

INVITATION TO BID

NOTICE AND INSTRUCTIONS TO PROSPECTIVE BIDDERS

SOCORRO ELECTRIC COOPERATIVE, INC.

Village of Magdalena Pole Replacement Project

BIDS: March 1st 2024

Socorro Electric Cooperative, Inc. with headquarters in Socorro, New Mexico will be accepting bids for the retirement and re-construction of approximately 82 work locations of overhead 24.9/14.4kV three phase & single-phase distribution line. The bid shall include the supply of necessary labor and equipment for this electrical project known as the Village of Magdalena Pole Replacement. The project will include Owner Furnished Materials, and is located in the town of Magdalena, NM.

Socorro Electric Cooperative Inc. will receive bids at Socorro Electric Cooperative Socorro office located at 215 Manzanaras Ave E, Socorro, NM 87801 on or before 4:30 P.M. MST, March 1st 2024, publicly opened and read aloud. Bid packaging should be labeled: Attention Alyssa Cruz via email or delivery services. Bids received after this time will not be accepted.

The Bid Package, Construction Contract, and Specifications package will be available from the office of the PMO, electronically and on the Socorro Electric Cooperative webpage. Phone requests for the bid package will be honored at (407) 225-3423. Bid documents will be printed out and submitted by the bidder. Upon award (if made) a bound hardcopy of the Construction Contract and Specifications book will be provided to the successful bidder. All bids will be on a unit price basis.

All bidders must have a Bidders Qualification Form filed with the PMO, without exception. The forms, available from the PMO, must be in the PMO's office five days prior to the scheduled bid opening. Bids will not be considered unless the Qualification forms are on file, as provided herein.

Each bidder must deposit with their bid, security in the amount, form, and subject to the conditions provided in the Notice and Instructions to Bidders. Attention is called to the requirements of a Power of Attorney of any surety bond and the fact that any surety must appear on the most current list of sureties listed by the United States Treasury Department as Acceptable Sureties.

A pre-bid meeting is scheduled for Feb. 15 2024 at 10:00 am MST time and will be held via Teams conference call. Attendance is required: however, attendance will require an RSVP to Shane Bynum (sbynum@alphapowergroup – (407) 225-3423) and call login credentials will be provided. **No bid will be accepted from any bidder who does not attend this pre-bid meeting.** Interested bidders are highly encouraged to physically visit the project site in Magdalena, New Mexico to observe conditions prior to submitting a bid.

The commencement date of construction for the project shall be no later than 30 days after Approval of the Contract by the Owner. Construction shall be completed within 100 calendar days after the commencement date. Liquidated damages of \$1500.00 per day may be assessed as provided for in Article V Section 2 of the Contractor's proposal.

Socorro Electric Cooperative, Inc. reserves the right to waive any informality, or reject any and all bids. Any questions concerning the project should be addressed to Shane Bynum, at the office of the PMO (407) 225-3423 .

Contacts for the project are:

Engineer:

RMA Engineering LLC

www.rmaengineer.com

(785)262-4762

Kevin Thompson

Director Network Engineering

&Broadband Operations

RMA Engineering, LLC

kthompson@rmaengineer.com

(785)-427-6527

Owner:

Socorro Electric Cooperative, Inc.

www.socorroelectric.com

(575) 835-0226

Joseph Herrera General Manager

jherrera@socorroelectric.com

Alyssa Cruz, Broadband Project Manager

acruz@socorroelectric.com

(575) 838-9733

215 Manzanares Ave. E

Socorro, NM 87801

PMO Contractor:

Alpha Power Group LLC

Shane Bynum Program Executive

sbynum@alphapowergroup.com

(407)225-3423

Rico Rivera CEO

ricorivera@alphapowergroup.com

(689) 500-2537

GENERAL NOTES

1. The project consists of Pole replacement at approximately 82 overhead work locations on 24.9/14.4kV three phase & single-phase distribution line. The project is located in the town of Magdalena, New Mexico.
2. Staking sheet unit designations- Construction units may have a "NEW", "EXE" or "RET" pre-fix added to them, which will indicate the following:
 - a) NEW- for example VC1.11 this indicates a new unit that will be constructed under energized conditions, ie. "hotwork"
 - b) EXE- for example VC1.11 this indicates an existing unit, will remain in place.
 - c) RET- for example VC1.11 this indicates a unit to be retired.
3. Pin and suspension insulators shall be rated at 25kV. Suspension insulators shall be polymer.
4. New poles shall be set in the existing pole hole. In the event that the existing pole butt can not be pulled Contractor will ensure that appropriate measures are taken to avoid damage to sub-surface utilities, while digging new pole hole.
5. Contractor shall be responsible for installing new pole numbers on all new poles.
6. Contractor shall be required to turn in all Retired Pole number plates to SEC Office.
7. Poles will need to be loaded and hauled from the Quemado or Socorro Material Yards.
8. All unused holes in wood poles shall be plugged with treated wooden plugs.
9. All machine bolts shall have threads extend at least ½" beyond locknuts, but no more than 2-½" beyond the locknuts. Any cut bolts must be treated with a rust inhibitor.
10. The Cooperative requires that all outages be kept to a minimum. Further, that all planned outages be coordinated with their office. The contractor is responsible for notifying consumers of impending outages.
11. Retired material with the exception of copper conductor shall be disposed of by the contractor. Retired copper conductor shall be coiled and secured and returned to the Coop yard in Socorro.
12. The Contractor shall contact the appropriate officials to ascertain that regulations and licensing requirements are satisfied with and appropriate permits to work are obtained. NMDOT Permits will be provided by the owner. **The contractor** will be responsible for traffic control.
13. Contractors are reminded that qualified "Journeyman" linemen must be employed in accordance with OSHA rules and regulations when performing work on energized lines. Journeymen must be able to demonstrate they possess "Journeyman" credentials provided by a recognized agency, i.e., IBEW, Department of Labor, State Journeyman's license, etc.

PROJECT DETAILS

1. **Description of Project:** *The Project will consist of approximately:*

Overhead Distribution Line Construction

The Village of Magdalena Pole Replacement project consists of approximately 82 work locations. Consisting of Existing Primary Pole change outs, New pole construction "primary & secondary poles", Open Wire secondary retirement, Transformer transfers and new installation, Installation of #2 ACSR Primary with Tri-Plex Secondaries.

The project is located in _____ Socorro _____ Counties, in the State(s) of referred to. New Mexico all as more fully described in the Plans, Specifications, Construction Drawings, and Contractor's Proposal therefore hereinafter.

Work on Energized Lines. *Unless stated below, all construction work including attachments to 82 existing poles and line changes is to be performed with the line energized. Approximately _____ miles of the line changes are to be made with the lines energized and such lines are in the following locations or areas:*

Work on energized lines will be coordinated with Socorro Electric Cooperative.

and are more fully described in the Plans, Specifications, and Contractor's Proposal. For work in these locations the Bidder must provide personnel qualified to work on energized lines. All such work shall be performed to meet at least the safety rules and regulations prescribed by the Owner for its own employees including the use of rubber gloves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the Owner. The owner will perform any required power line switching.

2. **Materials and Equipment.**

Materials and Equipment shall be owner furnished. Contractor shall utilize owner furnished material and equipment for The Village of Magdalena Pole Replacement project. Any unused material shall be returned to the SEC material yard upon completion of the project.

INSTRUCTIONS TO BIDDERS

Bidders are responsible for submitting complete and accurate bid proposals. The following checklist serves as a guide to completing the bid package.

1. Bidders shall return the designated documents at the end of these instructions, which will comprise their bid. Please indicate the project name, "Magdalena Make-Ready Construction" on the most exterior portion of the shipping packaging of the sealed bid, along with a notice stating, "To be opened at Bid Opening".
2. Addenda – Bidders will receive a copy of any addendum issued by the engineer. These addenda shall be signed by the bidders and included in the bid proposal.
3. RUS Form 830 - "Electric System Construction Contract - Project Construction" requires bidder response on the following pages:
 - a. Page 5 - Section 7
 - b. Page 16 - Section 6(a)
 - c. Page 19 - Signature block
4. Taxes - According to Article 1, Section 10. Taxes on page 6 of the RUS Form 830 the bidder must include any expected taxes due to be included in their bid unit pricing.
5. Invoices submitted for work completed may not have a separate line item for taxes charged to the Owner. Any invoice with tax added will not be approved.
6. Bid Bond - RUS Form 307 - To be completed and submitted with the bid documents.
7. Certificate of Contractor - To be completed by the contractor upon successful completion of the project.
8. Lower Tier Debarment Certification - To be completed by the bidder. The contractor is considered a "lower tier participant". The bidder is considered a "potential lower tier participant". Therefore this form must be completed and accompany your proposal.
9. Waiver and Release of Lien - To be completed by contractor at the end of the construction period. A Waiver and Release of Lien is required for all sub-contractors and product suppliers used by the contractor during construction.
10. Request for Clarification - In the event that the bidder has a specific question or request for clarification the Engineer's Point of Contact should be contacted directly.

