

SHERIFF DEPARTMENT AND POLICE DEPARTMENTS USED FOR SECURITY IN EACH COUNTY

The following list of Sherriff Dept. and Police Dept. are to be utilized when making arrangements for security in United Cooperative Services territory . Each Department has off-duty officers that can fulfill United's need for security at all the different offices it serves.

BOSQUE COUNTY	254-435-2363 OR 254-435-2362	
COMANCHE COUNTY	325-356-7533	
CORYELL COUNTY	254-865-7201 OR 254-865-7202	
EASTLAND COUNTY	254-629-1774	
ELLIS COUNTY	972 825-4901	
ERATH COUNTY	254-965-3338	
HAMILTON COUNTY	254-386-8128	
HOOD COUNTY	817-579-3316	
JOHNSON COUNTY	817-556-6058	Emergency Management 817-556-6346
PALO PINTO COUNTY	940-659-2085	
SOMERVILLE COUNTY	254-897-2242	
STEPHENS COUNTY	254-559-2481	
TARRANT COUNTY	817-884-3099	
YOUNG COUNTY	940-549-1555	
ALVARADO POLICE DEPT.	817-783-3344	
BURLESON POLICE DEPT.	817-426-9903 OR 817-426-9910	
CLEBURNE POLICE DEPT.	817-645-0972	Chief of Emergency Management 817-645-9066
CROWLEY POLICE DEPT.	817-297-2276	
GLEN ROSE POLICE DEPT.	254-897-2272	
GODLEY POLICE DEPT.	817-389-2500	
GRANBURY POLICE DEPT.	817-573-2648	
GRADVIEW POLICE DEPT.	817-866-3399	
JOSHUA POLICE DEPT.	817-558-3999	Johnson County Sheriffs office dispatches for them
KEENE POLICE DEPT.	817-641-7831	
MERIDIAN POLICE DEPT.	254-435-2255	
RIO VISTA POLICE DEPT.	817-373-2600	
STEPHENVILLE POLICE DEPT.	254-918-1200	
VENUS POLICE DEPT.	972-366-3332	
US STATEWIDE PATROL RICHARDSON, TEXAS	877-918-9411	
SP WORLDWIDE SECURITY SECURITY GUARDS	888-340-8810	Houston
TEXAS HIGHWAY PATROL (NON-EMERGENCY) CLEBURNE SOMERVELL ERATH	817-641-2204 or 817-202-2450 254-897-4130 254-965-7893	
SMITH SECURITY GUARDS	FORT WORTH	817-332-7981

Oil Spill Prevention and CleanUp Process

Purpose

According to 40 CFR Part 112, Federal regulations require United to have a Spill Prevention, Control & Countermeasure (SPCC) plan that addresses the possibility of an oil spill at any of United's facilities entering navigable waterways. In addition, there are requirements by the Texas Commission on Environmental Quality (TCEQ) to report and clean up oil spills caused by any of United's equipment. The Environmental Coordinator (Sr. VP – Planning & Procurement) is responsible for development, review, and training for the SPCC plan and oil spill handling procedures.

Timing

Unless there is an amendment to federal or state requirements stating differently, the SPCC plan should be reviewed every 5 years and amended as necessary within 6 months by a professional engineer (Sr. VP - Planning & Procurement) per Federal requirements. Reports of oil spills should be reported to the Environmental Coordinator and Human Resources (HR) immediately and the spill handled per the instructions below. Training on the SPCC plan and oil spill handling procedures should be performed annually with all affected employees.

Process

Upon report or discovery of an oil spill, the following procedures apply depending on whether the oil is "PCB suspect" or "Non-PCB".

PCB suspect: Oil from equipment, device, or container that does not specify that the oil contains less than 50 ppm PCB or that it is Non-PCB.

- Look for PCB marking labels, nameplate information, and year of manufacture. Devices manufactured after 1979 did not contain PCB initially, however they could have been contaminated through servicing, so check for a service label to verify.
- 1) PCB suspect device on the line not previously scheduled to be removed by Operations: Notify the Environmental Coordinator of its location immediately. Special documentation and handling will need to be followed.
 - 2) PCB suspect device on the line scheduled or required to be removed by Operations: Assume the device is PCB contaminated and use the proper handling and transport procedures.
 - Not leaking - remove and place directly into a properly labeled container or transformer bag before transporting.
 - Leaking- place device into a transformer bag before removal from the line.
 - Any tools, clothing, etc. that come into contact with potential PCB contaminated oil must be included with items to be disposed of or properly cleaned by environmental cleanup contractor before future use.
 - Contact Environmental Coordinator to begin cleanup process considerations, including engaging with environmental cleanup contractor(s) and implement appropriate containment measures.
 - All spoils shall be sealed, secured and transported to designated PCB storage areas.
 - Document with Oil Spill Cleanup form provided on intranet. Send completed copy of form with before and after cleanup photos to the Environmental Coordinator and HR.

Ensure the environmental cleanup contractor attaches copies of report to each container holding spoils from spill.

- 3) Non-PCB device spill and handling procedure for Operations:
 - Leaking - Place device into approved oil spill bag before removal from the line.
 - Contain the discharge or spill with the use of PIG absorbent materials. Clean and/or excavate area within 48 hours where scheduling permits, but no later than proscribed by TCEQ for a reportable spill. Place soil and contaminated material into approved oil spill bags and transport to temporary holding areas at the major offices. If spoils from cleanup will be significant (multiple bags), contact Environmental Coordinator to coordinate with the environmental cleanup contractor.
 - Document with Oil Spill Cleanup form provided on intranet. Send completed copy of form with before and after cleanup photos to the Environmental Coordinator and HR. Attach copies of report to each container holding spoils from spill.
- 4) A “reportable” discharge or spill of oil is a quantity greater than 25 gallons, which should be reported to the Environmental Coordinator immediately in all cases. Spills above this reportable quantity must also be reported to TCEQ, unless it is oil from an electrical device where the reportable quantity is greater than 210 gallons. Upon the determination that a reportable discharge or spill has occurred, the Oil Spill Cleanup form should be completed immediately (except for details of cleanup) and submitted to the Environmental Coordinator and HR. If required, the Environmental Coordinator shall then notify the TCEQ (through the State Emergency Response Center) as soon as possible but not later than 24 hours after the discovery of the spill or discharge. The State Emergency Response Center will be notified (1-800-832-8224) where a case number will be assigned and they will contact TCEQ (817-588-5800). HR will notify the insurance company of the possibility of a claim as soon as possible. The Environmental Coordinator will coordinate all cleanup details with environmental cleanup contractor with input from insurance company if given.

Information required for initial notification to TCEQ:

- The name, address and telephone number of the person making the telephone call (Environmental Coordinator) and the responsible party (United).
- The date, time, location (street, city, state, zip, county) of the spill or discharge.
- A specific description or identification of the oil discharged or spilled (typically non-PCB mineral oil).
- An estimate of the quantity discharged or spilled.
- The name of the surface water or a description of the waters in the state affected or threatened by the discharge or spill.
- A description of any actions that have been taken, are being taken and will be taken to contain and clean up the discharge or spill, including the names of contractors that will be used.

A full written report of the incident and cleanup (including disposal manifests) is due within 30 days per the written instructions from TCEQ.

- 5) Notification of Safety Department should be made if the oil spill presents a hazardous or unsafe condition to employees or the public, and other appropriate incident reports should be made accordingly.
- 6) Notification of property owner, resident, or occupant shall be made immediately if it is believed they are adversely affected and are identifiable. If property damage other potential liabilities are involved, the Safety Department shall be notified immediately.
- 7) If any discharge or spill potentially threatening waterways, environmentally sensitive areas or natural resources is beyond the scope of United to clean up, the Environmental Coordinator will handle through the environmental cleanup contractor. Safety Department will notify local agencies or authorities if the discharge or spill creates an imminent health or safety threat.
 - Fire department
 - Fire marshal
 - Health authorities
 - Local Emergency Planning Committee (LEPC) as appropriate.
- 8) If any PCB contaminated devices or spoils are stored in United's temporary storage areas, they must be removed and properly disposed within 30 days.

Key Responsibilities:

- **Safety Department** – On-site review and mitigation of potentially hazardous conditions around oil spills, notification of appropriate local agencies or authorities.
- **Operations** – On-site cleanup of leaking equipment and oil spills, notification of Environmental Coordinator and HR, submitting Oil-Spill Cleanup Forms.
- **Environmental Coordinator (Sr. VP- Planning & Procurement)** – Overall Oil Spill Prevention and cleanup process, including SPCC plan and cleanup process design, training, documenting, and reporting. Coordination of cleanup for large or reportable oil spills with environmental cleanup contractor, submitting Oil-Spill Cleanup forms and supporting documentation. *In the case of the absence of the VP – Planning & Procurement, the Senior VP of System Engineering should perform the tasks.*
- **Human Resources** – Notification and claim submittal to insurance company for oil spill cleanup.
- **Environmental Cleanup Contractor** – On-site cleanup of large or reportable spills and disposal of spoils. Environmental Coordinator will keep an active list of approved contractors.

LAST REVIEW/UPDATE BY PROCESS COMMITTEE: 12/3/2018

[COMPANY LETTERHEAD]

[MEMBER NAME]

[STREET ADDRESS]

[CITY, STATE AND POSTAL CODE]

[DATE]

Dear [MEMBER NAME]:

United Cooperative Services values your business and respects the privacy of your information, which is why, as a precautionary measure, we are writing to let you know about a data security incident that may involve your personal information. On [date of breach incident], [description of breach incident in general terms including type of personal information—SSN, account number, credit card number, etc.—exposed by the breach incident]. This letter is to provide guidance on how you can protect yourself from potential risks and harm associated with this incident.

We urge all potentially affected individuals to take routine protective measures against identify theft and suggest that you:

- Obtain and carefully review your credit reports. You can order free credit reports from all three credit agencies at <http://www.annualcreditreport.com>
- Review your bank and credit card statements regularly and look for unusual or suspicious activities.
- Place a fraud alert on your credit files. A fraud alert lets creditors know to contact you before opening new accounts.
- Contact appropriate financial institutions immediately if you notice any irregularity in your credit report or any account.
- If your identity or accounts have been compromised, you should take actions such as contacting your financial institution and/or credit card company immediately.

We apologize for any inconvenience associated with this unfortunate incident. While United implements and practices data and physical security measures at the highest levels, incidents such as this—no matter how unlikely—can be out of the cooperative's control. We encourage all members to routinely monitor their credit reports to ensure identity theft potential is minimized as much as humanly possible.

Cooperatively yours,

United Cooperative Services

Information Packet for Emergency event

Depending on the event type and the overall impact of the event the information in the packet could change. The purpose of the information packet is to make sure all crews and personnel who are assisting with restoration efforts have the correct information needed to work the event safely and properly.

Below is an example of the information that will be included in the packet:

- UCS Emergency contact information
- Address and phone number to local Office or site to report to
- Hotel or lodging information
- Local authorities and Emergency Medical Services contact information

Emergency Response Plans - Process for extended hours for MSRs

Guidelines for when to use/request extended hours for MSRs to help alleviate high call volume and handle unresolved calls. These guidelines will be used on a case-by-case scenario.

- During business hours dispatcher(s) will need to alert Member Services Manager prior to 5:00 pm if they need assistance handling unresolved calls.
 - Member Services Manager will determine how many MSRs will be needed and will coordinate with all offices for volunteers to stay after 5:00 and work unresolved calls as listed under the calls manager program.
- Member Services Manager will be responsible for watching high call volume to determine if and how many MSRs will need to stay after 5:00 pm and continue to take calls rather than switching to “high call volume mode” which will prevent or lessen the number of calls resulting in unresolved calls.
 - IS&T will be notified to switch call handling mode
- During after-hours the Member Services Manager will be contacted by Engineering Services Technician if dispatch needs assistance processing unresolved calls.
 - The Member Services Manager will contact the necessary number of MSRs to report to the office to handle unresolved calls.

Contractor Management and Assignment

Once an ERP event occurs, the Emergency Response Coordinator and the Manager of Operations will work together to determine the Cooperative's needs in terms of Contract Labor. They will then assess the Cooperative's current contractor resources and determine if any additional contractors are needed. If so, they will utilize the ERP contract to acquire additional help.

Once all of the necessary resources are acquired and identified, the ER Coordinator and Manager of Operations will work together to assign the contractors to gain the most effectiveness and efficiency based on:

- The type of work that is required (i.e. individual larger projects involving several poles/large amounts of wire and/or special equipment versus several smaller projects involving fuses and/or single poles/spans).
- Contractor specialty (i.e. system improvement versus system maintenance)
- Contractor equipment and/or personnel

Contractor management will be primarily overseen in the field by the Cooperative's Contract Coordinator, with assistance from the Cooperative's Foremen as needed.

Grocery List for Sustained Outages

Below are items that are typically needed in the event of a sustained outage. These items should be purchased during the first two days of a multi-day event requiring outside operations resources and adequate stock should be maintained throughout the duration of the event.

