

INVITATION FOR BIDS

**LAKE PLACID VILLAGE ELECTRIC DEPT.
LAKE PLACID VILLAGE, INC.
LAKE PLACID, NEW YORK**

15 KV CABLE

SEPTEMBER 2023

**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

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**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for **15 KV CABLE**, will be received by Lake Placid Village, Inc. Attn: Anita Estling, 2693 Main Street, Suite 102, Lake Placid, NY 12946 until ***2:00PM prevailing time on the 12th day of October, 2023***, at which time and place the sealed bids will be opened and read aloud. Bids must be received in triplicate with an electronic copy on a thumb drive in a sealed opaque envelope marked **"Bid for 15 KV CABLE"** on the outside.

This bid is for the procurement only of the following items: *15 KV Cable*

Bids shall be prepared, considered and the contract awarded in accordance with all statutes governing such contracts. Every bid shall be on forms furnished by Lake Placid Village, Inc. Bids submitted on other forms may be rejected.

Bidders on this work are required to certify that bid prices have been arrived at without collusion as required by Section 103-d of the General Municipal Law of the State of New York.

The Lake Placid Village Electric Department specifically reserves the right to reject any or all bids, waive irregularities or informalities or to accept any bid which they deem to be in the best interest of the Lake Placid Village Electric Department and Lake Placid Village, Inc.

BY: Kimball Daby
Superintendent

Lake Placid Village Electric Department
2693 Main Street, Suite 102
Lake Placid, NY 12946

**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

INSTRUCTIONS TO BIDDERS

GENERAL

Bids must be in accordance with these specifications and with the "Advertisement for Bids", a copy of which is attached. Only bids direct from manufacturers shall be accepted. Bids through distributors will not be accepted.

Bids must be received in triplicate in a sealed envelope marked "**Bid for 15 KV Cable**", and addressed to:

**Lake Placid Village Electric Department
Attn: Anita Estling
2693 Main Street, Suite 102
Lake Placid, NY 12946**

Bids may be mailed or delivered by express service to the above address.

An unbound copy of all forms required to be returned is included with each copy of the specification. All bids must be made on the Proposal Form provided in these specifications, unless additional space is required for terms and conditions, in which case, a supplementary sheet on bidders letterhead or quotation form may be used, and shall become a part of the Proposal Form.

Bidders shall return one signed original, two (2) signed copies and one thumb drive containing a PDF copy of the signed original, of all required forms prior to the bid opening date and time.

All bids must be firm for a period of 60 days from the date of the bid opening.

OTHER DATA REQUIRED:

Each bidder must include the manufacturer's bulletins, specifications and dimension sheets, describing the equipment bid, and must insert in his copy of this specification in the spaces provided, a statement of conformity to the specifications. Any exceptions to the specifications must be indicated either in the spaces provided or on the bidder's letterhead and must be attached to these specifications.

CONTRACT DOCUMENTS

The Contract Documents may be examined and obtained at the following locations:

OWNER

**Lake Placid Village Electric Department
2693 Main Street, Suite 102
Lake Placid, NY 12946
Attention: Kimball Daby, Superintendent
Phone: (518) 523-2021
Mobil: (518) 637-3132**

ENGINEER

**PLM, Inc.
46 Lizotte Drive, Suite 201
Marlborough, Massachusetts 01752
Attention: Matthew Dunnells
Phone: (508) 435-0200
FAX: (508) 435-4491**

BID DEPOSIT REQUIREMENTS:

Bid Deposit Not Required

AWARD OF CONTRACT

The Lake Placid Village Electric Department reserves the right to:

- A. reject any bid not made on the form provided;
- B. waive any irregularity or informality;
- C. reject any or all bids;
- D. Award a contract by individual items, in aggregate or a combination thereof;
- E. Award a contract that is most advantageous to the Lake Placid Village Electric Department from a delivery and cost efficiency (best value) point of view. Best value will be determined by a comparative analysis of the following components:
 - 1. New purchase price, furnish, delivered f.o.b. to Lake Placid Village Electric Department, Substation No. 1, Lake Placid, NY 12946
 - 2. Electrical information and physical characteristics.
 - 3. Delivery schedule as specified by vendor.
 - 4. Previous experience with manufacturer.
 - 5. Previous experience with Bidder.
 - 6. Compliance with Specifications and Proposal documents.

