

CONSTRUCTION SCOPE OF WORK

GENERAL Construction Contractor will perform the Work in accordance with the terms and conditions defined in this Construction Scope of Work.

1. Project Detail

a. Executive Summary

- Convert roughly 2.91 miles of 1950's overhead line to underground. This area is Densely forested area with a lot of elevation change, substantial trees and rocks. Currently this line is accessible only on foot.

b. Project Details

Major Construction items

- Trench 3 miles within a 50' ROW
 - Install 28,774' of 3" HDPE. 2 parallel 3" HDPE pipes will be installed in the same trench for roughly 13,500'.
 - Pull ~13,500' of 1/0 single phase primary (24.9/14.4kV) in 3" HDPE
 - Pull ~2,000' of 350 MCM TPX
- New Overhead construction
 - Primary ~1,600' #4 ACSR
 - Secondary nearly 800' 2 Triplex
- Install QTY 19 Padmount Transformers (7.2/12.47KV) and associated equipment
- Depth: 4' is the minimum depth with warning tape buried at 1' depth
- Retirement of overhead lines and structures.

Construction details

- There are three major crossings to consider.
 - Initial crossing will consist of overhead primary at the intersection of Old Grand Mesa Rd and Highway 65. A Colorado Dept. of Transportation (CDOT) permit will be obtained by Grand Valley Power (GVP) in advance.
 - A mid-project creek crossing will require trenching across a shallow portion of Mesa Creek near the ranger station
 - There will need to be coordination with the USFS to damn the creek during trenching.
 - The final crossing will be over a lake and will be crossed overhead with one primary underground riser installed at each end of the span.
- The secondary in some cases will run up existing lift poles, in some cases there will be a new secondary pole. Secondary poles do not need to be grounded.
- All overhead services will need to have storm safe installed. This is not in the drawings but needs to be put into your bid

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- Tree Trimming will be the responsibility of the Contractor. Please include coordination for this work.
 - This is a grant project and contractor employees will need to be paid weekly per Davis Bacon Law.
 - A laydown yard will be provided by GVP, which will be in the vicinity of the project. All material will be delivered to GVP's Warehouse. It will be the contractor's responsibility to move the material to the laydown yard. More than one yard location may be available, more information to come on laydown yards.
 - Access roads are the roads within the area. Access to the ROW will be limited to 50' width and will need to be maintained by the contractor and returned to original condition after construction.
 - Construction notes:
 - This project will be using 25KV wire. Elbows will be 25kv and transformers will be 15kv rated. The contractor will be responsible for changing the 15kv bushing well to 25kv bushing wells on the transformer
 - Cabinets, sectionalizers and gears will come as 25kv.
 - Pothead-will be 25kv rated
 - Transformers and will be rated 15kv
 - All arrestors will be 7.2KV rated
 - This project has very rock and rough terrain. Rock dispersion along the ROW is allowed.

Bridge crossing

There is a 36"x64" Corrugated Metal Pipe Arch (CMPA) which exists at mile post 0.375 on NFSR 252, Mesa Lakes Road. The bridge was replaced in 2004, and should be capable of 20,000 pounds per axle, or total weight of 85,000 pounds, standard highway vehicle configuration. If any vehicles exceed 20 k lb. per axle, the asphalt isn't capable of sustaining the weight and a special use road permit must be procured.



2. Project Schedule

- a. Key Target Dates:
 - i. Bid meeting 10/28/2026
 - ii. Job Site Walkthrough 10/28/2026
 - iii. Bids Due 11/25/2026
 - iv. Allowable Construction Start 1/1/2027
 - v. Construction Completion Before 4/20/2029

3. Owner Responsibilities

- a. Owner will obtain required CDOT and forest service permits. Owner will provide contractor with applicable copies of each. Contractor shall obtain Mesa County permits in the event one becomes necessary. Contractor shall verify that all permits for the project have been obtained and review the requirements and conditions of each. Questions regarding environmental permits should be directed to Walter Fees, Owner's Engineer wfees@gvp.org.
- b. Owner will provide staking of Utility Centerline. Contractor shall install electrical facilities within Provided easement.

4. Contractor Responsibilities

- a. Contractor shall supply, including but not limited to all labor, equipment, tools, supervision, consumables, and transportation to provide Underground Distribution construction and maintenance support for Owner's Underground project within Owner's Colorado Electric territory ("Work").
- b. Contractor shall perform Work in accordance with Staking Sheets issued by Owner during the term. Each Staking Sheet will detail the work to be completed. Contractor shall deliver As-Built Staking Sheets for completed Work to Owner with any relevant information regarding the performance of the Work. During Bidding process Contractor will receive a copy of the Staking Sheets; any questions or changes need to be addressed in the bidding process.
- c. Contractor shall be responsible for terminations of all lines, including but not limited to hot line work.
- d. All Work shall be performed in accordance to Owner's specifications and drawings, provided by Owner, as updated or amended from time to time during the Term of this Agreement.
- e. Credential Requirements: Department of Interior, IBEW, etc. certified. Owner reserves the right to verify and test line workers to ensure they are qualified to perform Work safely and reliably.

Journeyman/lineman to apprentice/lineman ratio requirements:

- f. At least three qualified journeyman line workers are required when working within the primary zone. For work involved with energized facilities where line workers are NOT within the primary zone, at least one qualified journeymen lineman is required.
- g. All codes, regulations, standards and similar documents mentioned herein, and applicable federal, state, and local regulations shall be followed without deviation, except where modified herein.
- h. Contractor will fully comply with traffic control plans as required by applicable regulations and provide all barricades, cones, signage, traffic control, flag men, etc. to control traffic. Traffic disruptions shall be kept to a minimum. Contractor will need to maintain access to local businesses, driveways and farm fields. Do not close down driveways or county roads without permission.
- i. Contractor to provide as-built records of line location. The records will be submitted to the GVP Construction Coordinator on job packet/folder.
- j. Information to be included, but not limited to, on as-built records: identifying all electrical apparatus/equipment, and permanent landmarks which will aid in the location of the facilities and other utilities located near the project site. Indicate size and material of the electrical cable. Record measurements of the new construction immediately after or during the construction process.
- k. Contractor will be responsible for restoration of the site to its original condition including compaction of the excavated areas. Oil spills will be cleaned by contractor and reported to the environmental coordinator and construction planner
- l. Contractor will be responsible for leveling padmount transformers prior to completion of work.
- m. Contractor employees shall be appropriately drug and alcohol tested, trained, and certified as required by DOT standards. All Contractor employees working on this project

- will be required to submit their name and last four (4) digits of their Social Security Number to verify their compliance with this requirement before the start of the project.
- n. Contractor will be required to make a video record of the entire project routes and job site both pre- & post-construction.
 - o. Contractor will be required to follow Davis Bacon Laws and submit timesheets into LCP Tracker.
 - p. Contractor shall be responsible for determining the actual existence of and for determining the actual physical location of any and all existing underground facilities that parallel or cross proposed route, whether they be foreign in nature or Owner owned, and whether they be shown or not shown on said drawings, property plats or on any other Owner supplied documents. Contractor's method of locating such underground facilities shall be by the use of locators or by other means suitable and satisfactory to Owner. In addition, Contractor may be required by Owner to expose such facilities by hand digging at certain critical locations.
 - q. The location of underground structures as shown on the drawings or given on site by Owner shall be only for the assistance of the Contractor and the ultimate responsibility for location of the underground facilities remains with the Contractor.
 - r. Contractor shall bear the full cost and responsibility for any damage done to such facilities or any interruption of service or loss of product due to the Contractor's operations at these locations. Owner's staking shall in no manner relieve the Contractor of the responsibilities imposed on the Contractor under this subsection.
 - s. Contractor will be responsible for reviewing and following Appendix D Operations and Maintenance Plan as well as the Grant requirements in Append F
 - t. Contractor shall remove and properly dispose of all existing GVP equipment replaced by this project including but not limited to poles, overhead conductor, pole mounted transformers, and hardware.

5. Project Controls and Reporting

- a. Contractor shall provide a one-week look ahead of tasks forecasted to be completed the following week. In addition, a week look back will also be provided to Owner to verify tasks committed were completed. These progress reports shall be submitted to the attention of Walter Fees, Engineering Manager at wfees@gvp.org.
- b. Each month of the year, Contractor will provide a monthly forecast of circuit-feet planned for completion through the end of the year.
- c. Each week, Contractor will also provide a daily schedule of each upcoming project area for the next consecutive three (3) weeks and a report of progress completed in the prior week.
- d. Weekly forecast and schedule are due to Owner Representative no later than 5:00 p.m. MT each Wednesday. Monthly forecast is due to Owner Representative no later than 5:00 pm. MT the third Wednesday of each month. Owner will provide the report template, but alternate formats may be used if agreed upon by both parties

6. LCP Tracker/Davis Bacon

- a. Contractor will be responsible for following 2CFR200 and Davis Bacon regulations.
- b. Contractor must pay employees the same or greater than the wages described in the Wage determination. See Appendix B. Employees working on this project must pay their employees on a weekly basis.

