

DRAWING IS NOT TO  
SCALE



WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC

ENGINEERING AND TECHNICAL SERVICES  
DADE CITY, FLA

DESCRIPTION: Ridge Road Distribution		
SCALE: 1:XX	DWG NAME:	REV #: 001
DATE:	FILE PATH:	16 of 32





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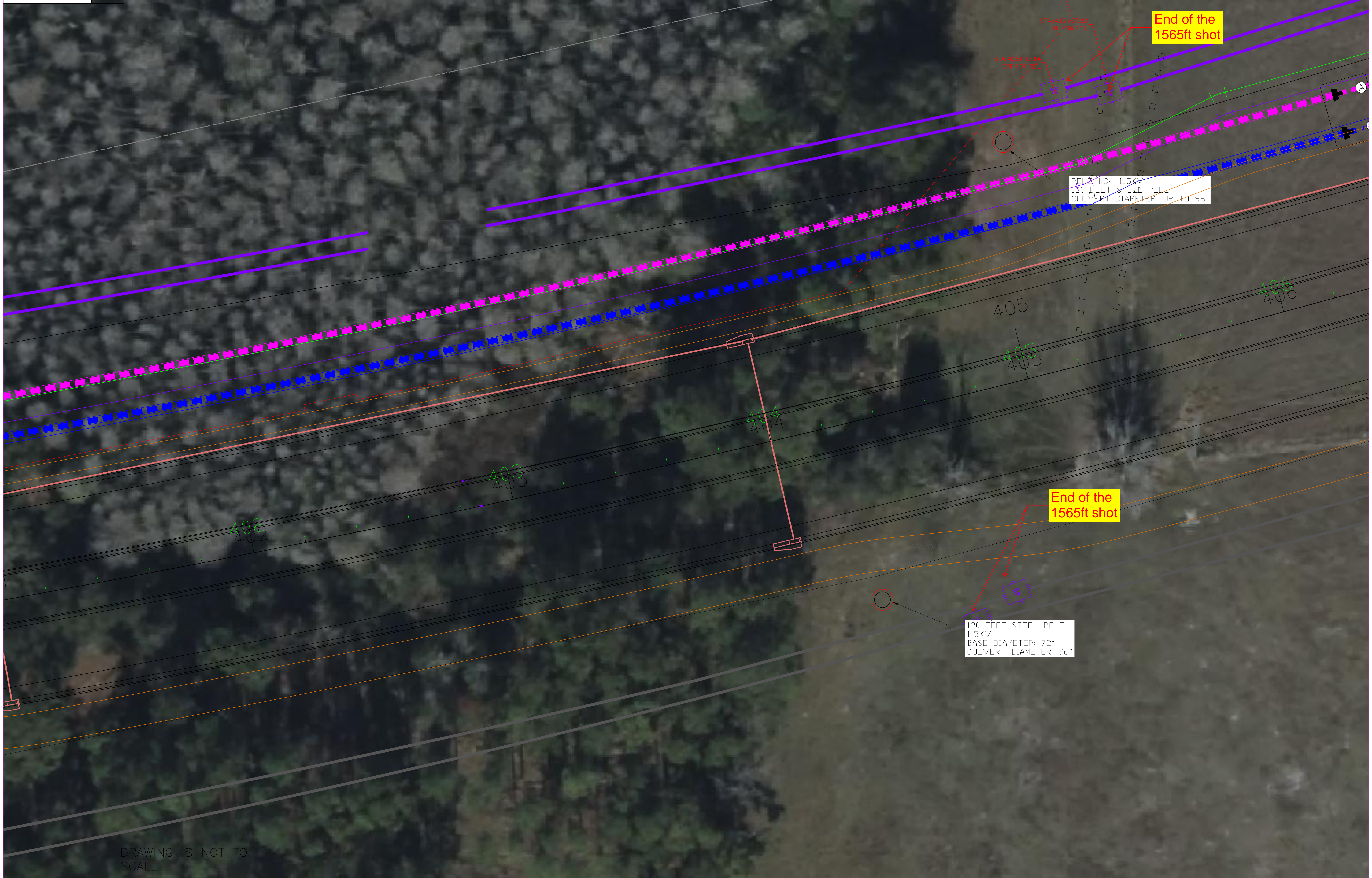


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## **ATTACHMENT P – AS-BUILD BORE LOG AND FIELD STAKING REQUIREMENTS**

### **For Horizontal Directional Drilling**

WREC will require a bore log for every horizontal directional drill. At minimum the bore log shall contain the following information: Job Description, Location, Unique Bore Number for each job or Work Order, WREC Work Order Number, Total length of bore, Bore Rod Length, Direction to and from, and Bore Profile. The Bore Profile shall be in tabular format with station numbers associated with every bore rod and contain the following information: Station Number, Depth below grade, and pitch angle.