**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

NON-COLLUSIVE BID CERTIFICATE

By submission of this bid the bidder certifies that:

(A) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Political Subdivision, Public Department, Agency or Official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (A) has published price lists, rates, or tariffs covering items being procured, (B) has informed prospective customers or proposed or pending publications of new or revised price lists for such items, or (C) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

Any bid hereafter made to any Political Subdivision of the State or any Public Department, Agency, or Official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision (1) of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

RESOLVED that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project:

15 KV CABLE

And to include in such bid or proposal, the certificates as to non-collusion required by section One Hundred and Three-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties or perjury.

_____	_____	_____
(Signature)	(Date)	(Title)

		(Printed Name)

**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

**SECTION I
PROJECT ORGANIZATIONAL REQUIREMENTS**

OWNER/ENGINEER

1. The term "OWNER" shall be defined as the "Lake Placid Village Electric Department".
2. The term "VILLAGE" shall be defined as "Lake Placid Village, Inc., New York".
3. The term "ENGINEER" shall be defined as "PLM Electric Power Engineering" (Power Line Models, Inc., a Massachusetts Corporation).

COMMUNICATION

All technical communications and correspondence shall be addressed to:

PLM, Inc.
46 Lizotte Drive, Suite 201
Marlborough, Massachusetts 01752
Attention: Mr. Matthew C. Dunnells
Phone: (774) 374-9676
dunnells.m@plmnet.com

All commercial correspondence and copies of technical communications during the project shall be addressed to:

Lake Placid Village Electric Department
2693 Main Street, Suite 102
Lake Placid, NY 12946
Attention: Mr. Kimball Daby, Superintendent
Phone: (518) 523-2021
Mobil: (518) 637-3132
kdaby@villageoflakeplacid.ny.gov

FREIGHT/DELIVERY

Freight shall be prepaid and allowed. The CONTRACTOR is responsible for all freight and cartage, including any additional freight to and from destination until the apparatus has been received in good condition, field tested, and accepted by OWNER and PLM.

DESTINATION

The equipment shall be delivered to the OWNER's Storage Yard, 77 Powerhouse Lane, Lake Placid, New York, 12946. Twenty-four (24) hour notice of delivery is required.

INSPECTION

An Owner's Representative shall be allowed free access, at all reasonable times, to the Manufacturer's shops for inspection of the equipment or any of its parts, and to obtain information on the progress of the work. Any work or material found to be defective shall be rejected and shall be replaced by the Manufacturer at his own expense. Such inspection, however, shall not relieve the Manufacturer from responsibility for the quality and correctness of the work.

**LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK**

**15 KV CABLE
SEPTEMBER 2023**

**SECTION II
TERMS AND CONDITIONS**

GENERAL

On-time shipment and trafficking during shipment are extremely important to facilitate on-time project completion. Close coordination of contractors and shippers is required.

CONTRACTOR

The term "Manufacturer" or "Bidder" shall mean the party furnishing the material specified herein.

ENGINEER

PLM is under separate contract with Owner to provide all technical services regarding this specification and to act as a designated technical representative of the Owner.

This Specification is the property of Power Line Models, Inc., and Lake Placid Village Electric Department. It is intended solely for use on this project. The unauthorized use of this specification for any other purpose is strictly prohibited.

PRICING POLICY AND TERMS

Firm prices are required. Payment terms are 100% at delivery of equipment to site, net 30 days.

Payment shall not be made on apparatus damaged in transit until apparatus is received in good condition.

Any cash discount period will date from the later of: the receipt of invoice by Owner, or the delivery of equipment, and not from the date of invoice. On invoices returned for correction, the cash discount period and terms will date from the receipt of owner of the corrected invoice. Material not received, short-shipped material, and rejected material shall not be processed for payment by Owner until all disputes are settled.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Bidder agrees as follows:

1. The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

By submitting a written proposal, the Bidder shall be deemed to have agreed to the terms and conditions set forth herein.