- Bottled Water
- Baby wipes
- Peanut butter crackers
- Cheese crackers
- Trail mix
- Tooth brushes
- Tooth paste
- Toilet paper
- Gator aid
- Cola's (Coke, Dr. Pepper, Sprite, Lipton Tea)
- Pop tarts
- Fruit (bananas, apples, oranges)
- Beef jerky
- Chips (individual packs)
- Slim Jims
- Mixed Candy Bar packs
- Sun Seeds
- Breakfast Bars
- Cookie Packs
- ICE
- Disinfectant hand cleaner –either the foaming or alcohol gel pump bottles
- Milk
- Orange juice

Emergency Custodial Work

If UCS has a catastrophic event requiring us to feed inside, outside and external employees over multiple days, we will notify our custodial service of the need for their emergency services. UCS maintains a cleaning contract with a custodial service for normal ongoing operations. They have also agreed to supply emergency service at a cost of \$30 per hour per custodial employee.

We have first hand knowledge of how much mud and trash can accumulate within the buildings as we feed and accommodate a large number of people within our facilities. These services will allow UCS to better focus on restoration while keeping the facilities clean and orderly during a catastrophic event by not pulling our internal labor pool away from restoration duties.

We currently use Cardinal Custodial Services to clean our facilities. The contact is Bob Cardinal and he can be reached at 214-535-8738.

Emergency Response Plan – Regulatory Agencies

<u>Description</u>	<u>Obtained From</u>
<u>4A – RUS</u>	
Emergency RUS Contract	Quentin Howard
RUS Recommended Contacts	RUS
RDUP Bulletin 1724D-106 Considerations for Replacing Storm Damaged Conductors	RDUP Electric Web Site
<u>4B – FEMA</u>	
Coop Coordination with FEMA for Temporary Housing	Quentin Howard
FEMA Region VI Contacts	FEMA Web Site
FEMA Quick Reference Guide	Accounting
FEMA Work Sheets	Accounting
FEMA Disaster Assistance Fact Sheet	FEMA
Audit Tips for Managing Disaster-Related Project Costs	FEMA
Force Account Equipment Summary	Quentin Howard
Direct Labor Record	Quentin Howard
<u>4C – PUC</u>	
<u>4D – ERCOT</u>	
ERCOT Operating Guide	Jared Wennermark
<u>4E – Other</u>	



February 10, 2020

Dear Sir or Madam:

United Cooperative Services is accepting formal bid quotations for an RUS 790 (Labor Only) Contract. This contract will be utilized for copper conductor replacements and line extensions to United Cooperative Services' distribution and secondary facilities.

If your company would like to submit a bid on this contract, please complete the applicable portions of the bid package and return the entire bid package to the Cooperative by 5:00 p.m., Monday, March 9, 2020. The bids will be publicly opened at 8:30 a.m., Tuesday, March 10, 2020 at the Stephenville office of United Cooperative Service, 1200 Glen Rose Hwy, Stephenville, TX 76401. **No Bonds will be required for this bid.**

Please pay special attention to the following sections of the Bid Proposal:

- Insurance requirements listed in ARTICLE IV of the proposal (and accompanying ADDENDUM section). These requirements must be met by the Contractor in order to be considered for the awarding of the contract.
- Article VI - Section 6 - Equal Opportunity Provision – **must be filled out entirely for a proposal to be accepted.**
- The "ATTEST" portion of the Proposal **must be filled out completely and correctly in order for a proposal to be accepted**
- The ADDENDUM – **must be reviewed and filled out and executed in order for a proposal to be accepted.**
- Please be sure to review and fill out Exhibits A & B completely – **failure to do so may result in your bid being removed from consideration.**
- Information to be furnished - **must be reviewed and filled out and executed in order for a proposal to be accepted.**
- Certificate of Debarment and Suspension - **must be filled out completely in order for a proposal to be accepted.**
- Please be sure to fill out the "Lobbying Certification" form and the IRS Form W9.

Should your company be selected, the following documents will be required within 10 days after the date of notice of acceptance of your proposal:

- Certificate of Insurance in the amount specified in the contract, with the Cooperative listed as an additional insured and the waiver of subrogation per the contract requirements.

If you have any questions concerning the contract please feel free to contact me at (254) 918-6127 or Mark Buckner at (817)556-4066.

Sincerely,

A handwritten signature in black ink, appearing to read 'Quentin Howard', written in a cursive style.

Quentin Howard
Senior Vice-President of System Engineering

Enclosure

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DISTRIBUTION LINE EXTENSION CONTRACT

EMERGENCY RESPONSE PLAN CONTRACT



March 2020

RUS Form 790

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**DISTRIBUTION LINE EXTENSION CONSTRUCTION CONTRACT
(RUS Form 790)**

INDEX

	Page
Notice and Instructions to Bidders	1
Article I – General	5
Section 1 – Offer to Construct	5
Section 2 – Materials and Equipment	5
Section 3 – Owner Furnished Materials	5
Section 4 – Proposal on Unit Bases	6
Section 5 – Description of Contract	6
Section 6 – Due Diligence	7
Section 7 – License	7
Section 8 – Warranty of Good Faith	7
Section 9 – Financial Resources	7
Section 10 – Taxes	7
Section 11 – Changes in Quantities	7
Article II – Construction	7
Section 1 – Time and Manner of Construction	7
Section 2 – Environmental Protection	8
Section 3 – Tools, Equipment, and Qualified Personnel	9
Section 4 – Change in Construction	9
Section 5 – Construction not in Proposal	9
Section 6 – Supervision and Inspection	9
Section 7 – Defective Materials and Workmanship	10
Article III – Payments and Release of Liens	11
Section 1 – Payments to Bidder	11
Section 2 – Release of Liens and Certificate of Contractor	12
Section 3 – Payments to Material Suppliers and Subcontractors	12
Article IV – Particular Undertakings of the Bidder	12
Section 1 – Protection to Persons and Property	12
Section 2 – Insurance	14
Section 3 – Delivery of Possession and Control to the Owner	15
Section 4 – Energizing the Project	15
Section 5 – Assignment of Guarantees	15
Article V – Remedies	16
Section 1 – Completion on Bidder's Default	16
Section 2 – Cumulative Remedies	16
Article VI – Miscellaneous	16
Section 1 – Definitions	16
Section 2 – Materials and Supplies	16
Section 3 – Patent Infringement	17
Section 4 – Permits for Explosives	17
Section 5 – Compliance with Laws	17
Section 6 – Equal Opportunity Provisions	17
Section 7 – Franchises and Rights-of-Way	19
Section 8 – Non-assignment of Contract	19
Section 9 – Successors and Assigns	19

Section 10 – Independent Contractor	19
Section 11 – Acceptance by the Owner	19
Section 12 – Subject Addendum	19
Attest	19
Acceptance	20
ADDENDUM	
EXHIBIT A & B	
Information to be furnished with Bid	
RUS Form 231 – Certificate of Contractor	
RUS Form 792b – Certificate of Contractor and Indemnity Agreement	
Certification Regarding, Debarment, Suspension, And Other Responsibility Matters- Primary Covered Transactions	
RUS Form 224 – Waiver and Release of Lien	
Lobbying Certification	
IRS Form W9	
RUS Form 187 – Certificate of Completion – Contract Construction	
RUS Form 168b – Contractor’s Bond <u>(NOT REQUIRED)</u>	
RUS Form 307 – Bid Bond <u>(NOT REQUIRED)</u>	

U.S. Department of Agriculture
Rural Utilities Service

ELECTRIC SYSTEM CONSTRUCTION CONTRACT NON-SITE SPECIFIC 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 UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas electric cooperative corporation, RUS designation Texas 164 UNITED, (hereinafter called the "Owner") will be received by the Owner on or before **5 o'clock PM Central Daylight Time, on Monday, March 9, 2020, at its office at 1200 Glen Rose Highway, PO Box 290, Stephenville, Texas 76401** 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. The bids will be publicly opened at **8:30 AM Central Standard Time, on Tuesday, March 10, 2020 at the Owner's office at 1200 Glen Rose Highway, Stephenville, Texas 76401**.
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. The Bidder's Proposal is for Labor Only.*
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, Owner's Senior Vice President – System Engineering, at <https://www.dropbox.com/s/rkg26auf393zfaw/UCS%20Overhead%20Specbook%20Updated%20February%202018%20-%20Printable%20Version.pdf?dl=0>*
, but must be attached to the Proposal prior to submitting same to the Owner at the latter's office at upon the payment of \$_____ , which payment will not be subject to refund. The Plans, Specifications, and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer.
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.*
- 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 ten percent (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 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 (10) days to the Bidder furnishing same. **SEE ALSO ADDENDUM.***
- 9. Contractor's Bond.** *If the estimated cost of the construction of a Section shall exceed \$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 estimated cost of such Section. **SEE ALSO ADDENDUM.***
- 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.*

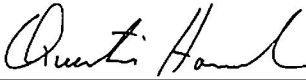
17. The Owner Represents:

- 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: The Texas Highway Department and the Texas Department of Transportation.*
- 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.

United Electric Cooperative Services, Inc.,
a Texas electric cooperative corporation

Owner
By: _____

Quentin Howard
Name

Senior Vice President – System Engineering
Title

February 10, 2020
Date

PROPOSAL

TO: UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas electric cooperative corporation
(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 Bidder understands and agrees that the Project will consist of line extensions and additions and line changes or similar work usually associated with overhead or underground distribution system improvement or extension work all located within the area served or ultimately to be served by the Owner and that the exact location and scope of individual sections of the Project (hereinafter called "Sections") will be made known to the Bidder from time to time as provided in Article II, Section 1 hereof.*

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 Lists. 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. **SEE ADDENDUM.**~~

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 Addendum (defined below), Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto ~~and or~~ identified and also made a part hereof for all purposes as follows (whether attached hereto or not):*

- a. Addendum to this Contract (the "Addendum"), including Owner's Special Requirements attached to the Addendum as Exhibit A, and the Construction Unit labor pricing schedule (to be completed by the Bidder in conjunction with Bidder's submittal of this Proposal to the Owner) attached to the Addendum as Exhibit B.
- b. RUS Form 803, Specifications and Drawings for 14.4/24.9 kV Line Construction (if this Proposal is for the construction of overhead distribution system improvements);
- c. RUS Form 806, Specifications and Drawings for Underground Electric Distribution (if this Proposal is for the construction of underground distribution system improvements);
- d. Those plans, specifications and drawings not attached hereto but that accompany Work Orders (defined in the Addendum) delivered to the Bidder by the Owner in accordance with this Contract; and
- e. RUS Form 515a, Specifications and Drawings for Construction of Direct Buried Plant (if this Proposal is for the construction of direct buried telecommunications);
- f. RUS Form 515b, Specifications and Drawings for Construction of Underground Plant (if this Proposal is for the construction of underground telecommunications);
- g. RUS Form 515c, Specifications and Drawings for Construction of Aerial Plant (if this

Proposal is for the construction of overhead telecommunications;

- h. RUS Form 515d, Specifications and Drawings for Service Installations at Customer Access Locations (if this Proposal is for the installation of customer/member telecommunications access)
- i. all those other documents listed or referenced in this Contract as being attached hereto or as being a part of the Contract, whether attached or not.

By submitting this Proposal to the Owner, the Bidder warrants and represents to the Owner that the Bidder has read and reviewed all documents described in this Section 5, as applicable, whether or not same are attached to this Proposal, and further acknowledges that those documents made available by the Owner as described at Section 3 of the Notice and Instructions to Bidders shall be attached to this Proposal, as applicable, prior to acceptance by the Owner.

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 with in the meaning of Article II, Section 1(d) of this proposal. INTENTIONALLY DELETED.~~

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 acceptance of the proposal by the Owner 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 _____ calendar days after acceptance of the proposal by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within _____ 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. SEE ADDENDUM.~~
- 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. SEE ADDENDUM.~~
- 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.
- Notwithstanding the forgoing, the sequence and details of construction of each Section of the Project will be determined by Owner, in its sole discretion, and provided to Bidder from time to time during the term of this Contract by way of Work Order(s) (as defined in the Addendum).
- d. The Owner, acting through the Engineer, 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, 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.

- e. It is understood and agreed that, notwithstanding any other provisions of this Contract, the Bidder will not be required to commence any construction after the expiration of two (2) year(s)¹ following acceptance of this Proposal by the Owner.*

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 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.*

SEE ADDENDUM.

¹ Owner to insert a number from 1 to 4.

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 a Section. Upon completion by the Bidder of the construction of a Section, 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 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.*
- b. 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; Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project, unless such excess shall have been approved in writing by the Owner.]*

It is understood and agreed that this maximum Contract price is Six Million dollars (\$6,000,000). It is also agreed that the Bidder shall not be entitled to any claim for damages on account of any reasonable additions to or subtractions from the Project, or of any delay occasioned thereby, or of any changes in the routing of the lines.

- c. *Interest at the rate of three percent² (3.00%) 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 c shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.*
- d. *Interest at the rate of three percent³ (3.00%) 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 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 in 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. SEE ADDENDUM.~~*

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:

² 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.

³ See Footnote 2.

- 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 fifteen (15) 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.~~ **SEE ADDENDUM.**

- (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 takeout 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. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, 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 "c" 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 "c" 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. SEE ALSO ADDENDUM.*~~

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 herein before defined in Article II, 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 de-*

energizing 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. 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.*

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 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 Represents.

