SPECIFICATION S-00-001

GENERAL SPECIFICATIONS

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FOR

10 MW PROTOTYPE GEOTHERMAL POWER PLANT

UNION OIL COMPANY OF CALIFORNIA

Donated By:
Herbert Rogers Jr.
Rogers Engineering Co.

Prepared by

ROGERS ENGINEERING CO., INC.
SAN FRANCISCO, CALIFORNIA

△	12/22/78	REVISED PARA. 4.2. ADDED PARA 17.8	RB	7/8	
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△	5/23/77	ISSUED FOR CONSTRUCTION	RB	7/8	
No.	Date	Description	Ck	R.App	C.App

ROGERS ENGINEERING CO., INC.
111 PINE STREET
SAN FRANCISCO, CALIF. 94111

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Brawley, California

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Client Union Oil Date 8/30/78

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GENERAL SPECIFICATION

1.0 SCOPE

This specification applies to the general requirements of all purchased materials, equipment and services and covers general instructions for Suppliers.

Purchaser is Union Oil Company of California, its successor or assigns as purchaser hereunder.

2.0 DEFINITIONS

2.1 "Union": Union Oil Company of California

2.2 "Supplier": Party or parties making a contract with Union for materials, equipment or work..

2.3 "Bidder": Party or parties submitting a proposal for materials, equipment or work.

2.4 "Specification": Refers to and indicates the General and Specific Conditions of Union or Union's consulting engi-

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neer's specifications, that are made a part of purchasing documents and any Addenda to these.

2.5   "Suppliers' Specifications": Refers to and indicates General and Specific Conditions of Supplier and Addenda to these.

△ 2.6   "Work": Refers to equipment or service performed or supplied to the project.

△ 2.7   "As directed", "As required", "As permitted". "Approved", "Acceptable", "Satisfactory", means by or to Union or its designated representative or Consulting Engineer.

△ 2.8   "Consulting Engineer": Rogers Engineering Co., Inc. hereinafter referred to as Rogers.

△ 2.9   "Purchaser": Union or its designated representative for this project as Purchasing Manager:

Rogers Engineering Co., Inc.

111 Pine Street

San Francisco, California 94111

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3.0 GENERAL

3.1 The materials or equipment specifications will designate whether the installation is outdoors or within an enclosure.

3.1.1 Outdoor equipment shall be constructed for continuous operation in a corrosive H₂S ambient environment.

3.2 The order of precedence of documents listed below shall be:

3.2.1 Conditions in purchase order, with attached Material Requisition and specifications.

3.2.2 Complementary drawings and data sheets as approved by Rogers.

△ 3.2.3 Suppliers' equipment specifications as approved by Rogers.

△ 3.2.4 General Specification No. 00-001. Should Supplier discover any discrepancy or conflict between the various documents he shall request clarification from Rogers. Work performed before authorization by Rogers will be at Supplier's risk.

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4.0

PROPOSAL

4.1

General: The proposal shall be enclosed in a sealed envelope distinctly marked "PROPOSAL" with the title of equipment ³ or materials to be supplied and project title ³ included and delivered to Purchasing Manager: Rogers.

The proposal shall be signed with the full name and local address of Bidder by a responsible member of the firm. Union reserves the right to reject any and all proposals, and to accept other than the lowest proposal. The design, description, and performance capabilities of the equipment and/or materials set forth in the accepted proposal, subject to modifications mutually agreed to, shall become a part of the purchase order or contract.

4.2

Quotations: Quotations shall be FOB carrier's vehicle, ³ point of shipment, freight prepaid to Brawley, California. Quotations shall be exclusive of applicable sales, use, or other excise taxes, and Union will reimburse Supplier therefor. The proposal shall include, for excise tax and other purposes, a statement showing separately the amount included in the quotation to cover delivery charges and supervision of installation charges, if any. Delivery charges shall include cost of freight, cartage, dunnage, and insurance. The total shipping weight and dimensions shall be stated in the proposal.

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- 4.3 Quotations shall also include:
- 4.3.1 Complete description of work including materials of construction.
- 4.3.2 Typical outline, arrangement and sectional drawings for bid analysis as specified in Material Requisition.
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- 4.3.3 Price breakdown for individual items as specified in Material Requisition.
- 4.3.4 Escalation and cancellation charges formula, if any.