NOTICE OF APPARENT LOW BIDDER, NOTICE TO PROCEED

Any bidder whose proposal is accepted shall execute the contract within fifteen (15) days after delivery of Notice of Apparent Low Bidder or such additional time as is allowed by the Owner. Failure, neglect or refusal by the bidder to do so shall constitute a breach of agreement to enter into the contract effected by the bidder's proposal and the Owner's Notice of Apparent Low Bidder. The Owner may then select the lowest responsive bidder and deliver a Notice of Apparent Low Bidder to such lowest responsive bidder. At some time after the execution of the Contract, written Notice to Proceed will be given by the Owner to the Bidder. The accepted Bidder shall begin work within ten days after delivery of the Notice to Proceed and shall continue regularly thereafter, unless otherwise directed in writing by the Owner or duly constituted authority, with such work force, materials and equipment as to assure completion of the work within the time stated in the Contract Documents.

COMPLIANCE WITH TERMS AND CONDITIONS

Any act done or omitted to be done by Bidder in violation or disregard of these terms and conditions shall not be binding upon Owner, nor shall Owner be responsible for any damage or loss to Bidder or any other person, firm or corporation arising out of or in consequence of any such act or omission.

No modifications to these Terms and Conditions shall be considered after Contract execution.

ASSIGNMENT

Manufacturer shall not assign or subcontract any portion of the work without the prior written approval of the Owner. If such approval is given, it shall not relieve Manufacturer from liability hereunder.

CANCELLATION - APPARATUS

Owner shall have the absolute right to cancel the entire contract upon the payment to the Manufacturer for all disbursements or expenses which the Manufacturer has incurred or has become obligated for prior to the date of Notice of Cancellation, less the reasonable resale value of the materials, equipment and apparatus which has been obtained and become an integral part of the apparatus.

EXCUSABLE DELAYS

Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise, if and to the extent, caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of compliance with acts of governmental authorities, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, war or armed conflict declared or undeclared, rebellion and sabotage. The party affected by any such occurrence shall give notice to the Owner within five working days of its commencement and shall keep the Owner informed of action taken to terminate the occurrence.

DELAYS

Any change in the delivery date shall be reported to the Owner immediately by telephone, followed by a written confirmation, detailing the reason for the change.

NON-DISCLOSURE

Bidder shall not make use of drawings, specifications, data and other information furnished to it by Owner. Bidder shall promptly return to Owner all drawings, specifications, data and other information furnished by Owner in connection with the performance of this order, and shall not retain or permit others to retain any reproduction or copy thereof. Bidder shall not disclose any such drawing, specification, data or other information to any third party and shall make no further use thereof (or of any information derived therefrom), either directly or indirectly, without Owner's prior written consent, except in connection with the performance of this order.

PARTIAL SHIPMENT - APPARATUS

Apparatus shall not be shipped short of materials unless written authorization is issued by Owner. The Manufacturer shall supply detailed material lists of short-shipped items, itemized by price, and up-to-date delivery schedules. Any short-shipped items shall be delivered f.o.b. designated location within Lake Placid Village, New York.

PACKING/INSURANCE

All goods, material, or equipment must be safely packed in the manner described herein to ensure against damage and to comply with carrier's requirement as specified in applicable tariffs. All shipments are to be released to the carrier at full value and are to be fully insured for the total value of the material.

FREIGHT

The **PURCHASER** Contract Number shall be shown on all shipping papers and parcels. The Owner reserves the right to route all shipments. The Manufacturer shall provide shipping classifications, and shipping points if requested by Owner.

The **MANUFACTURER**, or any of his suppliers making shipment direct, shall transmit on the day of shipment:

- | | | | |
|----|-----------------|---|-------------------------|
| 1. | Freight Bill | - | original and two copies |
| 2. | Packing List | - | two copies |
| 3. | Bill of Lading | - | original and two copies |
| 4. | Express Receipt | - | two copies |

Delivery shall be f.o.b. Ultimate Destination, in open top style truck to facilitate unloading by crane. Receiving hours are 8:00 a.m. to 2:00 p.m. Monday through Friday (except Holidays), and specified delivery notice is required.