- c. Each covered contractor and subcontractor must, on a weekly basis, provide CPRs providing the information listed under "Recordkeeping" for the preceding weekly payroll period.
- d. Each CPR must be completed within seven days after the regular pay date for the pay period.
- e. Each payroll submitted must be accompanied by a "Statement of Compliance" to be signed by the authorized officer or employee of the contractor/subcontractor who supervises the payment of wages.
- f. The DOE requires the use of LCP tracker, an electronic CPR platform, for the WARN Project.
- g. LCP Tracker Training will be required for anyone submitting invoicing to GVP.
- h. A DOE DBA compliance official will be reviewing these CPRs for compliance

7. Invoice Requirements:

Invoices shall reference project name and WO number and shall be sent to Owner on a monthly basis at accounting@gvp.org and wfees@gvp.org

Invoices must:

- a. provide a breakdown of the cost of labor and materials; and
- b. be accompanied by all documentation supporting its fees, including itemized time records;
- c. identify the applicable taxes as a line item or indicate that state and local taxes are not included in the invoice amount; and
- d. reference Owner's Department number & Work Order number as provided by Owner and provide the address of where Work was performed.
- e. invoicing for Work completed each month will be provided to Owner no later than 3 business days prior to the end of that same month.
- f. invoicing more than once a month may be submitted at the discretion of the Contractor and the Owner representative.

8. Project Preparation and Communication

- a. Contractors are required to contact Utility Notification Center of Colorado (UNCC) and/or Exactix to have all existing electric, gas, telephone, cable TV lines, water, wastewater, storm, sewer, and traffic signal lines located before digging.

One Call of Colorado 8-1-1

[Colorado Utility Locator | Call For Local Utility Locating Services | CO811](#)

Colorado One Call 8-1-1

- b. Contractor is responsible for privately owned business and residential utility lines and must coordinate the location of these lines with each business and land owner.
- c. The Contractor shall designate key contact personnel to coordinate work with Owner, and furnish all paperwork within 24 hours of completion.
- d. Contractor shall notify landowners at least 24 hours before starting work on their property.

- e. Contractor crew leader shall perform a field construction check list at start of project.
- f. Before starting any Work on project, Contractor is to discuss their plan of action with representatives of Owner Operations, landowners and applicable City, County and State entities.

9. Company Provided Documents

- a. Staking Sheets
 - i. Exhibit B
- b. Operation and Maintenance Plan- Agreement with USFS and GVP
 - i. Appendix D
- c. GVP Specification
 - i. Appendix E
- d. Grant Requirements
 - i. Exhibit F
- e. Storm Water Management Plan (SWMP)
 - i. To be provided at a later date

10. Material Handling

- a. Bulk materials will be located at the Owners warehouse. Contractor will take ownership of material at the GVP Warehouse. It is the Contractors responsibility to transport material to the job site/Laydown yard. Contractor will need to bring adequate equipment to load the material and to transport it. Contractor will not be allowed to use Warehouse personnel or equipment for loading material.
- b. Laydown Yard, GVP will provide multiple Laydown yards. It is the Contractors responsibility to grade and maintain the laydown yard. The laydown yard needs to be fenced to protect from theft.
- c. Notwithstanding the delivery of materials by Owner to Contractor, Contractor shall have care, custody and control of all equipment, materials and supplies utilized in the performance of Work, including Owner procured materials after delivery thereof to Contractor laydown yard, until Final Acceptance.
- d. A GVP storekeeper will be present at time materials are transferred to the contractor. Storekeeper will confirm shipment and obtain all required shipping documentation. Risk of loss shall pass to Contractor immediately upon delivery and tender of possession of Work materials. Notwithstanding the foregoing, Owner shall have the right to request in writing that Contractor convey, and upon such written request Contractor shall convey, care, custody and/or control of any or all such equipment, materials or supplies to Owner or any Owner Representative prior to Final Acceptance.
- e. Material must be checked out to correct WO any material that is not used must be returned to GVP Warehouse. That includes and scraps or recyclable material.
- f. Contractor will manage inventory for Owner's project material deliveries in the following manner: Each cable and HDPE reel will be marked with a number for tracking and entered into a spreadsheet with the reel number and the starting sequential number. Each piece inventoried with quantities will be entered in an excel spreadsheet. The spreadsheet will be updated daily with quantities used, the ending sequential number and the project number, then emailed to the warehouse weekly.
- g. Contractor shall perform the work in a manner to avoid any damage to material.
- h. Suitable padded timber shall be used as necessary and as directed by Owner to protect pipe against damages from uneven loading, distribution due to unlevel terrain, to protect pipe and pipe coating from damage due to rock terrain.
- i. Retire material will be brought back to GVP warehouse for disposal.

11. Construction Specifications for Overhead Electrical Construction

- a. All construction should be completed according to the standards as listed in the GVP-standard book and supplemental standards material provided..

b. Wood pole setting depth shall be as follows:

Length of Pole (Feet)	Setting in Soil (Feet)	Setting in all Solid Rock (Feet)
30	5.5	3.5
35	6.0	4.0
40	6.0	4.0
45	6.5	4.5
50	7.0	4.5
55	7.5	5.0
60	8.0	5.0

- i. "Setting in Soil" Specifications shall apply –
 1. Where poles are to be set in soil.
 2. Where there is a layer of soil of more than two (2) feet in depth over soil rock.
 3. Where the hole in solid rock is not substantially vertical or the diameter of hole at the surface of the rock exceeds approximately twice the diameter of the pole at the same level.
 - ii. "Setting in All Solid Rock" Specifications shall apply where poles are to be set in solid rock and where the hole is substantially vertical, approximately uniform in diameter, and large enough to permit the use of tamping bars the full depth of the hole.
 - iii. Pole holes shall be safely covered and marked until poles are set.
 - iv. On sloping ground the depth of the hole always shall be measured from the low side of the hole.
 - v. All holes shall be dug large enough to allow tamping on all sides of the pole and shall be at least as large at the bottom as at the top.
 - vi. **Tamping** - The backfill around the pole shall be thoroughly compacted native soil placed in 12-inch maximum lifts. If poles holes are over dug, they shall be backfilled to proper depth and thoroughly tamped prior to placing poles. If native soil conditions are not suitable for backfill contact the Inspector for backfilling instructions. An additional 6 inches of backfill shall be placed around and sloping away from the pole at the ground line for water drainage.
 - vii. In areas of groomed landscape excess backfill soil shall be hauled off.
 - viii. Where poles are set in concrete or asphalt the concrete or asphalt removal and replacement shall be done in accordance to the Mesa County standards.
- c. **Pole Alignment and Raking** – tangent poles shall be set in alignment and raked one pole top into the prevailing wind. Poles at corners, terminals, angles, junctions, and other points of strain shall be raked against the conductor strain not less than one inch (1") for each ten feet (10') of pole length nor more than two inches (2") for each ten feet (10') of pole length after conductors are installed at the required tension.
- d. **Guy Wires** – The Planner shall determine all guy locations and specify the type of guy. Guys shall be placed before the conductors are strung and shall be attached to the pole as shown in the supplemental standards material. A guy guard shall be installed one per anchor rod. Each primary conductor is guyed using a pole eye plate.
- e. **Anchors** – All anchors and rods shall be in line with the strain and shall be so installed that approximately 6 inches of the rod remain out of the ground.

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- f. **Conductors** – Conductors must be handled with care. Conductors shall not be trampled on or run over by vehicles. Each reel shall be examined, and the wire shall be inspected for cuts, kinks, or other signs of damage. Damaged portions shall be cut out and the conductor spliced. The conductors shall be pulled over stringing blocks properly mounted on poles or crossarms to prevent binding while stringing. All conductors are to be grounded until all ties and dead ends are complete. All ACSR and AAC conductor is armored at all insulators. Conductors shall be spaced in accordance with Construction Specifications.
- i. **Pin-type insulators** - the conductors shall be tied in the top groove of the insulator on tangent poles and on the side of the insulator away from the strain at angles. Pin-type insulator shall be tight on the pins. ON tangent construction the top groove must be in line with the conductor after tying in.
 - ii. **Horizontal Post Insulators** – 2/0 and smaller conductor will be a tie top insulator and conductor shall be tied with side tie in the top groove. 336 and larger conductor will be a clamp-top insulator with a trunnion clamp.
- g. **Conductor Tensioning** – Conductors shall be strung in under tension and sagged in stringing blocks. Conductors tension shall be based on the Medium Loading Area Charts for new conductors per NESC. Prior to clipping in conductor and immediately after final sag is determined all guy wires and dead-end poles will be inspected to ensure initial plumb has been maintained during conductor tensioning.
- h. **Splices, Dead-Ends, Taps, and Jumpers** – Automatic splices may be used on primary conductor. Before splicing or connecting conductors, care must be taken to have the wire ends clean & bright and the sleeves and connectors free from all foreign matter. Conductors shall be splice and dead-ended as shown in the Construction Specifications. There shall not be more that one splice per conductor on any span and splicing sleeves shall be at least 10 feet from the conductor support. There shall be no conductor splices over major highways or railroads.
- i. **Jumpers** – jumpers and other leads connected to line conductors shall be connected by compression or powder-actuated connectors. Jumpers shall have sufficient slack to allow free movement of the conductors. Jumper conductor shall be of material as indicated in the Construction Specifications.
- i. **Grounds** - all poles shall be grounded as indicated on the construction drawings with either a driven ground rod with the exception of secondary (120/240V) poles. All ground conductor shall be #6 solid copper varmint wire running from the neutral location of the pole to the top of the wood molding. #6 bare solid copper is spliced at the top of the wood molding and a ground clamp loop is stapled above the molding for truck grounding purposes while performing hot line work. Wood Molding will cover the ground wire for the first ~7 feet of ground wire above the earth surface, leaving 8 inches of wood molding buried below the earth's surface. Ground rods shall be driven full length in undisturbed earth, at least 2 feet from the pole and in line with the main line conductors. The top of the rod shall be at least 12 inches below the surface of the earth. The ground wire shall be attached to the ground rod with a clamp and secured to the pole with staples. The staples on the ground wire shall be spaced 18 inches apart except for 8 feet above the earth surface and 8 feet below the primary zone on the top of the pole, where staples shall be 6 inches apart.
- i. A driven ground shall be installed at each transformer, air-break switch, recloser, and lightning arrestor installation, and where directed by the Planner.
 - ii. The transformer case, neutral wires and lightning protective equipment shall all be attached to a common ground wire.
- j. **Overhead Transformers** – Transformer units shall be connected in accordance with the Construction Specifications. All transformers shall be protected with one lightning arrestor attached to the tank and grounded with a copper grounding strap at attestor mounting bracket. The primary lead shall be connected to the H1 bushing with an insulated 150 MIL, copper stranded wire and covered with a wildlife bushing cover. The X2 secondary bushing