11. Unit Price Breakdown - All bids must be on a unit price basis using the Unit Price Breakdown forms provided. Complete these forms, please double-check your math, and carry forward page totals as provided in the lower right corner of the form. The total from these forms must match the amount given on the proposal summary in the bid unit's portion of the contract. In the event of any incorrect totals, the correct arithmetic based on the labor and material prices provided shall prevail.
12. Checklist of Items to be Printed Out by the Bidder, Completed and Submitted for the Proposal

Tab 2 – p. 5 - Contractor's License

Tab 2 – p. 16 - Equal Opportunity Provisions

Tab 2 – p. 19 Contract signature page (with corporate seal, if applicable)

Tab 3 – Debarment Certificate

Tab 3 – Bid Bond, with Power of Attorney

Tab 4 – Construction Unit Bid Price Sheets

Tab 5 – Addenda, if any

TAB

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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:*

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.

Owner

By _____

Title

_____, 20_____
Date

PROPOSAL

TO:

(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:

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

Section 7. License. The Bidder warrants that a Contractor's License is _____, is not _____ required, and if required, it possesses Contractor's License No. _____ for the State of _____ in which the project is located and said license expires on _____, 20 _____

Section 8. Warranty of Good Faith. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding 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 I(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 _____ percent¹ (_____ %) 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 _____ percent² (_____ %) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring*

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

² See Footnote 1.

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

- 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

Secretary

Bidder

President

Dated _____

Address

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

ACCEPTANCE

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

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

Owner

By _____
President

Secretary

_____, 20_____
Date of Contract

TAB

3



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

TAB

4

DISTRIBUTION LINE CONSTRUCTION

**SEC Villiage of Magdalena Pole Replacement
PROPOSAL SUMMARY**

Recapitulation of Sections

NEW CONSTRUCTION		Description	Price
Overhead			
PART 1		Pole Units	\$ -
PART A		Single Phase Primary Pole Top Units	\$ -
PART B		Two Phase Primary Pole Top Units	na
PART C		Three Phase Primary Pole Top Units	\$ -
PART D		Double Circuit Primary Pole Top Units	na
PART E		Guying Units	\$ -
PART F		Anchor Units	\$ -
PART G		Transformer Units	\$ -
PART H		Grounding Units	\$ -
PART J		Secondary Units	\$ -
PART L		Conductor Units	\$ -
PART M		Miscellaneous Units	\$ -
PART P		Protection Units	\$ -
PART R		Recloser Units	na
PART S		Sectionalizing Units	\$ -
		Total Overhead	\$ -
Underground			
Section - UD			na
Section - UG			na
Section - UM			\$ -
Section - UR			na
		Total Underground	\$ -
		Total New Construction	\$ -
Line Changes			
LCR REMOVAL			\$ -
		Total Line Changes	\$ -
		Total Distribution Line Construction	\$ -

DISTRIBUTION CONSTRUCTION UNITS - NEW CONSTRUCTION (continued)

SEC Villiage of Magdalena Pole Replacement

PART M-MISCELLANEOUS CONSTRUCTION ASSEMBLY UNITS

A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This part includes right-of-way clearing units.