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 subcontractor 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, time clocks, 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. **SEE ALSO ADDENDUM.***

Section 11. Acceptance by the Owner: *The acceptance of a Proposal for a contract shall become effective the date of acceptance by the Owner.*

Section 12. Subject Addendum: *The Contract is subject to the terms and conditions of the Addendum attached to this Proposal.*

ATTEST:

Bidder

Secretary

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

The Owner hereby accepts the foregoing Proposal of the Bidder, _____, for the construction of the following:

Various overhead distribution copper conductor replacements and line extensions, the plans, specifications and other details of which will be communicated by Owner to Bidder by Work Order during the term of this Contract, subject to the terms and conditions of this Contract.

United Electric Cooperative Services, Inc.,
a Texas electric cooperative corporation

Owner

By _____
President

Secretary

April 1, 2020
Date of Contract

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**ADDENDUM
TO ELECTRIC SYSTEM CONSTRUCTION CONTRACT
NON-SITE SPECIFIC CONSTRUCTION BETWEEN UNITED COOPERATIVE
SERVICES, INC. AND _____**

This Addendum (this "Addendum") as hereinafter stated supplements and/or amends and forms a part of the Electric System Construction Contract Non-Site Specific Construction, and modifies the original Rural Utilities Services Form 790 between UNITED COOPERATIVE SERVICES, INC., a Texas electric cooperative corporation, and _____ dated April 1, 2020 ("Form 790"), and in the event of a direct conflict between the terms of this Addendum and the Form 790, the terms of this Addendum control, as follows (Form 790, together with, and as supplemented and/or amended by, this Addendum, is referred to as "this Contract" or "the Contract");

1. SUPPLEMENT/AMENDMENT TO INDEMNIFICATION PROVISIONS:

Defend, Indemnify, and Hold Harmless. Article IV, Section 1, of Form 790, (*Protection to Persons and Property*), subpart g.(i), is hereby amended by deleting subpart g.(i) in its entirety and replacing it with the following provision:

(i)

(A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 151.103, TEXAS INSURANCE CODE, BIDDER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS, OWNER, ITS LENDERS AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, (EACH, WHETHER PAST OR PRESENT AT ANY TIME, INDIVIDUALLY, AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' 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 BUT EXCLUDING THE WORK) 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. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING BIDDER LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE, OR DESTRUCTION TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER OR ITS AGENTS, EMPLOYEES OR THIRD-PARTIES UNDER OWNER'S CONTROL OR SUPERVISION, OTHER THAN THE BIDDER OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "BIDDER PARTIES") AND REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF A PARTY INDEMNIFIED HEREUNDER. THE BIDDER'S DUTY UNDER THIS PARAGRAPH (A) TO DEFEND THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER IN A CLAIM OR ACTION AND OBLIGATION TO INDEMNIFY THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER FOR THEIR COSTS OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES) SHALL ARISE FOR ALL CLAIMS RESULTING FROM OR ARISING OUT OF THE PERFORMANCE OF THE WORK OF THE BIDDER, EXCEPT TO THE EXTENT SUCH CLAIM OR ACTION IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE OWNER OR ITS AGENTS, EMPLOYEES OR THIRD PARTIES UNDER THE OWNER'S CONTROL OR SUPERVISION, OTHER THAN ANY BIDDER PARTY.

(B) IN ADDITION TO THE FOREGOING INDEMNITY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, SECTION 151.103, TEXAS INSURANCE CODE, BIDDER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS, THE INDEMNITEES FOR, FROM, AND AGAINST, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR THE PERSONAL OR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF THE BIDDER PARTIES ("EMPLOYEE PERSONAL INJURY CLAIM"), EVEN TO THE EXTENT SUCH EMPLOYEE PERSONAL INJURY CLAIM IS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE SOLE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, AND/OR THE GROSS NEGLIGENCE OF ANY INDEMNITEE. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEES BENEFIT ACTS. THE BIDDER'S DUTY UNDER THIS PARAGRAPH (B) TO DEFEND THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER IN A CLAIM OR ACTION AND OBLIGATION TO INDEMNIFY THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER FOR THEIR COSTS OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES) SHALL ARISE FOR ALL EMPLOYEE PERSONAL INJURY CLAIMS.

(C) SHOULD AN INDEMNITEE BE REQUIRED TO ENFORCE ANY OF THE INDEMNITY OBLIGATIONS PROVIDED HEREIN IN A COURT OF LAW, INDEMNITEE SHALL BE ENTITLED TO RECOVER ALL COSTS OF ENFORCEMENT, INCLUDING, WITHOUT LIMITATION, ITS REASONABLE ATTORNEYS' FEES.

(D) THE OBLIGATIONS SET FORTH IN SUBPARAGRAPHS (A), (B) AND (C) ABOVE SHALL NOT BE CONSTRUED TO NEGATE ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SUBPART g.(j).

2. SUPPLEMENT/AMENDMENT TO INSURANCE PROVISION:

Compliance Certificate; Primary and Non-Contributory; Severability and Cross Liability.

Article IV, Section 2, (*Insurance*), of Form 790, is hereby amended by deleting the last paragraph in its entirety and replacing it with the following provision:

All CONTRACTOR policies shall contain, by policy endorsement, a waiver of subrogation in favor of OWNER, its directors, officers, employees, agents and members. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the OWNER. The CONTRACTOR shall furnish the OWNER a certificate in a form approved by the Texas Department of Insurance evidencing compliance with foregoing requirements. CONTRACTOR shall provide not less than thirty (30) days prior written notice to the OWNER of any suspension, voiding, cancellation of coverage or change in limits of, or deletion of the certificate holder as an additional insured under, the policies. CONTRACTOR shall be responsible to obtain and provide to OWNER separate certificates from each subcontractor of any tier, and shall be responsible to cause all coverages for such subcontractors to be subject to the requirements contained herein.

CONTRACTOR shall ensure that all policies purchased in accordance with this section shall protect OWNER and CONTRACTOR as set forth in Article IV, Section 1,

subpart g.(i) and Article IV, Section 2, and shall be primary and non-contributory with any other coverage elsewhere afforded or available to OWNER, and shall provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the work performed under the contract.

The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each insured, except with respect to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevents OWNER from asserting claims against the CONTRACTOR or any other Insured under the policies.

Except for worker's compensation insurance policies, to the extent permitted by law, including but not limited to Chapter 151 of the Texas Insurance Code, all insurance policies of both CONTRACTOR and CONTRACTOR'S subcontractors of any tier shall name OWNER as an Additional Insured to the full extent of the CONTRACTOR'S indemnity obligations set forth in Article IV, Section 1 above, on a primary and non-contributory basis. It is the intent of CONTRACTOR and OWNER that this Additional Insured status shall include coverage for completed operations and for the CONTRACTOR'S and the other Indemnitees concurrent and sole negligence to the extent (if any) indemnification is required In Article IV, Section 1 above, but only to the extent not prohibited by Chapter 151 of the Texas Insurance Code. CONTRACTOR must furnish such Additional Insured coverage by endorsement or express policy language in a form approved by The Texas Department of Insurance and consistent with CONTRACTOR'S indemnity obligations hereunder. Notwithstanding any other requirements for proof of insurance hereunder, CONTRACTOR shall furnish the form of Additional Insured endorsement or applicable policy language to OWNER prior to commencement of the work for OWNER'S review and approval.

3. Controlling Agreement; Work Orders.

- a. This Contract shall control and govern all work performed by the Bidder/Contractor for the Owner under subsequent written or verbal work orders or similar documents or instructions issued by the Owner to the Bidder/Contractor from time to time with respect to a particular Section of the Project ("Work Order").
- b. A Work Order will contain the following:
 - i. staking sheet(s), reflecting the location and number of the various construction units required for construction of a Section;
 - ii. specific instructions, if any, as to location and extent of work to be performed;
 - iii. additional plans, specifications and construction drawings pertinent to the construction of a Section, if any; and
 - iv. the scope of work for a Section, which may be new construction, system improvement, non-emergency maintenance, or emergency maintenance.
- c. This Contract, with the plans, specifications and construction drawings accompanying a Work Order provided to the Bidder/Contractor, shall define the rights and obligations of the Owner and the Bidder/Contractor and will continue to govern such work until such work has been completed by the Bidder/Contractor and accepted by the Owner.

4. **“This Contract”**. All references in Form 790 to “this Agreement” are hereby deleted and replaced with the words “this Contract”. Further, all references within Form 790 to “the Contract” or “this Contract” shall have the same meaning.
5. **Bid Bond**. Section 8, Notice and Instructions to Bidders, of Form 790, (*Bid Bond*), is hereby amended to add the following to the beginning of the first sentence of said section:

If required by the Owner,

6. **Contractor’s Bond**. Section 9, Notice and Instructions to Bidders, of Form 790, (*Contractor’s Bond*), is hereby amended to add the following to the beginning of the first sentence of said section:

If required by the Owner,

7. **Owner’s Representations**. Section 17, Notice and Instructions to Bidders, of Form 790, (*The Owner Represents*), is hereby amended at subpart a. to add the following to the end of subpart a.:

; such timing being at the election of the Owner.

8. **Owner Furnished Materials**. Article I, Section 3, of Form 790 (*Owner Furnished Materials*), is hereby deleted in its entirety and replaced with the following:

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the materials necessary, as determined by the Owner at Owner’s discretion, for the construction of the Project (“Owner Furnished Materials”). The Bidder will acknowledge in writing the receipt of all materials received from the Owner. The materials referred to will be made available to the Bidder at premises of the Owner, or will be delivered to the Bidder at locations determined by the Owner, and the Bidder will use such materials in constructing the Project.*

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 a Section. 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 necessary, in the opinion of the Owner, for the construction of a Section. 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 to be provided by Owner will be furnished to the Bidder as necessary during progress of the work.

Upon delivery and/or pick up of materials furnished by the Owner, the Bidder shall promptly receive, unload, transport and handle all materials and equipment at its expense

and shall be responsible for demurrage, if any.

9. **Time and Manner of Construction.** Article II, Section 1, of Form 790 (*Time and Manner of Construction*), is hereby amended to delete subparts a. and b. and replace same with the following:

- 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 acceptance of the Proposal by the Owner 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 fifteen (15) calendar days after acceptance of the Proposal by the Owner and the Owner providing the Bidder with the first Work Order. The Bidder further agrees to prosecute diligently and to complete construction of each Section of the Project that is the subject of a particular Work Order in a good and workmanlike manner and in strict accordance with the Plans, Specifications and Construction Drawings (including those plans, specifications and construction drawings accompanying a Work Order) within the time frames described in Owner's Special Requirements attached to the Addendum as Exhibit A: 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 of a Section 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.*

10. **Construction Not In Proposal.** Article II, Section 5, of Form 790, (*Construction Not in Proposal*), is hereby deleted in its entirety and replaced with the following:

Section 5. Construction Not in Proposal. *The Bidder agrees that when it is necessary to construct units not shown in the Proposal, the Bidder shall construct such units for a price agreed upon by the Bidder and the Owner by written agreement*

(which, for purposes of this Section 5, may include agreement reached via electronic correspondence, e.g., e-mail).

11. Payments to Subcontractors. Article III, Section 3, of Form 790, (Payments to Material Suppliers and Subcontractors), is hereby deleted in its entirety and replaced with the following:

Section 3. *Payments to Subcontractors.* *The Bidder shall pay each subcontractor for and on account of construction or services performed by such subcontractor prior to making application for payment to the Owner with respect to such construction or services.*

12. Drug-Free Workplace; OSHA, APPA, ANSI and NESC; Burial Grounds and Wetlands. Article IV, Section 1, of Form 790 (*Protection to Persons and Property*), is hereby amended to add the following subparts:

- m. The Bidder shall employ a drug-free workplace policy.*
- n. The Bidder shall comply with Occupational Safety and Health Administration (OSHA) standards and regulations in 29 CFR Parts 1910 and 1926, as well as the standards and regulations of the American Public Power Association (APPA), the American National Standards Institute (ANSI) and the National Electric Safety Code (NESC).*
- o. If, in the course of work performed under this Contract, the Bidder encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in this Contract or in a Work Order, the Bidder shall immediately suspend any operations that would affect them and shall notify the Owner. The Bidder shall continue to suspend such operations until otherwise instructed by the Owner but will continue with all other operations that do not affect those remains or features.*

13. Additional Insurance Coverages. Article IV, Section 2, of Form 790, (*Insurance*), is hereby amended to add additional types and minimum amounts of insurance to be maintained by the Bidder/Contractor throughout (and in some instances beyond) the period of this Contract by adding the following subparts:

- d. Commercial General Liability Insurance under an occurrence-based policy form covering all ongoing and completed operations under this Contract and insuring Bidder's indemnity obligations set forth in this Contract, with a combined single limit of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for occurrences during the policy period, endorsed to have the aggregate apply only to matters related to this Contract, and including the following coverage (in the policy or by way of endorsement(s)):*
 - A. Premises/Operations;*
 - B. Personal Injury Liability, with employee and contractual exclusions removed;*

- C. *Independent Contractor Liability;*
- D. *Broad Form Property Damage Liability, including Completed Operations, Products/Completed Operations,*
- E. *Explosion, Collapse and Underground Damage (X,C,U) Liability;*
- F. *Blanket Contractual Liability, specifically in support of, but not limited to, the indemnity sections of this Contract;*
- G. *Completed Operations Coverage. The Bidder shall continue to take out and maintain Completed Operations Coverage for a period of not less than two (2) years following the date of the final completion of the Project, endorsed to provide that aggregate limits apply on a “per project” basis; and*
- H. *Railroad Protective Liability coverage (RPL), if any construction or work being performed is within 50 feet (50’) of a railroad.*
- e. *Pollution Liability Insurance, covering losses caused by pollution conditions that arise from the operations of Bidder, minimum limits of coverage of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.*
- f. *Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence, written on an umbrella basis in excess over, and no less broad, than the coverage described in Article IV, Section 2 a. – e., with no gap in coverage, and following the form of the underlying policies.*
- g. *The Bidder(s) shall purchase and maintain property insurance covering the machinery, equipment, mobile equipment, and tools used or owned by the Bidder(s) in the performance of construction services under the Contract. The Owner shall, under no circumstances, be responsible or liable for the loss, damage to, or disappearance of any machinery, equipment, mobile equipment and tools used or owned by the Bidder(s) in the performance of services under the Contract.*

All insurance required under this Contract shall have minimum limits of not less than the greater of (i) the amounts specified in this Contract, and (ii) the minimum coverage allowed per 7 Code of Federal Regulations Part 1788, et seq., as same may be amended from time to time.