will be bonded to the tank with a copper grounding strap. Single phase transformers hang on the face of the pole towards the source.

- k. **Fused Cutouts** – jumpers to all cutouts will be sized accordingly and be an insulated 150 MIL, copper wire.
- l. **Equipment identification** – equipment numbering that is supplied on the construction prints shall be numbered on the pole or underground transformer with GVP supplied tags. The tag shall be located on the street side of the pole or if there is no street, on the most visible side of the pole.

12. Trenching and Boring

- a. Prior to excavating the trench or initiating bores in which the conduit is to be laid, Contractor shall use pipeline locators, expose foreign facilities, or undertake any other means necessary to ensure that all existing underground facilities are located and identified.
- b. Contractor will be required to work with landowners or their representatives to locate PVC water lines, irrigation lines, clay drain tiles, Leach Fields and other types of facilities not located by the State One-Call system before starting trenching or boring.
- c. Contractor shall utilize sheet piling, or other means acceptable to Owner, to protect adjacent above or below grade facilities such as pipelines, telephone cables, electric power cables, utility poles, towers, foundations, roadways, waterways, dikes, retaining wall, buildings or other structures and to ensure that such facilities are not damaged as a result of the Contractor's construction activities.
- d. The bottom of the trench shall be uniformly graded to proper depths to prevent unnecessary bending of the underground facilities and shall be free from loose rock, large clods and other objects which might damage the underground facilities. All tree roots shall be cut flush with the sides and the bottom of the trench to prevent damage. The spoil from the trench shall not be allowed to fall on any debris or other undesirable foreign matter that might become mixed with spoil bank and backfilled in the trench.
- e. Where trenching operations parallel or cross existing underground facilities, such as pipelines and cables, Contractor shall exercise extreme care to prevent any damage to these facilities.
- f. When trenching operations parallel existing Owner lines, the spoil bank shall be placed so that the subsequent construction operations may be accomplished without operating heavy equipment over existing lines.
- g. Contractor shall furnish all materials and supplies necessary for the completion and maintenance of the trench, including water control, shoring, cofferdams and sheet piling.
- h. Contractor shall employ such equipment and methods that may be required to keep the trench to the line established by Owner, regardless of the type of soil or rock encountered and regardless of the depth of excavation necessary. Contractor shall furnish all engineering incident to its work which includes competent engineers and assistants necessary to set and check line and grade on ditches, to do necessary sounding, to maintain cable ditch ahead of pipe installation operations and to insure proper placement of cable within the ditch after installation.
- i. Contractor shall dispose of or store spoil from the trench excavations required by the permits issued by the appropriate governmental or other authority having jurisdiction.
- j. Contractor shall, as necessary, provide proper openings in the trench spoil bank to allow normal drainage of the area and to prevent surface water from accumulating and flooding adjacent property.
- k. In cases where structures, shrubbery, or trees are encountered in the trenching operations or in any locations where the use of trenching machinery may result in unnecessary damage to valuable property crossed by the Right-of-Way, or where it is necessary to satisfy the requirements of permits, Contractor will be required to install the underground facilities through boring or drilling methods.

13. Lowering-In, Backfilling & Site Work

- a. All debris, skids, stumps, rocks, large clods, projecting rocks and other foreign objects shall be removed from the bottom of the trench prior to lowering the conduit. Where the bottom of the trench contains projecting rocks that cannot be removed by reasonable means, the trench bottom shall be padded with a minimum of four (4) inches of sand or earth free of stones, clods, or other foreign objects that might damage the protective coating. Earth or sand required for such purposes shall be obtained from sources satisfactory to GVP and, if necessary, the Contractor shall haul in such material from outside sources.
- b. Where required by Owner for inspection of the trench bottom, water shall be removed prior to lowering the cable in the trench.
- c. Backfilling of the trench shall be done in a manner that shall restore the natural contour of the ground and shall allow normal surface drainage. Spoil that cannot be used in the backfill shall be considered as surplus and shall be removed from the premises by the Contractor and properly disposed of in a manner and at suitable locations that will be satisfactory to Owner.
- d. Care shall be taken when using backfilling equipment to prevent damage to fences, property corner markers, highway right-of-way markers, trees, hedges, or other such property adjacent to the trench spoil bank and Right-of-Way. The Contractor shall be responsible for the restoration and repair of such property so damaged and for costs resulting therefrom.
- e. Backfilling shall be completed ahead of the testing operation.
- f. Install electric markers at all creek crossings, county roads, driveways, state highways and railroad crossings. Electric markers to be installed on property lines.
- g. All trench backfill and the Right-of Way, work incidental thereto, shall be maintained until the completion of this Contract and shall be warranted by the Contractor against inferior workmanship for a period of twelve (12) months after final acceptance.
- h. Do not mastic the Vault openings this traps water in the vaults.

14. Sediment and Erosion Control

- a. Contractor is required to adhere to all responsibilities and requirements set forth in the Colorado Department of Public Health and Environment (CDPHE) Construction Storm Water Permit, the Storm Water Pollution Prevention Plan (SWPPP), Stormwater Management Plan, and the Erosion Control Plan.
- b. The project storm water inspector is responsible for maintaining a copy of the SWPPP, inspection records, and NPDES permits on the construction site at all times.
- c. Contractor to determine effectiveness of storm water controls, field verify locations, and increase frequency as necessary or confer with SWPPP Administrator to propose a change in best management practices.
- d. Grading is only permitted when necessary for safe operation of construction equipment and fire protection.
- e. Contractor shall notify the SWPPP Administrator of any existing erosion problems found prior to construction.
- f. Existing ground cover and vegetation will be removed only where necessary.
- g. Contractor to replace any pre-existing erosion or storm water controls if disturbed.
- h. The trench will be excavated using as small of an area of disturbance as practical.
- i. Contractor shall have limited length of trench open at one time and shall back fill and grade as soon as possible. Seeding will be done as soon as possible after final grading.
- j. For bore drag sections, cable is to be strung as to minimize disturbance to surrounding vegetation.
- k. Contractor is responsible to conduct storm water inspections of active construction per the schedule set forth and as required by the CDPHE Construction Storm Water Permit.

Contractor shall use an approved form for the storm water inspections. Contractor shall supply copies of all storm water inspections to the SWPPP Administrator.

- I. Contractor is required to adhere to all responsibilities and requirements set forth in any necessary Army Corps of Engineers, County, City and CDPHE permits.

15. Clean Up

- a. As soon as underground facilities are laid and backfilled, the Contractor shall, to the satisfaction of Owner and without additional expense to Owner, cleanup the Right-of-Way and any adjoining areas used by the Contractor.
- b. The cleanup shall be done by a labor crew organized by the Contractor at the time it starts backfill operations and such work shall be diligently prosecuted until the entire length of the backfilled Right-of-Way has been completely gone over by this crew.
- c. All general or rough cleanups shall be completed ahead of the testing operation.
- d. Where the underground facilities have been laid, the site shall be restored to its original condition to include compaction of excavation area to that of the undisturbed adjacent soil or to meet applicable local City, County, State or landowner requirements and to restore original grade.
- e. Asphalt and Paving repair shall meet applicable local City, County, State or landowner requirements and will be the contractor's responsibility.
- f. Contractor will provide seeding of right-of-way and /or construction easements as necessary to restore it to landowner and CDPHE Construction Storm Water Permit requirements. Coordinate restoration efforts with GVP Construction Coordinator & Environmental Contractor.
- g. All terraces, levees, water courses, drainage ditches, or any other drainage system shall be restored to former condition to the satisfaction of GVP so that they shall function as originally intended.
- h. Fences disturbed by construction shall be restored to original condition to the satisfaction of Owner, plus landowner or tenant. The Contractor is responsible to pay for any fence repair expenses.
- i. Private roads, driveways, and parking lots used by the Contractor shall be restored to former condition to the satisfaction of Owner and landowner or tenant. Before and After Pictures shall be the responsibility of the Contractor
- j. GVP-furnished construction material found to be defective or surplus, regardless of its location, shall be hauled to a location designated by Owner.
- k. If the Contractor attempts to perform cleanup operations during adverse weather or wet ground conditions, the Contractor shall assume full risk of acceptance and the Contractor may be required to again perform such cleanup at the Contractor's expense in order to meet the required standard of normal dry weather cleanup.
- l. Contractor to construct barricades and/or fences when necessary to protect above-ground facilities. Contractor to provide all material for fences and barricades.