RIGHT-OF-WAY CLEARING UNITS:

M1-10 The unit is 1,000 feet in length and 10 feet in width (to be measured on one side of the pole line) of actual clearing of right of way. This includes clearing of underbrush, tree removal, and such tree trimming as is required so that the right-of-way, except for tree stumps which shall not exceed _____ feet in height, shall be clear from the ground up on one side of the line of poles carrying primary conductors of the width specified. This unit does not include clearing or trimming associated with secondaries or services which is included with conductor units. The segmental length of actual clearing shall be measured in a straight line parallel to the centerline of the line using the maximum dimension of foliage cleared and projected to the ground line. All trees and underbrush across this width of the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing. Spaces along the right of way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All length thus arrived at, added together and divided by 1,000, shall give the number of

1,000-foot M1-10 units of clearing. This unit includes the removal or topping, at the option of the Bidder, of danger trees outside of the right-of-way when so designated by the Engineer. (Danger trees are defined as dead or leaning trees which, in falling, will affect the operation of the line.) The Bidder shall not remove or trim shade, fruit, or ornamental trees unless so directed by the Engineer.

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

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

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

MC1-10, MC1-20, MC1-30, MC1-40 These units are identified to the respective M1 units except that chemical treatment of stumps is required in addition to the clearing of underbrush, tree removal and tree trimming.

Additional Requirements . (When specifying M1 units denote type of disposal (A or B).)

A. Trees, brush, branches and refuse shall, without delay, be disposed of by one of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned
2. Piled on one side of right-of-way
3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
4. Other (describe)

B. Trees that are felled shall be cut to commercial wood lengths, stacked neatly, and left on the right of way for the landowner. Commercial wood length means the length designated by the Engineer but in no case shall it be required to be less than _____ feet. Brush, branches, and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned
- 2 Piled on one side of right-of-way
3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
4. Other (describe)

DISTRIBUTION CONSTRUCTION UNITS - LINE CHANGES (Continued)
SEC Villiage of Magdalena Pole Replacement
Part LCR-REMOVAL CONSTRUCTION ASSEMBLY UNITS

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

The Bidder will be charged by the Owner for the full value of all materials removed under this part at the value shown in Table C. Such charges will be placed against the Bidder as units are removed and the value will be deducted from the total value of installed construction assembly units for determination of the work accomplished for purposes of monthly progress payments to the Bidder.

Of the materials listed in Table C to be removed from existing lines, certain materials will be reused in the construction of the Project. Such materials to be reused are listed in Table C I. Materials other than those listed in Table C-I shall, if not damaged in handling, be returned to the Owner for full credit at the values shown in Table D. The Bidder will be allowed full credit for all material items, other than those listed in Table C I, returned to the Owner which, in the opinion of the Engineer, were not damaged by the Bidder in removal and handling even though the materials may not be reusable for reasons of obsolescence or deterioration. Such credits shall be allowed the Bidder as materials are returned to the Owner's warehouse and shall be added to the total value of installed construction assembly units for determination of the work accomplished for purposes of monthly progress payments to the Bidder.

The unit removal prices shall include all material and labor required to reinstall in accordance with specifications any conductors temporarily detached. The Bidder will reinstall at the Bidder's own expense any other units removed by the Bidder for the Bidder's own convenience.

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

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

b. Pole-Top Assemblies - *The unit of removal of pole-top assemblies includes, in addition to the removal of the construction assembly itself, any necessary handling, re-sagging, and retying of conductors in those cases where an existing pole-top construction assembly will be removed and replaced by a new pole-top construction assembly and where any existing conductor is to be reused.*

The unit of removal of pole-top assemblies also includes any holding or handling of mainline or tap conductors at tap lines, angles, and deadends where such is involved, and reinstalling of such conductor in accordance with the specifications; for example, an LCR AS-4 will include the disconnection of the tap conductors, snubbing off the tap line at the nearest practical point and the reconnection and re-sagging of these tap conductors if necessary to the new lap construction assembly when installed. The new unit of construction, however, will be specified separately in Part LCN.

DISTRIBUTION CONSTRUCTION UNITS -- LINE CHANGES (continued)
SEC Villiage of Magdalena Pole Replacement
Part LCR-REMOVAL CONSTRUCTION ASSEMBLY UNITS (Continued)