5.0 DELIVERY

- 5.1 Fabrication and Shipment Time: The time quoted for fabrication and shipment will be an important consideration and condition in making the award. Construction schedules and contracts between Union and third parties are or will be based upon receipt of the equipment and/or material which is the subject of this Specification by the promised delivery date. Time is of the essence hereof. Supplier shall give immediate written notice to Union of each shipment made, accompanied with full information as to routing, car numbers, and other necessary

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matters. If a delivery schedule is specified, the general order in which the equipment and/ or material shall be delivered shall be in accordance with the delivery schedule. Changes in this schedule may be directed by Buyer and these changes shall be complied with by Supplier insofar as possible.

5.2

Suspension of Work or Delivery: Union may suspend work or delivery by extension of time to Supplier. Supplier shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control. The date of delivery, in the event of such delay, shall be postponed by the number of calendar days over which such cause or event extended, provided Supplier submits to Union a claim in writing for extension of time within seven (7) days from the date of the start of delay. In the event Supplier is late in delivery, there shall be no escalation or price adjustment beyond the contract shipment date, except where such late delivery is requested or caused solely by Union.

6.0

LAWS AND REGULATIONS

6.1

Equipment and/or material furnished hereunder shall be so designed and constructed that when installed it will

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comply with the applicable laws, rules, and regulations, including, without limitation, all "Occupational Safety and Health Standards" promulgated by the U. S. Secretary of Labor and all Safety Orders of the Division of Industrial Safety, Department of Industrial Relations, State of California, which must be complied with before the equipment and/or material may lawfully be used by Union in California. All expenses incurred in complying with these requirements are understood to be included in the contract price.

7.0

TITLE

7.1

Title to the equipment and/or material furnished hereunder shall pass to Union "fob vessel", car, or other vehicle, point of shipment". Should the equipment and/or material be received at destination by Union in a damaged condition and any claim for damage during shipment be declined by the carrier or carriers with the inference that damage was the result of the action of the ²supplier or some inherent defect in the equipment and/or material, Supplier, upon the request of Union shall assume the responsibility of processing any claim or claims against the carrier or carriers and shall reimburse Union for the cost of repairing or replacing the damaged equipment

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and/or material. In any event, Supplier shall assist Union in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

8.0 DRAWINGS AND DATA

8.1 Drawings and data requirements including time schedule are shown on the Material Requisition. These are considered as part of the quotation and purchased supply.

8.2 Approval of such drawings by Consulting Engineer shall be general only and shall not relieve Supplier of responsibility for correct construction and compliance with the purchase order or contract, which shall include this Specification. Supplier shall pay for any alterations made necessary by his ² errors. All work shall be done in accordance with such approved drawings in compliance with the intent of this Specification.

Approval of all drawings and data sheets by the Purchaser or Union or its representatives is required. ² Calling Supplier's attention to certain errors does not place responsibility upon Union for the correctness of other features not mentioned.

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Foundation and outline drawings must be certified correct and that as to dimensions and weights the equipment will conform to the drawings.

Supplier's drawings and data sheets shall show equipment numbers, ²Material ²Requisition number, purchase order number, Supplier's title, drawing and revision number all within a title block in the lower right hand corner of the sheet.

9.0 INTENT OF SPECIFICATIONS

9.1 This Specification and the accompanying drawings or specification are intended to cover all requirements and unless expressly excluded, all labor and materials not specified or indicated but which are necessary to complete the work in a proper, substantial, and workmanlike manner shall be furnished by Supplier. It is agreed and understood by Bidder that if Bidder's proposed specifications, drawings and general terms of sale, conflict with this specification or other attached specification documents, this specification shall govern and such conflicting portions of Bidders proposal shall not become a part of the contract. In addition to Bidder's base proposal, which shall comply with this Specification,

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Bidder may submit an alternate proposal resulting in cost saving to Union. The base proposal shall be labeled "Base Proposal", and any alternate proposal shall be designated "Alternate Proposal". In such alternate or base proposal or proposals, any and all exceptions to this Specification must be stated or listed as exceptions in writing in the alternate proposal or proposals in a separate paragraph entitled "Exceptions", and it is agreed and understood that in all other particulars this Specification shall govern.