16. Tree and Vegetation Management

Please include a logging plan with your submittal. These plans will need to be approved by USFS before construction can start.

The following methods of tree and brush removal may be allowed:

- Deck it and stage it
- Lob and Scatter-Some of the wood can stay on site
- USFS likely will not charge for Aspens and non-saleable sized trees

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- Utilizing methods such as slashing and burning may be allowed. Permission to do so will come from USFS after review of plans.
 - Mulching and dispersion on the Row is allowed. There will be restrictions around the Cabin areas
 - Utilizing Timber for restoration is allowed.

The following are two potential options for tree and brush removal:

- a. Donating lumber on this project to the local community
 - i. The USFS may not charge GVP for saleable trees in this situation. We will know if that is the case once plans are submitted.
- b. Conducting a Timber Sale
 - i. There will very likely be a cost associated with saleable tree's in this scenario
 - ii. Profits from tree sales must come back to the project

Temporary Outages may be allowed for tree trimming operations. These will need to be coordinated with the GVP Operator as well as the contractor. We do ask that a generator be installed and utilized for the Mesa Lakes lodge during this outage. If possible, we would like to back feed the system to reduce outage time for our customers.

17. Submittals

- a. Prequalification Form Appendix A
- b. Proposal, including details of the following:
 - i. Summary of Approach
 - ii. Key Personnel – Subcontractors - References
 - iii. Schedule-Gant Chart
 - iv. List of Equipment that will be used in project
 - v. Price
 - vi. Acknowledgements of Terms – RUS, Grant (DBA), Form 830
- c. Lumber Sale Plan
- d. Any additional Laydown Yards if needed.

EXHIBIT A
to
Sunset Lake Home Improvement Association
Water System Special Use Permit
Sections 34 & 35, T. 11 S., R. 96 W., 6th P.M.
Mesa Lakes, Colorado, Quadrangle

Sunset Lake

Legend

- Existing wateline (approximate location)
- Cistern
- Electric Line

Road

- 1 - BASIC CUSTODIAL CARE (CLOSED)
- 2 - HIGH CLEARANCE VEHICLES
- 3 - SUITABLE FOR PASSENGER CARS
- 4-5 MODERATE TO HIGH DEGREE OF COMFORT

Base map is 2011 NAIP imagery
E. Lane 7/6/2012

0 500 1,000 2,000 Feet
0 150 300 600 Meters

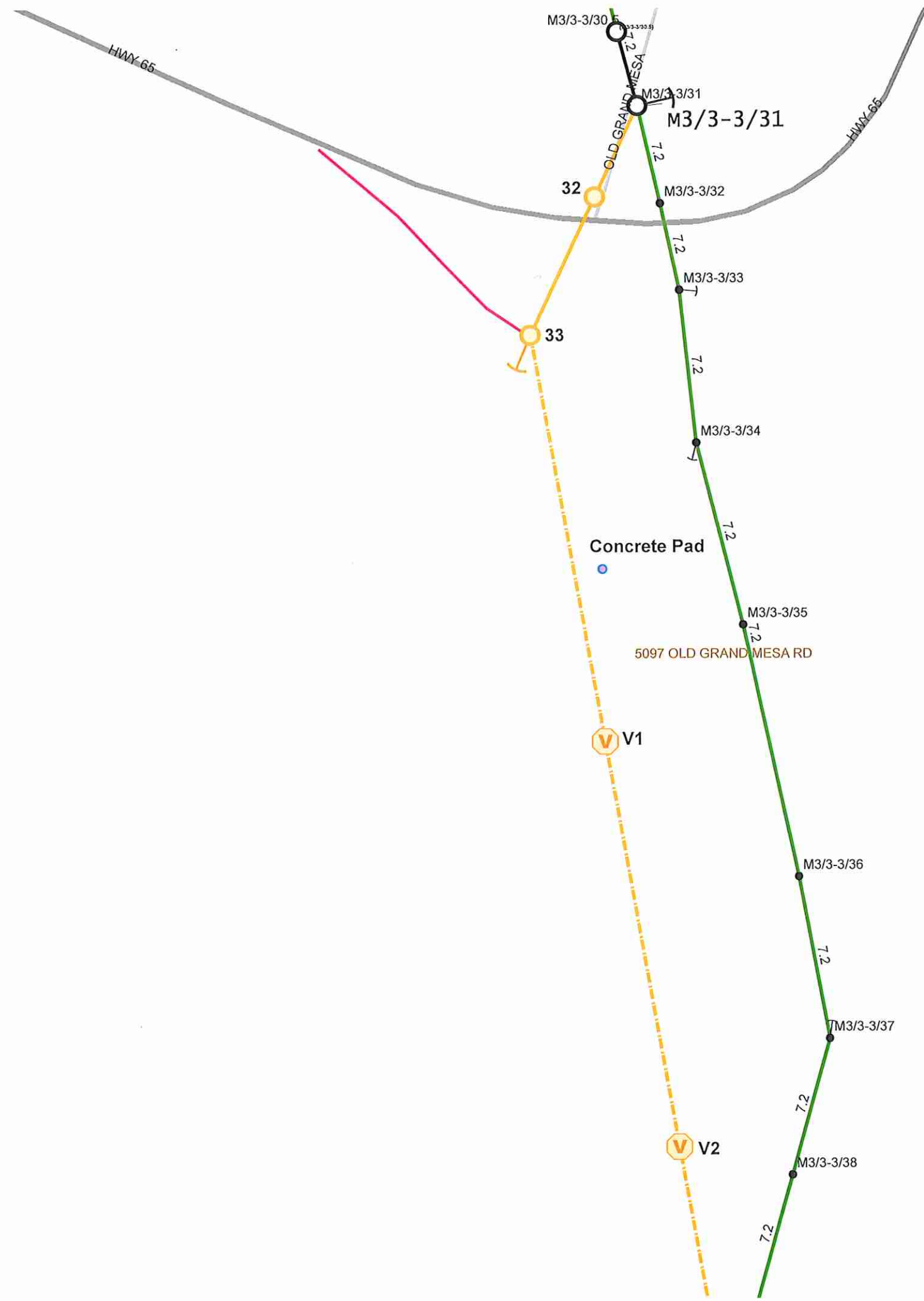
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Page 1

Exhibit B- Staking Sheets







MESA LAKES
PROPOSED GUP
CONVERSION TO
UNDERGROUND







2









Grand Valley Power

Grand Valley Power

Call Before Dig:
Check After:
Locate:
Phone:
Gas:
TV:
Sewer:
Water:
Irrigation:

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

Estimate Only

W/O#: 23/7003

Job#:

Staked By:

Date:

Released By:

Date:

Picking List:

Date:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
(M3/3-3/30.5)	E			35-7	1	A1					1	M2-2															
(M3/3-3/31)	E	298	D8A CWC	40-4	1	A9-1					1	M2-11	1	E1-2	1	F1-4P									1	M3-23E	
	E				1	A5-1																					
32	C	400	D4 ACSR	40-4	1	VA1A					1	M2-11															
33	C	600	D4 ACSR	45-4	1	VA5							1	E1-2	1	F1-4P											
	C				1	UA2U																					
V1	C	800	UD1/0J25						1	UM-30															1	UM6-6	
	C																								1	VUM6-28	
	C																								1600	UR5-3P	
	C																								800	UR2	
V2	C	820	UD1/0J25						1	UM-30															1	UM6-6	
	C																								1	VUM6-28	
	C																								1600	UR5-3P	
	C																								800	UR2	
V3	C	820	UD1/0J25						1	UM-30															1600	UR5-3P	
	C																								800	UR2	
	C																								1	VUM6-28	
	C																								1	UM6-6	
V4	C	820	UD1/0J25						1	UM-30															1600	UR5-3P	
	C																								800	UR2	
	C																								1	UM6-6	
	C																								1	VUM6-28	

Call Before Dig:

Check After:

Locate:

Phone:

Gas:

TV:

Sewer:

Water:

Irrigation:

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: MesaTown: T11S R96WRange: T11S R96WSec: 27

Permits: USFS

Close Date:

Estimate Only

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

W/O#: 23/7003

Staked By:

Released By:

Material Issued:

Rel By Ops to:

Material Issued:

Material ret'd:

As Built Changes:

Job#:

Date:

Date:

Date:

Date:

Date:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT		
V5	C	820	UD1/0J25						1	UM-30															1	UM6-6			
	C																								1	VUM6-28			
	C																								1600	UR5-3P			
	C																								800	UR2			
V6	C	820	UD1/0J25						1	UM-30																1600	UR5-3P		
	C																								1	VUM6-28			
	C																								800	UR2			
	C																								1	UM6-6			
PMG200	C	750	UD1/0J25						1	PMG-200																740	UR2		
	C																									1480	UR5-3P		
CAB1	C	190	UD1/0J25																							1	VUM3-14F		
	C																									1	VUM6-10		
	C																									3	VUM6-1		
PM2	C	325	UD1/0J25						1	UG7-15							3	UJ2-6									135	UR2	
	C																									1	UM6-34		
	C																									1	UM1-7NC		
	C																									1	VUM6-1		
M3/3-3/51-1	E			35-5	1	A5			1	G106-10	1	M2-11					1	J10								1	M8-21 AMI RELAY		
	C																				50	UD350TPX				15	UR2		
	C																									1	UM5/3.5U		

ti92

Print Area: WO Boundary

Page 4 of 16

Date/Time: 09/16/2026 10:37:50 AM

Call Before Dig:

Check After:

Locate:

Phone:

Gas:

TV:

Sewer:

Water:

Irrigation:

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: MesaTown: T11S R96WRange: T11S R96WSec: 27

Permits: USFS

Close Date:

☐ Estimate Only

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

W/O#: 23/7003

Staked By:

Released By:

Picking List:

Material Issued:

Rel By Ops to:

Material Issued:

Material ret'd:

As Built Changes:

Job#:

Date:

Date:

Date:

Date:

Date:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT	
PM3	C	20	UD1/0J25						1	UG7-15							3	UJ2-6								150	UR5-3P	
	C																									150	UR2	
	C																									2	VUM6-1	
	C																									1	UM1-7NC	
PM4	C	185	UD1/0J25						1	UG7-15							3	UJ2-6								1	UM1-7NC	WB Trail
	C																									370	UR2	
	C																									370	UR5-3P	
	C																									2	VUM6-1	
PM4A	C			35-4													1	J10				160	UD350TPX			1	UM5/3.5U	
	C																									125	UR2	
70	E																1	K10C	1	FORM 2S AMI								
	C																				120	K1-2AT						
71	E																1	K10C	1	FORM 2S AMI								
	C																				105	K1-2AT						
PM5	C	195	UD1/0J25						1	UG7-15							3	UJ2-6								2	VUM6-1	
	C																									200	UR5-3P	
	C																									1	UM1-7NC	
	C																									200	UR2	
PM5A	C			35-4													1	J10				155	UD350TPX			120	UR2	
	C																									120	UR5-3P	
	C																									1	UM5/3.5U	

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

Job#:

Staked By:

Date:

Released By:

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Picking List:

Date:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT		
35	E																3	K10	1	FORM 2S AMI									
	C																				40	K1-2AT							
PM6	C	215	UD1/0J25						1	UG7-15							3	UJ2-6								1	UM1-7NC		
	C																									215	UR5-3P		
	C																									2	VUM6-1		
	C																									215	UR2		
PM6A	C			35-4													1	J10			55	UD350TPX				1	UM5/3.5U		
	C																									20	UR2		
	C																									20	UR5-3P		
PM7	C	177	UD1/0J25						1	UG7-15							3	UJ2-6									1	UM1-7NC	
	C																										190	UR5-3P	
	C																										190	UR2	
	C																										2	VUM6-1	
PM7JB1	C																1	UK6-1AG			30	UD350TPX				70	UR5-3P		
	C																3	UJ1-6								70	UR2		
PM7A	C			35-4													1	J10			155	UD350TPX				1	UM5/3.5U		
PM7B	C			35-4													1	J10			125	UD350TPX				1	UM5/3.5U		
	C																										90	UR2	

Grand Valley Power

Grand Valley Power

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

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Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT	
CAB2	C	390	UD1/0J25																						1	VUM3-14F		
	C																								1	UR5-3P		
	C																								3	VUM6-1		
	C																								390	UR2		
	C																								1	VUM6-10		
PM8	C	50	UD1/0J25						1	UG7-15							3	UJ2-6								1	UM1-7NC	
	C																									50	UR2	
	C																									2	VUM6-1	
	C																									50	UR5-3P	
M3/3-3/56C	E			35-6													1	K14										
	C																				100	UD350TPX				65	UR2	
	C																									65	UR5-3P	
	C																									1	UM5/3.5U	
PM10	C	490	UD1/0J25						1	UG7-15							3	UJ2-6								1	UM1-7NC	
	C																									490	UR5-3P	
	C																									490	UR2	
	C																									1	VUM6-1	
	C																									1	UM6-34	
M3/3-3/56.3	E			40-4	1	A1A			1	G105-10	1	M2-11					1	J10										
	C																				85	UD350TPX				50	UR2	
	C																									1	UM5/3.5U	
	C																									50	UR5-3P	

Grand Valley Power

Grand Valley Power

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

Job#:

Estimate Date: 07/03/2025

Staked By:

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Eng Line:

Released By:

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Feeder: 3

Picking List:

Date:

Phase:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT		
CAB3	C	585	UD1/0J25																							585	UR2		
	C																									3	VUM6-1		
	C																									585	UR5-3P		
	C																									1	VUM6-10		
	C																									1	VUM3-14F		
PM9	C	150	UD1/0J25							1	UG7-15							3	UJ2-6								150	UR2	
	C																										1	UM1-7NC	
	C																									1	UM6-34		
	C																									150	UR5-3P		
	C																									1	VUM6-1		
M3/3-3/58-1	E			35-6	1	A5				1	G106-10	1	M2-1	1	E1-2	1	F1-2	2	J10										
	E																	1	K14										
	C																				50	UD350TPX				1	UM5/3.5U		
PM11	C	385	UD1/0J25							1	UG7-15							3	UJ2-6								1	UM1-7NC	
	C																									2	VUM6-1		
	C																									385	UR5-3P		
	C																									385	UR2		
	C																									1	UM1-HH		
M3/3-3/60	E			35-6	1	A1				1	G105-15	1	M2-1	1	E1-2	1	F1-2	3	J10										
	E																	4	K14										
	C			35-4														1	J10			360	UD350TPX			2	UM5/3.5U		
	C																									145	UR2		
	C																									145	UR5-3P		

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

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Staked By:

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Picking List:

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Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
M3/3-3/60A	E			30-7													1	J10			132	J1-2AT					
	C			35-4													1	J10									
M3/3-3/60B	E			25-7													1	J8			96	J1-4AT					
	C			35-4													1	J10									
PM12	C	460	UD1/0J25						1	UG7-15															1	UM1-7NC	
	C																								460	UR2	
	C																								2	VUM6-1	
	C																								460	UR5-3P	
M3/3-3/62	E			30-7	1	A8			1	G105-10	1	M2-11					2	J10							1	Unknown gs_switch	
	C			35-4													1	J10			50	UD350TPX			15	UR5-3P	
	C																								1	UM5/3.5U	
	C																								15	UR2	
PM13	C	375	UD1/0J25						1	UG7-15							3	UJ2-6							375	UR5-3P	
	C																								2	VUM6-1	
	C																								1	UM1-7NC	
	C																								375	UR2	
PM13A	C			35-4													1	J10			75	UD350TPX			40	UR2	
	C																								1	UM5/3.5U	
	C																								40	UR5-3P	
73	E																3	K10	1	FORM 2S AMI							
	C																				88	K1-2AT					

Call Before Dig:
Check After: _____
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Gas: _____
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Locates

Customer Name: GVP

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Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

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Picking List:

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Material Issued:

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Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
M3/3-3-1/1D	E			35-6							1	M2-2	1	E1-2	1	F1-2	3	J10									
	C																3	UJ1-6			40	UD350TPX			40	UR2	
	C																1	UK6-1AG							40	UR5-3P	
CAB4	C	40	UD1/0J25																						1	VUM3-14F	
	C																								40	UR2	
	C																								3	VUM6-1	
	C																								1	VUM6-10	
	C																								40	UR5-3P	
PM14	C	250	UD1/0J25						1	UG7-15							3	UJ2-6							250	UR5-3P	
	C																								250	UR2	
	C																								1	VUM6-1	
	C																								1	UM6-34	
	C																								1	UM1-7NC	
M3/3-3-1/1	E			35-6	1	A1X			1	G105-15	1	M2-1	1	E1-2	1	F1-2	1	J10							1	M5-20E	
	E				1	A1A																					
	C			35-4													1	J10			95	UD350TPX			60	UR2	
	C																								60	UR5-3P	
	C																								1	UM5/3.5U	
M3/3-3-1/1C	E			40-4									1	E1-2	1	F1-2	1	J10									
	E																2	K14C									
	C																1	J10			215	UD350TPX			170	UR5-3P	
	C																								1	UM5/3.5U	
	C																								170	UR2	

Grand Valley Power

Grand Valley Power

Call Before Dig:

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Sewer:

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Irrigation:

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Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