For every horizontal directional drill, WREC will also require stakes and/or other suitable markings in the field that will allow WREC crews to follow with GPS equipment and as-build the horizontal location of the bore. Each stake placed in the field shall be clearly marked with the associated bore log station number.

Minimum requirements for placing field stakes and/or markings are as follows:

- Starting and ending stations for bores with no change in horizontal direction.
- For bores with changes in horizontal direction, stakes and/or markings shall be placed at the starting and ending stations as well as all stations associated with any change in horizontal direction (start of change, end of change, and all stations in between).

WREC shall be notified as soon as possible after completion of each bore to insure the integrity of the stakes and/or markings for an accurate GPS as-build.

# **Horizontal Directional Drilling (HDD) Bore Plan Template**

Failure to provide all requested information will cause a delay or rejection of your request.

## **Bore Pipe Information:**

Pipe Size (O.D.): \_\_\_\_\_ Pipe Material & Grade: \_\_\_\_\_ Weight of Pipe (lb/ft): \_\_\_\_\_  
(Outside Diameter of pipe to be bored) HDPE must be grade SDR 11 or better (thicker wall)

Maximum size of bore hole: \_\_\_\_\_" Number and Diameter of back reams: \_\_\_\_\_

\*\*\*The maximum size of the bore hole may not exceed Outside Diameter (O.D.) x 1.5 if O.D. is 12" or less. If the O.D. is greater than 12", the bore hole may not exceed O.D. x 1.3 or O.D. + 12" whichever is less.

## **Equipment Information:**

Proposed Equipment (Brand/Model): \_\_\_\_\_

Method of Drilling Fluid Recovery: \_\_\_\_\_

Maximum Drilling Machine Pullback Capabilities: \_\_\_\_\_

Minimum Drilling RPM: \_\_\_\_\_ Maximum Drilling RPM: \_\_\_\_\_

Minimum Drilling PSI: \_\_\_\_\_ Maximum Drilling PSI: \_\_\_\_\_

Minimum Drilling GPM: \_\_\_\_\_ Maximum Drilling GPM: \_\_\_\_\_

Drilling Head Type: \_\_\_\_\_ Dia.: \_\_\_\_\_ in. Number/Size of Holes/Nozzles: \_\_\_\_\_

Back Reamer Head: Type: \_\_\_\_\_ Dia.: \_\_\_\_\_ in. Number/Size of Holes/Nozzles: \_\_\_\_\_

**Drilling Head Fluid Pressure:** Pilot Bore: \_\_\_\_\_ psi/min \_\_\_\_\_ psi/max \_\_\_\_\_ Operating psi

Back Ream: \_\_\_\_\_ psi/min \_\_\_\_\_ psi/max \_\_\_\_\_ Operating psi

**Anticipated Drilling Fluid Rate:** Pilot Bore: \_\_\_\_\_ gal/min Back Ream: \_\_\_\_\_ gal/min

**Geotechnical:** Soil Type: \_\_\_\_\_ Bearing Capacity: \_\_\_\_\_ psi

\*\*\*For bores 20" or larger; a soil boring geotechnical profile is required

**Design Information:** Entry Angle: \_\_\_\_\_ Exit Angle: \_\_\_\_\_ Depth: Base of rail to Top of Casing: \_\_\_\_\_

**We will adopt CSX Transportation's Fraction Mitigation Contingency Plan for Directional Drilling:** \_\_\_\_\_ (Y/N)

## **NOTES:**

- Once the bore enters CSXT property, the work must be continuous until the drilling is complete and the pipe is pulled in place.
- The bore must be tracked constantly, with the location and depth marked every 10 feet.
- All construction activities must comply with CSXT's Interim Guidelines for Horizontal Directional Drilling (HDD).
- The project must comply with all conditions, obligations, and additional safety precautions required by the local CSXT Division.
- Owner or Contractor shall give a minimum of Thirty (30) days advance notice to CSXT Representative for anticipated need for Flagging and Inspection service. No work shall be undertaken until the Flag Person(s) and Inspector(s) are at the job site.
- Drilling fluid with Bentonite additive is required.
- Dry Bores and Wet Bores (Jetting) are not allowed.
- To minimize the potential of the bore hole collapsing, all back reaming must utilize trailing rods.

## **Request for Proposal (RFP) – Bore Installation Under CSX & FGT, Ridge Road Extension**

### **Project Overview:**

We are seeking quotes from qualified contractors for the horizontal boring installation of a conduit flex 4” SDR-11 pipe under CSX Railroad and FGT Gas Line. The selected contractor must supply all necessary materials, including the specified flex pipe, and ensure compliance with all FDOT, CSX, FGT, state, and local regulations governing crossing any underground utility installations.