All insurance required under this Contract or procured by the Bidder to satisfy the requirements of this Contract shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or for the benefit of the Owner or any other Indemnitee (as defined in the Addendum) and shall not require contribution from or exhaustion of any other policy under which the Owner may be covered.

- 14. Compliance with Laws.** Article VI, Section 10, (*Compliance with Laws*), of Form 790, is hereby amended to add the following provisions at the end of said section:

If the Bidder performs work under this Contract knowing, or in the exercise of reasonable caution and care should have known, it to be contrary to applicable federal, state, or local laws, rules, or regulations, the Bidder shall assume appropriate responsibility for any correction of such work and shall bear the costs, losses, and expenses attributable to correction.

- 15. Independent Contractor.** Article VI, Section 10, (*Independent Contractor*), of Form 790, is hereby amended to add following provision to the end of said section:

Notwithstanding any provision to the contrary, in performance of any work by the Bidder, the Bidder shall be conclusively deemed an independent contractor, with the authority and right to direct and control all the details of the work being performed. However, all work contemplated by this Contract shall meet the approval of the Owner and shall be subject to the Owner's general right of inspection. The Owner shall have no right or authority to supervise or give instructions to the employees, agents or representatives of the Bidder, and such employees, agents or representatives at all times shall be under the direct and sole supervision or control of the Bidder. Any suggestions or directions which may be given by the Owner or its employees shall be given only to the Superintendent or other person in charge of the Bidder's crew. It is the understanding and intention of the parties hereto that no relationship of master and servant or principal and agent shall exist between the Owner and the employees, agents representatives, or subcontractors of the Bidder.

- 16. Special Requirements:** The Bidder/Contractor agrees to comply with the Owner's Special Requirements attached hereto as Exhibit A and incorporated herein by reference for all purposes.

17. Construction Unit Labor Pricing:

- a. Construction Unit labor pricing (to be completed by the Bidder in conjunction with the Bidder/Contractor's submittal of this Proposal to the Owner) is detailed on Exhibit B attached hereto and incorporated herein by reference for all purposes.
- b. In the event Plans and Specifications promulgated by RUS are amended after the date this Proposal is accepted by Owner, any amendment to the Construction Unit labor pricing detailed on Exhibit B hereto shall be by written agreement between Bidder/Contractor and Owner.

18. Miscellaneous:

- a. Notwithstanding any other provision to the contrary, in the event the Owner shall accept Bidder/Contractor's Proposal, the Owner shall be obligated to release only one (1) Section of the Project to the Bidder/Contractor; the parameters of such Section shall be established and limited by the Owner, in its sole discretion, and the Owner shall have no obligation to utilize the Bidder/Contractor with respect to any other portion of the Project.
- b. Notwithstanding any provision to the contrary, the Owner may terminate any Work Order and/or this Contract at any time upon written notice to the Bidder/Contractor, with or without cause, effective upon Bidder/Contractor's receipt of such termination notice, and no amount shall be owed except for work performed prior to such termination.

- c. If the Bidder/Contractor shall make default in any of its obligations under this Contract and it becomes necessary for the Owner to obtain the services of an attorney(s) to enforce such, the Bidder/Contractor agrees to pay any and all of the Owner's attorneys' fees, costs (including court costs) and expenses associated with the enforcement of such obligations, including, but not limited to, any and all attorneys' fees and expenses incurred by the Owner in conjunction with any bankruptcy of the Bidder/Contractor, including, without limitation, any appearances, court filings, and other expenses.
- d. This Contract shall be governed, construed, and interpreted as to validity, enforcement, and in all other respects in accordance with the laws of the State of Texas and the laws of the United States of America, if applicable. The county in which the Owner has its principal office is Johnson County, Texas and such county shall be the proper place of venue to enforce payment or performance under this Contract. The Bidder/Contractor irrevocably agrees that any legal proceeding arising in connection with this Contract shall be brought in the state court of appropriate jurisdiction in Johnson County, Texas or in the United States District Court for the District in which Johnson County is located.
- e. The failure of either the Bidder/Contractor or the Owner to enforce or insist upon compliance with any of the terms or conditions of this Contract shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain in full force and effect.
- f. The rights and remedies provided by this Contract are cumulative and use of any one right or remedy by either party shall not preclude or waive its right to use any other or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

United Electric Cooperative Services, Inc.,
a Texas electric cooperative corporation

Owner

Bidder/Contractor

By: _____
President

By: _____
President

Date

Date

Exhibits:

Exhibit A – Owner's Special Requirements
 Exhibit B – Construction Unit Labor Pricing

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EXHIBIT “A”
TO ADDENDUM TO ELECTRIC SYSTEM CONSTRUCTION CONTRACT
NON-SITE SPECIFIC CONSTRUCTION BETWEEN UNITED ELECTRIC COOPERATIVE
SERVICES, INC. AND _____

OWNER’S SPECIAL REQUIREMENTS

Locates

The Bidder/Contractor will be responsible for initiating and completing all Digtess locates. Any damage to clearly marked or exposed public or private facilities that may occur during excavation performed on behalf of the Owner are the responsibility of the Bidder/ Contractor. The Owner’s members (“Member(s)” or “Membership”), developers, and/or builders will be responsible for locating and marking all private utilities. The Bidder/Contractor will coordinate with the Membership before any excavation begins to identify and locate any existing utilities. Damage to Member owned facilities shall be reported to the Contract Coordinator (designated by Owner) immediately and the Contract Coordinator shall review prior to repairs being made. Any repairs requiring permits will be made by a licensed professional in the appropriate trade, and the repairs will be made within a timely manner depending on the severity of the situation.

As-Built

The Bidder/Contractor will be responsible for showing “As-builts” on the Owner’s staking sheet(s) provided to them for each Section. Once a Section has been completed and As-builts have been recorded on the staking sheets, the staking sheets must be returned to the area foreman daily via an electronic file (scanned and e-mailed in Adobe PDF format). As-builts must be recorded in a “reference by reference” format.

Supervision, Administration and Inspection

The Bidder/Contractor shall provide sufficient administrative personnel so as to notify (by email, phone or fax) the Owner of completion of a Section within one (1) business day of the actual physical completion of a Section.

The Bidder/Contractor shall provide sufficient administrative personnel as is required to notify affected Members of any delays in, or modifications made to, the Bidder/Contractor’s construction schedule. The Bidder/Contractor shall notify the Owner’s designated representative of any such delays in, or modifications made to, the Bidder/Contractor’s construction schedule and shall inform the Owner of any correspondence or conversation (including the details thereof) that takes place between a representative of the Bidder/Contractor and the Owner’s Membership.

GIS Software

The Bidder/Contractor must have the ability to interact with the Owners GIS software. Software(s) include, but are not limited to, Partner System, Inc. GIS & Staking.

Materials and Warehousing

Materials Group:

Robert Sherman, Senior Manager of Procurement/Facilities – Burleson
Jason Goosen, Asst. Purchasing Agent – Cleburne
Matt George, Storekeeper – Cleburne
Ronnie Hall, Storekeeper – Stephenville
Shawn Eiler, Storekeeper – Burleson
Kevin Baker, Storekeeper – Granbury

- The Bidder/Contractor will not be allowed to enter or exit storage areas without first checking with the Materials Group. When they are not available, Line Department personnel may assist the Bidder/Contractor.
- All material needs must first be brought to the attention of Warehouse Personnel – advance notification is preferred (call 817-556-4000 and ask for the appropriate personnel noted above).

- All material receipts (picked up or returned), pole release forms, and transformer return tickets shall be furnished by Owner.
- Storekeepers will verify all materials entering and exiting storage areas.
- The Work Order Number is required for all pickup and returning of materials.
- All reusable returned material must be broken down and separated into like-groupings.
- All non-reusable material, after being separated from reusable material shall be discarded in the proper bins (either scrap or trash) as specified by appropriate Storekeeper.
- All broken and lost material must be accounted for.
- Although it is easier to keep leftover or retired material until the end of the day, this practice is counter-productive to the Inventory Control Process. It is therefore necessary whenever possible to complete one Work Order before beginning another.
- When picking up or returning materials, the Bidder/Contractor's crews are only allowed on the Owner's premises during the Owner's normal working hours.
- Invoices shall be delivered to the Owner completed, including copies of all material tickets, transformer tickets, and pole release forms. All invoices shall be tabulated by staking sheet and have a master tabulation of all sheets completed. Partially completed staking sheets will be paid only when completed units are highlighted and approved by the Contract Coordinator (e.g., when Contractor pulled off job for ROW problems or weather).

Time and Manner of Work

The Contractor agrees to complete construction on all Sections that involve only secondary or service work (as specified in the subject Work Order) within seven (7) business days from Contractor's receipt of a Work Order, subject to extensions for periods of reasonable delay due exclusively to causes beyond the control and without the fault of the Contractor pursuant to the terms of the Contract.

Upon receipt of a Work Order, other than those involving only secondary or service work (as specified in the subject Work Order), the Contractor agrees to review the Work Order and schedule the Section(s) to be constructed within two (2) business days of receipt of such Work Order; and shall schedule the start date no less than ten (10) business days from the date Contractor receives the Work Order. In the event that the Contractor identifies that due to overall work-load the Contractor will be unable to start construction on said Section within ten (10) business days, Contractor shall notify the Owner's Contract Coordinator immediately.

All non-emergency maintenance work will be coordinated with the Area Foreman and construction shall be completed within fifteen (15) business days of the receipt of the Work Order. Non-emergency maintenance work includes work consisting of equipment or conductor replacement, relocation, or maintenance that is not specified by the Owner to be an emergency situation. Contractor agrees to schedule the construction of any Section that is deemed an emergency by the Owner in strict accordance with a reasonable schedule that will be set out by the Owner. Sections that are within a residential development shall be scheduled in accordance with a schedule that is acceptable and agreed upon by the developer, the Owner and the Contractor.

A Work Order is deemed received by the Contractor if it is sent by the Owner to the Contractor's business office via email, fax or hand delivery on or before 12:00pm on a given day. Work Orders sent to the Contractor by the Owner after 12:00pm of a given day will be deemed received on the following business day, and all time frames listed above are inclusive of the day they are received.

Items to be verified by Contractor at completion of a Section:

- Is a full 8' ground rod driven - (1) ground rod per device/arrestor 12 inches below ground level, and 2 feet from the pole in undisturbed soil? Is the connection made per the specs (if the crimpet is not visible, then it is assumed that there is not a ground rod present).
- Are guy wires pulled correctly, and is the line pulled to proper sag?

- Are material, poles, wire, etc. picked up and area cleaned to pre-construction levels?
- Were spoils removed and job cleaned up?
- Is stranded bare copper in the top and bottom of all fused laterals, and the top of all cutouts for transformers, and by-passes.
- Has 5-kV bird wire been installed properly and as needed on all devices?
- Has the properly sized (voltage) arrestor been installed on all devices, and have ground rods been driven on poles with devices (transformers, reclosers, etc.) or arrestors?
- Have pole grounds been left off of service or meter poles (only grounds on these poles should be for meter bases)?
- Do all devices have a 5 point loop grounding system?
- In the event that a Member is requesting you to leave the retired poles, has the Member completely filled out and signed the Pole Release Forms; and have said poles been placed in a location where they will not present a danger or become a hazard (in no event shall poles be left in the County or State right-of-way)? Have all other poles been returned to the Owner in a timely manner?
- Have all guy wires been properly bonded to the system neutral?
- Have all "As Built" changes been referenced on the appropriate reference on the staking sheets?
- Have all hot line clamps been removed from permanent construction?
- Are all splices at least 10 feet from the pole?
- Do all new poles have pole tags (issued by the Owner)?
- Have all cutout and crossarm brackets been hung "low" unless otherwise noted?
- Have all arrestors that were hanging on a the crossarm for an existing transformer or transformer bank been relocated to the transformer tank(s) where possible?
- Have all service neutrals been taken to the X-2 bushing of the transformer?