Unit #	# of Units	Unit Price			Extended Price Labor & Materials
		Labor	Materials	Labor & Materials	
R25	1			\$ -	\$ -
R30	14			\$ -	\$ -
R35	35			\$ -	\$ -
R40	19			\$ -	\$ -
RVA1.1	4			\$ -	\$ -
RVA1.11	9			\$ -	\$ -
RVA2.21	5			\$ -	\$ -
RVA5.1	3			\$ -	\$ -
RVA5.21	3			\$ -	\$ -
RVA5.31	1			\$ -	\$ -
RVA6.2	2			\$ -	\$ -
RVA6.21	1			\$ -	\$ -
RVC1.11	16			\$ -	\$ -
RVC1.41	7			\$ -	\$ -
RVC2.21	1			\$ -	\$ -
RVC5.21	3			\$ -	\$ -
RVC5.31	5			\$ -	\$ -
RVC6.21	1			\$ -	\$ -
RVG1.2	3			\$ -	\$ -
RVS1.01	5			\$ -	\$ -
RH1.1	26			\$ -	\$ -
RH5.1	20			\$ -	\$ -
RE1.1	21			\$ -	\$ -
RF1.8	21			\$ -	\$ -
RK1.2	132			\$ -	\$ -
RJ2.1	42			\$ -	\$ -
R1/O-TPX	61			\$ -	\$ -
R2A	1208			\$ -	\$ -
R4A	2563			\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total for Part LCR					\$ -



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
GABALDON LEO	EXS												54	(1)- 54- 4TPX AL-O	
1	EXS												51	(1)- 51- 4TPX AL-O	
2	EXS												188	(1)- 188- 4TPX AL-O	

30777	EXS	390		(4)-1,560-2A		VG1.2- [5]									
	RET		P40/4		(2)- VA1.011				(1)- H1.1	(2)- E1.1	(2)- F1.8	(2)- K1.2			
	RET				(1)- VC5.31					(2)- E3.10					
	RET				(1)- VC1.11										
	NEW		P45/4		(2)- VA1.011				(1)- H1.1	(2)- E1.1	(2)- F1.8	(2)- K1.2			
	NEW				(1)- VC5.31										
	NEW				(1)- VC1.11M										

30779	EXS	359		(4)-1,436-4A		VG1.2- [15]	(1)- LED.199PKG								
	RET		P40/4		(1)- VC2.21				(1)- H1.1	(2)- E1.1	(1)- F1.8	(2)- K1.2			
	NEW		P45/4		(1)- VC2.21				(1)- H1.1	(2)- E1.1	(1)- F1.8	(2)- K1.2			

30789	EXS												154	(1)- 154- 4TPX AL-O	
	RET		P30/6											(1)- J1.1	
	NEW		P35/4											(1)- J1.1	

30790	EXS	328		(4)-1,312-2A		VG1.2- [15]									
	RET		P40/4		(1)- VC1.11				(1)- H1.1	(1)- E1.1	(1)- F1.8	(2)- K1.2			
	RET									(1)- E3.10					
	NEW		P45/4		(1)- VC1.11M				(1)- H1.1	(1)- E1.1	(1)- F1.8	(2)- K1.2			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
30791	EXS						(1)- L10.150	(1)- UM5					156	(1)- 156- 4TPX AL-O	
	RET		P30/5							(1)- E3.10	(1)- F1.8	(1)- K1.2			
	RET									(1)- E1.1					
	NEW		P30/4							(1)- E1.1	(1)- F1.8	(1)- K1.2			

30792	EXS											(1)- K1.2	132	(1)- 132- 4TPX AL-O	
	RET		P30/5									(1)- K1.2	132	(3)- 396- 4TPX AL-O	
	NEW	132	P40/4	(2)-264-2A		VG1.2- [15]									

30793	RET	302	P35/4	(4)-1,208-2A	(1)- VC1.11				(1)- H5.1						
	NEW	302	P45/4	(4)-1,208-2A	(1)- VC1.11M				(1)- H5.1						

30794	EXS	419		(4)-1,676-2A											
	RET		P35/5		(1)- VA5.1				(1)- H5.1						
	RET				(1)- VC1.11										
	NEW		P40/4		(1)- VA5.5				(1)- H5.1						
	NEW				(1)- VC1.11M										

30800	EXS	401		(4)-1,604-2A											
	RET		P40/4		(1)- VA1.011				(1)- H5.1	(1)- E1.1	(1)- F1.8				
	RET				(1)- VC5.31										
	RET				(1)- VC1.11										
	NEW		P45/4		(1)- VA1.011				(1)- H5.1	(1)- E1.1	(1)- F1.8				
	NEW				(1)- VC5.31										
	NEW				(1)- VC1.11M										



