

SOUTHERN CALIFORNIA EDISON COMPANY
Rosemead, California

SPECIFICATION 40-0237

CONSTRUCTION AND PAVING OF ACCESS ROAD AND HELISTOP
SOLAR ONE GENERATING STATION

October 3, 1979

Approved for Issue:



A. Del Grosso
Construction Superintendent

Date: Oct 9, 1979

SOUTHERN CALIFORNIA EDISON COMPANY
Rosemead, California

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CONSTRUCTION OF ACCESS ROAD AND HELISTOP
SOLAR ONE GENERATING STATION

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1 SOUTHERN CALIFORNIA EDISON COMPANY

2 SECTION 1 - GENERAL TERMS AND CONDITIONS

3 The parties agree to enter into a contract for Contractor to pro-
4 vide and for Company to purchase the services specified in the Pur-
5 chase Order of which these General Terms and Conditions are a part.

5 1.1 DEFINITIONS

6 1.1.1 Bidder: The entity submitting a proposal pursuant to this
7 Specification.

8 1.1.2 Change Order: Document issued by Company to Contractor to
9 change the Purchase Order.

10 1.1.3 Company: Southern California Edison Company, or where
11 other participants are set forth in Section 2, Southern
12 California Edison Company acting as principal in its own
13 behalf and as agent for such other participants.

14 1.1.4 Contractor: The entity to which the Purchase Order is
15 addressed and which provides the Work.

16 1.1.5 Engineer: A Company employee designated in writing by
17 Company to coordinate, expedite, inspect and approve the
18 Work at the Jobsite.

19 1.1.6 Jobsite: Location of the Work as set forth in Section 2.

20 1.1.7 Material: All equipment, materials, products, and supplies
21 to be furnished by Contractor as set forth in the Purchase
22 Order.

23 1.1.8 Proposal Requirements: Commercial and technical require-
24 ments to be submitted in Bidder's proposal.

25 1.1.9 Purchase Order: Document issued by Company to Contractor
26 incorporating by reference this set of General Terms and
27 Conditions and other applicable documents, with the follow-
28 ing priority in the event of conflicting provisions: Pur-
chase Order, Sections 2, 1, and 3 of the Specification.

1.1.10 Specification: Document issued by Company containing these
"General Terms and Conditions" as Section 1, the "Supple-
mental Requirements" as Section 2, the "Technical Require-
ments" as Section 3, and supplements, drawings, and data
sheets attached thereto or incorporated by reference.

1.1.11 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 1.1.12 Work: All obligations of Contractor to be performed as
2 specified in the Purchase Order, such as engineering,
3 design, fabrication, construction, installation, testing,
4 technical assistance, material, and documentation.

5 1.1.13 Work Completion Date: The date set forth in the Purchase
6 Order for completion of the Work.

7 1.2 SCHEDULE: Completion of the Work by the Work Completion Date
8 and furnishing of the documentation is essential to maintain the
9 operating schedule for Company facilities.

10 If performance of the Work falls behind the schedule agreed
11 to by the parties, Contractor shall accelerate its performance
12 of the Work, at no change in the price, until performance of the
13 Work is commensurate with such schedule.

14 1.3 JOBSITE INVESTIGATIONS: Contractor shall have satisfied it-
15 self as to the nature and location of the Work, the general and
16 local Jobsite conditions, the transportation and handling of mater-
17 ial, the environmental and physical conditions at the Jobsite, the
18 character of the equipment, facilities, Company-furnished materiel,
19 labor conditions, safety and security precautions, and all matters
20 which may affect the performance of the Work and its cost.

21 1.4 LABOR: Contractor shall comply with all existing Jobsite work
22 rules in performance of the Work at the Jobsite.

23 Contractor shall give to the Engineer prompt written notice of
24 (i) every demand for collective bargaining (under the provisions of
25 the Labor-Management Relations Act (LMRA) as amended) made upon Con-
26 tractor or any Subcontractor by any labor organization as soon as
27 such demand may come to Contractor's attention, and (ii) any labor
28 dispute or anticipated labor dispute, which may reasonably be ex-
pected 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 en-
titled under state and federal law, including, by way of example
only, filing unfair labor practice charges with the National Labor
Relations Board, requests for temporary restraining orders and in-
junctions 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 the performance of the Work,
or the Work Completion Date, or Company contractors, Contractor
shall institute appropriate actions as required by the labor agree-
ment between Contractor and such union and shall exercise all
remedies to which it is entitled under federal and state law.

Nothing in this Section 1.4 shall limit or abridge Contractor's
right to negotiate or execute such labor agreements on terms and
conditions within Contractor's sole discretion.

1.5 PREFABRICATED EQUIPMENT: Company reserves the right to pro-
vide Contractor with prefabricated equipment. Neither Contractor,
nor Subcontractors, shall disassemble or rework any prefabricated
equipment, unless so directed by a Change Order.

1 1.6 PERMITS, STATUTES AND CODES: Company shall obtain and pay for
2 any required building or grading permit, or encroachment permit for
3 a state highway. Contractor shall arrange and pay for all inspec-
4 tions required by authorities having jurisdiction over the Work and
5 shall obtain and pay for any other permit which may be required for
6 performance of the Work. Contractor shall also obtain and pay for
encroachment permits or street permits for city and county streets
as directed by the local governing agency. The Work shall comply
with the 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 1.7 PAYMENT: Payments to Contractor for the Work shall contain a
8 ten percent (10%) retention until final payment as set forth below:

9 Lump-Sum Payments: For items of Work designated in the Pur-
10 chase Order as lump-sum payments, Contractor shall submit invoices
for ninety percent of such amounts when such items are completed
and accepted by the Engineer.