Additionally, during construction of a Section, Bidder/Contractor is responsible for insuring that:

- All poles are tamped and backfilled properly. If not, the pole shall be pulled and reset at the Bidder/Contractor's cost; and the Bidder/Contractor shall not attempt to straighten the pole under any circumstance.
- All armor rods shall be removed from a structure while working on said structure.
- Poles and material shall be placed in areas where they are not susceptible to being damaged or presenting a hazard to the public.
- When replacing equipment or structures, all replacement structures and equipment shall be constructed per applicable current construction specifications.
- The utmost care shall be taken by the Bidder/Contractor to ensure that no damage occurs to surrounding property. The Bidder/Contractor is responsible for any damage or ruts that occur during construction.

Debris/Spoils/Trash

The Bidder/Contractor will be responsible for the disposal and disposal cost of all trash generated in the construction and retirement process. Trash in this context is defined as items such as empty boxes, pallets, used poles, used crossarms, and any other items which are deemed as unusable in the construction of electric or fiber optic lines and have no residual value.

EXHIBIT "B"
TO ADDENDUM TO ELECTRIC SYSTEM CONSTRUCTION CONTRACT
NON-SITE SPECIFIC CONSTRUCTION BETWEEN UNITED ELECTRIC COOPERATIVE
SERVICES, INC. AND _____

CONSTRUCTION UNIT LABOR PRICING

Proposal on Unit Basis

The Construction Unit labor pricing herein set forth is applicable to work performed on un-energized line. Such Construction Unit labor prices shall be increased by _____ (____%) percent for all units constructed/installed on energized lines in accordance with the instructions of the Owner.

CONSTRUCTION UNITS - NEW CONSTRUCTION

Pole units consists of the installation of one pole. The first two digits indicate the length of the pole; the third digit shows the classification per A.S.A. (Example: 25-6 means a 25 feet pole long, class 6.) tamped or backfilled with select backfill, pole foam, or material from the hole depending on the location and application. A pole top assembly unit consists of the installation of the hardware, temporary and or permanent jumpers, ties, cross-arms and their appurtenances, insulators, etc., required to support the primary conductors.

A conductor assembly unit consists of the installation of 1,000 feet of conductor or cable for primaries, secondaries or services. Tree trimming necessary for installation of services and secondaries on poles not carrying primary line is included with the conductor assembly unit and shall be performed in accordance with the directions of the Owner. The services shall be connected to the secondary or transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance. In computing the compensation to the Contractor for conductor assembly units only the horizontal distance between conductor supports or pole stales shall be used. The conductor or cable sizes and types listed are the manufacturer's designation.

A guy unit consists of the installation of the hardware and wire, and guy insulator where necessary. An overhead guy assembly unit does not include the associated pole and down guy, each of which is listed separately. Guy guards are designed separately.

An anchor assembly unit consists of the installation of an anchor with rod complete, ready for attaching the guy wire.

A transformer assembly unit consists of the installation of the transformer, its protective equipment, a 5 point ground, and its hardware leads with their connectors and supporting insulators and pins. This unit does not include the installation of the pole top, secondary, service, or grounding assemblies.

A secondary assembly unit consists of the installation of the hardware, insulators, ties, etc., to support the secondary conductor or cable. It does not include the installation of the secondary conductor or cable, or if any hardware, insulators, etc., required to support service conductors or cable.

A service unit consists of the installation of the hardware, insulator, ties, etc. To support the service conductors or cable. It does not include the installation of the service conductor or cable, or if any hardware, insulators, etc. required to support secondary conductors or cable.

A miscellaneous assembly unit consists of the installation of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This section includes the installation of grounding assemblies, fuse cutouts, reclosers, sectionalizers, capacitors, regulators, metering and other assembly units.

Assembly units should also include all labor for the transferring, re-sagging and re-tying of conductors from one position on the pole to a different position on the pole where such transfers are required. Where replacement of conductor is required, the existing conductor will be removed under Section I and the new conductor installed under Section N.

All bids for any units that require jumpers, temporary or permanent shall be included in the price for the unit.

Pole Top Assy - 1 Phase	
Unit No.	Unit Labor Price
VA1-01	
VA1-011	
VA1-011L	
VA1	
VA1-02	
VA1-03	
VA1-1	
VA2	
VA2-01	
VA2-021	
VA3	
VA4	
VA5	
VA5-1	
VA5-2	
VA5-2A	
VA5-3	
VA6	
VA6-2	
VA7	
VA7A	
VA7B	
VA8	
VA8-2	
VA9	
VA9-1	

Pole Top Assy - V Phase	
Unit No.	Unit Labor Price
VB1	
VB1-1	
VB2	
VB2-1	
VB3	
VB4-1	
VB5-1	
VB5-12	
VB7	
VB7A	
VB7B	
VB8	
VB8-1	
VB8-2	
VB9	
VB9-1	
VB9-2	
VB9-3	

Pole Top Assy - 3 Phase	
Unit No.	Unit Labor Price
VC1	
VC1-1	
VC1-2	
VC1-3	
VC1-13NP	
VC1-13LNP	
VC1-15NP	
VC1-16NP	
VC2	
VC2-2	
VC3	
VC4	
VC5-1	
VC5-1L	
VC7	
VC7-1	
VC7B	
VC8	
VC8-1	
VC8-1A	
VC8-2	
VC8-2A	
VC8-3	
VC9	
VC9-1	
VC9-2	
VC9-3	

Pole Top Assy - Dbl Circuit	
Unit No.	Unit Labor Price
VDC-C1C	
VD1-81	
VD1-81L	
VD1-83	
VD1-83L	
VD2-91	
VD2-91L	
VD6-91	

Guy Assembly Units	
Unit No.	Unit Labor Price
E1-01	
E1-01L	
E3-10	
E10	
E15	
E20	
E22	
E25	

Anchor Assembly Units	
Unit No.	Unit Labor Price
F1-12	
F1-14	
F2-12	
F3H	
F5-3	

Conductor	
Unit No.	Unit Labor Price
#4 ASCR	
#2 ACSR	
#1/0 ACSR	
#4/0 ACSR	
#2 TX	
#1/0 TX	
#2QX	
#6 DX	
#4TX	
#2/0 TX	
#4/0 TX	
#1/0 QX	
#477 ACSR	
#795 ACSR	

Transformer Units	
Unit No.	Unit Labor Price
DVG1-4	
DVG1-5	
DVG1-6	
DVG2-1	
DVG3-1	
DVG3-2	
DVG3-3	

Secondary Assembly Units	
Unit No.	Unit Labor Price
J1-1	
J1-2	
J2-1	
J2-2	
J3-1	

Service Assembly Units	
Unit No.	Unit Labor Price
K1-2	
K2-1	
K2-2	
K3-1	
K3-2	

Pole Units	
Unit No.	Unit Labor Price
P35-5	
P40-3	
P40-4	
P40-5	
P45-4	
P45-5	
P50-2	
P50-3	
P55-2	
P55-3	
P60-2	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
H1-1	
H2-1	
H3-1	
M5-14	
N1-1	
N1-11	
N2-21	
N2-1	
N3-1	
N5-1	
N5-2	
N6-1	
P1-01	
VP1-01	
VP1-11	
VP1-2	
VP1-3	
VR1-2	
VR2-2	
VR2-3	
VR3-2	
VR3-3	
VR3-5	
VR3-6	
VR4-1	
VR4-2	
VR4-4	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
VR4-6	
VR5-1A	
VR5-1B	
VR5-1C	
VS1-01	
VS1-03	
VS1-1	
VS1-2	
VS1-3	
VS1-4	
VS2-01	
VS2-02	
VS2-03	
VS2-04	
VS2-05	
VS2-21	
VS2-31	
VS2-32	
VS2-33	
VS3-20	
VY1-1	
VY1-3	
VY2-1	
VY2-11	
VY2-2	
VY2-3	
VY2-4	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
VY2-5	
VY3-3	
W3-1	
W3-2	

Fiber Cable (OH)	
Unit No.	Per Foot Labor Price
F-CO12	
F-CO24	
F-CO48	
F-CO96	
F-CO144	
F-CO288	

Fiber Cable (UG)	
Unit No.	Per Foot Labor Price
F-BFO12I	
F-BFO24I	
F-BFO48I	
F-BFO96I	
F-BFO144I	
F-BFO288I	

Tree Trimming Units

M1-30G-10

The unit is 1,000 feet in length and 10 feet in width (to be measured on one side of the pole line) of actual clearing of right-of-way. This includes clearing of underbrush, tree removal, and such tree trimming as is required so that the right-of-way, except for tree stumps which shall not exceed Two (2) inches in height, shall be clear from the ground up on one side of the line of poles carrying primary conductors. This unit does not include clearing or trimming associated with secondaries or services which is included with conductor units. The length of actual clearing shall be measured in a straight line parallel to the horizontal line between stakes and cross maximum dimension of foliage projected to the ground line.

All trees and underbrush across the width of the right-of-way, as designated by the Owner shall be considered to be grouped together as a single length in measuring the total of clearing. Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All thus arrived at, added together and divided by 1,000, shall give the number of 1,000- foot M1.30G-10 units clearing. This unit includes the removal or topping, at the option of the Contractor, of danger trees outside of the right-of-clearing when so designated by the Owner. (Danger trees are defined as dead or leaning trees which, in falling, will affect the operation of the line.) The Contractor shall not remove or trim shade, fruit, or ornamental trees unless so directed by the Owner.

M1-30G-20

This unit is identical with M1.30G-10 except that width is 20 feet (to be measured 10 feet on each side of the pole line).

M1-30G-30

This unit is identical with M1.30G-10 except that width is 30 feet (to be measured 15 feet on each side of the pole line).

M1-30G-40

This unit is identical with M1.30G-10 except that width is 40 feet (to be measured 20 feet on each side of the pole line).

Tree Trimming Units	
Unit No.	Unit Labor Price
M1-30G-10	
M1-30G-20	
M1-30G-30	
M1-30G-40	

CONSTRUCTION UNITS – LINE CHANGES (Continued)

Section I – REMOVAL ASSEMBLY UNITS

Removal assembly units cover the furnishing for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the Owner in an orderly or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as directed by the Owner.

The new unit prices in the line changes section shall include all labor required to reinstall in accordance with specifications any conductors temporarily detached. The Contractor will reinstall at his own expense any other removed units by him for his own convenience.

The removal units are specified by the prefix I and followed by the assembly unit designation of existing assembly unit to be removed. For example, an I-AI assembly unit. The following special notes apply to specific removal units:

A. Poles. All poles of the same height, regardless of pole class, are designated by the same unit. Thus an I-P30-foot pole signifies the removal of a 30-foot pole of any class. The Contractor is not required under this unit to remove from the pole any ground wire or pole numbering attached to the pole. This unit includes the refilling and tamping of holes in a workmanlike manner unless they are to be reused.

B. Pole-top Assemblies. The unit of removal of pole-top assemblies includes the removal of the assembly itself. The new unit pricing in the Line Changes section will include any necessary handling, re-sagging, tying and retying of conductors in those cases where an existing pole-top assembly will be removed and replaced by a new pole-top assembly and where any existing conductor is to be reused.

The new unit pricing in the line change section will also include any holding or handling of mainline or tap conductors at tap lines, angles, and dead-ends where such is involved, and the reinstalling of such conductor in accordance with the Specifications; for example, an N-A5-4 will include the disconnection of the tap conductors, stubbing off the tap line nearest practical point and the reconnection and re-sagging of these tap conductors if necessary to the new tap assembly when installed. The cost of tying, untying, and retying of conductors shall be included in the Contractor's bid for unit pricing. Jumpers temporary or permanent will be included in the unit pricing.

C. Conductor. The conductor removal unit covers the removal of 1,000 feet of conductor or cable and reeling or coiling it in a workmanlike manner in such a way it can be reused by the Contractor or the Owner. The Owner will furnish to the Contractor reels if it is to be returned to the Owner's warehouse on reels. The removal unit for each size of conductor or cable is shown by the prefix I followed by D and the conductor or cable type; thus an I-D 6ACWC signifies the removal unit for 1,000 feet of 6A copper-weld-copper conductor.

D. Guys. All guys regardless of length, type of attachment, or size of guy strand are specified by the same unit; thus an I-E signifies the removal of any guy.

E. Anchors. Only anchor rods are to be removed by the Contractor in anchor removal units. The anchors will be left in the ground; thus an I-F signifies the removal of any anchor rod. If the rod cannot be re-screwed, the end of the rod shall either be cut off or bent down so that the rod will be at least 18 inches below ground.

F. Transformer. The unit for removal of transformer assembly units is divided into two sections, (1) Conventional Transformer Assembly, and (2) Self-protected Transformer Assembly. Only one unit specified for each type, and all sizes of transformers from 1 to 15 kVA within each group will be covered by the same unit. "Self-protected" refers to transformers when all protective equipment is mounted on or within the transformer. "Conventional" refers to transformers where protective equipment is mounted separately from the transformer. The unit is designated by the prefix

I followed by the description of the unit to be removed; thus I-G Conventional signifies the removal of a conventional transformer assembly for any size transformer from 1 to 15 kVA.