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Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT	
PM15	C	245	UD1/0J25						1	UG7-15							3	UJ2-6								1	UM1-7NC	
	C																									1	UM6-34	
	C																									245	UR5-3P	
	C																									245	UR2	
	C																									2	VUM6-1	
PM15A	E			35-6	1	A1			1	G105-10	1	M2-1	1	E1-2	1	F1-2	2	J6								1	M8-21 AMI RELAY	
	C			35-4									1	E1-2	1	F1-4P	2	J10			130	UD350TPX				90	UR5-3P	
	C																									1	UM5/3.5U	
	C																									90	UR2	
PM15B	C			35-4									1	E1-2	1	F1-4P	2	J10			120	J1-2AT						
PM16	C	200	UD1/0J25						1	UG7-15							3	UJ2-6								2	VUM6-1	
	C																									200	UR5-3P	
	C																									200	UR2	
	C																									1	UM1-7NC	
PM16A	C			35-4													2	J10			65	UD350TPX				30	UR5-3P	
	C																									30	UR2	
	C																									1	UM5/3.5U	
M3/3-3-1/4A	E			30-6							1	M2-1	1	E1-1	1	F1-2	1	J10										
	E																3	K14										
	C			35-4													1	J10			90	J1-2AT						
M3/3-3-1/4B	E			25-7													1	K14C										
	E																1	J10										
	C			35-4													1	J10			95	J1-2AT						

Grand Valley Power

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Call Before Dig:
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TV:
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Irrigation:

Locates

Customer Name: GVP
Map Location: MESA LAKES
Description: MESA LAKES_HWY 65 TO CABINS_3" PVC
County: MesaTown: T11S R96WRange: T11S R96WSec: 27
Permits: USFSClose Date:

Estimate Only

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

W/O#: 23/7003
Staked By: Date:
Released By: Date:
Picking List: Date:
Material Issued: Date:
Rel By Ops to: Date:
Material Issued: Date:
Material ret'd: Date:
As Built Changes: Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
-1	C	515	UD1/0J25	40-4	1	UA2U					1	M2-11	1	E1-2	1	F1-4P									475	UR2	Don't use solid blade
	C				1	VA5																			1	M8-20 AMI GATEWAY	
	C																								475	UR5-3P	
	C																								1	VM5-9LB	
-2	C	570	D4 ACSR	55-4	1	UA2U			1	G105-1	1	M2-11	1	E1-2	1	F1-4P									1	M8-20 AMI GATEWAY	Don't
	C				1	VA5																			1	VM5-9LB	
	C																								1	M5-10T	
	C																								2	UM5/YL	
	C																								1	M5-29	
CAB5	C	65	UD1/0J25																						25	UR5-3P	
	C																								1	VUM6-10	
	C																								25	UR2	
	C																								3	VUM6-1	
	C																								1	VUM3-14F	
PM17	C	15	UD1/0J25					1	UG7-15							3	UJ2-6								2	UM6-1	
	C																								1	UM1-7NC	
M3/3-3/66	E			35-6	1	A5-2			1	G105-10	1	M2-1	1	E1-2	1	F1-2	1	J5							1	M26-50 LED YL	
	E				1	A1																					
	C																				100	UD350TPX					

Grand Valley Power

Grand Valley Power

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

Job#:

Estimate Date: 07/03/2025

Staked By:

Date:

Eng Line:

Released By:

Date:

Feeder: 3

Picking List:

Date:

Phase:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
PM18	C	276	UD1/0J25						1	UG7-50						3	UJ2-6								2	VUM6-1	
	C																								255	UR5-3P	
	C																								1	UM1-7NC	
	C																								255	UR2	
PM18A	E			40-4	1	A5			1	G106-50	1	M2-11	1	E1-2	1	F1-4P									1	UM5/3.5U	
	C																								1	UM5/3.5U	
PM19	C	240	UD1/0J25						1	UG7-15						3	UJ2-6								1	UM1-7NC	
	C																								235	UR5-3P	
	C																								235	UR2	
	C																								1	VUM6-1	
M3/3-3/69A	E			35-5												1	J10								1	UM5/3.5U	
	E																								1	M26-50 LED YL	
	C																				85	UD350TPX			1	UM5/3.5U	
	C																								50	UR2	
	C																								50	UR5-3P	
PM20	C	665	UD1/0J25						1	UG7-15						3	UJ2-6								665	UR5-3P	
	C																								1	UM1-7NC	
	C																								665	UR2	
	C																								1	VUM6-1	
	C																								1	UM1-HH	
	C																								1	UM6-34	

Grand Valley Power

Grand Valley Power

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

Job#:

Estimate Date: 07/03/2025

Staked By:

Date:

Eng Line:

Released By:

Date:

Feeder: 3

Picking List:

Date:

Phase:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
PM20A	E			35-6	1	A6			1	G106-5	1	M2-1	1	E1-2	1	F1-4P	3	J10									
	C			35-4													1	J10			70	UD350TPX			1	UM5/3.5U	
	C																								70	UR2	
	C																								70	UR5-3P	
68	E																3	K10	1	FORM 2S AMI							
	C																				35	K1-2AT					
V7	C	465	UD1/0J25						1	UM-30															1	UM6-6	
	C																								455	UR2	
	C																								1	VUM6-28	
	C																								455	UR5-3P	
M3/3-3/55-1	E			40-4	1	A5			1	G106-10	1	M2-11	1	E1-2	1	F1-4P	1	J10									
	C																				160	UD350TPX			1	UM5/3.5U	
	C																								125	UR2	
	C																								125	UR5-3P	
43	E																3	K10	1	FORM 2S AMI							
	C																				65	K1-2AT					
M3/3-3/50A	E			35-6													2	J10									
	C																				95	UD350TPX			60	UR2	
	C																								1	UM5/3.5U	
	C																								60	UR5-3P	

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS Close Date:

☐ Estimate Only

W/O#: 23/7003

Job#:

Staked By:

Date:

Released By:

Date:

Picking List:

Date:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Estimate Date: 07/03/2025

Eng Line:

Feeder: 3

Phase:

Position ID	*	QTY	PRI. WIRE	HEIGHT CLASS	#	PRI-UNIT	#	R/W	#	TRANS	#	GRND	#	GUY	#	ANCHOR	#	SEC.	#	SRV.	QTY	SEC. WIRE	#	SRV. WIRE	#	MISC. UNIT	COMMENT
V8	C	365	UD1/0J25							1	UM-30														1	UM6-6	
	C																								355	UR2	
	C																								1	VUM6-28	
	C																								355	UR5-3P	
V9	C	245	UD1/0J25							1	UM-30														1	VUM6-28	
	C																								1	UM6-6	
	C																								235	UR5-3P	
	C																								235	UR2	

Concrete Pad

Call Before Dig:
Check After: _____
Locate: _____
Phone: _____
Gas: _____
TV: _____
Sewer: _____
Water: _____
Irrigation: _____

Locates

Customer Name: GVP

Map Location: MESA LAKES

Description: MESA LAKES_HWY 65 TO CABINS_3" PVC

County: Mesa Town: T11S R96W Range: T11S R96E Sec: 27

Permits: USFS

Close Date:

Phase:

☐ Estimate Only

W/O#: 23/7003

Job#:

Staked By:

Date:

Released By:

Date:

Picking List:

Date:

Material Issued:

Date:

Rel By Ops to:

Date:

Material Issued:

Date:

Material ret'd:

Date:

As Built Changes:

Date:

Coop#	Mfg Serial#	Mfg	Type	KVA	Phase	Pri Volts	Sec Volts	Inst	Remove

Location: 0	Retire Account: 108.80	
Crew:	Const Account: 107.20	
Budget: 01	Department: 11	
Easement:	Loan Year: 2024	
Work Plan: CFC22	Loan Project:	
Activity Code:		
Directions:		
Comment:		

Socket Size#	Cts	Qty

Completed By: _____

Date: _____

Elec. Contractor: _____

Wire Tally				
Action	Conductor	Wire Feet	No. of Wires	Pole Line
E	D8A CWC	298	2	149
E	J1-2AT	132	1	132
E	J1-4AT	96	1	96
C	D4 ACSR	1570	1	785
C	J1-2AT	305	1	305
C	K1-2AT	453	1	453
C	UD1/0J25	13428	1	13246
C	UD350TPX	2505	1	1970

Recap		
*	Units	Req.
E	25-7	2
E	30-6	1
E	30-7	2
E	35-5	2
E	35-6	9
E	35-7	1
E	40-4	5
E	A1	4
E	A1A	2
E	A1X	1
E	A5	4
E	A5-1	1
E	A5-2	1
E	A6	1
E	A8	1
E	A9-1	1
E	D8A CWC	298
E	E1-1	1
E	E1-2	11
E	F1-2	8
E	F1-4P	4
E	FORM 2S AMI	6
E	G105-10	4
E	G105-15	2
E	G106-10	3

*	Units	Req.
E	G106-5	1
E	G106-50	1
E	J10	24
E	J1-2AT	132
E	J1-4AT	96
E	J5	1
E	J6	2
E	J8	1
E	K10	12
E	K10C	2
E	K14	9
E	K14C	3
E	M2-1	7
E	M2-11	6
E	M2-2	2
E	M26-50 LED YL	2
E	M3-23E	1
E	M5-20E	1
E	M8-21 AMI RELAY	2
E	UM5/3.5U	2
E	Unknown gs_switch	1
C	35-4	17
C	40-4	2
C	45-4	1
C	55-4	1
C	D4 ACSR	1570
C	E1-2	5

*	Units	Req.
C	F1-4P	5
C	G105-1	1
C	J10	21
C	J1-2AT	305
C	K1-2AT	453
C	M2-11	3
C	M5-10T	1
C	M5-29	1
C	M8-20 AMI GATEWAY	2
C	PMG-200	1
C	UA2U	3
C	UD1/0J25	13428
C	UD350TPX	2505
C	UG7-15	18
C	UG7-50	1
C	UJ1-6	6
C	UJ2-6	54
C	UK6-1AG	2
C	UM1-7NC	19
C	UM1-HH	2
C	UM-30	9
C	UM5/3.5U	22
C	UM5/YL	2
C	UM6-1	2
C	UM6-34	6
C	UM6-6	9
C	UR2	14570

Issued to:		
*	Units	Req.
C	By: UR5-3P	Date: 19356
C	VA1A	1
C	VA5	3
C	VM5-9LB	2
C	VUM3-14F	5
C	VUM6-1	45
C	VUM6-10	5
C	VUM6-28	9

Appendix A: Prequalification of Contractor

The following questions are required to be completed by the bidder for proposals to be considered by GVP. Falsification of responses will result in exclusion of bids.

