

PITTSBURG POWER COMPANY

INVITATION TO BID

CONTRACT DOCUMENTS

FOR THE PURCHASE OF STATION F SWITCHGEAR

CONTRACT NO. 2022-16

Issued for Bid: April 27, 2022

TABLE OF CONTENTS

Notice Inviting Bids	2
Instructions to Bidders	3
Bid Proposal	6
Contract	8
Specifications	17

Notice Inviting Bids

- Bid Submission.** Pittsburg Power Company (“PPC”) is a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency. PPC provides retail gas and electric service on Mare Island in Vallejo, operating under the name Island Energy. PPC will accept sealed bids for the sale and delivery of two (2) medium-voltage “Vacuum Fault Interrupters” (each, a “VFI”), including related components, as further specified (collectively, the “Equipment”) from qualified suppliers (a “bidder” or “bidders”), by or before May 20th, 2022, at 2:00 p.m., at the office of the City Clerk of the City of Pittsburg, located at 65 Civic Avenue, First Floor, Pittsburg, California, at which time the bids will be publicly opened and read aloud.
- General Information.** PPC requires the supply and delivery of the Equipment to PPC’s Island Energy location, located at its Station F – Building 822, 1366 Railroad Ave., Mare Island Vallejo, CA 94592 (the “Delivery Site”), as further described and specified in the Specifications attached hereto.
- Contract Documents.** The bid documents (Notice Inviting Bids, Instructions to Bidders, and Bid Proposal form), the Contract, the Specifications, and any attachments or addenda thereto (collectively, the “Contract Documents”) may be downloaded from the City of Pittsburg’s website located at: <https://www.pittsburgca.gov/business/current-bidding-opportunities>. A printed copy of the Contract Documents may be obtained from the office of the City Clerk of the City of Pittsburg, Community Development Department, 65 Civic Avenue, Pittsburg, CA 94565, for a nonrefundable payment to PPC of \$15.00.

By: Edmaranda McVey for Date: 4-26-2022
Alice E. Evenson, City Clerk

Publication Date: April 27, 2022

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to Pittsburg Power Company ("PPC") for sale and delivery of the Equipment must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each Bid Proposal must be signed, sealed and submitted to PPC, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. PPC reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from PPC. The bid price must include all costs to timely supply and deliver the Equipment as specified in the Contract Documents, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead. By submitting a bid, each bidder agrees that the bid price constitutes a firm offer to enter into the Contract with PPC, and that the offer will remain open for 60 days following the date of bid opening.

1.2 Bid Envelope. The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Station F Switchgear Purchase
Contract No. 2022-16

City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Attn: Alice E. Evenson

The envelope must also be clearly labeled, as follows, with the bidder's name and address:

[Bidder company name]
[street address]
[City, state, zip code]

2. Bid Proposal Form and Enclosures. Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, may be considered nonresponsive. Any exceptions should be identified in a separate attachment with a brief explanation of how each exception meets or exceeds the requirements in the Specifications.

3. Authorization and Execution. Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code § 313.

4. **Requests for Information.** Questions or requests for clarifications regarding the Equipment, the bid procedures, or any of the Contract Documents must be submitted in writing to Douglas W. Buchanan, PE of Pittsburg Power Company at DougBuchanan@pittsburgca.gov. Oral responses are not authorized and are not binding on PPC. Bidders should submit any such written inquiries at least five business days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by PPC in response to a written inquiry will be issued in an addendum.
5. **Pre-Bid Investigation.**
 - 5.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents and reasonable and prudent inquiry concerning known and potential site and area conditions, prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed.
 - 5.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," if any, e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying PPC of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to PPC no later than five business days before the scheduled bid opening. PPC expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by PPC.
6. **Addenda.** PPC reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check the following website periodically for any addenda or updates:
<https://www.pittsburgca.gov/business/current-bidding-opportunities>
7. **Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by PPC at 65 Civic Avenue Pittsburg, CA 94565 or sent via email at DougBuchanan@pittsburgca.gov before 5:00 p.m. no later than two business days following bid opening ("**Bid Protest Deadline**") and must comply with the following requirements:
 - 7.1 **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - 7.2 **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
 - 7.3 **Copy to Protested Bidder.** Upon submission of its bid protest to PPC, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