STAKING SHEET

Work Plan:	41600	School Dist:		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist:	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Date Checked	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
32045	EXS	175		(2)-350-2A		VG1.2- [10]	(1)- L10.150								
	RET				(1)- VA1.11				(1)- H1.1	(1)- E1.1	(1)- F1.8	(5)- K1.2			
	RET									(1)- E3.10					
	NEW				(1)- VA1.11				(1)- H1.1	(1)- E1.1	(1)- F1.8	(5)- K1.2			

32046	RET		P35/4									(3)- J1.1	255	(1)- 255- 4TPX AL-O	
	RET											(4)- K1.2			
	NEW		P40/4									(3)- J1.1	255	(1)- 255- 4TPX AL-O	
	NEW											(4)- K1.2			

32047	EXS												66	(1)- 66- 4TPX AL-O	
	RET		P35/4									(2)- K1.2			
	NEW		P30/4									(2)- K1.2			

32048	EXS						(1)- L10.150						134	(1)- 134- 4TPX AL-O	
	RET		P35/4							(1)- E1.1	(1)- F1.8	(5)- K1.2			
	NEW		P40/4							(1)- E1.1	(1)- F1.8	(5)- K1.2			

32054	EXS						(1)- L10.150								
	RET		P30/4									(2)- K1.2	143	(1)- 143- 4TPX AL-O	
	NEW		P35/4									(2)- K1.2	143	(1)- 143- 4TPX AL-O	



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
32072	EXS	203		(4)-812-4A											
	RET		P35/5		(1)- VC1.11				(1)- H1.1			(1)- J1.1			
	RET											(1)- K1.2			
	NEW		P35/4		(1)- VC1.11M	VG1.2 - [25]			(1)- H1.1			(1)- J1.1			
	NEW											(1)- K1.2			

36450	EXS	143		(2)-286-4A											
	RET		P35/4		(1)- VA1.11				(1)- H5.1			(3)- J1.1			
	RET				(1)- VA2.21							(1)- K1.2			
	NEW		P40/4		(1)- VA1.11				(1)- H5.1			(3)- J1.1			
	NEW				(1)- VA2.21							(1)- K1.2			
#37450															

36510	EXS	209	P35/4	(4)-836-2A	(1)- VC1.11M	VG2.1- [25]	(1)- LED.31		(1)- H1.1			(2)- K1.2			
	EXS				(1)- VA5-2										
	NEW						(1)- VS1.01								

36514	EXS	129		(2)-258-4A		VG1.2- [0]									
	RET		P35/5		(1)- VA6.2		(1)- VS1.01		(1)- H1.1	(1)- E1.1	(1)- F1.8	(1)- K1.2			
	RET				(1)- VA1.01					(1)- E3.10					
	NEW		P35/4		(1)- VA6.2				(1)- H1.1	(1)- E1.1	(1)- F1.8	(1)- K1.2			
	NEW				(1)- VA1.01										

36515	RET		P35/5									(1)- K1.2	35	(1)- 35- 4TPX AL-O	
	NEW		P40/4									(1)- K1.2	35	(1)- 35- 4TPX AL-O	



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS		PRIMARY CONSTRUCTION					EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36518	EXS												41	(1)- 41- 4TPX AL-O	
	EXS	206		(2)-412-4A		VG1.2- [10]									
	RET		P30/5		(1)- VA1.11				(1)- H1.1	(1)- E1.1	(1)- F1.8	(2)- K1.2			
	RET									(1)- E3.10					
	NEW								(1)- H5.1						
	NEW		P40/4		(1)- VA1.11				(1)- H1.1	(1)- E1.1	(1)- F1.8	(2)- K1.2			

36519	EXS												85	(1)- 85- 4TPX AL-O	
	RET		P35/6		(1)- VA1.11				(1)- H1.1			(1)- K1.2			
	NEW		P40/4		(1)- VA1.11				(1)- H5.1			(1)- K1.2			

36522	EXS	205		(4)-820-2A		VG1.2- [75]	(1)- LED.50								
	RET		P30/5		(1)- VC1.11				(1)- H1.1			(2)- K1.2			
	NEW		P40/4		(1)- VC1.11M				(1)- H1.1			(2)- K1.2			