11 Progress Payments: Company shall make monthly progress pay-
12 ments to Contractor for items of Work so designated in the Purchase
13 Order. Such progress payments shall be (i) for ninety percent of
the price of such items of Work, and (ii) based upon the percent of
14 Work completed. The method of determining the percent completed
within 30 days after the date of the Purchase Order.

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

16 Final Payment: Upon acceptance of all items, Contractor shall
17 submit an invoice for the retained ten percent of the Purchase
Order price and for any amounts due from previous progress payments.
18 If requested by Company, Contractor shall execute a release to
Company from all claims or demands under the Purchase Order, and
19 shall furnish evidence to Company that all claims and demands for
payment by Subcontractors have been paid.

20 Invoices: Each invoice may be reviewed by the Engineer prior
to submittal to Company and Company shall make payment within thirty
(30) days after receipt of such invoice.

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

23 Claims: If Contractor has any claims against Company, such
24 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.

25 1.8 CHANGES: Company may make changes in any provision of the
26 Purchase Order by issuing a Change Order and the Engineer may
orally direct Contractor to make changes in the Work.

27 If such changes result in a change in the Work Completion Date
28 or in the cost of the Work, Contractor shall promptly notify Company
of such and Contractor and Company shall negotiate an equitable

1 adjustment in the price and Work Completion Date due to such
2 changes. Contractor shall not implement such change without writ-
3 ten instruction from the Engineer nor invoice Company for costs
4 associated with such changes until the authorizing Change Order
5 has been issued.

4 1.9 SUSPENSION: The Engineer may orally direct Contractor to
5 suspend performance of all or of any part of the Work at any time,
6 and to resume performance of the Work. Such suspension shall be
7 promptly documented and confirmed by a Change Order. A suspension
8 is the cessation of performance of the Work until performance of
9 the Work is ordered resumed and does not include normal reschedul-
10 ing or rephasing portions of the Work. An equitable adjustment
11 in the Work Completion Date and the price shall be made if such
12 suspension increases the cost of the Work.

9 1.10 TERMINATION: The Engineer may orally direct Contractor to
10 terminate the Work at any time. Such termination shall be promptly
11 documented and confirmed by a Change Order. Any charges resulting
12 from such termination shall be equitably negotiated by the parties.
13 Company, at its option, may take possession of any Material fabri-
14 cated or procured to date of termination with a corresponding
15 adjustment in such termination charges. The provisions of this
16 Section 1.10 shall be Contractor's sole remedy resulting from such
17 termination.

14 1.11 TITLE AND RISK-OF-LOSS: Title and risk of loss or damage to
15 the Work shall pass from Contractor to Company upon acceptance of
16 the Work by Company. Title shall be free and clear of any and all
17 liens and encumbrances whatsoever.
18 Company shall, at all times, retain title to Company-furnished
19 materiel. Contractor shall have risk of loss or damage to such
20 Company-furnished materiel during the time that Contractor has
21 custody of such materiel.

19 1.12 INSURANCE: With respect to liabilities arising out of per-
20 formance of the Work, Contractor shall maintain, and shall require
21 that each Subcontractor maintain, insurance as described below:
22 (i) Workers' Compensation insurance with statutory limits, as
23 required by the state in which the Work is to be performed, and
24 Employer's Liability Insurance with limits of not less than
25 \$500,000. With respect to all Work performed in the State of
26 Nevada, Contractor shall maintain Workers' Compensation Insurance
27 with the Nevada Industrial Commission. Contractor shall require
28 its insurer to waive all rights of subrogation against Company, its
officers, agents and employees.

(ii) Comprehensive Bodily 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

1 additional insured or causes any of the above insurance to become
2 invalid or otherwise uncollectible, Contractor shall indemnify and
3 hold harmless Company, and its officers, agents, employees, assigns
4 and successors in interest from and against any and all liability,
5 damages, costs and losses, including attorney's fees and damage to
6 the property of Company, or any of them, which liability, damages,
7 costs and losses would not have been incurred by Company if such
8 additional insured endorsement had been provided or such insurance
9 had not been invalidated.

6 1.13 CONSEQUENTIAL DAMAGES: Contractor shall not be liable to
7 Company for loss of use of Company's facilities, loss of revenue,
8 cost of replacement power, and claims of any customer of Company
9 arising out of Company providing electric service to such customer,
10 resulting from Contractor's performance or nonperformance of its
11 obligations under the Purchase Order.

9 Company shall not be liable to Contractor for loss of antici-
10 pated profits, and loss of use of or under-utilization of Contrac-
11 tor's labor or facilities, resulting from Company's performance or
12 nonperformance of its obligations under the Purchase Order, or in
13 the event of suspension of the Work, or termination of the Purchase
14 Order.

13 1.14 INDEMNITY: Contractor shall defend at its own cost and indem-
14 nify and hold harmless Company, and its officers, agents, employees,
15 assigns, and successors in interest, from and against any and all
16 liability, damages, costs, losses, claims, demands, actions, causes
17 of action, attorney's fees, and expenses, or any of them, resulting
18 from the death or injury to any person or damage to any property,
19 including property of Company, to the extent caused by the negli-
20 gence of Contractor, Contractor's employees, its Subcontractors or
21 its Subcontractors' employees, or any of them, and arising out of
22 the performance or nonperformance of its obligations pursuant to
23 the Purchase Order.

19 1.15 ACCEPTANCE: Acceptance tests and inspections shall be per-
20 formed by Company within a reasonable period after Contractor has
21 completed and released the Work to Company. If such tests and in-
22 spections show the Work, or any part thereof, not to be as speci-
23 fied in the Purchase Order, Company may refuse to accept it, and
24 Contractor shall be so advised. Contractor shall promptly correct
25 such defective Work at its sole expense.