- 7.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by PPC before 5:00 p.m., within two business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “**Response Deadline**”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 7.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to PPC, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 7.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 7.7 Right to Award.** PPC reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit and to award the Contract to the bidder it has determined to be the bidder submitting the lowest responsive bid, notwithstanding any pending or continuing challenge to its determination.
- 8. Reservation of Rights.** PPC reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; or to postpone or abandon the purchase entirely. The Contract will be awarded, if at all, within 60 days after opening of bids, to the bidder that submitted the lowest responsive bid. PPC expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by PPC in any form. Each bidder is solely responsible for its costs to prepare and submit a bid.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

STATION F SWITCHGEAR PURCHASE

_____ (“Bidder”) hereby submits this Bid Proposal to Pittsburg Power Company (“PPC”) for sale and delivery of the above-referenced Equipment, as defined in the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to supply and deliver the Equipment as specified in the Contract Documents, within the specified time, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, shipping and handling, taxes, insurance and all overhead for the following price (“Base Bid”):
\$ _____.

2. **Delivery Deadline.** If awarded the Contract, Bidder will supply and deliver the Equipment to the Delivery Site by the following deadline: *(Insert a deadline for delivery of the Equipment. Bidder’s proposed deadline must not exceed 10 months from the Effective Date of the Contract, as defined in Section 1 of the Contract.)*

_____ months from the Effective Date of the Contract

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against PPC based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents.

4.2 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to timely supply and deliver the Equipment in accordance with the Contract Documents.

4.3 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.

4.4 **Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

5. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the sale and delivery of the Equipment, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

- 5.1 **Execute Contract.** Enter into the Contract with PPC in accordance with the terms of this Bid Proposal, by signing and submitting to PPC the Contract prepared by PPC using the form included with the Contract Documents; and
- 5.2 **Insurance Requirements.** Submit to PPC the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on _____, 2022, by:

Company Name

s/ _____

Name and Title

s/ _____

Name and Title

[See Section 3 of Instructions to Bidders for signature requirements]

Company Address

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Contract

This contract ("**Contract**") is entered into by and between Pittsburg Power Company, a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency ("**PPC**") and _____ ("**Supplier**"), for sale and delivery of two (2) medium-voltage "Vacuum Fault Interrupters" (each, a "VFI"), including related components, as further specified (collectively, the "**Equipment**").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Supplier has submitted a Bid Proposal for the sale and delivery of the Equipment to PPC's Island Energy location, located at its Station F – Building 822, 1366 Railroad Ave., Mare Island Vallejo, CA 94592 (the "**Delivery Site**"), as further specified in the Contract Documents, as defined below. This Contract will take effect upon full execution by the parties ("**Effective Date**").
2. **Contract Documents.** The following documents, all of which are incorporated into this Contract, are collectively referenced as the "**Contract Documents.**" Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. In case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:
 - 2.1 Change orders or amendments, if any;
 - 2.2 Addenda, if any;
 - 2.3 Contract;
 - 2.4 Island Energy – Station F Switchgear Spec Sheet, dated January 14, 2022, prepared by Power Engineers, Inc. ("**Specifications**");
 - 2.5 Notice of Potential Award;
 - 2.6 Notice Inviting Bids;
 - 2.7 Instructions to Bidders; and
 - 2.8 Supplier's Bid Proposal.
3. **Supplier's Obligations.** Supplier must provide, furnish, and supply all things necessary and incidental for the timely delivery of the Equipment, as set forth in the Contract Documents, including all necessary labor, materials, supplies, tools, equipment, facilities, shipping, and delivery costs.
4. **Coordination with Project Manager.** Supplier and its representative must coordinate the delivery of the Equipment, with PPC's Project Manager and be available to the Project Manager, to answer questions related to the Equipment. PPC's Project Manager for this Contract is Kamal Neogy, available via email at kneogy@pittsburgca.gov and via telephone at (707) 567-4055. PPC reserves the right to replace its Project Manager without prior notice to Supplier. Supplier's representative for this Contract is _____ <insert name>, available via email at _____ <insert email> and via telephone at _____ <insert phone number>.
5. **Payment.** As full and complete compensation for Supplier's timely supply and delivery of the Equipment, in strict accordance with the terms and conditions of the Contract Documents, PPC will pay Supplier \$ _____ ("**Contract Price**") for all of Supplier's direct and indirect costs to supply and deliver the Equipment, including all labor, materials, supplies, equipment, taxes, insurance, all overhead costs, and any other costs, expenses, and charges incurred by Supplier, in accordance with the payment provisions contained herein. Supplier warrants that title to all work, materials and equipment incorporated into the Equipment will pass to PPC free of any claims, liens, or encumbrances upon payment to Supplier.
 - 5.1 **Application for Payment.** Following delivery of the Equipment as required by the Specifications, Supplier may submit to PPC an invoice for payment for the Equipment.