G. Secondary Units. The unit for removal of secondary assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, re-sagging, and retying of secondary conductor or cables where existing secondary conductor or cable is to be reused.

In addition, the unit for removal of the secondary assembly includes the handling or holding of any conductor at tap lines where such is involved, and the reinstalling of such conductor in accordance with the Specifications.

H. Service Unit. The unit for removal of service assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, re-sagging, and untying of service conductor or cable where existing service conductor or cable is to be reused.

The following descriptions applying to those removal units not sufficiently explicit:

Unit	Description

CONSTRUCTION UNITS – LINE CHANGES (Continued)
Section I – REMOVAL ASSEMBLY UNITS

Pole Top Assy - 1 Phase	
Unit No.	Unit Labor Price
VA 1-01	
VA 1-011	
VA 1-011L	
VA 1	
VA 1-02	
VA 1-03	
VA 1-1	
VA 2	
VA 2-01	
VA 2-021	
VA 3	
VA 4	
VA 5	
VA 5-1	
VA 5-2	
VA 5-2A	
VA 5-3	
VA 6	
VA 6-2	
VA 7	
VA 7A	
VA 7B	
VA 8	
VA 8-2	
VA 9	
VA 9-1	

Pole Top Assy - V Phase	
Unit No.	Unit Labor Price
VB1	
VB1-1	
VB2	
VB2-1	
VB3	
VB4-1	
VB5-1	
VB5-12	
VB7	
VB7A	
VB7B	
VB8	
VB8-1	
VB8-2	
VB9	
VB9-1	
VB9-2	
VB9-3	

Pole Top Assy - 3 Phase	
Unit No.	Unit Labor Price
VC1	
VC1-1	
VC1-2	
VC1-3	
VC1-13NP	
VC1-13LNP	
VC1-15NP	
VC1-16NP	
VC2	
VC2-2	
VC3	
VC4	
VC5-1	
VC5-1L	
VC7	
VC7-1	
VC7B	
VC8	
VC8-1	
VC8-1A	
VC8-2	
VC8-2A	
VC8-3	
VC9	
VC9-1	
VC9-2	
VC9-3	

Pole Top Assy - Dbl Circuit	
Unit No.	Unit Labor Price
VDC-C1C	
VD1-81	
VD1-81L	
VD1-83	
VD1-83L	
VD2-91	
VD2-91L	
VD6-91	

Guy Assembly Units	
Unit No.	Unit Labor Price
E1-01	
E1-01L	
E3-10	
E10	
E15	
E20	
E22	
E25	

Anchor Assembly Units	
Unit No.	Unit Labor Price
F1-12	
F1-14	
F2-12	
F3H	
F5-3	

Conductor	
Unit No.	Unit Labor Price
#6GS	
#4 ACSR	
#2 ACSR	
#1/0 ACSR	
#4/0 ACSR	
#2 TX	
#1/0 TX	
#2QX	
#6 DX	
#4TX	
#2/0 TX	
#4/0 TX	
#1/0 QX	
#477 ACSR	
#795 ACSR	

Transformer Units	
Unit No.	Unit Labor Price
DVG1-4	
DVG1-5	
DVG1-6	
DVG2-1	
DVG3-1	
DVG3-2	
DVG3-3	

Secondary Assembly Units	
Unit No.	Unit Labor Price
J1-1	
J1-2	
J2-1	
J2-2	
J3-1	

Service Assembly Units	
Unit No.	Unit Labor Price
K1-2	
K2-1	
K2-2	
K3-1	
K3-2	

Pole Units	
Unit No.	Unit Labor Price
P35-5	
P40-3	
P40-4	
P40-5	
P45-4	
P45-5	
P50-2	
P50-3	
P55-2	
P55-3	
P60-2	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
H1-1	
H2-1	
H3-1	
N1-1	
N1-11	
N2-21	
N2-1	
N3-1	
N5-1	
N5-2	
N6-1	
P1-01	
VP1-01	
VP1-11	
VP1-2	
VP1-3	
VR1-2	
VR2-2	
VR2-3	
VR3-2	
VR3-3	
VR3-5	
VR3-6	
VR4-1	
VR4-2	
VR4-4	
VR4-5	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
VR4-6	
VR5-1A	
VR5-1B	
VR5-1C	
VS1-01	
VS1-03	
VS1-1	
VS1-2	
VS1-3	
VS1-4	
VS2-01	
VS2-02	
VS2-03	
VS2-04	
VS2-05	
VS2-21	
VS2-31	
VS2-32	
VS2-33	
VS3-16	
VS3-20	
VY1-1	
VY1-3	
VY2-1	
VY2-11	
VY2-2	
VY2-3	

Miscellaneous Assembly Units	
Unit No.	Unit Labor Price
VY2-4	
VY2-5	
VY3-2	
VY3-3	
VY3-4	
W3-1	
W3-2	

Miscellaneous Unit Pricing

Removal assembly units cover the furnishing for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the Owner in an orderly or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as directed by the Owner.

The new unit prices in the line changes section shall include all labor required to reinstall in accordance with specifications any conductors temporary detached. The Contractor will reinstall at his own expense any other removed units by him for his own convenience.

Transfer unit prices shall include all labor required to transfer the units from an existing structure to a new structure in accordance with specifications.

MISC. UNITS	NEW	REMOVAL	TRANSFER
Armor Rods Used where specified for in spec. units.			
Animal/Bird Guards Guards bushings against possible animal/snake contact.			
Hand dig dirt (ft.) Pole, anchor, or hand digging while transferring equipment, United's or members.			
Hand dig rock (ft.) Pole, anchor, or hand digging while transferring equipment, United's or members.			
Removal of Satellite Dish, Basketball Goal, Bird House, etc. Removal of any foreign material not associated with United's electrical system.			
Plumb pole Straighten existing pole.			
Plywood in per hr. Hourly charge for ply-wooding equipment into location			
Pole Foam Using pole set (where needed)			
Haul off excess dirt (if needed) When using pole set, the excess dirt will need to be disposed of.			
Tighten hardware Tighten all hardware on existing pole.			
Pole top insulator only Insulator that is broken, damaged, or two piece on pole.			
Primary Jumper Jumper used where not included in units.			
Primary splice Crimp type or automatic type.			
Primary tie Where not included in unit			
Pull stub pole Existing stub (various lengths)			

MISC. UNITS	NEW	REMOVAL	TRANSFER
Repair conduit Where conduit is broken, damaged, or needed added onto.			
Repair ground wire Repair ground wire from ground to neutral connection, this includes staples driven and adding if needed per spec.			
Re-pull Guy wire Tighten existing guy wire.			
Re-sag Primary/Neutral Re-sag existing wire on structure.			
Re-sag Secondary Re-sag existing wire on structure			
Rock per ft. Adder when digging in solid rock .			
Saw off pole Top pole due to other equipment on pole.			
Secondary splice Splicing secondary cable (per leg)			
Select backfill per ft. When specified to use select fill (per ft.) Material will be cost plus.			
Split bolt When not called for in units			
CATV in line Retiring, or transferring existing catv on pole.			
CATV dead end Retiring, or transferring catv dead-end on pole.			
Phone pedestal transferring phone pedestal (where applicable)			
Telephone cable in line (large.) Retiring or transferring existing phone cable.			
Telephone cable in line (small.) Retiring or transferring existing phone cable.			
Telephone dead end (large.) Retiring or transferring existing phone cable.			
Telephone dead end (small) Retiring or transferring existing phone cable.			
Members plug/switch Members elect. Equipment on pole.			
Member's Underground Service Retire or transfer member underground service on pole.			
Open wire sec. Under-build secondary on pole.			
Member disconnect Retire or transfer members disconnect equipment on pole.			
Member loop Hanging new, retiring, or transferring existing loop.			

MISC. UNITS	NEW	REMOVAL	TRANSFER
Member riser Retire or transfer member's underground riser on pole.			
UA-1 1-phase underground dip pole. (dead end single phase structure), includes, arresters, pot heads, animal guards, wire supports, cut outs, all wiring, warning signs			
UA-3 1-phase underground dip pole. (dead end three phase structure), includes, arresters, pot heads, animal guards, wire supports, cut outs, cross arms, all wiring, warning signs			
UB1 Vee-phase underground dip pole. (dead end vee phase structure), includes, arresters, pot heads, animal guards, wire supports, cut outs, cross arms, all wiring, warning signs			
UC1 Three phase underground dip pole, (dead end 3-phase structure), includes, arresters, pot heads, animal guards, wire supports, cut outs, cross arms, all wiring, warning signs			
UC1-1 Three phase underground dip pole, (dead end 3-phase structure), includes, arresters, pot heads, animal guards, wire supports, cut outs, cross arms, mounting brackets all wiring, warning signs			
UM5-2 secondary underground riser 2" includes straps, weather-head, signage.			
UM5-3 secondary underground riser 3" includes straps, weather-head, signage.			
UM5-4 secondary underground riser 4" includes straps, weather-head, signage.			
Transformer spades Adding wire connectors (spade type) to existing services			
Pole key Only used where called for.			
Change fuse Includes temp. jumpers for changing out "hot"			
Floater (1) Floater includes dead ends. And jumpers (if applicable)			
Pole holes extra depth per ft. extra depth when called for per ft.			
Airplane balls (1) Visible airplane ball, all connectors.			

Hourly and Storm Damage Rates

LABOR	REGULAR RATE	OVERTIME RATE	STORM RATE (PORTAL TO PORTAL)	COMMENTS
Superintendent				
Safety Coordinator				
General Foreman				
Crew Foreman				
Lineman				
Equip. operator				
Ground-man				
Per Diem				This includes per man per day, lodging and meals
EQUIPMENT				
Track digger/Bucket				
Haul Truck/Trailer				
Digger Derrick				
Pressure Digger				
Bucket truck				
Bull Dozer				
Rope Rig				
Tensioner				
Tractor				
Pick-up				
Pole Trailer				
Material Trailer				
Skid Steer with Pole Setter and Digger				
Skid Steer Haul Trailer				
All Terrain Track Digger				
Tractor/Front End Loader				
Backyard Machine				

Special Equipment Costs

The following pricing is for the installation and removal of special equipment. This information will be utilized for United's special equipment costing purposes, and **will not be included in the bid evaluation**.

Pricing for the installation or retirement of the equipment only (including transportation to or from the location).		
Special Equipment	Installation Cost	Retirement Cost
1.5 kVA Conventional Transformer		
10-15-25 kVA Conventional Transformer		
37.5 kVA Conventional Transformer		
50 kVA Conventional Transformer		
75-100 kVA Conventional Transformer		
167-500 kVA Conventional Transformer		
225-500 kVA Step Transformer		
833 kVA Step Transformer		
2500-3750 kVA Step Transformer		
5000 kVA Step Transformer		

Electronic Single Phase Recloser		
Single Phase Versatech Recloser		
NOVA Three Phase Recloser		
NOVA Triple Single Recloser		

Group Operated Airbreak Switch - Three Phase		
S&C SCADA-Mate Switch - Three Phase		
Three Phase Gang/Hookstick Operated Switch		

Voltage Regulator - Single Phase		
Single Phase Capacitor		

Single Phase Primary Meter Set		
Three Phase Primary Meter Set		

UNITED COOPERATIVE SERVICES

Information to be Furnished with Bid

Furnished information regarding available underground crews and equipment. Please complete the following:

1. Superintendent for Project: _____
2. Foreman available for Project: _____

3. Furnish list of available equipment for project:

4. Furnish names and years experience of personnel qualified to terminate and splice primary cable:

5. References – At least 5 references for comparable work experience with installation of electrical distribution primary and secondary. Include the Company Name, Contact Person, Phone Number and E-mail Address for each Reference:

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U.S. Department of Agriculture
Rural Utilities Service
CERTIFICATE OF CONTRACTOR

_____ certifies that he/she is the

_____ of _____,
TITLE NAME OF CONTRACTOR

the Contractor, in a Construction Contract No. _____,

dated _____, 20____, entered into between the Contractor and

United Electric Cooperative Services, Inc. _____, RUS designation Texas 164 UNITED _____,
NAME OF RUS BORROWER

the Owner, and that he or she is authorized to and does make this certification on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, material suppliers, and subcontractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturer material suppliers and subcontractors have been furnished the Owner.

_____ By _____
Date President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

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U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT (Line Extensions)

_____ certifies that he or she is the

President

TITLE

of

NAME OF CONTRACTOR

the Contractor, in a Construction Contract No. _____,

dated _____, 20_____, entered into between the Contractor and,

United Electric Cooperative Services, Inc.

NAME OF RUS BORROWER

RUS designation Texas 164 UNITED,

the Owner, and that he or she is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

The undersigned further says that all persons who have furnished labor in connection with the Section of the project

represented by the inventory dated _____, 20_____, in the

amount Of \$ _____, have been paid in full; that all manufacturers, material suppliers, and subcontractors which furnished any materials or services, or both, for the said Section of the project have been paid in full; that no lien has been filed against the project and no person has any right to claim any lien against the project.

The undersigned further says that if the Owner pays the Contractor the contract price for the said Section of the project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the negligence or other fault of the Contractor in respect of the performance of the contract which may have been or may be filed against the Owner.

