gaither, Asst. Chief for Prosecution  
Office of Patent Counsel/Livermore Office  
P.O. Box 808, L-376  
Livermore, California 94550

FROM: Southern California Edison  
P.O. Box 800  
Rosemead, CA 91770

- Document Title: **Relocation of Trailer and Associated Equipment  
Solar One Generating Station**
- Type of Document:  Technical Report,  Conference Paper,  Journal Article,  Abstract or Summary,  
 Copy of Oral Presentation,  Other (please specify): \_\_\_\_\_
- In order to meet a publication schedule or submission deadline, patent clearance by (Routine) would be desired.

**SENDER IS TO CHECK BOX #4 OR #5 BELOW.**

4. I have reviewed (or have had reviewed by technically knowledgeable personnel) this document for possible inventive subject matter (Subject Inventions) and that no inventions or discoveries (Subject Inventions) are deemed to be disclosed in this document except as stated below:
- Attention should be directed to pages \_\_\_\_\_ of this document.
  - This document describes matter relating to an invention:
    - Contractor Invention Docket No. \_\_\_\_\_
    - A disclosure of the invention was submitted to DOE on \_\_\_\_\_ (date)
    - A disclosure of the invention will be submitted shortly \_\_\_\_\_ (approximate date)
    - A waiver of DOE's patent rights to the contractor:
  has been granted,  has been applied for, or  will be applied for \_\_\_\_\_ (date)

5. This document is being submitted, but no review has been made of this document for possible inventive subject matter.

**Please provide copy of clearance to:** So. Calif Edison Co.  
P.O. Box 800  
Rosemead, CA 91770

6. Remarks: %Joyce Wells Rm 497

Reviewing/Submitting Official: Name (Print/Type) Bill von KleinSmid  
Title Solar One Program Director  
Signature William von KleinSmid jio Date 9-25-84

TO: INITIATOR OF REQUEST  
FROM: ASSISTANT CHIEF FOR PROSECUTION  
Office of Patent Counsel/Livermore Office

- No patent objection to above-identified release.  
 Please defer release until advised by this office.

*Handwritten initials/signature*

Signed Harold M. Dixon Date Mailed 10/9/84