The invoice must be itemized to include all labor, materials, and equipment provided and delivered, and any other substantiating data required by the Contract Documents. PPC will not pay for Equipment that is not fully functional as specified or otherwise does not meet the requirements of the Contract Documents. Supplier's acceptance of payment for the Equipment will release PPC from any and all claims and liability for compensation under this Contract.

6. **Delivery Deadline.** Supplier will supply and deliver the Equipment, as required by the Contract Documents, within _____ months from the Effective Date, unless extended by PPC by a duly authorized change order ("**Delivery Deadline**").
7. **Liquidated Damages.** Time is of the essence in performing all of Supplier's obligations under the Contract Documents. If Supplier fails to supply and deliver the Equipment to PPC by the Delivery Deadline, or for Equipment that is not fully functional as specified by the Delivery Deadline, PPC will assess liquidated damages in the amount of \$1,200.00 per day for each day of unexcused delay. Liquidated damages may be deducted from any payment due or to become due to Supplier under this Contract.
8. **Freight.** Freight is to be shipped FOB Destination. Supplier owns the title to Equipment until delivery to the Delivery Site and acceptance by PPC. No additional charges for containers, packing, storage, or any other similar charges will be allowed unless specified elsewhere in the Contract Documents.
9. **Insurance.** No later than ten days following issuance of the Notice of Potential Award, Supplier must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to PPC. The required insurance must cover the activities of Supplier and any subcontractors of Supplier under the Contract and must remain in full force and effect at all times during the period covered by the Contract, through the date of PPC's acceptance of the Equipment. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Supplier fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, PPC may, at its sole discretion, purchase such coverage at Supplier's expense and deduct the cost from payments due to Supplier, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Supplier's liability under this Contract or to fulfill Supplier's indemnification obligations under this Contract.

9.1 Policies and Limits. The following insurance policies and limits are required for this Contract:

(A) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Supplier's or its subcontractor's acts or omissions in the fabrication and delivery of Equipment, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(B) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(C) *Workers' Compensation Insurance and Employer's Liability*: The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Supplier is self-insured, Supplier must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

9.2 Notice. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to PPC, unless due to non-payment of premiums, in which case ten days written notice must be made to PPC.

9.3 Waiver of Subrogation. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against PPC.

9.4 Required Endorsements. The CGL policy and automobile liability policy must include the following specific endorsements:

(A) PPC, including its Board of Directors, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by PPC.

(B) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(C) The insurance provided by Supplier is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(D) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

9.5 Supplier's Responsibilities. This Section 9 establishes the minimum requirements for Supplier's insurance coverage in relation to the sale and delivery of the Equipment but is not intended to limit Supplier's ability to procure additional or greater coverage. Supplier is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Supplier is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Supplier's insurance coverage.