### **Scope of Work:**

- Provide a detailed bore plan within 14 days of contract award, which includes a fracking plan and follows CSX procedures. This is required to submit a permit for CSX.
- Coordination with FGT will be required for directional bore but WREC has obtained the permit.
- Perform a horizontal bore under CSX and FGT Line along Ridge Road Extension on the north and south side of the proposed bridge. Each directional bore will include 7-4” pipes, totaling 14-4” pipes for the project. See attachments for more detail.
- Supply and install conduit flex 4” SDR-11 pipe as per project specifications.
- Ensure all work complies with FDOT standards, environmental guidelines, and permitting requirements.
- Provide all necessary labor, equipment, and materials for a complete and compliant installation.
- Submit documentation of compliance, testing, and inspection reports as required.

### **Submission Requirements:**

Interested contractors must submit:

- A detailed quote, including labor and material costs.
- Estimated timeline for project completion.
- Complete Horizontal Directional Drilling (HDD) Bore Plan Template, Final Plan to be provided within 14 days of contract award.

### **Statement of Acknowledgment**

The following documents have been provided as part of this Request for Proposal (RFP):

- RUS FORM 830 Electric System Construction Contract Project construction Notice and Instructions to Bidders
- WREC CSX Crossing Drawing
- 1565’ Bore Shot PDF
- Bore Plan
- Mitigation Plan
- WREC Terms and Conditions
- Special Terms and Conditions
- Attachment P – As-Build Bore Log

By submitting a proposal in response to this RFP, the bidder acknowledges receipt of the above documents and agrees to all terms, conditions, and requirements outlined therein. Failure to comply with any specified conditions may result in disqualification from consideration. **Deadline for Submission: April 3, 2025, by 5 PM.**

Please submit all proposals and inquiries to Cheri Garcia at [cgarcia@wrec.net](mailto:cgarcia@wrec.net). We appreciate your interest and look forward to your proposals.

U.S. Department of Agriculture  
Rural Utilities Service

# ELECTRIC SYSTEM CONSTRUCTION CONTRACT PROJECT CONSTRUCTION

## NOTICE AND INSTRUCTIONS TO BIDDERS

- 1. ~~Sealed~~ proposals** for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of \_\_\_\_\_, RUS designation \_\_\_\_\_, (hereinafter called the "Owner") will be received by the Owner on or before \_\_\_\_\_ o'clock \_\_\_\_ M., \_\_\_\_\_, 20\_\_\_\_, at its office at \_\_\_\_\_ at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.
- 2. Owner Furnished Materials.** The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.
- 3. Obtaining Documents.** The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer \_\_\_\_\_ 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 and such acceptance has been approved by the Administrator, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
- 9. Contractor's Bond.** For a Contract in excess of \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.
- 10. Failure to Furnish Contractor's Bond.** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)
- 11. Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.
- 12. Contract is Entire Agreement.** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.
- 13. Minor Irregularities.** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.
- 14. Bid Rejection.** The Owner reserves the right to reject any or all Proposals.
- 15. Discrepancy in Unit Prices.** Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor " "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price - Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part \_\_\_\_\_ " line for each respective part.
- 16. Definition of Terms.** The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI Section 1, of the Proposal.



**17. The Owner Represents:**

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

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- 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.*

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Owner

By David B. Lambert, II

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Title

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Date, 20\_\_\_\_



# PROPOSAL

TO:

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(hereinafter called the "Owner").

## ARTICLE I--GENERAL

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

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

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

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

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

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

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



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

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

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

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

**Section 4. Proposal on Unit Basis.** *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which maybe used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.*

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

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**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*

*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 or 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 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 this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this proposal.*

## **ARTICLE II-CONSTRUCTION**

### **Section 1. Time and Manner of Construction.**

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of approval of the contract by the Administrator, if approval of the Administrator is required, and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be*

*later than \_\_\_\_\_ calendar days after date of approval of the contract by the Administrator, if approval of the Administrator is required. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans,*

*Specifications and Construction Drawings within \_\_\_\_\_ calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.*



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

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

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

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

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

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

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

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

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

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

**Section 6. Supervision and Inspection.**

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



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

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

## **Section 7. Defective Materials and Workmanship.**

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

## **ARTICLE III--PAYMENTS AND RELEASE OF LIENS**

### **Section 1. Payments to Bidder.**

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

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

- 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.*
- c. Notwithstanding the provisions of Section 1. a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the project upon:*
  - (1) completion of construction of such Section as certified by the Engineer and approved by the Owner and the Administrator, if approval by the Administrator is required;*
  - (2) submission to the Owner and the Administrator, if (submission to the Administrator is required, of the releases of lien and the certificate referred to in Section 2 of this Article;*
  - (3) approval by the Owner and the Administrator, if approval by the Administrator is required, of the inventory in respect of such Section; and*
  - (4) submission to the Owner and the Administrator, if submission to the Administrator is required, of the consent in writing by the Surety or Sureties, if any, on the Contractor's Bond to payment in full for such Section prior to Completion of the project.*

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

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

<sup>1</sup> 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.