1. Is your organization a licensed contractor in good standing in the state of Colorado?
☐ Yes
☐ No
☐ No, but able to be licensed and in good standing by the time of contract award
2. Does your organization have distribution utility construction experience in Rocky areas similar to Mesa County, Colorado?
☐ Yes
☐ No
☐ No, but able to document understanding of soil conditions in Mesa County and can provide evidence of experience in similar conditions.
3. Does your organization have a documented safety program?
☐ Yes
☐ No
☐ No, but able to provide by time of the contract award
4. Is your organization able to perform distribution utility construction on energized lines (hot work)?
☐ Yes
☐ No
☐ Yes, but under the following conditions (attach additional sheets as needed):
5. Does your organization have at least one journeyman line worker on staff?
☐ Yes
☐ No
☐ No, but will have at least one journeyman line worker on subcontractor staff
6. Does your organization meet Davis Bacon requirements of meeting prevailing wages and weekly payroll?
☐ Yes
☐ No
☐ No, but will meet Davis Bacon requirements for this project
7. Has your organization used LCP on any previous projects
☐ Yes
☐ No
☐ No, but will meet LCP Tracker requirements for this project
8. Does your organization possess the equipment necessary to complete the project?
☐ Yes
☐ No
☐ No, but will obtain the equipment directly or via subcontractors for this project
9. List of all manufacturers/models/ types of equipment expected to be used in this project

10. Is your organization presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency?

☐ Yes

☐ No

☐ Yes, but can be resolved by the time of the contract award

11. Please provide the following information

W9: _____

I hereby certify these answers are true and correct to the best of my knowledge, and I am an authorized representative of the organization to attest to these statements.

Signature

Printed Name

Title

Organization

Date

Appendix B: Wage Determination

Wage Determination as of 1/1/2025

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 27.39	21.25%+\$8.50
Line Equipment Operator.....	\$ 44.27	21.25%+\$8.50
Lineman and Welder.....	\$ 61.46	24.25%+\$8.50

ELEC0111-007 01/01/2025

MESA COUNTY in COLORADO.

SUC02001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21

Appendix C: RUS Form 830

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0572-0107. Public reporting for this collection of information is estimated to be approximately 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRRequests@usda.gov .

U.S. Department of Agriculture
Rural Utilities Service

ELECTRIC SYSTEM CONSTRUCTION CONTRACT PROJECT CONSTRUCTION NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals** for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of Grand Valley Power, RUS designation CO-7-Mesa, (hereinafter called the "Owner") will be received by the Owner on or before _____ o'clock P M., December _____, at its office at Electronic Email Submittal at which time and place the proposals will be ~~publicly~~ opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.
2. **Owner Furnished Materials.** The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.
3. **Obtaining Documents.** The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer Cross Canyon Engineering at the latter's office at Contract Documents will be emailed upon the payment of \$0.0, which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined within the email.
4. **Manner of Submitting Proposals.** Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.
5. **Due Diligence.** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).
6. **Proposals will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.**

RUS FORM 830 (Rev. 2-22)

7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the Engineer in the Proposal.

~~8. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to 10 percent (enter percentage from zero to ten percent (0-10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder and such acceptance has been approved by the Administrator, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten days to the Bidder furnishing same.~~

9. **Contractor's Bond.** For a Contract in excess of \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.

10. **Failure to Furnish Contractor's Bond.** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)

11. **Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.

12. **Contract is Entire Agreement.** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

13. **Minor Irregularities.** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

14. **Bid Rejection.** The Owner reserves the right to reject any or all Proposals.

15. **Discrepancy in Unit Prices.** Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price – Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part __" line for each respective part.

16. **Definition of Terms.** The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.

17. The Owner Represents:

- a. *If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.*
- b. *All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.*
- c. *All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.*
- d. *Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:*

N/A.

- e. *All funds necessary for prompt payment for the construction of the project will be available.*

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.

Grand Valley Power

Owner

By _____

Engineering Supervisor

Title

_____, 20____

Date

PROPOSAL

TO:

Grand Valley Power

(hereinafter called the "Owner").

ARTICLE I--GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only such "fully accepted," "conditionally accepted," and "technically accepted" materials and equipment which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers," including revisions adopted prior to the Bid Opening. The use of "conditionally accepted" or "technically accepted" materials and equipment requires prior consent by the Owner or Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder

upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are*

designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 5. Description of Contract. *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

Mesa Lakes Construction Drawings

Mesa Lakes Scope of Work and all associated documents

Section 6. Due Diligence. *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

Section 7. License. *The Bidder warrants that a Contractor's License is ____ , is not ____ required, and if required,*

it possesses Contractor's License No. _____ for the State of _____

in which the project is located and said license expires on _____ , 20____.

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this proposal.*

ARTICLE II--CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of approval of the contract by the Administrator, if approval of the Administrator is required, and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than March 11th 2025 calendar days after date of approval of the contract by the Administrator, if approval of the Administrator is required. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within 120 calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.*

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.*
- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.*
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- d. *The Owner, acting through the Engineer with the approval of the Administrator, if approval of the Administrator is required, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder and approved by the Administrator, if approval by the Administrator is required, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and*

the Owner and approved by the Administrator, if approval by the Administrator is required, prior to the commencement of work in connection with such change.

- b. For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. The cost of materials shall be determined by the invoices.*
- b. The cost of labor shall be the reasonable cost thereof, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*

Section 6. Supervision and Inspection.

- a. The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the*

Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.

- d. In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.*
- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

Section 7. Defective Materials and Workmanship.

- a. The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by*

the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of the project. Upon completion by the Bidder of the construction of the project, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner and the Administrator, if the approval of the Administrator is required, of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.

- a. *The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists.*
- b. *Notwithstanding the provisions of Section 1.a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the project upon:*
 - (1) *completion of construction of such Section as certified by the Engineer and approved by the Owner and the Administrator, if approval by the Administrator is required;*
 - (2) *submission to the Owner and the Administrator, if submission to the Administrator is required, of the releases of lien and the certificate referred to in Section 2 of this Article;*
 - (3) *approval by the Owner and the Administrator, if approval by the Administrator is required, of the inventory in respect of such Section; and*
 - (4) *submission to the Owner and the Administrator, if submission to the Administrator is required, of the consent in writing by the Surety or Sureties, if any, on the Contractor's Bond to payment in full for such Section prior to Completion of the project.*

If no Sections are designated in Article II, Section 1c, the term "Section" shall mean for purposes of this subsection c and Article IV, Section 3b only, a part of the project as designated by the Owner which represents at least twenty-five percent (25%) of the contract price, and which is capable of being energized and operated by the Owner.

- c. *Interest at the rate of _____ percent (_____) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If, for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection d shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.*

- d. *Interest at the rate of _____ percent ² (_____) per annum shall be paid by the Owner to*

the Bidder on the final payment for the project or any completed Section thereof, commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring

¹ The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

² See Footnote 1.

such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.

- e. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.*
- f. The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

Section 2. Release of Liens and Certificate of Contractor. *Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.*

Section 3. Payments to Material Suppliers and Subcontractors. *The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.*

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*

- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.*

The right-of-way for purposes of this said section shall consist of an area extending within the substation feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from public roads to carry on construction activities.

- g. *The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.*
- (i) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.*
- (ii) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.*
- (iii) *Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.*
- h. *Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.*

- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- j. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
- k. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.
- l. The Bidder will furnish, prior to the commencement of underground distribution construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.

Section 2. Insurance. *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
- c. *Excess liability: \$3,000,000 per occurrence, \$3,000,000 aggregate. Employer's liability: \$1,000,000 per accident. Comprehensive or commercial general liability third party property damage, including products / completed operations: \$1,000,000 per occurrence, \$2,000,000 aggregate.*
- d. *Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non- owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "d" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "d" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. *Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.*
- b. *Where the construction of a Section as hereinbefore defined in Article II, Section 1.c and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*

Section 4. Energizing the Project.