9.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "**deductibles**") in excess of \$100,000 are subject to approval by PPC's Risk Manager, acting in his or her sole discretion, and must be declared by Supplier when it submits its certificates of insurance and endorsements pursuant to this Section 9. If PPC's Risk Manager determines that the deductibles are unacceptably high, at PPC's option, Supplier must either reduce or eliminate the deductibles as they apply to PPC and all required Additional Insured; or must provide a financial guarantee, to PPC's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

- 9.7 Third-Party Transportation Companies.** Supplier must ensure that any third-party transportation companies contracted by Supplier to transport and deliver the Equipment maintain the same insurance coverage required under this Section 9, sufficient to cover the entire cost to replace the Equipment. Transportation companies may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by PPC's Risk Manager. Supplier must confirm that each transportation company has complied with these insurance requirements, including those requirements related to the Additional Insureds and waiver of subrogation. Upon request by PPC, Supplier must provide certificates and endorsements submitted by each transportation company to prove compliance with this requirement. The insurance requirements for transportation companies do not replace or limit the Supplier's insurance obligations.
- 10. Indemnity.** To the full extent permitted by law, Supplier will indemnify, defend with counsel acceptable to PPC, and hold harmless PPC, its Board of Directors, officials, officers, agents, employees, and volunteers (collectively, "**PPC Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Supplier's acts or omissions with respect to this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of PPC Indemnitees. This indemnification obligation applies to any and all intellectual property claims. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.
- 11. Correction of Defects.** Supplier must promptly correct, at Supplier's sole expense, any deficient or defective Equipment, as determined by PPC in its sole discretion. Workmanship, materials, parts or equipment that do not conform to the requirements of the Specifications and every other Contract Document, as determined by PPC, will be considered defective and subject to rejection. This paragraph also applies to any defects or deficiencies discovered during the warranty period set forth in Section 21.
- 12. Ownership.** No portion of the Contract Documents may be used for any purpose other than the sale and delivery of Equipment, without prior written consent from PPC. Supplier is deemed to have conveyed the copyright in any designs, drawings, specifications, shop drawings, or other documents (in paper or electronic form) developed by Supplier for the Equipment, and PPC will retain all rights to such works, including the right to possession.
- 13. Intellectual Property Rights.** Supplier must, at its sole expense, obtain and possess any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Equipment. Supplier grants a license to such items for the benefit of PPC. All licenses shall be perpetual, world-wide, non-exclusive, non-transferable, and royalty free and sufficient in scope to permit PPC's full use and enjoyment of its ownership rights in the Equipment. Supplier's indemnity obligations in Section 10 apply to any claimed violation of intellectual property rights in violation of this provision.
- 14. Records.** Supplier will maintain records related to this Contract, including records related to the Equipment delivered, for a period of four years from expiration or termination of this Contract. Supplier will permit PPC to inspect, examine, and audit Supplier's books, records, accounts, and any and all data relevant to this Contract at any reasonable time, and will furnish to PPC any other evidence or information requested by PPC.
- 15. Confidentiality.** Unless disclosure is required by applicable law or valid court order, Supplier will maintain the confidentiality of all non-public information made known to or discovered by Supplier in connection with this Contract and will not disclose or otherwise disseminate any information conveyed by or through PPC to Supplier relating to this Contract. Supplier will immediately notify

PPC in writing if it is requested to disclose any such information. This provision survives termination or expiration of the Contract.

16. Suspension and Termination.

16.1 Suspension. PPC reserves the right to suspend, delay, or interrupt the delivery of the Equipment, in whole or in part, for a period of time determined to be appropriate for PPC's convenience or due to Supplier's fault. Upon notice by PPC pursuant to this provision, Supplier must immediately suspend, delay, or interrupt the delivery of the Equipment, and secure the Equipment, if necessary. PPC will compensate Supplier for reasonable extra costs resulting from such directives only to the extent that PPC issues such directives for its convenience and not due to Supplier's fault and provided that Supplier provides advance written notice to PPC of such extra costs.