<sup>2</sup> See Footnote 1.



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

- f. 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.*
- g. The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.*

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

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

#### **ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER**

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

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

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

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

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

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



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

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

- a. *Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. *Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
- c. *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.*

### **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 and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*

### **Section 4. Energizing the Project.**

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

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

## **ARTICLE V--REMEDIES**

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

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

**Section 2. Liquidated Damages.** *The time of the Completion of Construction of the project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which*

*may become due and payable to the Bidder the sum of \_\_\_\_\_ dollars ( \_\_\_\_\_ ) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.*

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

## **ARTICLE VI-MISCELLANEOUS**

### **Section 1. Definitions.**

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

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



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

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

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

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

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

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

**Section 6. Equal Opportunity Provisions.**

*a. Bidder's Representations.*

*The Bidder represents that:*

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

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

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

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

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

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

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
  - (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
  - (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
  - (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
  - (6) In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
  - (7) The Bidder will include this Equal Opportunity Clause in every 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, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking*

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

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

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

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

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



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

ATTEST

\_\_\_\_\_  
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

*Subject to the approval of the Administrator, if approval of the Administrator is required, the Owner hereby accepts the fore going Proposal of the Bidder, \_\_\_\_\_*

*\_\_\_\_\_, for the construction of the following:*

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

\_\_\_\_\_  
*Owner*

By David B. Lambert, II  
David B. Lambert, II  
Executive Vice President & General Manager

\_\_\_\_\_  
*Purchasing Agent*

\_\_\_\_\_, 20 \_\_\_\_  
*Date of Contract*

## **SUPPLEMENTAL CONTRACT PROVISIONS**

Within these Federal Contract Provisions the successful Offeror is referred to as Contractor.

### **Suspension and debarment (§200.214)**

Contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### **Domestic preferences for procurements (§200.322)**

- (a) As appropriate and to the extent consistent with law, the contractor, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 Code of Federal Regulations §200.321)**

- (a) Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. *Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.*

#### **Compliance with Copeland "Anti-Kickback"**

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Records:**

The Contractor including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

- The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

#### **Lobbying Prohibition:**

- (a) No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Contractor certifies, by its signature to this Agreement, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this paragraph above. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

#### **Employment Eligibility Verification:**

- (a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
  1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
  2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- (b) The Department of Homeland Security's E-Verify system can be found at:  
<http://www.uscis.gov/e-verify>
- (c) If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

#### **Equal Employment Opportunity Clause ((41 Code of Federal Regulations §60-1.4)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf

of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government 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 otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders 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 contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such



sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### **Procurement of recovered materials (2 Code of Federal Regulations §200.322)**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) and under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

For contracts and subgrants of amounts in excess of \$150,000 the non-Federal contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Section 3 Clause**

- (A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- (B) The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (C) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,

if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (D) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- (E) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- (G) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Prohibition on certain telecommunications and video surveillance services or equipment.**  
**§200.216**

- (a) The contractor is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain;
  - 2. Extend or renew a contract to procure or obtain; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also §200.471.

#### **No Obligation by Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Historic Artifact Discovery**

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at

any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

**Build America Buy America Act (BABA)(Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005).**

The SUBRECIPIENT shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant to the Build America, Buy America Act. The SUBRECIPIENT must implement these requirements in its procurements, and this article must flow down to all subawards and contracts at any tier.