23 1.16 WARRANTY: Contractor warrants that, for the period specified
24 in Section 2 after acceptance of the Work by Company, the Work shall
25 be free from defects in workmanship, materials, design if by Con-
26 tractor, and shall conform to the requirements of the Purchase
27 Order. Contractor shall, at its sole expense and promptly after
28 notification by Company, correct or replace defective Work at the
29 Jobsite. Company shall have the right to use such defective Work
30 until it can be removed from service for correction or replacement,
31 however, any additional damage due to such continued use shall be at
32 Company's expense. The warranty period for such corrected or re-
33 placed Work shall be of an equal duration as the original warranty

1 period and shall start upon acceptance of such corrected or replaced
2 Work.

3 1.17 UNCONTROLLABLE FORCES: Contractor shall not be liable for de-
4 lay in the Work Completion Date or failure to perform the Work, due
5 to any cause beyond its reasonable control, such as strike, flood,
6 fire, lightning, epidemic, quarantine restriction, war, sabotage,
7 act of a public enemy, earthquake, or material availability; pro-
8 vided that Contractor promptly notifies Company in writing of the
9 nature, cause, date of commencement and expected impact of the event
10 and has exercised due diligence in proceeding to meet the Work Com-
11 pletion Date, then Company shall extend the Work Completion Date for
12 an equitable period due to such causes.

13 1.18 NON-WAIVER: The failure of Company to enforce any of the
14 terms and conditions, or to exercise any right or privilege in the
15 Purchase Order, shall not be construed as thereafter waiving any
16 such terms and conditions or right or privilege and the same shall
17 continue and remain in force and effect as if no such failure to
18 enforce or exercise had occurred. No waiver by Company shall be
19 valid unless waived by a Change Order.

20 1.19 GOVERNING LAW: The Purchase Order shall be interpreted, gov-
21 erned and construed under the laws of the State of California as if
22 executed and to be performed wholly within the State of California.

23 1.20 ASSIGNMENT: Neither the Purchase Order nor any interest
24 under it shall be assigned to any entity without the prior written
25 consent of Company. The Purchase Order shall not be deemed an
26 asset of Contractor. If Contractor enters into any voluntary or
27 involuntary receivership, bankruptcy, or insolvency proceedings,
28 the Purchase Order may be cancelled at Company's option upon
five days written notice to Contractor.

1.21 SUBCONTRACTORS: Contractor shall at all times be responsible
for the 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 on the part
of Company to pay, or to be responsible for the payment of, any
sums to any Subcontractor.

1.22 NOTICES: Any notice pertaining to the Purchase Order shall
be in writing and sent registered or certified mail, postage pre-
paid, to Company or to Contractor, as appropriate, at their respec-
tive addresses appearing in the Purchase Order.

1.23 EMPLOYMENT PRACTICES: The employment practices preprinted
on the back of the Purchase Order form shall apply.

1.24 CONTRACTOR'S LICENSE: Contractors are required by law to be
licensed and regulated by the Contractor's State License Board.
Any questions concerning a contractor may be referred to the regis-
trar of the Board whose address is:

Contractor's State License Board
1020 N Street
Sacramento, California 95814

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3 1.25 PUBLICATIONS: No publication concerning the Work shall be
4 made by Contractor without prior written authorization by Company.
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SECTION 2

SUPPLEMENTAL REQUIREMENTS

2.1 PROJECT SUMMARY

The requirements of this Specification include all Work necessary for the construction and paving of an access road and helistop for the Solar One Generating Station.

✓ 2.2 JOBSITE

The Jobsite is the Solar One Generating Station, located on the north side of U.S. Highway 66, approximately six miles east of Daggett, San Bernardino County, California. The Jobsite is presently undeveloped.

✓ 2.3 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 7, 1979, or by the date specified in the purchase order.

✓ 2.4 WARRANTY

The warranty period for this Work shall be two years.

2.5 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

2.6 SCHEDULE

Within ten calendar days after date of award of Purchase Order, Contractor shall submit, to the address given in Section 2.5, its proposed Work schedule as described in the following:

2.6.1 Work Schedule

Submit for approval a work plan and schedule showing the order in which Contractor proposes to proceed with the Work. Schedule shall include dates on which the different stages of Work are to begin and the estimated dates of completion of each stage of Work. The schedule shall be clearly legible on a full size 11 in. x 17 in. chart.

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The schedule shall be consistent in all respects with the time requirements described in the Purchase Order and shall be adequate to meet all other requirements of this Specification. The schedule should indicate the dates of Material acquisition and delivery to Jobsite. It shall also show estimates of monthly Work progress based upon those dates, i.e., the percentage of each major item scheduled to be completed at any given time, together with commencement and completion dates for all items of Work.

2.6.2 Progress Charts

Contractor shall enter on a copy of the chart the actual progress of Work at the end of each week, or at such intervals as directed by Engineer, and submit the copy to the Engineer as directed.

2.7 AS-BUILT (RECORD) DRAWINGS

One complete set of design drawings shall be designated for mark-up purposes to depict field changes. These deviations from original particulars of construction do not change the intent of the design or necessitate engineering redesign, but they require approval by the Engineer. Such changes shall be recorded on the "as-built" set of design drawings as they are instituted. Light green pencil shall be used to indicate deletions; red to show additions and changes. The complete set of "as-built" drawings, fully marked-up, shall be submitted to the Engineer within one week after acceptance of the Work.