RECEIPT/INSPECTION

All material shall be received and inspected by Owner. Such inspection, however, shall not relieve the Manufacturer from responsibility for their quality and correctness of work. Material judged to be inferior quality, or not suitable for use shall be rejected. The Manufacturer shall be informed of rejected material for determination of replacement and disposition.

DAMAGED MATERIAL

The Manufacturer and shipper shall be promptly informed of damaged material. The Manufacturer shall make all reasonable efforts to expeditiously ship replacement materials or schedule repairs. For material shipped f.o.b. destination, replacement and repairs shall be at the Manufacturer's expense.

Obvious damage shall be noted on the Bill of Lading at the time of receipt. An agent's signature on the Bill of Lading does not release the shipper and/or Manufacturer from liability for concealed damage.

INVOICING

Invoices (three-part) shall be submitted to and processed by Owner. Invoicing shall be itemized to include:

1. Material
2. Labor (if applicable)
3. Tax on Material (if applicable)
4. Service Engineering (if applicable)
5. Freight

TAXES/ULTIMATE DESTINATION

In States where the Owner is required to pay State or local sales or use taxes on the Total Contract Amount and the Contractor is required to receive the said taxes for payment to the State, the amount payable to the Contractor by the Owner shall be the Total Contract Amount including the amount of the said taxes, if any.

TITLE

Both legal and equitable title to all of the material furnished hereunder shall pass to the Owner f.o.b. point indicated in the specification.

WARRANTY

The Manufacturer warrants that all material furnished herein shall be free from defects in design, material or workmanship and shall be suited in all respects both for the purpose for which it is intended and for all other uses for which it may be represented in writing by the Manufacturer to be suited. The Manufacturer also warrants the successful operation of all such material for a minimum period of 18 months from the date of arrival of the equipment at its destination from the Manufacturer premises, or 12 months after energization; whichever is longer. This warranty shall cover freight costs to and from the Manufacturer repair facility, the cost of removal from the site, and reinstallation costs after repair. Manufacturer shall provide repair technicians as necessary at no cost to the Owner and also be responsible for travel costs, lodging, and parts. Payment shall not be deemed to constitute an acceptance of the equipment or a release of any responsibility on the part of Manufacturer.

INDEMNITY

Accepted Bidder agrees to protect, indemnify, and hold harmless from any and all claims, demands and actions whatsoever including, but not limited to, all legal costs and expenses for loss of life, injury to person or damage to property, in regard to the goods, materials or equipment sold hereunder, whether the said loss of life, injury to person, or damage to property is sustained by any officer, agent, servant, or

employee of either Bidder or Owner or by an other person, firm, or corporation, when such claims, demands, or actions are caused by or arise out of:

1. Bidder's negligence or alleged negligence; or
2. Bidder's acts or omission; or
3. Bidder's failure to comply with terms and conditions of this purchase order.

PATENTS

Manufacturer agrees to protect, indemnify and save harmless Owner, its clients, officers, agents, servants and employees, from the payment of any royalties, damages, losses or expenses, legal or otherwise, claimed or established by any person, firm or corporation, for or growing out of any infringement upon Letters of Patent of the United States in respect to any part of the goods, material or equipment shipped on this order.

STATUTES

Manufacturer shall comply with the provisions of all applicable Federal, state, and local laws and regulations, for any goods, material or equipment to be furnished, hereunder, and shall upon request by Owner, furnish Owner with satisfactory proof of compliance with any designated law or regulation.

CONTRACT AWARD

Award of this Contract shall be made to the most responsive and responsible bidder not later than sixty (60) calendar days after bid opening.

LAKE PLACID VILLAGE ELECTRIC DEPARTMENT
LAKE PLACID, NEW YORK

15 KV CABLE
SEPTEMBER 2023

SECTION III
PROCEDURES AND LEGAL

PROPOSAL

Lake Placid Village Electric Department
2693 Main Street, Suite 102
Lake Placid, New York 12946

(Bidder)

(Date)

1. Pursuant to your Advertisement for Bids inviting Bids for the equipment described in the Contract Documents of which this Proposal is part, the undersigned Bidder hereby certifies and represents that it has examined and thoroughly understands the Contract Documents including the following:

ADDENDA NO.	DATE

2. The undersigned Bidder, having made such examinations and reached such understandings:

- a. accepts the obligation of a Bidder incurred by submitting this Proposal.
- b. agrees to the rights reserved to the Owner set forth in the Notice to Bidders.
- c. proposes to execute the Contract as set forth in the Contract Documents, of which this Proposal is a part.
- d. has signed and enclosed the Non-Collusive Bid Certificate
- e. warrants that the bid submitted is in accordance with the following Provisions as marked (check one):

(1) the equipment offered, if any, is in accordance with the requirements of the Contract Documents, notwithstanding any variation between descriptive material furnished and the requirements of the Contract Documents ☐

(2) the equipment offered, if any, deviates from the requirements of the Contract Documents, as listed on the specifications on the following form under the heading "DEVIATIONS." Deviations shall be noted on the Specifications in the spaces provided. If additional space is needed or space is not provided, Bidders must use their company letterhead and attach it to the specifications. The attachment shall become part of the Proposal Form. ☐

(If the Bidder fails to check one of the foregoing Provisions, the Proposal will be considered on the basis of Provisions (1) and the Bidder agrees to contract in accordance with that Provision.)

Bidder shall provide a full explanation of deviations or exceptions to any portion of the Contract Documents. If additional space is needed, Bidders must use their company letterhead and attach it to the Proposal.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- PLM** ELECTRIC POWER ENGINEERING

BID SCHEDULE		
15KV CABLE		
BID ITEM	DESCRIPTION AND AMOUNT	
1.	PLEASE FILL IN THE ENCLOSED SPREADSHEET. PLEASE PRINT THE SPREADSHEET AND ATTACH AFTER THIS PAGE AS YOUR BID FORM. PLEASE INCLUDE AN EXCEL FILE ON A THUMB DRIVE WITH THE FILLED IN SPREADSHEET IN ELECTRONIC FORMAT.	

All bid prices shall be firm for sixty (60) days from the date of the Bid Opening.

All bid pricing shall exclude the State of New York Sales and Use Taxes, Lake Placid Village is an exempt entity under New York State Law.

The Owner reserves the right to reject any or all Proposals, waive irregularities or informalities, or to accept any bid which it determines to be in the best interests of the Lake Placid Village Electric Department and Lake Placid Village, Inc., New York. The Owner reserves the right to award this bid in one total contract, or to separate the various elements into separate contracts, whichever is in the best interests of the Lake Placid Village Electric Department and Lake Placid Village, Inc., New York.

DELIVERY INSTRUCTIONS

The equipment and all related accessories will be delivered to the location designated herein. Please enter your proposed delivery date in the spreadsheet bid form.

PROPOSAL

The party by whom this Proposal is submitted and by whom the contract will be entered into, in case this Proposal is accepted is a _____

("Corporation", "Partnership", or "Individual")

doing business at _____, _____,
(Street) (City)

_____, _____, to which address Notice of Acceptance of Bid and all
(State) (Zip)

other written notices may be mailed or delivered until further written notice is given the Owner.

(Legal Name of Bidding Organization)

By: _____

(Signature of Authorized Person)

(Printed Name)

(Title)

(E-Mail)

The undersigned hereby certifies and represents to the Owner that the person signing this Proposal on behalf of the Bidder is authorized to do so.

(Partner of Partnership
or Official of Corporation)

AGREEMENT

THIS CONTRACT is made and entered into by and between the Owner and the Bidder whose names are subscribed hereto.

WHEREAS: The Owner has invited Proposals, received and analyzed said Proposals and duly given Notice of Acceptance of Proposal to the Bidder as set forth in detail in the Contract Documents, all of which Contract Documents are made a part hereof and which constitute the whole Contract between the Owner and the Bidder, and

WHEREAS: The Bidder has offered in its Bid to furnish the equipment and materials required by one or more of the Bid Schedule(s) items which are part of its Bid.