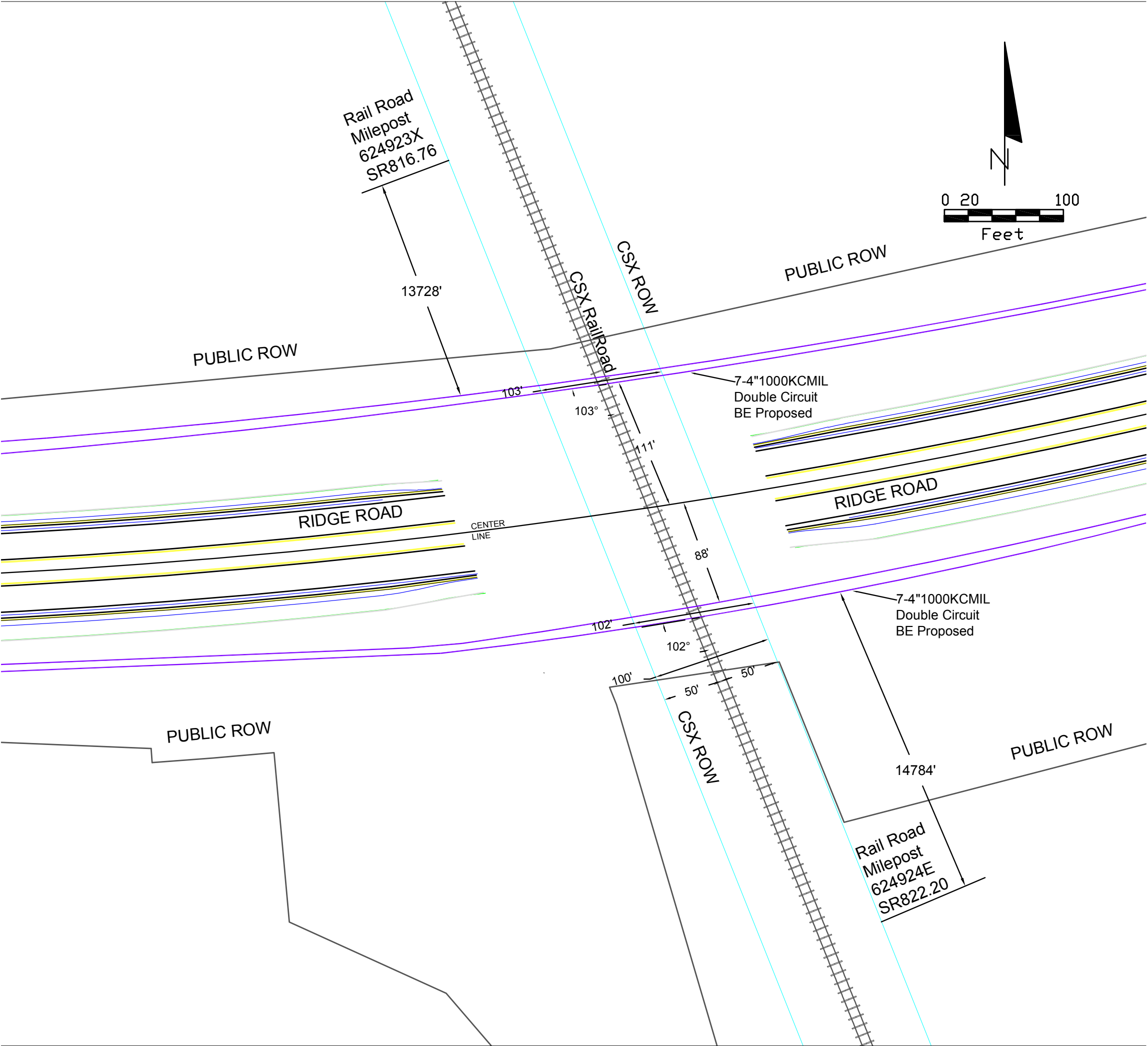


## TERMS AND CONDITIONS

1. All items will conform to the requirements of REA Bulletin 43-5 "List of Materials Acceptable for Use on Systems of REA Electrification Borrowers" and other associated specifications.
2. We reserve the right to accept or reject all or any part of any quotation.
3. **Quotes are to include cost, lead time, warranty, manufacturer's name and payment terms.** Furnish all information concerning exceptions, conditions, options, discounts or anticipated delivery problems.
4. No changes or substitutes will be accepted without prior approval. Detail all training, fees and compensation and indicate the basis for all charges. Indicate your ability to support all equipment and/or software and the lifecycle of software.
5. It is agreed that prices quoted are to remain firm through delivery.
6. F.O.B. WREC unless noted on the purchase order. No charge will be allowed for packing or cartage (freight) unless designated on the order. If shipping common carrier, freight is to be listed separately on invoices. At our option, we elect for you to arrange transportation and delivery unless otherwise agreed in writing.
7. Deliveries to be made with fork lift access from ground. Enclosed truck only with pre-approval.
8. No late quotes, incomplete quotes or quotes not in accordance with the given specifications and instructions will be accepted. Quotes may be emailed, mailed or faxed to the purchasing department.
9. Invitation to bid does not constitute vendor pre-approval.
10. We reserve the right to cancel an order or any portion of same if delivery is not made when and as specified and charge seller for any loss entailed.
11. All material furnished must be as specified and will be subject to inspection and approval of buyer after delivery. An order must not be filled at different quantities, specifications or prices than indicated on the order without the authority of the buyer.
12. The right is reserved to reject and return at the risk and expense of the supplier such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order. If rejected, it will be held for a disposition at expense and risk of the seller.
13. All new vendors are to provide a user's list for products, references, safety record, company history and experience. Provide evidence that your company is in good standing and qualified to conduct business in Florida.
14. **Vendor shall maintain, at its sole expense, insurance coverage not less than:**
  - Comprehensive General Liability \$1,000,000
  - Comprehensive Automobile Liability \$1,000,000
  - Worker's Compensation as required by State Statutes
  - Umbrella Liability \$3,000,000 (may be waived for minor projects)
  - WREC is to be named as additional insured on all insurance documents.
15. **Vendor is to provide the Certificate of Insurance and forward updates as needed.**
16. Work and products shall comply with all applicable regulatory requirements and laws.
17. Site contractors are responsible for safely receiving and storing all material and equipment for the site whether provided by the contractor or others. Any material or equipment received by the contractor is then the sole responsibility of the contractor until the site is deemed accepted for its intended use. The contractor will provide all labor, tools, equipment, transportation and supervision to fully execute the work.
18. All personnel are to maintain professional work standards and safe and lawful work practices.
19. If using a subcontractor, vendor must notify the buyer in advance of work.
20. Except as otherwise noted, all of the articles, materials, and supplies furnished, if manufactured articles, materials, and supplies, have been mined or produced in the United States, Canada, or Mexico and if manufactured in these countries, substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, Canada, or Mexico. Merchandise ordered must conform to the Government's North America Free Trade Agreement Implementation Act.
21. W.R.E.C., Inc. is an Equal Opportunity Employer and subscribes to and has in effect an Affirmative Action Program as set forth in Section 202 of Executive Order Number 11245.
22. Receipt of an order constitutes acceptance of all terms and conditions herein unless noted in writing within ten days.