36526	EXS	106		(4)-424-2A		VG1.2- [10]	(1)- L10.150								
	RET		P30/5		(1)- VC1.11				(1)- H1.1			(4)- K1.2			
	NEW		P40/4		(1)- VC1.11M				(1)- H1.1			(4)- K1.2			
	NEW				(1)- VA5.1										
	NEW														

36527	RET		P30/4									(1)- K1.2	92	(1)- 92- 4TPX AL-O	
	NEW	92	P40/4	(2)-184-2A	(1)- VA1.11	VG1.2 - [10]			(1)- H1.1			(1)- K1.2			

36528	RET		P30/5									(2)- K1.2	61	(1)- 61- 1/0TPX AL-O	
	NEW	61	P40/4	(2)-122-2A	(1)- VA5.1					(1)- E1.1M	(1)- F1.8	(2)- K1.2			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36530	EXS	144		(4)-576-2A			(1)- L10.150								
	RET		P40/4		(1)- VC1.41		(1)- VS1.01		(1)- H5.1			(1)- K1.2			
	RET				(1)- VA2.21										
	NEW		P45/4		(1)- VC1.41		(1)- VS1.01		(1)- H5.1			(1)- K1.2			
	NEW				(1)- VA2.21										

36536	EXS						(1)- L10.150								
	RET		P30/5									(4)- K1.2	150	(1)- 150- 4TPX AL-O	
	NEW	150	P30/4	(2)-300-2A	(1)- VA1.1			(1)- H1.1				(1)- K1.2			
	NEW				(1)- VA5.1										

36537	EXS											(2)- K1.2			
	RET		P30/5										102	(1)- 102- 4TPX AL-O	
	NEW	102	P40/4	(2)-204-2A	(1)- VA6.21	VG1.3.15- [0]									

36538	EXS											(6)- K1.2	148	(1)- 148- 4TPX AL-O	
	RET		P35/5												
	NEW	145	P40/4	(2)-290-2A	(1)- VA5.21M	VG1.3.15- [15]		(1)- H5.1	(1)- E1.1	(1)- F1.8					

36541	EXS												95	(1)- 95- 4TPX AL-O	
	RET		P30/5									(2)- K1.2			
	NEW		P35/4									(2)- K1.2			

36542	EXS						(1)- L10.150								
	RET		P35/4									(4)- K1.2	156	(1)- 156- 4TPX AL-O	
	NEW		P40/4									(4)- K1.2	156	(1)- 156- 4TPX AL-O	



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Date Checked	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36544	EXS	154		(2)-308-4A											
	RET		P40/6		(1)- VA1.1				(1)- H5.1			(1)- K1.2			
	RET				(1)- VA5.21										
	NEW		P45/4		(1)- VA1.1				(1)- H5.1			(1)- K1.2			
	NEW				(1)- VA5.21M										

36546	EXS	188		(2)-376-4A											
	RET		P40/6		(1)- VA1.1				(1)- H1.1			(2)- K1.2			
	NEW		P45/4		(1)- VA1.1				(1)- H1.1			(2)- K1.2			

36551	EXS												53	(1)- 53- 4TPX AL-O	
	RET											(3)- K1.2			
	NEW											(3)- K1.2			

36553	EXS	335		(2)-670-4A											
	RET		P35/4		(1)- VA1.11				(1)- H5.1	(1)- E3.10	(1)- F1.8				
	RET				(1)- VA5.1					(1)- E1.1					
	RET				(1)- VA1.011										
	NEW		P40/4		(1)- VA1.11				(1)- H5.1	(1)- E1.1	(1)- F1.8				
	NEW				(1)- VA5.5										
	NEW				(1)- VA1.011										

36558	EXS	223		(2)-446-4A											
	RET		P35/4		(1)- VA1.1				(1)- H5.1						
	NEW		P45/4		(1)- VA1.1				(1)- H5.1						



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36559	NEW		P45/4		(1)- VA5.21										
	NEW				(1)- VA1.1										

36573	RET		P25/6							(1)- E1.1	(1)- F1.8				
	RET									(1)- E1.4L					
	RET									(1)- E3.10					
	NEW		P30/4							(1)- E1.1	(1)- F1.8				
	NEW									(1)- E1.4L					