2.8 COST DATA BASE

Edison is in the process of developing a cost data base from which to estimate future job costs. In order to assist in the development of this information, within 30 days after award of Purchase Order, Contractor shall submit cost data as requested in the following Table 2-1.

The data provided shall not be considered a commitment for purposes of cost adjustment to the Purchase Order for this Work. Unit or lump sum price adjustments shall be made only in accordance with contractual agreements as stated in the Purchase Order as established by the Bidder's proposal.

TABLE 2-1

COST DATA BASE

Within 30 days after award of Purchase Order, Contractor shall submit cost data as outlined below. The accumulated total shall be equal to the grand total price for performing all of the Work.

Item	Description	Quantity	Unit	Labor		Material	Const. Equipment	TOTAL
				MH	\$			
<u>ACCESS ROAD</u>								
<u>DIRECT COSTS</u>								
	1. Clearing & Grubbing		sy					
	2. Excavation & Disposal		cy					
	3. Excavation and Recompaction		cy					
	4. Borrow & Compaction		cy					
	5. Fine Grading		sy					
	6. Weed Killer		gal					
	7. Crusher Run base		cy					
	8. Asphaltic Concrete		tons					
	9. Other (Itemize)							
	10. Helistop Direct Costs							
	11. <u>INDIRECT CONSTRUCTION COSTS</u>							_____
	12. <u>OVERHEAD & PROFIT</u>							_____

2-3

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SUBSECTION 2A

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

The following are changes, deletions, and additions to be incorporated into Section 1, General Terms and Conditions, of this Specification.

INSURANCE

The insurance provisions in Section 1.12 are deleted in their entirety and superseded by the following:

2A.1 With respect to performance of 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 or manufacturers from whom only purchases are made, and consultants, the following types of insurance with limits as shown:

2A.1.1 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 Longshoremen's 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 return premiums, premium refunds, dividends, and any other monies due or to become due to it or them in connection with such insurance.

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

2A.1.2 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.

There shall be no deductible for personal injury or bodily injury claims. For any property damage claims made against Contractor or Subcontractors, the insurance policy deductible or \$5,000, each occurrence, whichever is less, shall be for the account of Contractor or such Subcontractor.

The completed operation hazard and products hazard insurance afforded hereunder for bodily injury and property damage liability shall continue in

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force for a period of two years after completion or Acceptance of the Work, whichever is the last to occur.

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.

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.

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

2A.1.3 In the event of contemplated reduction in coverage or cancellation of any insurance referred to in Sections 2A.1.1 and 2A.1.2, 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.

The named insureds shall not, by reason of its or their inclusion under the insurance referred to in Section 2.A.1, incur liability for payment of premium for such insurance.

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 2.A.1. Absent receipt of such notice, Company shall not have any obligation to provide the insurance set forth in Section 2.A.1 to Subcontractors.

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.

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 2.A.1, and Company shall handle all insurance matters relating to Subcontractors directly with such Subcontractors.

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

2A.2 Contractor Provided Insurance

During performance of Work at the Jobsite Contractor shall secure and maintain for itself and cause to be secured and maintained for all Subcontractors, the following types of insurance with limits as follows:

2A.2.1 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, nonowned 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 the insurance provided for in this Section 2.A.2.1. Such insurance shall be primary for all purposes and shall be so endorsed.

2A.2.2 With respect to the insurance referred to in Section 2A.2.1, Contractor shall (i) furnish certificates of insurance to Company prior to commencement of the Work, which certificates shall provide that such insurance shall not be terminated nor expire except on thirty days prior written notice to Company, and (ii) maintain such insurance from the time Work first commences until completion of the Work.

2A.2.3 With respect to the insurance referred to in Sections 2.A.1 and 2.A.2, (i) if Contractor fails to have Company so named as an additional insured pursuant to Section 2.A.2.1 and/or (ii) if Contractor, by performance or nonperformance of its obligations pursuant to the Purchase Order causes any insurance provided pursuant to Sections 2.A.1 and 2.A.2 to be invalid or otherwise 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, costs and losses, including attorney's fees and damages to Company's property, 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 and/or such insurance had not been caused to be invalid or otherwise uncollectible.

END SUBSECTION 2A

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SUBSECTION 2B

JOBSITE REQUIREMENTS

2B.1 CONTRACTOR'S FACILITIES

Before proceeding with the erection of any construction facilities, including temporary structures, equipment, offices and warehouses, Contractor shall provide the Engineer with dimensions, descriptions, and proposed location of all such facilities, with capacities and capabilities of the equipment. The construction facilities shall be adequate for the purpose intended, and shall conform with the requirements of this Specification and all local and State regulations.

2B.2 IDENTIFICATION OF CONTRACTOR'S EQUIPMENT

When requested by Company, all vehicles and construction equipment used by Contractor or Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business title.

2B.3 SANITATION

All portions of the Work shall be maintained in a neat, clean, and sanitary condition at all times. Toilets shall be supplied by Contractor, where needed, for use of the employees on the Work. Their use shall be strictly enforced. The Engineer shall be permitted to use the Contractor's sanitary facilities.

2B.4 ACCESS AND PARKING

The Engineer shall indicate the access route to the Jobsite and the parking areas to be used by transport vehicles and all employees of Contractor. These directions shall be strictly adhered to and no other routes or areas shall be used without permission of the Engineer.

2B.5 UTILITIES

Company shall provide no utilities at the Jobsite.

2B.6 CLEAN UP

During the progress of the Work, Contractor shall keep the area occupied by it, and access to such areas, in a neat, clean and safe condition.

Upon completion of the Work and before the final payment is made, Contractor shall, at its own expense, satisfactorily dispose of or remove from the vicinity of the Work all rubbish, unused Material belonging to it or used in the performance of the Work, and shall leave the premises in a neat, clean and safe condition.