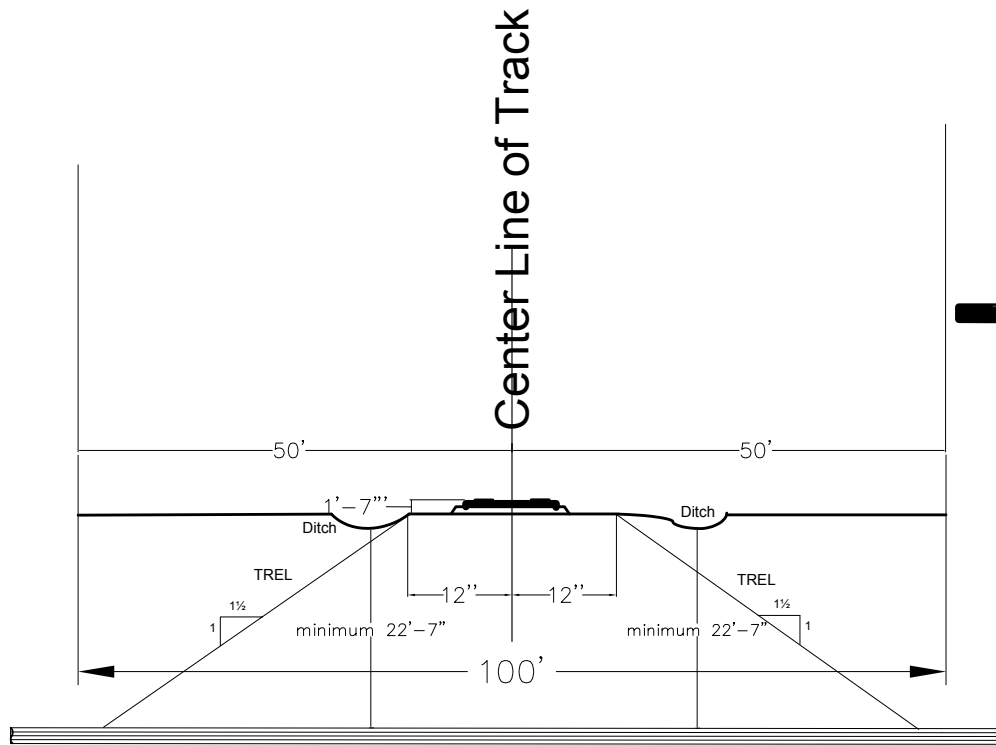
Email all invoices to [acctspay@wrec.net](mailto:acctspay@wrec.net). Include purchase order number on all documents.

Rv 11/2023

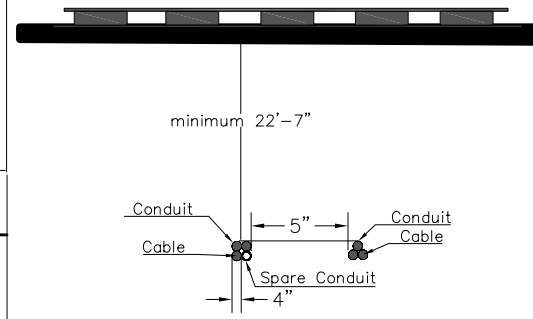


**Kaylen Smith**  
Distribution Engineer  
Withlacoochee River Electric Cooperative, Inc  
14603 21<sup>st</sup> Street, Dade City, FL 33523  
P.O. Box 278, Dade City, FL 33523  
Office: 352-567-5133 ext. 6414  
Email: [Kasmith@wrec.net](mailto:Kasmith@wrec.net)  
  
Your Touchstone Energy® Cooperative

Location	
Latitude	
Longitude	
Drawing No.	Sheet      of
Drawing Date	Revised
Drawing Scale	Inches      Feet



## North Crossing



PROJECT LOCATION: RIDGE ROAD, PASCO COUNTY, FL

THE REGIONAL ENGINEERING OFFICE OF CSX MUST BE NOTIFIED A MINIMUM OF 14 WORKING DAYS PRIOR TO DESIRED START OF CONSTRUCTION.