NOW, THEREFORE: It is hereby agreed that:

(a) The Bidder shall furnish all equipment and materials, pay all costs, and perform all requirements of this Contract for Bid ____, Bid Schedule Item(s) _____ in the manner specified in the Contract Documents, and

(b) If the Proposal calls for a single Lump Sum price(s) in the Bid Schedule(s) items set forth in (a) above, the Owner shall pay to the Bidder a Total Contract Amount of _____ /100 Dollars (\$ _____), and

(c) if the Proposal calls for unit prices in the Bid Schedule(s) items set forth in (a) above, the Owner shall pay to the Bidder a Total Contract Amount computed from the unit prices in said Bid Schedule(s) items set forth in the Bidder's Proposal and the actual quantities of units furnished. Based upon the unit prices in said Bid Schedule(s) items set forth the Bidder's Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the Estimated Total Contract Amount is _____ /100 Dollars (\$ _____), and

(d) in States where the Owner is required to pay State or local sales or use taxes on the Total Contract amount and the Bidder is required to receive the said taxes for payment to the State, the amount payable to the Bidder by the Owner shall be the Total Contract Amount as above specified including the amount of the said taxes, if any, and

(e) it is further agreed that the Bidder shall start work immediately after delivery of the Owner's Notice to Proceed and shall complete the construction as set forth in the Construction Schedule, with the Construction Time after said Notice to Proceed set forth in the Special Conditions or the Proposal, whichever is earlier.

AGREEMENT

IN WITNESS WHEREOF, six (6) identical counterparts of this Contract, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties hereto.

Lake Placid Village Electric Department

(Owner)

By: _____

Printed Name: _____

Title: _____

Date: _____

The undersigned hereby certifies and represents to the Owner that the person signing this Contract on behalf of the Bidder is authorized to do so.

By: _____

Title: _____

: _____

(Partner of Partnership
or Official of Corporation)

(Bidder)

By: _____

Printed Name: _____

Title: _____

Date: _____

Distribution:

Owner: - 4 signed copies
Bidder - 1 signed copies
Engineer - 1 signed copies

Bid Schedule

Lake Placid Village Electric Department, Distribution Cable Procurement - September 2023
Please enter your bid data in the hi-lited fields.
Please print a copy of this sheet and include with your bid form

Bidder:

Bid Item	Cable	Neutral/ Shielding	Jacket	Cable Specification	Length / Reel (ft)	Number of Reels	Total Cable Length Required (ft)	\$ per 1000 ft	Lead Time (Weeks ARO)	Extended \$
1	#2 AWG Copper Okonite URO-J w/140mil jacket or equal	Full Concentric	Polyethylene	16126	5,000	2	10,000			
2	1/0 AWG Copper Okonite URO-J w/140mil jacket or equal	Full Concentric	Polyethylene	16126	5,000	2	10,000			
3	2/0 AWG Copper Okonite URO-J w/140mil jacket or equal	Full Concentric	Polyethylene	16126	5,000	2	10,000			

Please provide cable catalog cuts with bid

SECTION 16126

15KV CONCENTRIC NEUTRAL CABLE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Design, manufacture, testing and delivery of 15kV power cable, with filled strand copper conductor, 133% EPR insulation, copper wire shield, and overall PE jacket.

1.02 REFERENCES

Design, manufacture and test in accordance with this section and applicable sections of the latest revision of the following standards:

- A. ANSI/IEEE C2, National Electrical Safety Code
- B. ICEA S-94-649, Standard for Concentric Neutral Cables Rated 5,000 Through 46,000 Volts.
- C. IEEE 48, Test Procedures and Requirements for High Voltage Alternating - Current Cable Terminations.
- D. IEEE 404, Standard for Power Cable Joints.
- E. IEEE 400, Guide for Making High-Direct-Voltage Tests on Power Cable Systems in the Field.
- F. UL 1072, Medium-Voltage Power Cables.