16.2 Termination for Convenience. PPC reserves the right to terminate all or part of the Contract for convenience upon written notice to Supplier. In the event of PPC's termination for convenience, Supplier waives any claim for damages, including for loss of anticipated profits. If PPC terminates the Contract for convenience, Supplier will be compensated for its actual, documented out of pocket costs up to the effective date of termination with no mark up.

16.3 Termination for Default. PPC may terminate this Contract for cause for any material default. Supplier may be deemed in default for a material breach of the Contract Documents, including failure to deliver the Equipment by the Delivery Deadline; failure to correct rejected work; disregard of applicable laws, regulations, ordinances, rules, or orders; or responsibility for any other material breach of the Contract requirements. If PPC terminates the Contract for cause, PPC will only owe Supplier payment for Equipment accepted by PPC prior to the effective date of termination.

17. Dispute Resolution.

17.1 Written Claim. In the event that any dispute arises in relation to this Contract, Supplier must submit a written claim to PPC, which must clearly identify and describe the dispute and attach any documents necessary to substantiate the claim. PPC will respond in writing within 15 business days following receipt of the claim. Within 10 days of PPC's response, PPC's Project Manager and Supplier's representative will meet either in person or via video conference, as mutually agreed, in order to engage in a good faith effort to resolve the matter informally. If the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

17.2 Mediation. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 business days after the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

17.3 Claim Presentment. Nothing in this Contract will be construed as a waiver of any of the claim presentment requirements set forth in Government Code section 900 et seq.

18. Remedies. All of PPC's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and PPC reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or sale and delivery of the Equipment.

19. **Waiver.** PPC's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by PPC. PPC's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by PPC.
20. **Acceptance of Equipment.** PPC's acceptance of, or payment to Supplier for, the Equipment does not release Supplier from its responsibility for the accuracy, completeness, or competency of the Equipment, nor do the actions constitute an assumption of Supplier's responsibility or liability by PPC for any defect or error in the Equipment.
21. **Warranty.**
- 21.1 **General.** The Equipment's value to PPC is entirely dependent on it being fully functional as required by the Specifications. Supplier warrants that the Equipment will meet the performance standards set forth in the Specifications, and that all Equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Supplier further warrants that the Equipment will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Supplier warrants that materials or items incorporated into the Equipment comply with the requirements and standards in the Contract Documents, including compliance with all applicable laws. At PPC's request, Supplier must furnish satisfactory evidence of the quality and type of Equipment furnished.
- 21.2 **Warranty Period.** Supplier's warranty must guarantee that the Equipment meets the performance standards set forth in the Specifications and that the Equipment is free from defective workmanship and materials for a period of at least one year from the date PPC accepts the Equipment, except when a longer guarantee is provided by a supplier or manufacturer. Supplier must obtain from its subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.
22. **Conflicts of Interest.** Supplier, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any local requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
23. **Independent Contractor.** Supplier is an independent contractor under this Contract and will have control of the supply and delivery of the Equipment and the means and methods by which it is performed. Supplier and any subcontractors of Supplier are not employees of PPC and are not entitled to participate in any health, retirement, or any other employee benefits from PPC.
24. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required under this Contract because of natural disasters, strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.
25. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

PPC:

Pittsburg Power Company
65 Civic Drive
Pittsburg, CA 94565
(925) 252-4185

Attn: Douglas W. Buchanan, Power Company Manager
dougbuchanan@pittsburgca.gov

Copy to: Vanessa Xie, Accounting Officer
vxie@pittsburgca.gov

Supplier:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

26. General Provisions.

- 26.1 Compliance with All Laws.** Supplier will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances.
- 26.2 Assignment and Successors.** Supplier may not assign its rights or obligations under this Contract, in part or in whole, without PPC’s written consent. This Contract is binding on Supplier’s and PPC’s lawful heirs, successors and permitted assigns.
- 26.3 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 26.4 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Supplier waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 26.5 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 26.6 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between PPC and Supplier.
- 26.7 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 26.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