EXPECTED SOIL CONDITIONS ARE SANDY AND ORGANIC CLAYEY SANDS WITH LOOSE FRACTURED ROCK.

HORIZONTAL DIRCTIONAL DRILLING WILL BE USE TO CROSS THE RAIL ROAD TRACKS AND RIGHT OF WAY.

VERIFY EXACT LOCATION AND DEPTHS OF ALL EXISITNG UTILITIES PRIOR TO CONSTRUCTION.

ALL CONSTRUCTION, MATERIALS, AND WORKMANSHIP SHALL CONFIMR TO THE LATEST NESC AND WREC SPECIFICATION ADN STANDARDS.

ALL EQUIPMENT THAT WILL BE OPERATED IN THE VICINITY OF ANY RAILROAD ELECTRIFICATION AND POWER FACILITIES SHALL BE ELECTRICALLY GROUNDED AS DIRECTED BY CSX

EQUIPMENT AND PERSONNEL WORKING CLOSER THAN 25' FROM TRACK CENTER LINE THAT ARE OBSTRUCTING THE TRACK REQUIRE PERMISSION AND PRESENSE OF CSX

CROSSING OF TRACKS AT OR BELOW GRADE BY EQUIPMENT OR PERSONNEL IS PROHIBITED EXCEPT BY PRIOR ARRANGEMENT WITH AND AS DIRECTED BY CSX

REFER TO PLATE V-CSX DESIGN AND CONSTRUCTION STANDARDS FOR MINIMUM DISTANCE BELOW THE BOTTOM OF THE RAIL FACILITIES FOR LINE CARRYING VOLTAGE



Project Map

**Kaylen Smith**  
Distribution Engineer  
Withlacoochee River Electric Cooperative, Inc  
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Location: \_\_\_\_\_

Latitude: N \_\_\_\_:\_\_\_\_:\_\_\_\_

Longitude: W \_\_\_\_:\_\_\_\_:\_\_\_\_

Drawing No.: \_\_\_\_\_ Sheet: \_\_\_\_ of \_\_\_\_

Drawing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Revised: \_\_\_\_/\_\_\_\_/\_\_\_\_

Drawing Scale: V \_\_\_\_ Inches = \_\_\_\_ Feet

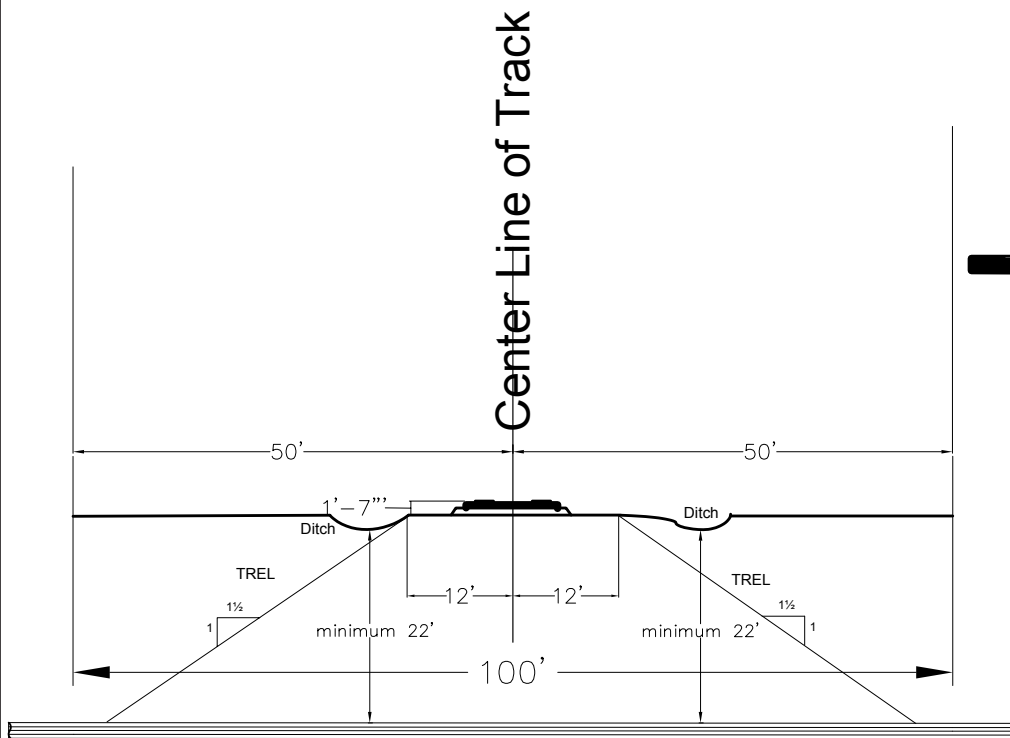
Drawing Scale: H \_\_\_\_ Inches = \_\_\_\_ Feet