10.0

INFRINGEMENT PROTECTION

10.1

All royalties or other charges for any patent, trademark, or copyright to be used in the work shall be considered as included in the contract price. Supplier shall indemnify and save harmless Union against any and all judgments, costs, damages, and expenses which may be awarded against Union in any suit, action, or proceeding brought against Union for infringement or alleged infringement of any patent, trademark, or copyright by a court of competent jurisdiction, arising out of the use by Union of the equipment and/or material furnished hereunder in the ordinary course of their use for the purposes hereunder intended. If any suit or suits for infringement of any

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patent, trademark, or copyright be instituted against Union as above specified on account of the use of said equipment and/or material furnished hereunder, and if promptly notified, Supplier shall assume the defense of such suit or suits and all expenses incident to the defense thereof. It is expressly understood that if Supplier assumes the defense of such suit or suits, Supplier shall have control of same, but Union shall be kept fully informed as to the progress thereof and have the right to confer with Supplier and give advice and assistance regarding same.

11.0

LABELS AND REGULATIONS

It is the responsibility of the Supplier to provide the materials or equipment with acceptable provisions so that Union is held harmless to any craft or labor union hindrance to job progress.

12.0

MATERIALS AND WORKMANSHIP

12.1

Materials: All materials used shall be suitable for the work, the best of their respective kinds, and shall be subject to the approval of Consulting Engineer. Articles or materials may be substituted for those specified only

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with the consent of Consulting Engineer. The methods used by Supplier shall be such as will produce satisfactory work, and shall ²be in accordance with the best trade practice.

- 12.2 Standards: Unless specified otherwise, equipment and/or material furnished hereunder shall be constructed and tested in accordance with the latest edition of applicable NEMA, IEEE, ANSI, ASME, AISC, AISI, AWS, ²TEMA, and ²ASTM or other standards designated herein.

13.0 CANCELLATION PROVISION

- 13.1 If Union deems it advisable, for ²good and sufficient reason, to suspend or terminate the work being performed pursuant to this Specification, Union may do so by written notice. Supplier thereupon shall take whatever action with respect to work in process as will tend to minimize its claim against Union.

Union will pay Supplier a reasonable suspension or termination charge, excluding any allowance for anticipated profits on the unperformed portion of the work. Supplier shall, to the extent practicable, include in subcontracts made pursuant to this contract a termination provision substantially similar to the foregoing provision.

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14.0

INSPECTION AND TESTS

14.1

Shop Tests: Union reserves the right for himself or his representative to inspect all equipment at all reasonable times in the shops of the Supplier. The Supplier shall notify Union ten (10) days in advance of the date the equipment is ready for performance testing or final inspection, when required. Some items will be inspected or performance tested as required and specified in Material Requisition at the job site. If the Supplier does not have facilities for performance testing at his shop, he shall state so in his quotation.

14.2

Material Tests: Should material tests be required by Consulting Engineer, Supplier will be advised in ample time so that test specimens can be provided during the shop manufacture. Unless otherwise provided, such tests shall be made in accordance with requirements of the applicable ASTM standards.

14.3

Certified Test Reports: Supplier shall furnish to Consulting Engineer certified copies of all test reports. The number of copies required shall be as specified in the drawing and data requirements ² in Material Requisition. These test reports, in addition to being certified, shall

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be approved by Union's Inspector in the vicinity before being sent to Consulting Engineer.

14.4

Field Tests: Field tests shall be made at the expense of Union except that the expense of ²test equipment and Supplier's representatives, if any, shall be borne by Supplier. If for any reason whatsoever the equipment and/or material does not meet the guarantees agreed upon in any respect and it is necessary for Supplier to make alterations for the purpose of meeting these guarantees, additional tests required to show the effects of such alterations shall be performed by ²Supplier at ²his own expense.

14.5

Inspections and Tests Not Deemed Waiver: The witnessing of such tests and the receipt of reports of such tests by Consulting Engineer, and Supplier's compliance with all provisions of this section concerning inspections and tests shall not constitute a waiver by Union of any warranty concerning the equipment and/or material, nor relieve Supplier of any warranty concerning said equipment and/or material.