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Solar One

JOBSITE REQUIREMENTS

2B.7 FIRE PROTECTION

Fire protection for Contractor's Material, facilities and equipment shall be furnished and maintained by Contractor. No fire protection equipment or personnel shall be provided by Company.

END OF SUBSECTION 2B

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

SUBSECTION 2C

CONTRACTOR'S PERSONNEL REQUIREMENTS

2C.1 CONTRACTOR'S REPRESENTATIVE

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

All written instructions, orders, or other communications delivered to Contractor's representative at the Jobsite shall be considered as having been delivered to Contractor's main office.

2C.2 SUPERINTENDENCE

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

2C.3 PROGRESS MEETINGS

Unless waived by the Engineer, Contractor shall attend weekly progress meetings at the Jobsite. The participants shall include the Contractor's principal representatives, Subcontractors' representatives, as appropriate, and the Engineer. The purpose shall be to review progress, schedule Work and deliveries of Material. The result to be desired from the progress meetings shall be to inform all concerned on the matters discussed and to obtain coordinated action that will best assure performance pursuant to the basic schedule.

2C.4 QUALIFICATIONS OF EMPLOYEES

Contractor shall employ only competent and skilled employees to perform the Work. If Company notifies Contractor that any employee on the Jobsite is, in its opinion, incompetent, disorderly, uses threatening or abusive language to any person on the Jobsite, or is otherwise unsatisfactory, the following steps shall be taken:

- A. Contractor shall review the circumstances which prompted Company to notify Contractor of the problem.
- B. Upon completion of A, Company and Contractor shall meet and determine whether (i) any further action is necessary, (ii) the employee is to be counseled regarding the problem or (iii) the employee is to be discharged.

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

CONTRACTOR'S PERSONNEL REQUIREMENTS

C. The employee shall not be employed by Contractor on the Jobsite again if discharged, except with the written consent of Company.

END SUBSECTION 2C

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

SECTION 3

TECHNICAL REQUIREMENTS

SUBSECTION 3.1 - Work Description

3.1.1 SCOPE OF WORK

Contractor shall furnish all Work and Material required to construct an access road of approximately 5000 ft. in length and 24 ft. wide and a helistop pad for the Solar One Generating Station as shown on the drawings and described herein.

3.1.2 ENVIRONMENTAL CONDITIONS

The completed Work shall be subjected to the following environmental conditions:

Elevation: Approximately 1,960 ft. above sea level

Temperature: Minimum 15°F, Maximum 120°F

Wind: Avg. Max. 50 MPH

Atmospheric Conditions: Normal desert conditions including blowing dust and sand.

3.1.3 MAJOR ITEMS OF WORK BY CONTRACTOR

The major items of Work to be performed by Contractor include, but are not limited to the following:

1. Clearing and grubbing
2. Construction of access road and helistop
3. Application of asphaltic concrete paving
4. Striping and marking of the helistop
5. Installation of phone cable ducting

3.1.4 MATERIAL BY CONTRACTOR

Contractor shall furnish all Material required to perform the Work.

3.1.5 SURVEY

During the progress of the Work, Contractor shall protect all survey markers, alignment hubs, and bench marks set by others. All markers damaged by Contractor shall be replaced by Contractor at no cost to Company. Contractor

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

WORK DESCRIPTION

shall provide survey for the Work using centerline marks designated by the Engineer. Contractor is responsible for proper alignment, location, and elevation of the Work. Contractor shall notify the Engineer in writing of any discrepancies between Contractor's survey and the drawings.

3.1.6 DUST CONTROL

An effective dust-abatement method shall be used to minimize dust raised during excavation, on haul and access roads, in waste-disposal areas, and all other work areas during performance of the Work. The method used shall be approved by the Engineer. Petroleum products shall not be used. The measures employed shall not create a hazard or cause a nuisance to nearby residences, crops, or the Work.

3.1.7 ARTIFACTS AND FOSSILS

Archeology and palentology investigations shall be conducted in areas being excavated. Contractor shall provide access and cooperation with Company personnel, San Bernardino County Museum Association personnel, or others associated with these investigations.

3.1.8 SUBMITTALS

All documentation specified in Table 3-1 shall be submitted by Contractor to the Engineer in the quantity and time frame specified in Table 3-1.

SPECIFICATION 40-0237

3.1-3

ITEM	TYPE OF DOCUMENTATION REQUIRED	REFERENCE SECTION	NUMBER AND TYPE OF SUBMITTALS AFTER AWARD OF CONTRACT				APPROVAL DOCUMENTS REQUIRED NO. OF DAYS AFTER AWARD	REMARKS
			FOR APPROVAL		AFTER APPROVAL			
			QTY.	PREF. FORM	QTY.	PREF. FORM		
1.	Work Schedule	2.6	1	R	1	R	10	
2.	Cost Data Base	2.8	-	-	1	R	30	
3.	Tons of asphaltic mixture used	3.2B.3	-	-	1	R	-	Ten days after completion of Work
4.	Gal. of Weed Killer	3.2B.3	-	-	1	R	-	Ten days after completion of Work
5.	Sieve Analysis Report	3.2B.3	-	-	1	R	-	Ten days after completion of Work
6.	Asphaltic Certification Report	3.2B.3	-	-	1	R	-	Ten days after completion of Work

LEGEND: N - Nonreproducible, R - Reproducible, A - 35 mm Aperture Card

TABLE 3-1 DOCUMENTATION SUBMITTAL SCHEDULE

SECTION 3

TECHNICAL REQUIREMENTS

SUBSECTION 3.2 - Sitework

Part 3.2A
Earthwork

3.2A.1 SCOPE OF WORK

Contractor shall perform all clearing, grubbing, and earthwork required to construct the access road and helistop as shown on the drawings and described herein.