- a. *Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.*
- b. *The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.*

Section 5. Assignment of Guarantees. *All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.*

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder*

may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

Section 2. Liquidated Damages. *The time of the Completion of Construction of the project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Bidder the sum of Five Hundred dollars (500.00) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.*

Section 3. Cumulative Remedies. *Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the project within the time herein agreed upon.*

ARTICLE VI--MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is now authorized by law to perform.*
- b. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- c. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner and the Administrator, if approval by the Administrator is required, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.*

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any*

country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

It has ____, does not have ____, 100 or more employees, and if it has, that it has __, has not __, furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause. *During the performance of this Contract, the Bidder agrees as follows:*

(1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- (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, color, religion, sex or national origin.*
- (3) *The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) *The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
- (5) *The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (6) *In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
- (7) *The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. *Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking*

fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 7. Franchises and Rights-of-Way. *The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.*

Section 8. Nonassignment of Contract. *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*

Section 9. Successors and Assigns. *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, acting through the Administrator, for security purposes under the Owner's mortgage and security instrument.*

~~Section 10. Independent Contractor.~~ *~~The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.~~*

Section 11. Approval by the Administrator: *This contract does _____, does not X, require approval of the Administrator. No acceptance of a Proposal for a contract upon which approval of the Administrator is required shall become effective until the contract has been approved by the Administrator; provided that no obligation shall arise hereunder unless such approval is given within one-hundred twenty (120) days after the date set for the opening of the proposals. The acceptance of a Proposal for a contract upon which approval of the Administrator is not required shall become effective the date of acceptance by the Owner.*

ATTEST:

Secretary

Bidder

President

Dated _____

Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the foregoing Proposal of the Bidder, _____, for the construction of the following:

Mesa Lakes Underground project

for a total contract price of \$ _____ (_____ dollars.)

Owner

By _____
Chief Executive Officer

Secretary

_____, 20____
Date of Contract

Appendix D: Operations and Maintenance Plan

Separate attachment

Appendix E GVP Specifications

Separate attachment

Appendix F: Grant Requirements

Contractor will need to abide by the below requirements as part of doing work for GVP under this Contract. These requirements will supersede any conflicting data in the RUS Form 830.

Federal Terms, Conditions and Assurances - Determined by Agreement

1 Audits, Records and Investigations:

- 1.1. Access to Records and General Requirements for Audits and Investigations: Contractor shall permit NRECA, the Agency, the Inspectors General, the Comptroller General of the United States or any of their authorized representatives to have access to Contractor's records and financial statements in order for NRECA to meet its obligations under 2 CFR Part 200 and any other applicable law and regulation. Such access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access will survive the expiration or termination of the Agreement and the Record Retention periods described below.
- 1.2. Record Retention: Contractor shall retain financial records, supporting documents, statistical records, and all other records relating to this Agreement (collectively, "Records") for three years from the date of NRECA's submission of the Agreement's final expenditure report or financial report. Copies of Records may be substituted for originals, and Contractor may use reliable electronic storage to meet this obligation. Exceptions to this three-year requirement exist if:
 - 1.2.1. Any litigation, claim or audit relating to this Agreement is started before the expiration of the three-year period. In that event, the Contractor shall retain the Records until all litigation, claims, or audit findings involving the Records have been resolved and final actions have been taken.

2 WARRANTY:

Contractor represents and warrants that it shall perform all of the Services specified under this Agreement in a workmanlike manner in accordance with all applicable laws and with the obligations set forth in this document

3 INSURANCE:

Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the type(s) and in the minimum amount(s) stated herein, with insurance carriers who carry an AM Best Rating of at least "A-" "VII", or a comparable rating in those states (locations) where the Services are to be performed, covering the operations of Subrecipient, pursuant to this Agreement:

- Comprehensive or commercial general liability third party property damage, including products / completed operations: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Excess liability: \$3,000,000 per occurrence, \$3,000,000 aggregate.
- Comprehensive or business automobile liability; personal injury (including bodily injury) and third-party property damage: \$1,000,000 per occurrence, \$1,000,000 aggregate.
- Workers' compensation: statutory limits.
- Employer's liability: \$1,000,000 per accident.

4 INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP:

a. You shall immediately notify GVP of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Contractor to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

5 PERFORMANCE OF WORK IN UNITED STATES:

The Contractor agrees that at least 100% of the direct labor cost for the project (including lower-tier Contractor labor) shall be incurred in the United States.

6 NEPA REQUIREMENTS:

Contractors must comply with the National Environmental Policy Act (NEPA).

7 LOBBYING RESTRICTIONS:

By this award, you agree that none of the funds obligated on the award shall not be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

The undersigned further attests that the non-federal entity does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

8 WH-1321

Davis Bacon Act Form WH-1321 must be displaced at jobsite at all times.

9 NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES:

(1) By entering into this agreement, the undersigned attests that their non-federal entity does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that their non-federal entity does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- a. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information,

(2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

10 IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY:

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

11 FOREIGN NATIONAL PARTICIPATION

If the Contractor (including any of its lower tier subrecipients and contractors) anticipates involving foreign nationals in the performance of this subaward, the Contractor must provide specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

A “foreign national” is defined as a person without United States citizenship or nationality (may include a stateless person). DOE may elect to deny a foreign national’s participation in the subaward. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

A foreign national may not participate on this project with prior approval from DOE.

The Contractor must include this term in any subaward and in any applicable contractual agreement(s) associated with this subaward.

12 ORGANIZATIONAL CONFLICT OF INTEREST:

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The non-federal must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The non-federal entity must provide the disclosure prior to engaging in a procurement or transaction using project

funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at

<https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirementsfinancial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the non-federal entity must procure goods and services from other sources when using project funds.

The non-federal entity must flow down the requirements of the interim COI Policy to any lower tier subrecipient non-Federal entities, with the exception of DOE National Laboratories. The subrecipient is responsible for ensuring lower tier subrecipient compliance with this term.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the subrecipient must maintain written standards of conduct covering organizational conflicts of interest.

13 BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS:

A. Definitions

Components See 2 CFR 184.3 “Definitions.”

Construction Materials See 2 CFR 184.3 “Definitions.”

Buy America Preference, Buy America Requirement, or domestic content procurement preference means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Infrastructure See 2 CFR 184.4 (c) and (d).

Manufactured Products See 2 CFR 184.3 “Definitions.”

Predominantly of iron or steel See 2 CFR 184.3 “Definitions.”

Infrastructure Project- See 2 CFR 184.3 “Definitions.”

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or
- (iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

* Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of

asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements. Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Subrecipients are responsible for administering their subaward in accordance with the terms and conditions, including the Buy America Requirement. The Contractor must ensure that the Buy America Requirement flows down to all lower tier subrecipients and subcontractors to comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all subawards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance:

Subrecipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this subaward.

Subrecipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the prime recipient. Subrecipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

1. Waivers must be based on one of the following justifications:

- a) Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
- b) Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c) Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

2. Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the Contractor seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

3. How to submit a waiver

Requests to waive the application of the Buy America Requirement must be submitted in writing to your cognizant Contracting Officer or Grants Officer through GVP.

DOE may request, and the Contractor must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain;

(3) Exercise an option to procure; or

(4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

15 PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS:

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this subaward. The subrecipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the subrecipient must notify DOE within five (5) business days upon learning that an owner of the subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. Foreign Government-Sponsored Talent Recruitment Program. An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued

employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. Foreign Country of Risk. DOE has designated the following countries as foreign countries of

risk: Iran, North Korea, Russia, and China. This list is subject to change.

16 TRANSPARENCY OF FOREIGN CONNECTIONS:

The Contractor must inform GVP within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
7. Any proposed changes to the equipment used on the project that would result in:
 - a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - b. Coded equipment where the source code is written in a foreign country of risk.

c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.

d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

17 FOREIGN COLLABORATION CONSIDERATIONS:

A. Consideration of new collaborations with foreign entities, organizations, and governments. The Contractor must provide written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Contractor must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

B. Existing collaborations with foreign entities, organizations and governments. The Contractor must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.

C. In general, a collaboration will involve some provision of a thing of value to, or from, the subrecipient. A thing of value includes but may not be limited to all resources made available to, or from, the Contractor in support of and/or related to the subaward, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the subaward but resulting in provision of a thing of value from or to the subaward must also be reported. Collaborations do not include routine workshops, conferences, use of the subrecipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by subawardee staff in accordance with the subrecipient's standard policies and procedures.

18 DAVIS-BACON ACT REQUIREMENTS:

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the subrecipient, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award, subaward or subcontract funded directly by or assisted in whole or in part by funds made available under this subaward shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Contractors shall provide written assurance acknowledging the DBA requirements for the subaward or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the subaward are paid or will be

paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The contractor must comply with all Davis-Bacon Act requirements, including but not limited to:

- (1) Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or lower tier subcontractor awards.
- (2) Being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) Receiving and reviewing certified weekly payrolls submitted by all subcontractors and contractors for accuracy and to identify potential compliance issues.
- (4) Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and contractors and as requested or directed by the DOE.
- (6) Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) Notifying GVP of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222- 14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract award.
- (9) Providing the necessary information to GVP to assist in preparing for the Davis Bacon Semi-Annual Labor Compliance Report for the DOE Contracting Officer, the Office of Management and Budget Control Number 1910-5165 by April 21 and October 21 of each year.

If applicable, the contractor must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>.

The contractor must ensure the timely submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

19 AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS:

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all contractors and subcontractors.
- (3) Contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers. The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the contractors and subcontractors must take. See OFCCP's Technical Assistance Guide at:
<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>.

Additionally, for construction projects valued at \$35 million or more and lasting more than one year, contractors, or subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

20 REQUIRED NATIONAL POLICIES:

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See [§ 200.323](#).

See [§ 200.216](#).

See [§ 200.322](#).