If Supplier is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

SIGNATURE PAGE FOLLOWS

The parties agree to this Contract as witnessed by the signatures below:

PPC:

Approved as to form:

s/ _____

s/ _____

Garrett Evans, Executive Director
Name, Title

Name, Title

Date: _____

Date: _____

SUPPLIER: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 26.8):

s/ _____

Name, Title

Date: _____

END OF CONTRACT

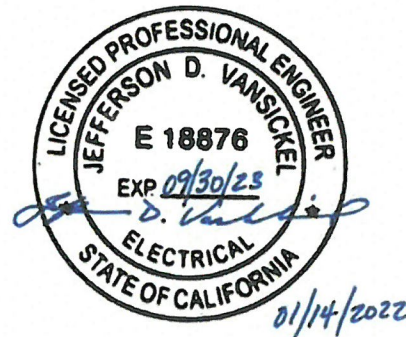
Specifications

[Follows Next Page]

January 14, 2022

ISLAND ENERGY

Station F Switchgear Spec Sheet
Mare Island, CA



PROJECT NUMBER:
170840
PROJECT CONTACT:
JEFF VANSICKEL
EMAIL:
JEFF.VANSICKEL@POWERENG.COM
PHONE:
208-288-6311



*Island Energy - Station F Switchgear Spec Sheet
Mare Island, CA*

PREPARED FOR: ISLAND ENERGY, MARE ISLAND, CA

PREPARED BY: JEFF VANSICKEL
208-288-6311
JEFF.VANSICKEL@POWERENG.COM

REVISION HISTORY		
DATE	REVISED BY	REVISION
08-30-2021	J.VanSickel	0
01-14-2022	J.VanSickel	1

MEDIUM VOLTAGE PADMOUNT SWITCHGEAR

Name:	Station F Switchgear
Equipment Tag Number:	F-1 & F-2
Location:	Outdoor
Exterior Color:	Per manufacturers standard
Enclosure Type:	NEMA 3R
Main Bus:	600 Amps ,15kV, 3PH, 3W
Neutral Bus:	100 percent of the phase bus rating
S.C Rating (Min):	12.5kA symmetrical interrupting rating
Frequency	60Hz
Cable Entry:	Bottom
Special Features:	<ul style="list-style-type: none"> 1. Six-Way Switch <ul style="list-style-type: none"> a. Three (3) VFI-Ways b. Three (3) Switch-Ways

FEATURES FOR MEDIUM VOLTAGE PADMOUNT SWITCHGEAR

1. Standard Features:
 - a. Pad-mount style, mild steel with non-corrosive hardware
 - b. Double-sided configuration
 - c. 100% Deadfront construction
 - d. Liquid level gauge
 - e. Lift-up roof with retainers
 - f. Pentahead bolt with padlock provisions
 - g. Externally replaceable bushing/wells – 600A on all VFI-Ways, 200A on all Switch-Ways
 - h. Accessory parking stands
 - i. 1” External drain valve with 3/8” sampler on tank with lockable cover
 - j. ¼” x 1.5” flat copper ground bus with 5/8” holes
 - k. Visible break on all ways: Closed – Open – Ground
 - l. Semaphore indicators on all ways
 - m. Provisions for S.T.A.R. FCI with large FISHEYE on all ways
 - n. Current sensing
 - o. E200 transformer fluid shall be provided and shipped with switchgear

2. All ways (1-6) shall be equipped with two (2) auxiliary Form C contacts. Both contacts shall be wired to the control cabinet one for use by the control (monitoring) system and the other for customer use.

3. Switchgear shall be provided with CT powered overcurrent protection and control module as a minimum.

4. No motor operators/provisions required.