3.2A.2 CODES AND STANDARDS

The Work shall be performed in compliance with the following standard which by reference is hereby made a part of this Specification:

American Society for Testing and Materials (ASTM)

ASTM D 1557-70 - Test for Moisture Density Relations of Soils, Using 10 lbs. (4.5 kg) Rammer and 18 in. (457 mm) Drop.

3.2A.3 GENERAL

- A. The site shall be graded in accordance with the drawings and this Specification.
- B. Contractor shall verify and notify the Engineer of the location of all above grade and below grade utility lines. Contractor shall employ proper precautions so as not to disturb or damage such improvements.
- C. Any out-of-service pipelines, oil wells or other such items which extend below or beyond the limits of the planned grading shall be removed and plugged, capped, filled, or otherwise abandoned in accordance with the applicable Governmental Agency requirements or as directed by the Engineer.
- D. Contractor shall be responsible for any damage to utilities, pipelines, and other such items that are caused by Contractor.
- E. The finished surface shall be well-compacted, reasonably smooth, and free from irregularities or discontinuities in surface level. The degree of finish shall be that ordinarily obtained from either bladegrader or scraper operations. The finished surface shall be not more than 0.15 ft. above or below the required grade or approved cross section. Such variation of 0.15 ft. above or below the required grade shall not occur in a horizontal distance of less than 50 ft. Ditches and gutters shall be finished so as to permit adequate drainage.

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Access Road and Helistop
Solar One

EARTHWORK

F. Discrepancies in finished grade elevations that exceed the allowable tolerances shall be corrected.

3.2A.4 CLEARING AND GRUBBING

A. All brush and organic matter shall be cleared to a distance of two ft. inside the toe of a fill and shall not extend past the toe of the fill or two ft. past the top of a cut section.

B. During pioneering and grading operations, care shall be exercised to minimize sidecasting of earthwork material.

C. All brush, refuse, stumps, roots, and debris, shall be hauled away and disposed off the Jobsite at Contractors expense.

3.2A.5 EXCAVATION

Contractor shall excavate every type of material encountered within the limits of the roadway to the lines, grades, and depths shown on the drawings. Excavated materials accepted as satisfactory fill material shall be transported to and placed in fill or embankment areas within the limits of the Work. Unsuitable materials encountered within the limits of the Work shall be excavated below grade, disposed of as designated by the Engineer, and replaced with satisfactory materials as directed by the Engineer.

The top six inches of material along the entire access road and the helistop shall be excavated and disposed of at a borrow pit designated by the Engineer.

3.2A.5.1 Imported Fill Material

A. Any deficiency in quantities between excavated materials acceptable as satisfactory fill material and the required fill material shall be alleviated by importing approved fill material.

B. Imported fill material shall consist of nonexpansive, well-graded granular material of which not more than 20% passes a No. 200 screen and the maximum size does not exceed three in. All fill material shall be approved by the Engineer.

C. A representative fifty-pound sample of any imported fill material proposed for use shall be submitted, as directed by the Engineer, for testing and approval well in advance of the scheduled placement of fill. No fill material shall be placed until it has been approved by the Engineer.

EARTHWORK

3.2A.5.2 Mixing of Soils of Organic Origin

Soil of organic origin shall be well mixed with other soils through normal grading operations.

3.2A.6 COMPACTION

A. After any required excavation, or before placing fill, the exposed natural soils shall be scarified to a depth of 12 in. and brought to optimum moisture content.

All fill shall be compacted to a minimum of 95% of maximum density as determined by ASTM D 1557.

3.2A.7 EMBANKMENT PLACEMENT

Embankment material shall be placed in successive horizontal layers with each layer being compacted prior to placement of the next layer. No one layer shall exceed six in. in compacted depth.

3.2A.9 FINISH GRADING

The finish grading of the access road and helistop shall be in accordance with the drawings. All areas, including excavated and filled sections and adjacent areas, shall be uniformly smooth graded to the lines, grades and sections shown on the drawings and as specified herein.

3.2A.10 DRAINAGE

3.2A.10.1 Corrugated Metal Culvert

A. Corrugated metal pipe shall conform to the drawings and this Specification. The pipe shall be 16 gauge galvanized steel, 24 in. in diameter with Armco end sections.

B. The pipe shall be laid in a trench excavated to the lines, grades and details shown on the drawings. The bottom of the trench shall be graded and prepared to provide a firm and uniform bearing throughout the entire length of the pipe.

C. Separate sections of the pipe shall be laid in the trench without laps, with circumferential joints upgrade and longitudinal laps positioned other than in the invert, and then firmly joined together.

EARTHWORK

3.2A.10.2 Culvert Bedding Material

Bedding material shall be sand, gravel, disintegrated granite, crushed aggregate or native free-draining granular material. In cases where native free-draining granular material is suitable for use as bedding, the trench may be excavated to a point above the invert grade and the trench bottom hand shaped to the outside diameter of the pipe. However, the trench bottom shall provide firm and uniform bearing.

3.2A.10.3 Backfilling of Culvert Trench

The culvert trench shall be backfilled with material removed from the excavation. Maximum size of backfill material shall be 3 in.

All backfill shall be brought up to the required grades and elevations and shall be compacted in place to 95% of compaction in accordance with ASTM D 1557.