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Voltage Class: 15kV, 133%, 60 Hz.
- B. Cable Insulation: Ethylene Propylene Rubber
- C. Concentric Neutral: copper conductor, sized as indicated herein.
- D. Application: for use on a three-phase, four-wire grounded wye distribution system.
- E. Design and manufacture: standard product
- F. Medium voltage power cable shall have a performance record demonstrating a minimum of twenty-five (25) years successful operating experience in utility power cable application.
- G. Manufacturer shall do its own Insulation Compounding. Insulation shall be compounded and extruded at the same plant location.
- H. Manufacturer: Okonite, type URO-J, **or approved equal**

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01340:
 - 1. Cable Data: Cut sheets depicting the proposed cables to be used
 - 2. Test reports

- a. Test reports for Qualification Tests
- b. Test reports for Production Tests

1.05 QUALITY ASSURANCE

- A. Manufacturing and testing: under the control of a Quality Assurance Program which meets the requirements of Section 10 CFR 50, Appendix B, of the Federal Register as defined in ANSI N45.2.14.2. Documentation of the Manufacturer's Quality Assurance Program shall be furnished to the OWNER upon request and the OWNER shall have the right to inspect the Manufacturer's facilities for quality assurance purposes.
- B. Warranty:
 - 1. Warranty shall be transferred to the OWNER at project completion.
 - 2. Manufacturer shall warrant that the cable furnished will conform to this specification, will be free of defects in design, material, and workmanship and will provide reliable performance for the application as specified herein.
 - 3. Manufacturer shall replace in kind any cable which is determined to be defective in material or workmanship during inspection, whether at the Manufacturer's facility or during installation, or which fails during normal and proper use within the expected normal life of the cable. Warranty period (expected normal life of cable) shall be 40 years.
 - 4. Manufacturer shall be given immediate written notice of, and reasonable opportunity to inspect each and any failure.
 - 5. Replacements shall be made free of charge to the OWNER, including shipment to the delivery point specified in the original order.
 - 6. Lengths of cable which have been replaced under this specification shall become the property of the Manufacturer, returned to him at his expense.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Cable shall be hermetically sealed and firmly secured to the reel before shipment.
- B. Reels shall be lagged or covered with suitable material to provide protection against physical damage, dirt, and weathering during transit, storage and handling. A Manufacturer's reel number shall be assigned to each reel and shall be easily identifiable.
- C. Shipping lengths shall be determined by Purchaser. Documentation as to the length of cable on each reel shall be provided by the Manufacturer.
- D. Delivery: open bed trailer, reels positioned so as to roll towards the rear of the trailer to facilitate easy unloading.

PART 2 - PRODUCTS

2.01 MEDIUM VOLTAGE POWER CABLE

- A. General Requirements
 - 1. Type: single conductor, concentric neutral, jacketed power cable.
 - 2. Conductors: Copper, standard American wire gauges, Class B compressed stranded, except where otherwise indicated.

3. Insulation: ethylene-propylene-rubber
 4. Application: direct buried, underground ductbank, cable trench, conduit, or cable tray installation, suitable for wet or dry installation.
 5. Cables: meet the intent of ICEA S-94-649, with additions, options and exceptions, as detailed in this specification.
 6. Manufacturer shall insure compatibility of the cable assembly.
 7. Material: best quality appropriate for the purpose intended.
 8. Manufacturer shall notify the Owner whenever a change is made in the formulation or method of fabrication of component materials of this cable between the time of the order and the time the cable is manufactured for the Owner.
 9. Upon the Owner's request, the Manufacturer shall provide sufficient notice to allow Owner or the Owner's representative to inspect the cable at any specified stage during manufacture and to witness any or all routine or special tests performed on the cable. Opportunity for in-plant inspection shall be provided at Owner's convenience.
- B. Phase Conductors
1. Phase conductors: meet the electrical resistance requirements of ICEA S-94-649
 2. Copper Conductors: Uncoated soft copper. Compressed round conductors per ASTM B-3 and ASTM B-8. Compact round conductors per ASTM B-496.
 3. Filled Strand: semi-conducting material per ICEA T-31-610, chemically compatible with the conductor screen.
- C. Stress Control Layer (Conductor Shield)
1. A semi-conducting thermosetting EPR conductor shield shall be used for stress control. The conductor shield thickness shall be in accordance ICEA S-94-649. This extruded layer shall be applied in tandem with the insulation. During manufacture, the integrity of the semi-conducting conductor shield shall be continuously monitored with an optical or electronic skip and conductor protrusion detector. The semi-conducting conductor shield may not be considered to be part of the insulation system.
 2. Stress control layer shall be inseparably bonded to the overlying insulation, easily removable from the conductor using conventional stripping tools and suitable for the operating temperatures specified in this Document. The outer surface shall be cylindrical and smooth and free of significant protuberances.
- D. Insulation System
1. Cable construction and testing: EPR, based on a 133 percent insulation level for 15 kV class cable.
 2. Insulation system: EPR Class III or IV, capable of operation at 105°C normal, 140°C emergency overload, and 250°C short circuit conductor temperature.
 3. Insulation: Discharge-free or discharge-resistant, high quality, heat, moisture, impact, and ozone resistant thermosetting ethylene-propylene rubber-based elastomer compound. Insulation shall be compounded using a closed system to insure maximum cleanliness.
 4. Insulation: compatible with the semi-conducting shield and/or the conductor energy suppression layer. The outer surface of the extruded insulation shall be cylindrical and smooth.