Date

By _____
President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

U.S. Department of Agriculture
Rural Utilities Service

WAIVER AND RELEASE OF LIEN

WHEREAS the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER OR SUBCONTRACTOR

has furnished to _____ the following:
NAME OF CONTRACTOR

_____ for
KIND OF MATERIAL AND SERVICES FURNISHED

use in the construction of a project belonging to _____
United Electric Cooperative Services, Inc.
NAME OF BORROWER

and designated the Rural Utilities Service as _____
Texas 164 UNITED
RUS DESIGNATION

NOW, THEREFORE, the undersigned, _____
NAME OF MANUFACTURER, MATERIAL SUPPLIER, OR SUBCONTRACTOR

for and in consideration of \$ _____ and other good and valuable
consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or
right to or claim of lien, on the above described project and premises, under any law, common or statutory, on
account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of

said _____ for said project .
NAME OF CONTRACTOR

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20 _____.

Name of Manufacturer, Material Supplier, or Subcontractor

By _____
President

This Waiver and Release of Lien must be signed with the full name of the Manufacturer, Material Supplier, or Subcontractor. If the Manufacturer, Material Supplier, or Subcontractor is a partnership, this Waiver and Release of Lien must be signed in the partnership name by a partner. If the Manufacturer, Material Supplier, or Subcontractor is a corporation, this Waiver and Release of Lien 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.

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LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date

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Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF COMPLETION - CONTRACT CONSTRUCTION

I, the undersigned Architect or Engineer of the following Rural Utilities Service project, do hereby certify that:

1. The construction provided for pursuant to Construction Contract No. _____,

dated _____, 20 _____, including all approved amendments, between

_____ United Electric Cooperative Services, Inc. _____, RUS designation _____ Texas 164 UNITED ("Owner")

and _____ ("Contractor")

has been completed as of _____, 20 _____, and is in compliance with the provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all modifications thereof.

2. Payment in full has been made to all persons who have furnished labor for the Project.

3. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and subcontractors furnishing services or materials which were employed by the Contractor in the performance of the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.

4. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of all work performed in accordance with the Construction Contract.

5. If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show the accurate location, number, and kind of all units of construction of the project and show all work performed in accordance with the Construction Contract.

6. All defects in workmanship and materials reported during the period of construction of the project have been corrected.

7. The total cost of the project as completed is _____
dollars and _____ cents (\$ _____).

Dated this _____ day of _____, 20 _____.

Name of Architect or Engineer

By _____

Date

Title

CERTIFICATE OF COMPLETION CONTRACT CONSTRUCTION

(continued)

We, the undersigned Owner and Contractor, do hereby certify that:

1. *The Project has been completed in accordance with the provisions of the Construction Contract, dated*

*_____ , 20____ , provided, however, that acceptance of the project by the
Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract
with respect to defective workmanship or, materials discovered within one year after the date of completion.*

2. *If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary
of all units of construction in the Project and of work performed in accordance with the Construction Contract.*

United Electric Cooperative Services, Inc.
a Texas cooperative corporation

Owner

By _____
President

Name of Contractor

By _____

Title

Date

Date

U.S. Department of Agriculture
Rural Utilities Service

CONTRACTOR'S BOND

1. Know all persons that we, _____, as

Principal, and _____, as Surety,

are held and firmly bound unto United Electric Cooperative Services, Inc.
(hereinafter called the "Owner") and unto the United States of America (hereinafter called the "Government")
and unto all persons, firms and corporations who or which may furnish materials for or perform labor on a

Rural Utilities Service project known as _____

and to their successors and assigns, in the penal sum of _____

dollars (\$ _____), as hereinafter set forth and for the payment of which sum well
and truly to be made we bind ourselves, our executors, administrators, successors and assigns jointly and
severally by these presents. Said project is described in a certain construction contract (hereinafter called the

"Construction Contract") between the Owner and the Principal, dated _____, 20____,
pursuant and subject to a certain loan contract (hereinafter called the "Loan Contract") between the Owner
and the Government, acting through the Administrator of the Rural Utilities Service (hereinafter called the
"Administrator").

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments
thereto, whether such amendments are or additions, decreases, or changes in materials, their quantity, kind or
price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made
with or without notice to the Surety, and shall fully indemnify and save harmless the Owner and the
Government from all costs and damages which they, or either of them, shall suffer or incur by reason of any
failure so to do, and shall fully reimburse and repay the Owner and the Government for all outlay and expense
which they, or either of them shall incur in making good any such failure of performance on the part of the
Principal, and shall promptly make payment to all persons working on or supplying labor or materials for use
in the construction of the project contemplated in the Construction Contract and any amendments thereto, in
respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such
labor or materials furnished but not so used, to the extent of the quantities estimated in the Construction
Contract and any amendments thereto to be required for the construction of the project, and shall well and
truly reimburse the Owner and the Government, as their respective interests may appear, for any excess in cost
of construction of said project over the cost of such construction as provided in the Construction Contract and
any amendments thereto, occasioned by any default of the Principal under the Construction Contract and any
amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and
effect.

3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal
and separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the
Principal and the Surety to the full and faithful performance of the Construction Contract as so amended,
provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the
amount of the maximum price set forth in the Construction Contract. The term "Amendment," wherever used in
this bond, and whether referring to this bond, the Construction Contract or the Loan Contract shall include any
alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment, of any
character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the
Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract, or in
the terms, provisions, covenants and conditions of the Loan Contract (including, without limitation, the
granting by the Administrator to the Owner of any extension of time for the performance of the obligations of

the Owner under the Loan Contract or the granting by the Administrator or the Owner to the Principal of any extension of time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Administrator or the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under either the Construction Contract or the Loan Contract, or the taking of any action, proceeding or step by the Administrator or the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20 ____.

Principal (SEAL)

ATTEST:

By _____

Secretary

Surety (SEAL)

ATTEST:

By _____

Secretary

Address of Surety's Home Office

By _____
Resident Agent of Surety

Signatures The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor's Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor's Bond 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. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. KNOW ALL PERSONS that we, _____
_____ as Principal, and

_____,
as Surety, are held and firmly bound unto United Electric Cooperative Services, Inc.
_____ (hereafter called the "Owner")
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed _____ dollars (\$ _____), as
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service
project known as _____.

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the
Principal, and

- a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of
labor and material furnished for the project as may be specified in the bid, or
- b. in the event of the failure of the Principal to execute such contract documents, if any, and give such
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void, otherwise to
remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective
corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principal (Seal)

ATTEST:

By _____

Secretary

Title

Surety (Seal)

ATTEST:

By _____

Secretary

Title

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Federal Emergency Response Telephone and Contact Information

Criminal/Terrorist Incident To locate local office	Federal Bureau of Investigation http://www.fbi.gov/contact/fo/territory.htm
DHS/IAIP (NIPC)	http://www.dhs.gov or http://www.nipc.gov 1-202-323-3204 Email: nicc@dhs.gov Phone: 202-282-9201 Fax: 703-607-4998
U.S. National Response Team	http://www.nrt.org
Chemical Incident	National Response Center 1-888-424-8802
Biological Incident	Medical Research Institute of Infectious Diseases 1-800-872-7443
Radiation Incident	Armed Forces Radiobiology Research Institute AFRR/IRAT 301-295-0530 1-800-SKY-PAGE PIN 801-0338 REAC/TS 8:00 AM-4:30 PM (CST) 1-865-576-3131 AFTER 4:30 PM (CST) 1-865-576-1005
Health Incident	Health and Human Services http://www.hhs.gov Center for Disease Control http://www.cdc.gov http://www.bt.cdc.gov Public Inquiries 404-639-3534 or 1-800 311-3435 Center for Disease Control and Prevention 1-404-639-3311
ESISAC	Email: esisac@nerc.com Internet: http://www.esisac.com Phone: 609-452-8060 (NERC office hours) Fax: 609-452-9550

NOTE: Any additional numbers that the utility deems needed (local hazmat, fire and police departments, etc.) should be added to this list.

11/18/2015

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

BULLETIN 1724D-106

SUBJECT: Considerations For Replacing Storm-Damaged Conductors

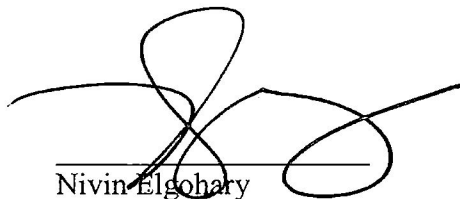
TO: RUS Electric Borrowers

EFFECTIVE DATE: Date of Approval

OFFICE OF PRIMARY INTEREST: Distribution Branch, Electric Staff Division

AVAILABILITY: This is a revision of an existing guide bulletin and is available on the Rural Utilities Service website at <http://www.usda.gov/rus/electric/bulletins.htm>.

PURPOSE: Immediately after a major storm like a hurricane, electric utility personnel are very busy and focused on restoring electric service. Often during this period of service restoration and commotion, electric utility engineers or others have to make an immediate decision on whether to simply re-install downed or damaged conductors or to replace them with new conductors. This bulletin provides guidelines that will assist Rural Utilities Service (RUS) borrowers to expediently make this decision.



Nivin Elgohary

Acting Assistant Administrator
Electric Program

8/3/10
Date

TABLE OF CONTENTS

1	PURPOSE
2	RESTORATION OF ELECTRIC SERVICE
3	RUS ACCOUNTING REQUIREMENTS
4	BENEFITS OF REPLACING STORM-DAMAGED CONDUCTORS
5	REASONS TO REPLACE DAMAGED CONDUCTORS WITH LARGER CONDUCTORS

INDEX:

Conductors, Distribution
Conductors, Transmission

ABBREVIATIONS

ACSR	Aluminum Conductor Steel Reinforced
CWP	Construction Work Plan
LRP	Long Range Plan
FEMA	Federal Emergency Management Agency
RUS	Rural Utilities service

DEFINITIONS

For the purposes of this bulletin, the following definitions are used:

Storm (or major storm) - The most recent major natural catastrophic event such as a hurricane, tornado, flood, forest fire or an ice storm.

Line Section - All of the spans between guyed, dead-end, poles or structures. (In this bulletin it is assumed that new conductors will be installed and sagged in the entire line section because that is the standard method of installing new conductors.)

Conductor-Span - One span of one primary phase or a neutral conductor.

(e.g., 5 spans with 3 phases and a neutral equal 20 Conductor-Spans.) $[5 \times (3 + 1) = 20]$

Downed conductor – A conductor that is lying on or near the ground as the result of a storm. (A downed conductor has usually either been torn away from its pole-top attachments, or it is still attached to the top of a pole that has been broken off.)

Damaged conductor – A conductor that:

Is entirely broken or contains broken strands;

Has been permanently stretched, annealed, or deformed such that cannot be re-installed within predictable sag values or reasonable tension limits;

Is severely pitted, burned, or similarly harmed in other ways;

Has areas of rusted steel or corroded (white powder) aluminum strands; or

Contains one or more splices (with automatic splices or compression type connectors) other than those installed when the conductor was initially installed.

Re-install conductors – A repair if necessary and restore all of the downed or damaged conductors in a line section to their original position before the storm.

Replace conductors - Remove the downed or damaged conductors (even if they have been previously re-installed) and install new conductors of the same size or larger.

FORMS

Questionnaire Form: “Reasons to Replace Stormed-Damaged Conductors”

1 PURPOSE

- a This bulletin presents guidelines for borrowers to use during emergency system restorations when borrowers need to decide without delay whether to re-install or to replace storm-damaged conductors. This bulletin is not to be used for making undamaged conductor replacement decisions normally made in a construction work plan (CWP) or a long-range plan (LRP) that employ additional studies and a much more rigorous analysis.
- b The brief questionnaire at the end of this bulletin can be used to determine, document and validate replacing storm-damaged conductors with new conductors. If one or more of the 6 criteria in the questionnaire are met, then the conductor replacement is justified. A knowledgeable utility engineer in the field can complete the questionnaire when conductor replacement decisions need to be made promptly, without the benefit of an engineering study, during restoration activities after a major storm event.
- c If borrowers are seeking grant funds from FEMA, RUS recommends that borrowers reference and comply with the FEMA Disaster Assistance Fact Sheet DAP9580.6.

2 RESTORATION OF ELECTRIC SERVICE

- a Immediately after a storm, electric utilities expediently strive to make the distribution supply system safe for the general public, and restore electric service to all consumers in an orderly, prioritized manner (starting from the substation). For example, the restoration of service to hospitals and re-energizing main feeders are deemed high priority. Whenever possible, line workers make good, permanent repairs to the storm-damaged distribution system. However during emergency conditions, line workers routinely make temporary repairs (including non-standard construction) until the time and resources are available to return and make permanent repairs to restore the distribution supply system to its condition before the storm.
- b For the purposes of this bulletin, it is assumed that all distribution line materials other than conductors (such as poles, crossarms, insulators and transformers) that have been damaged during a storm have been or will be permanently replaced on a "like-with-like" basis. The purpose of such repairs and material replacements is to restore the distribution infrastructure to pre-storm.