END PART 3.2A

SECTION 3

TECHNICAL REQUIREMENTS

SUBSECTION 3.2 - Sitework

Part 3.2B

Asphaltic Concrete

3.2B.1 SCOPE OF WORK

Contractor shall furnish all Work and Material required to place a two in. surface of asphaltic concrete pavement over an 8 in. crushed run base on the access road.

3.2B.2 CODES AND STANDARDS

Work shall be performed in compliance with the following codes and standards, which are hereby made a part of this Specification:

Uniform Building Codes (1976) - Pertinent Sections

Uniform Pacific Coast Specifications for Paving Asphalts, Grade AR-8000

American Society for Testing and Materials (ASTM)

ASTM D 1559-76 - Test for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus

ASTM D 2027-72 - Liquid Asphalt (Medium-Curing Type)

California State Department of Transportation and Standard Specifications

Section 26 - Aggregate Bases, Class 2

Section 39 - Asphaltic Concrete, Type B

In the event of conflict between this Specification and the above listed codes and standards, the more stringent requirements shall govern.

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Access Road and Helistop
Solar One

ASPHALTIC CONCRETE

3.2B.3 SUBMITTALS

Furnish weight tickets for each delivery of Material and records of survey to the Engineer for verification of the following quantities:

Asphalt: Total number of tons of asphaltic mixture incorporated into the Work.

Contractor shall also submit the following:

Weed Killer: Total number of gallons incorporated into the Work.

Sieve analysis report of the asphaltic concrete aggregate.

Certification that asphaltic concrete has been mixed in accordance with this Specification.

3.2B.4 MATERIALS

Reference the California State Department of Transportation Standard, Section 39, Type B, Surface Courses.

3.2B.4.1 Aggregate Base

Clean, hard durable broken stone or crushed gravel, or both conforming to the State of California Dept. of Transportation Standard Specification, Section 26, Class 2 Aggregate Bases.

3.2B.4.2 SAND

Clean, hard-grained, moderately sharp particles containing a maximum of 3% loam, clay, or other organic matter; and free from excessive amounts of mica.

Finely powdered lump-free limestone, portland cement or powdered mineral dust shall be used as a filler if the sand is deficient in fines.

Diatomaceous earth or other undesirable matter shall not be allowed.

3.2B.4.3 Prime Coat

Prime coat shall be an MC-70, SC-70, or MC-250 liquid asphalt applied to the 8 in. base at the rate of 0.25 gal./yd².

3.2B.4.4 Paving Asphalt

Grade AR 8000, unless otherwise designated by the Engineer.

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Access Road and Helistop
Solar One

ASPHALTIC CONCRETE

3.2B.4.5 Seal Coat

Seal coat shall be Type SS1 asphaltic emulsion with 60-70 grade liquid asphalt applied to the finished AC surface at the rate of 0.20 gal./yd².

3.2B.4.6 Weed Killer

Poly-Bor-Chlorate, manufactured by U.S. Borax and Chemical Corp., or an Engineer approved equivalent.

Mix at the ratio of one pound to one gallon of water. Apply at the rate of four gallons per 100 square ft.

3.2B.5 APPLICATION OF WEED KILLER

Sterilize the areas to be surfaced with the specified weed killer. Apply as directed by the manufacturer's instructions.

NOTE

Do not apply weed killer in adverse or windy weather conditions; nor in any manner that permits the weed killer to spread beyond the perimeter of the Jobsite.

Contractor shall be responsible for all loss or damage to Company's property or to the property of others resulting from the negligent use of the weed killer.

3.2B.6 SUBGRADE AND SUBGRADE REPAIR

Contractor shall perform whatever fine grading is necessary for the proper placement of the pavement. Fine grading shall leave the subgrade smooth and compact at not less than 95% of maximum density as determined by ASTM D 1557.

A. Contractor shall provide a select base course, in accordance with California State Division of Highways Standard Section 26.

B. Fill and trim the subgrades smoothly to elevations which shall not exceed 0.00 ft. above, and 0.10 ft. below, the subgrade elevations indicated on the drawings. The drawings show elevations of top of paving, so thicknesses of paving shall be subtracted therefrom to obtain subgrade elevations. Discrepancies in finished grade elevations that exceed the allowable tolerances shall be corrected by Contractor at no cost to Company.

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Access Road and Helistop
Solar One

ASPHALTIC CONCRETE

3.2B.7 ASPHALT MIXING AND PLACEMENT

3.2B.7.1 Mixing

Conform all mixing operations to the requirements of the California State Department of Transportation Standard Specifications, Section 39.

3.2B.7.2 Placement

The compacted thickness of the asphaltic concrete pavement shall be a minimum of two in. Pavement edges shall be vertical, straight, and the top surface level with the adjacent finished grade. The surface and edges shall be finished so as not to block the flow of water.

The mixture shall be spread in one course, applied at a temperature not lower than 250°F. Materials shall be spread in such a manner that after compaction the pavement has the specified thickness.

3.2B.7.3 Rolling and Tamping

Each course shall be rolled and compacted in accordance with the California State Division of Highways Standard Specification, Section 39.

3.2B.8 HELISTOP MARKING

Contractor shall apply white marking on helistop as shown on the drawings. Contractor shall use Sinclair Hi-way Lacquer 60, White, or Fuller O'Brien White Traffic Line Paint 382-D6.

3.2B.9 INSPECTION

The finished surface will be inspected by the Engineer for defects, such as cracks, hollows, and protrusions greater than 1/2 in. under a ten ft. straight-edge, and for correct grade.

Inspection shall also be made at a representative number of locations for correct thickness of pavement.

All defective Work shall be repaired by Contractor at the Contractor's sole expense. Repair Work shall meet all standards of this Specification and shall be equal to the approved Work in durability and appearance. Skin patch repairs shall not be accepted.