15.0

SHIPMENT

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15.1   Preparation For Shipment

15.1.1   All equipment shall be marked or have metal tags attached showing equipment name, tag number, purchase order number and Material Requisition number.

15.1.2   Assembly drawings and operating instructions shall accompany shipment. This is in addition to drawings and data requirements of the Material Requisition.

15.1.3   Materials and equipment shall be protected from damage during shipment and handling and from the atmosphere by Supplier furnished cratings, coatings, plugs, etc. Equipment for export will be crated per Specification No. S-00-002, Rev. 0, or equal.

15.2   Carload Shipments: Thirty (30) days prior to shipment, routings on carload shipments, together with an outlined sketch showing shipping dimensions and weights, shall be forwarded for approval to Purchaser. Supplier shall be responsible for assuring that equipment and/or material is properly prepared for shipment and loaded so as to prevent damage during shipment. Supplier shall obtain all necessary special transportation permits for loads in excess of permissible limits as to weight or dimensions.

At or prior to the time of shipment Supplier shall forward to Purchaser complete details including any diagrams or sketches prepared concerning the method and techniques of preparing the equipment and/or material for shipment, ²loading, and ²unloading, including those utilized to prevent both external and internal damage during shipment. ²

15.2.1 Material List: A complete list of all material shipped shall be mailed to the work site.

15.2.2 Bills of Lading: Four copies of bills of lading shall be mailed to Purchaser and one copy to the work site.

15.3 Identification: All routings, sketches, material lists, and bills of lading shall be identified with Rogers ²Purchase Order number, Material Requisition number, and plant name.

16.0 INDEMNITY

16.1 Supplier shall indemnify Union, its officers, agents, and employees, against all losses, damage, expense and liability resulting from injury to, or death of persons, including, but not limited to, employees of Union and/or Supplier, or injury to property, including but not limited

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to, property of Union and/or Supplier, arising out of or in any way connected with the technical direction of installation, inspection, or construction performed by Supplier's representatives at Union's work site in conjunction with the equipment and/or material furnished hereunder, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of Union. Supplier shall, on Union's request, defend any suit asserting a claim covered by this indemnity. Supplier shall pay all costs that may be incurred by Union in enforcing the indemnity, including reasonable attorney's fees.

17.0

WARRANTIES

17.1

Workmanship and Materials: Supplier shall warrant that the equipment and/or material and all parts thereof furnished by Supplier, whether or not manufactured by Supplier, shall be of the kind and quality described in the ²Purchase ²Order or contract (which shall include this Specification), will be free of defects in workmanship, material, and title, and shall perform in the manner hereinafter set forth. All material and equipment shall be of good and merchantable quality, and shall be fit for its intended purpose.

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17.2

Performance: Supplier shall warrant that when the equipment and/or material is placed in operation or used it will perform in the manner set forth in the purchase order or contract, which shall include this Specification.

17.3

Remedies: Supplier shall agree that if it shall appear within twelve (12) months from the date the work is placed in operation, provided the same is not unreasonably delayed by Union, that the equipment and/or material delivered hereunder does not meet the warranties specified above and Union notifies Supplier promptly upon the discovery of the defect or nonconformity, Supplier shall acknowledge receipt of such notice of defect or nonconformity and shall inform Union in writing within five (5) days of receipt of such notice as to whether:

17.3.1

Supplier will, at ²his expense, immediately repair or replace the equipment and/or material. Such repair shall be effected in such a manner as not to interfere with construction and operations conducted by Union and in such a manner as not to interfere or breach any labor agreements between Union, its contractors or subcontractors; or

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- 17.3.2 Supplier authorizes Union to repair the equipment and/or material, or have it repaired, or otherwise correct the nonconformity, or have it corrected, so that the equipment and/or material will meet and conform to the warranty specified above, and agrees to pay Union the cost of such repair, replacement, or correction.
- 17.4 All freight charges incurred in connection with any such repair or replacement shall be borne by Supplier.
- 17.5 If Supplier is obliged to correct defects as herein provided, the warranty period for the repaired or replacement part shall extend for one year from completion of repair or installation of such part by ² Supplier or Union provided the same is not unreasonably delayed by Union.
- 17.6 Limitation of Liability: It shall be agreed that if Supplier shall so replace, repair, or otherwise correct the defect or nonconformity, or so authorize Union to repair, replace, or otherwise correct the defect or nonconformity and pays or agrees in writing to pay the cost of such repair, replacement, or other correction, such shall constitute fulfillment of all liabilities of Supplier to Union for any claim based upon such defect or nonconformity, and in such event, except as to title and except as