5. Insulation system thickness: In accordance with ICEA S-94-649 for the voltage class and percent specified herein.
6. Insulating compound shall be of a color other than black in order to contrast with the black conductor shield layer such that any remaining particles of the conductor shield can be readily seen if they remain on the surface of the insulation.
7. Insulating compound shall be screened by utilizing a 100 mesh or finer screen just prior to its entrance to the extruder, and additionally screened utilizing an 80 mesh or finer screen within the extruder.

E. Insulation Shield

1. Insulation shielding layer: extruded black semi-conducting material compatible with the primary insulation system and the jacket.
2. Insulation shielding shall serve as an electrostatic shield. The interface between the insulation shielding and the insulation shall be free of contaminants, protrusions, and sharp projections into the insulation. A triple tandem extruded semi-conducting thermosetting EPR material may be used.
3. Insulation shield thickness: in accordance with ICEA S-94-649.
4. Insulation shield shall meet the requirements of ICEA S-94-649.
5. Outer surface of insulation shield shall be legibly identified with "SEMI-CONDUCTING REMOVE BEFORE SPLICING OR TERMINATION".

F. Concentric Neutral

1. Concentric Neutral: applied over the extruded insulation shield of each cable.
2. Conductor Requirements:
 - a. #2 Copper Phase Conductor: 16 helically applied, #14 AWG solid copper wires (full concentric neutral).
 - b. #1/0 Copper Phase Conductor: 12 helically applied, #14 AWG solid copper wires (full concentric neutral).
 - c. #2/0 Copper Phase Conductor: 14 helically applied, #10 AWG solid copper wires (1/3 concentric neutral).

G. Overall Jacket

1. Jacket: free stripping, durable insulating, moisture, heat, sunlight and abrasion resistant black polyethylene, in accordance with ICEA S-94-649.
2. Jacket thickness: in accordance with ICEA S-94-649.
3. Jacket shall have three longitudinal red stripes, evenly spaced around cable.
4. Jacket: indelibly marked throughout its length on its outer surface by surface printing, without indent, the following information repeated at no more than twenty-four (24) inch intervals:
 - a. Name of Manufacturer
 - b. Year of manufacture
 - c. Phase conductor size
 - d. Phase conductor metal

- e. Type of insulation
 - f. Insulation thickness
 - g. Type of jacket
 - h. Sequential footage
5. Outer jacket shall be indented with the lightning bolt symbol as specified in NESC - ANSI C2.
- H. Testing
- 1. The Manufacturer's proposed design for cable furnished under this specification shall fully meet the required qualification tests as detailed in ICEA S-94-649. In addition, each production lot of cable shall meet the production tests as detailed in ICEA S-94-649. The OWNER, at his option, may elect to witness tests and make inspections of the cable during manufacture. All tests will be done by the Manufacturer at the Manufacturer's expense.
 - 2. One (1) certified copy of test results shall be furnished to the OWNER. All test results and cable reels shall be clearly identified and cross-referenced to both the Purchase Order number and the Manufacturer's Reel Number, in order that the OWNER can identify tests performed on any given reel. Unless the test results show full compliance with the requirements of this specification, the cable shall not be shipped except on the written authorization of the OWNER.
- I. Manufacturer
- The proposal shall clearly state the Manufacturer of the cable and the respective plant location. Failure to do so may be considered cause for rejection.

PART 3 - EXECUTION (NOT USED)

END OF SECTION