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Access Road and Helistop
Solar One

ASPHALTIC CONCRETE

3.2B.10 DRAWING LIST

The following drawings are included as part of this Specification:

<u>Drawing No.</u>	<u>Title</u>
5133437	Access Road (Plan & Profile).
5133438	Access Road (Plan & Profile) and General Notes.
5133439	Access Road (Section & Details) and Miscellaneous Details.
5133440	Helistop Plan, Section & Details.

END OF SUBSECTION 3.2

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

SOUTHERN CALIFORNIA EDISON COMPANY
Rosemead, California

PROPOSAL REQUIREMENTS

SPECIFICATION 40-0237

CONSTRUCTION AND PAVING OF ACCESS ROAD AND HELISTOP
SOLAR ONE GENERATING STATION

Part A
Information With Proposal

A.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 as set forth in Section 1 of the Specification. 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.

A.2 INSPECTION OF JOBSITE

Each Bidder, before submitting its proposal, shall visit the Jobsite to satisfy itself as to the nature and location of the Work, the general and local Jobsite conditions, the transportation and handling of Material, the environmental and physical conditions at the Jobsite, the character of the equipment, facilities, labor conditions, safety and security precautions, and all matters which may affect the performance of the Work and its cost. Such Jobsite visits shall be arranged by and made with the Engineer. Notification of the initial Jobsite visit shall be made through the Buyer.

A.3 CONSTRUCTION PLAN

Bidder shall provide an attachment containing the following information:

- A. A narrative description of how the Work is planned to be performed including the Work area and laydown area required.

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

Bidder _____
Date _____

PROPOSAL REQUIREMENTS

- B. The number and size of construction teams to be utilized.
- C. A listing of the major types and quantities of construction equipment required (both Bidder owned and leased).
- D. The quantities of Material required for the Work
- E. A summary milestone schedule showing the time phasing of the main activities to be performed within the start and Work Completion Date.

A.4 EXPERIENCE RECORD OF SUPERINTENDENT

Bidder shall provide an attachment listing the name(s) and experience record of the construction superintendents whom it expects to employ in the Work. The record shall cover in detail the superintendent's construction experience in the subject Work, and indicate his reliability for satisfactorily meeting scheduled completion dates.

The construction superintendent shall be at the Jobsite at all times during construction and shall be authorized to speak and act on behalf of Contractor.

A.5 LIST OF SUBCONTRACTORS

Edison is actively involved in developing and employing minority owned and small business enterprises, and encourages its suppliers and contractors to identify and utilize minority owned and small business subcontractors when contracting for work with Edison.

Bidder shall list the Subcontractors and the Work to be performed by each Subcontractor.

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

A.6 TECHNICAL DEVIATIONS

Bidder shall provide a complete list of technical items of deviation and exception to the Specification on which this proposal is based, referencing the Section No. and explaining the deviation. If there are no deviations, Bidder shall so indicate.

END PART A

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

Bidder _____
Date _____

SOUTHERN CALIFORNIA EDISON COMPANY
Rosemead, California

PROPOSAL REQUIREMENTS

SPECIFICATION 40-0237

CONSTRUCTION AND PAVING OF ACCESS ROAD AND HELISTOP
SOLAR ONE GENERATING STATION

Part B
Commercial Information

B.1 PRICES

Bidder shall submit a fixed price quote.

GRAND TOTAL PRICE for performing all the Work and all provisions described by the Specification is as follows:

\$ _____
(Figures)

_____ Dollars
(Words)

B.1.1 Unit Prices

The following unit prices shall be used for adjusting the Grand Total Price for additions to or deletions from the Work:

<u>Item</u>	<u>Unit Pricing for Changes</u>	<u>Unit</u>
1. Grading	_____	Per Sq. Yd.
2. Sub-base	_____	per cu. yd.
3. Culverts	_____	Each installed
4. Weed Killer	_____	Per gallon
5. Prime Coat	_____	Per sq. ft.
6. Seal Coat	_____	Per sq. ft.
7. Paving of Access Road	_____	per sq. ft.
8. Paving of Helistop	_____	per sq. ft.

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Solar One

Bidder _____

Date _____

PROPOSAL REQUIREMENTS

B.2 TERMS OF PAYMENT

Bidder shall state the specific terms of payment proposed, in compliance with Section 1.7, and a schedule of such proposed payments.

B.3 WORK SCHEDULE

The Work shall be completed on the following date, _____, as specified in Section 2 or _____ calendar days from acceptance of the Purchase Order by Bidder.

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.

B.4 LABOR CONTRACTS

The present major labor contracts will come due for review as follows:

_____/_____
Date

_____/_____
Date

B.5 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.

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

Bidder _____
Date _____

PROPOSAL REQUIREMENTS

B.6 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 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

By

Title

Bidder's Address

SPECIFICATION 40-0237
Access Road and Helistop
Solar One

Bidder _____

Date _____



DEPARTMENT OF ENERGY
SAN FRANCISCO OPERATIONS OFFICE

CONTRACTOR REQUEST FOR PATENT CLEARANCE
FOR RELEASE OF UNCLASSIFIED DOCUMENT

Prime Contract No. DE-AC03-77SF10501
Subcontract No. NA
Report No. (STMPO) 501
DOE/SF/10501-024
Date of Report October, 1979
Name & Phone No. of DOE Technical Representative Mike Lopez (415) 273-4264

TO: Roger S. Gaitner, 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: **Construction of Paving of Access Road and Helistop 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 Room 497**

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

TO: INITIATOR OF REQUEST **X**

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.

Signed Harold M. Dixon Date Mailed 10/19/84