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provided in the paragraphs entitled "Infringement Protection" and "Indemnity," Supplier shall not be liable for special or consequential damages. If Supplier so replaces, repairs, or otherwise corrects the defect or nonconformity, or so authorizes Union to repair, replace, or otherwise correct the defect or nonconformity and pays the cost of such repair, replacement, or other correction, and it subsequently is determined either by agreement between Supplier and Union or any court of competent jurisdiction that Supplier is not liable for such defect or nonconformity, Union will repay or refund the sum so paid by Supplier. In any event, Supplier's liability for any claim based upon such defect, nonconformity, or noncompliance shall not exceed the total price of the equipment and/or material furnished under this Specification, except as provided in the paragraphs entitled "Warranties," "Infringement Protection," and "Indemnity."

△ 17.8

All warranties given to Union by the supplier, expressed or implied, shall inure to the benefit and be assignable to Union's Assignee

18.0

PAYMENTS

18.2

Invoices: Supplier shall render all invoices in quadruplicate for payment when due. Invoices shall be mailed

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to: Purchasing Manager

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Invoices shall indicate delivery charges, supervision of separate items apart from the cost, fob vessel, car, or other vehicle, point of shipment. Union's Material Requisition number, Purchase Order number, and plant name shall appear on all invoices.

18.3 Supplier's Responsibility: Full payment by Union shall not release Supplier of its responsibility to fully carry out its contract obligations.

18.4 Release: The acceptance by Supplier of final payment made under the terms hereof shall operate as and be a release of Union and every officer and agent thereof, of and from all claims of Supplier for any and all things done or omitted by or on behalf of Union in connection with, relating to, or growing out of this contract for the work done hereunder.

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19.0 METHOD OF PAYMENT

19.1 Preferred Method: Payments on the purchase price shall be made as follows:

19.1.1 Ninety-five percent (95%) of the component price thirty (30) days after invoice date and receipt of supporting bill of lading evidencing shipment, provided the equipment and/or material is received at work site and no apparent defects or damage are observed. The invoice date shall be the date of delivery to the carrier.

19.1.2 Five percent (5%) thirty (30) days after passing the acceptance tests described in this Specification.
In the event such tests are delayed more than seven (7) months after the date of operation set forth in this Specification and deliveries have not been delayed and the equipment does not appear damaged, defective, or nonconforming with the contract, the final payment will then become payable. Unless otherwise agreed, no payment shall be deemed to constitute an acceptance of the equipment or any component part thereof or a release of any responsibility or obligation of Supplier.

19.2 Alternate Method: Bidder may present an alternate scheme of payment in addition to Bidder's basic proposal which

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shall comply with this Specification, but Union reserves the right to adhere to the method outlined above. The basic proposal shall be labeled "Basic Proposal," and any alternate designated "Alternate Proposal."

20.0

CORRESPONDENCE AND ADDRESSES

20.1

Quotations will be submitted, in quadruplicate, to:

R. G. Brindle, Purchasing Manager

Rogers Engineering Co., Inc.

111 Pine Street

San Francisco, California 94111

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All matters dealing with specifications or engineering shall be referred to:

P. V. Mackey, Project Manager

Same address and reference as above

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20.2

After purchase, drawings and data sheets will be submitted in transparency to:

Vendor Print Control Job S-78014-10

Rogers Engineering Co., Inc.

111 Pine Street

San Francisco, California 94111

21.0

TOOLS

The Supplier will furnish all special tools required for the installation, operation and maintenance of equipment furnished by him. These special tools will be noted in his quotation.

22.0

SPARE PARTS

The Supplier shall furnish a recommended spare parts list and cost as indicated on Drawing and Data Requirements attached to each Material Requisition.

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