### Additional Notes:

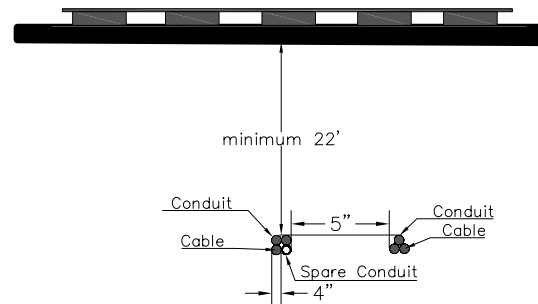
This will be a double circuit construction consisting of 6 1000MCM 14.4/24.9 KV cables that will have have one phase per line. With one spare conduit

### WIRE/CABLE DETAILS

Type:	<input type="checkbox"/> Electric	<input type="checkbox"/> Communications	
	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Other Describe: _____	
Conductor Material(s):	<input type="checkbox"/> Aluminum/Copper		
	<input type="checkbox"/> Fiber Optic	<input type="checkbox"/> Other Describe: _____	
	Wire/Cable 1	Wire/Cable 2	Wire/Cable 3
Fiber Cable Count:			
Wire Size/Pair:			
Voltage:			
If options above not applicable, describe:			
Number of Phases (Electric Only):			
Type of Wire Supports:			
False Dead Ends:			
Total # of CSX Pole Lines to be Crossed:			



## South Crossing



PROJECT LOCATION: RIDGE ROAD, PASCO COUNTY, FL

THE REGIONAL ENGINEERING OFFICE OF CSX MUST BE NOTIFIED A MINIMUM OF 14 WORKING DAYS PRIOR TO DESIRED START OF CONSTRUCTION.

EXPECTED SOIL CONDITIONS ARE SANDY AND ORGANIC CLAYEY SANDS WITH LOOSE FRACTURED ROCK.

HORIZONTAL DIRCTIONAL DRILLING WILL BE USE TO CROSS THE RAIL ROAD TRACKS AND RIGHT OF WAY.

VERIFY EXACT LOCATION AND DEPTHS OF ALL EXISITNG UTILITIES PRIOR TO CONSTRUCTION.

ALL CONSTRUCTION, MATERIALS, AND WORKMANSHIP SHALL CONFIRM TO THE LATEST NESC AND WREC SPECIFICATION ADN STANDARDS.

ALL EQUIPMENT THAT WILL BE OPERATED IN THE VICINITY OF ANY RAILROAD ELECTRIFICATION AND POWER FACILITIES SHALL BE ELECTRICALLY GROUNDED AS DIRECTED BY CSX

EQUIPMENT AND PERSONNEL WORKING CLOSER THAN 25' FROM TRACK CENTER LINE THAT ARE OBSTRUCTING THE TRACK REQUIRE PERMISSION AND PRESENCE OF CSX

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REFER TO PLATE V-CSX DESIGN AND CONSTRUCTION STANDARDS FOR MINIMUM DISTANCE BELOW THE BOTTOM OF THE RAIL FACILITIES FOR LINE CARRYING VOLTAGE



Project Map

### Additional Notes:

This will be a double circuit construction consisting of 6 1000MCM 14.4/24.9 KV cables that will have have one phase per line. With one spare conduit

### WIRE/CABLE DETAILS

Type:	<input type="checkbox"/> Electric	<input type="checkbox"/> Communications
	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Other Describe: _____
Conductor Material(s):	<input type="checkbox"/> Aluminum/Copper	
	<input type="checkbox"/> Fiber Optic	<input type="checkbox"/> Other Describe: _____
	Wire/Cable 1	Wire/Cable 2
Fiber Cable Count:		
Wire Size/Pair:		
Voltage:		
If options above not applicable, describe:		
Number of Phases (Electric Only):		
Type of Wire Supports:		
False Dead Ends:		
Total # of CSX Pole Lines to be Crossed:		

**Kaylen Smith**  
**Distribution Engineer**  
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**WITHLACOOCHEE RIVER ELECTRIC**  
**COOPERATIVE, INC.**  
 Your Touchstone Energy® Cooperative

Location: \_\_\_\_\_  
 Latitude: N \_\_\_\_:\_\_\_\_:\_\_\_\_  
 Longitude: W \_\_\_\_:\_\_\_\_:\_\_\_\_  
 Drawing No.: \_\_\_\_\_ Sheet: \_\_\_\_ of \_\_\_\_  
 Drawing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Revised: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Drawing Scale: V \_\_\_\_ Inches = \_\_\_\_ Feet  
 Drawing Scale: H \_\_\_\_ Inches = \_\_\_\_ Feet