3 RUS ACCOUNTING REQUIREMENTS

Borrowers' activities related to materials retirements, new material replacements, and construction and other activities pertaining to storm damage restoration involve accounting procedures that are beyond the scope of this bulletin. However, because of the detailed nature of these accounting provisions, RUS recommends that borrowers refer to RUS Bulletin 1767B-1, "Uniform System of Accounts - Electric Program." Borrowers should specifically review Accounting Method and Procedure #136, "Storm Damage," in

RUS Bulletin 1767B-1. Copies of RUS Bulletin 1767B-1 are available on the RUS website at: <http://www.usda.gov/rus/regs/bulls/1767b-1.pdf>

4 BENEFITS OF REPLACING STORM-DAMAGED CONDUCTORS

Replacing downed or damaged conductors immediately or soon after a storm will eliminate the duplicate labor and cost of a documented and planned near future replacement of the conductors based on a previous study of voltage, loading, or physical condition needs. Also replacing downed and damaged conductors immediately or soon after a storm will eliminate the duplicate labor and cost of re-installing the downed and damaged conductors yet another time (or ultimately replacing them) should the old conductors fail again when subjected to another storm before they are replaced.

5 REASONS TO REPLACE DAMAGED CONDUCTORS WITH LARGER CONDUCTORS

If the decision has been made to replace downed or damaged conductors, larger conductors should be installed if:

- a Larger conductors are called for and documented in a current CWP or LRP;
- b The existing conductors are made of steel, Amerductor, Copperweld or hard-drawn copper;
- c The conductors are smaller than #2 ACSR; or
- d There are known (and preferably documented) undesirable primary voltage drops or primary conductor overload problems that can be attributed to the conductors in the line section in question.

QUESTIONNAIRE FORM: “Reasons to Replace Stormed-Damaged Conductors

Company: _____ Address: _____

Engineer: _____ Date: _____

Date and type of storm [name] _____

Circuit, lead / line & section location: _____ No. of Spans: _____

Existing Conductor [phases, size & type: approx. age]: _____

Number of Conductor-Spans¹ in the line section; Total Number = _____ Damaged = _____

Description of damage: _____

Number of poles in line section: Total Number = _____ Number Damaged = _____

Proposed Conductor [phases, size & type]: _____

Comments: _____

Reasons for Replacing Conductors in the above Line Section	YES	NO
#1. 25% or more of the conductor spans are damaged. Damage is defined as broken conductors, broken strands, the existence of new (disaster-related) splices, and/or if the conductor is severely pitted, burned, kinked, or damaged.		
#2. 30% or more of the line spans are visibly out of sag or do not meet clearances (for example, the conductor does not meet clearance requirements for conductor-to-conductor or conductor-to-ground).		
#3. 40% or more of the poles were replaced or need to be replaced or plumbed (straightened) due to the disaster.		
#4. 40% or more of the supporting structures have a disaster-related damaged component (for example, x-arms, braces, pins, ties, insulators, guys/anchors, or poles).		
#5. The sum of the percentages of the above criteria is 65% or more.		
#6. Other additional compelling information provided by a licensed professional engineer.		

¹ A Conductor-Span means one span of one primary phase or neutral conductor.

Example: 5 spans with 3 phases and neutral equals 20 Conductor-Spans. [5 x (3 + 1) = 20]



FEMA Rollout of Temporary Housing Units

TEC attended a meeting at the PUC this week about FEMA's rollout of temporary housing units or "MHUs" for Hurricane Harvey victims in Texas. Also in attendance by phone were several co-ops serving areas affected by the hurricane. FEMA asked the PUC to coordinate the meeting with utilities, co-ops, MOUs, and cities to discuss FEMA's interest in having "uniform standards" for connecting electricity to MHUs as well as streamlined construction permitting. The FEMA representative, Nathan Knapp, Deputy Operations Section Chief (Recovery), said FEMA is interested in this approach because the agency experienced numerous delays in electric connections and city permitting after a severe rain event in Louisiana.

FEMA identified the following co-ops serving in the Harvey-affected areas of the state: **Bluebonnet, Deep East, Fayette, GVEC, Jackson, Jasper Newton, Karnes, Mid-South Synergy, Nueces, Sam Houston, San Bernard, San Patricio, Victoria, and Wharton County.** *TEC thanks the many co-op managers and knowledgeable employees who took time to join the call and contribute to the discussion.*

Representatives from TNMP, AEP, CenterPoint, Entergy, TPPA, Texas Municipal League, and the General Land Office (GLO) also participated in the call. As you know, each utility varies in the way it handles connections, and while some electric installation standards did not pose issues, others drew a longer discussion. For example, most co-ops and utilities agreed that meter poles would be buried 5 feet deep and set outside the easement. There was a longer discussion about whether the co-ops and utilities on the call hang the meter loop on the transformer pole or the intermediate pole; prefer to set a temporary pole or a permanent pole; and set the meter box at 4 foot 5 inches or 6 feet.

FEMA currently has approved 8800 applicants for MHUs. FEMA will send list of applicants to the GLO which will deliver the MHUs. The Councils of Government (COGs) will oversee the MHU installation at the local level. As next steps:

1. FEMA will revise the proposed measurements shown on the schematic on page 7 of the PowerPoint based on the discussion at the meeting;
2. TEC will send FEMA corrections to the separate spreadsheet showing the counties in which the co-ops serve;
3. FEMA will set up a group email address and possibly a virtual situation room to facilitate communication with electric providers;
4. FEMA will provide a Density Map showing where most of the MHUs will be deployed to focus coordinating connection standards in those areas rather than throughout every affected service area;
5. Affected co-ops should decide who their internal point of contact will be for MHU connections;
6. At the IOUs request, MHU addresses for meters will include the letters "HH" for Hurricane Harvey for faster identification.

TEC will pass along this information to the affected co-ops as we receive it from FEMA and the PUC.

QUESTIONS OR COMMENTS:

ERIC CRAVEN Sr. VP, Government Relations & Legal Affairs • (512) 486-6222 • ecraven@texas-ec.org
DEBORAH L. INGRAHAM Director, Regulatory & Legal Affairs • (512) 486-6220 • dingraham@texas-ec.org
EVAN AUTRY Director, Legislative Affairs • (512) 486-6227 • eaury@texas-ec.org
KAREN POLLEI Government Relations Coordinator • (512) 486-6221 • kpollei@texas-ec.org



FEMA

Region VI: Arkansas, Louisiana, New Mexico, Oklahoma, & Texas

Navigation

Search

Languages

Region VI (/region-vi-arkansas-louisiana-new-mexico-oklahoma-texas)

Tony Robinson (/tony-robinson)

News (/region-vi/news)

History of Region 6 Federal Regional Center (/region-6-federal-regional-center)

Moises Dugan (/moises-dugan)

Texas Disaster Mitigation (TXMIT)

Grants Management Division (/region-vi-grants-management-division)

> Mitigation Division (/r6-mitigation-division)

R6 Environmental and Historic Preservation (/r6-environmental-and-historic-preservation)

> National Preparedness Division (/fema-region-vi-national-preparedness-division)

> Recovery Division (/r6-recovery)

R6 Mitigation for Community and Tribal Officials (/R6MLTO)

Region 6 - Grants for Tribes and Communities (/R6MGCT)

This section of the site contains information about FEMA Region VI, which oversees federal emergency management for the states of Arkansas, Louisiana, New Mexico, Oklahoma and Texas, and 68 federally recognized tribal nations.

The main campus of Region VI is located in Denton, Texas, just north of the Dallas-Fort Worth area.

FEMA facilities, Region VI office

✓ Collapse All Sections

✓ About Us

Region VI includes wide expanses of rural areas as well as densely populated cities, like Houston, San Antonio, Dallas and New Orleans. The region covers a wide range of geography: Mountains and deserts in New Mexico, forests in Oklahoma and Arkansas, rivers across the region flowing to the Gulf coast of Texas and through the bayous of Louisiana. As a result we experience a wide range of disasters, including: flooding, hurricanes, wildfires, severe storms, tornadoes, winter storms and earthquakes. Region VI has experienced 16 major disaster declarations across the region since May 2015. Torrential rains resulted in historic flooding in Texas and Louisiana in 2015 and 2016.

✓ History Of The Federal Regional Center In Denton

The Region VI Federal Regional Center in Denton, Texas, has an interesting history. [Learn more \(/region-6-federal-regional-center\)](/region-6-federal-regional-center) about this underground facility, which celebrated its 50th anniversary in 2014.

✓ How We Support

Our mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.

Region VI staff, located in Denton, Texas, and in Baton Rouge and New Orleans, Louisiana, work diligently to carry out the FEMA mission on a daily basis.

Our team of emergency managers collaborates and communicates closely with our federal, state, tribal, local and private sector partners before, during and after disasters. We collaborate with our partners to build resilience, preparedness and responsiveness in communities across the region. We stand ready to support our state and tribal partners whenever disasters may strike.

Disasters start and end locally. Local and state officials provide first response, determine the needs of their citizens and communities, and their own capabilities to handle a disaster. By law, FEMA Region VI helps when requested by the state. State governors or tribal leaders determine if and when to request an emergency or disaster declaration from the president of the United States through FEMA.

See [FEMA Region 6 Disaster Assistance Essentials \(/media-library/assets/documents/128354\)](#) - a guide to federal disaster assistance resources and processes.

[Learn more about the disaster declaration process \(/disaster-declaration-process\)](#).

✓ Contact Information

[Information for survivors of August flooding in Louisiana \(/disaster/4277\)](#): If you have questions about types of assistance available to you, the best way to get answers is to contact a FEMA representative who can walk you through your options. Call 800-621-3362 (711 or Video Relay Service). If you use TTY, call 800-462-7585.

Regional Office Main Number: 940-898-5399

Louisiana Recovery Office Main Number: 225-242-6000

Media Inquiries - News Desk Number: 940-898-5454

Media inquiries can also be sent to our Public Affairs team via email: FEMA-R6-NewsDesk@fema.dhs.gov (<mailto:FEMA-R6-NewsDesk@fema.dhs.gov>)

Congressional Inquiries: 940-898-5559

Tribal Inquiries: 940-898-5233

Freedom of Information Act inquiries:


<https://www.fema.gov/foia> (<https://www.fema.gov/foia>)

Region VI Mailing Address:

Federal Emergency Management Agency
FRC 800 North Loop 288
Denton, TX 76209-3698

✓ Regional Organization

FEMA Region VI is organized into [divisions \(/region-vi-divisions\)](#) which focus on different aspects of emergency management. All the divisions support each other and work together to serve our states and tribal nations.

 Regional Administrator Deputy Regional Administrator Lead Field Coordinator Senior Regional Counsel External Affairs MERS Detachment Defense Coordination Element National Preparedness Division - Regional Integration Branch and Technological Hazards Branch Recovery Division - Individual Assistance Branch, Public Assistance Branch Response Division - Operational Planning Branch, Operations Integration Branch, Logistics Management Branch, IMAT Team 1, IMAT Team 2 Grants Management Division - Non-Disaster Grants Branch, Disaster Grants Branch Mitigation Division - Risk Analysis Branch, Floodplain Management and Insurance Branch, Hazard Mitigation Assistance Branch, Environmental Team Mission Support Division - Information Technology Branch, Administrative Services Branch, Procurement Branch Louisiana Recovery Office - Programs, Support Services As of May 12, 2016

✓ Doing Business With FEMA

[Small Business Program \(/small-business-program\)](#)

[Industry Liaison Program \(/about-industry-liaison-program\)](#)

The Industry Liaison Program has created a process to ensure that information about your company's products or services is routed to the appropriate FEMA contracting and acquisition professionals as supplemental market research.

Please follow the steps below to insure your company's information is captured. Failure to complete these steps may significantly delay your registration in our vendor information repository.

1. Register with System for Award Management (SAM) (<https://www.sam.gov/portal/SAM/>)

SAM is considered the primary market research tool for Contracting Officers. If you are not registered with SAM, please visit <http://www.sam.gov/portal/SAM/> (<http://www.sam.gov/portal/SAM/>). Should you have any questions about the SAM registration process, please contact the Federal Service Desk at 866-606-8220.

2. Complete a FEMA Vendor Profile (/media-library/assets/documents/29748) Form

Obtain a Vendor Profile Form from the ILP website. Refer to the "Contact Us" section. The vendor profile form captures standard information about your company (i.e. contact information, types of services, NAICS code). Once you have completed the FEMA Vendor Profile Form, email the document to the ILP for processing. FEMA can use the Vendor Profile as supplemental market research during disaster operations. The information collected can be sent to Contracting Officer(s) for the declared disaster areas, when applicable.

3. Monitor Federal Business Opportunities (FedBizOpps) website

Upon completing your SAM registration and FEMA Vendor Profile, search <http://www.fbo.gov/> (<http://www.fbo.gov/>) for federal procurement opportunities.

The FEMA Industry Liaison program can be contacted at 202-646-1895 or FEMA-Industry@fema.dhs.gov (<mailto:FEMA-Industry@fema.dhs.gov>).

✓ Job Opportunities

Search [USAJobs.com](https://www.usajobs.gov/Search/?Keyword=FEMA&Location=&homeRadPublic=public&search=Search&AutoCompleteSelected=False&CanSec) (<https://www.usajobs.gov/Search/?Keyword=FEMA&Location=&homeRadPublic=public&search=Search&AutoCompleteSelected=False&CanSec>) for job opportunities at FEMA. Add keywords and filters to limit your search to geographic areas and job types.

Last Updated: 09/06/2018 - 13:58

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