36584	EXS	141		(2)-282-4A		VG1.2- [25]	(1)- L10.150								
	RET		P40/4		(1)- VA1.11				(1)- H1.1			(9)- K1.2			
	NEW		P45/4		(1)- VA1.11				(1)- H1.1			(9)- K1.2			

36598	RET												114	(1)- 114- 4TPX AL-O	

36609	EXS						(1)- LED.50PKG						162	(1)- 162- 4TPX AL-O	
	RET		P40/4									(2)- K1.2			
	NEW		P40/4									(2)- K1.2			

36611	EXS	149		(4)-596-4A											
	RET		P30/5		(1)- VC1.41				(1)- H5.1			(5)- K1.2	154	(3)- 462- 4TPX AL-O	
	NEW		P40/4		(1)- VC1.41				(1)- H5.1			(5)- K1.2	154	(1)- 154- 4TPX AL-O	



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36613	EXS	211		(4)-844-4A		VG1.2- [15]							215	(1)- 215- 4TPX AL-O	
	RET		P35/5		(1)- VC1.41				(1)- H1.1	(2)- E3.10	(1)- F1.8	(5)- K1.2			
	RET									(1)- E1.1					
	NEW		P40/4		(1)- VC1.41				(1)- H1.1	(1)- E1.1	(1)- F1.8	(5)- K1.2			

36615	EXS	128		(4)-512-2A			(1)- LED.115								
	RET		P40/5		(1)- VC1.11				(1)- H5.1						
	NEW		P40/4		(1)- VC1.11M	VG1.2 [10]			(1)- H5.1						

36616	EXS	110		(4)-440-2A		VG3.3- [15]	(1)-	(1)- UM5							
	RET		P40/4		(1)- VC1.11	VG1.2.15- [0]			(1)- H1.1			(1)- K1.2			
	NEW		P45/4		(1)- VC1.11M				(1)- H1.1			(1)- K1.2			

36617	RET		P35/4									(1)- K1.2	57	(1)- 57- 4TPX AL-O	

36618	EXS	146		(4)-584-2A		VG3.3- [45]									
	RET		P40/4		(1)- VA2.21	VG1.2- [0]	(1)- VS1.01		(1)- H1.1			(1)- K1.2			
	RET				(1)- VC1.41										
	NEW		P45/4		(1)- VA2.21		(1)- VS1.01		(1)- H1.1			(1)- K1.2			
	NEW				(1)- VC1.41										

36622	EXS	146		(2)-292-4A		VG1.3- [10]									
	RET		P40/4		(1)- VA5.21				(1)- H1.1	(1)- E1.1	(1)- F1.8	(1)- K1.2			
	RET									(1)- E3.10					
	NEW		P40/4		(1)- VA5.21				(1)- H1.1	(1)- E1.1	(1)- F1.8	(1)- K1.2			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Date Checked	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36624	EXS	312		(4)-1,248-2A			(1)- L10.150								
	RET		P40/5		(1)- VC1.11				(1)- H5.1			(2)- K1.2			
	NEW		P45/4		(1)- VC1.11M	VG1.2- [0]			(1)- H5.1			(2)- K1.2			

36626	EXS	227		(4)-908-2A		VG1.2- [25]	(1)- L10.150								
	RET		P40/4		(1)- VA2.21		(1)- VS1.01		(1)- H1.1			(1)- K1.2			
	RET				(1)- VC1.41										
	NEW		P45/4		(1)- VA2.21		(1)- VS1.01		(1)- H1.1			(1)- K1.2			
	NEW				(1)- VC1.41										

36638	EXS												166	(1)- 166- 4TPX AL-O	
	RET		P35/4							(1)- E1.1	(1)- F1.8	(3)- K1.2			
	NEW		P40/4							(1)- E1.1	(1)- F1.8	(3)- K1.2			

36640	EXS	163		(4)-652-2A			(1)- L10.150								
	RET		P35/4		(1)- VC1.11				(1)- H5.1			(1)- K1.2			
	NEW		P45/4		(1)- VC1.11M				(1)- H5.1			(1)- K1.2			

36654	EXS	241		(4)-964-4A											
	RET		P40/4		(1)- VC5.21				(1)- H5.1	(2)- E1.1	(1)- F1.8				
	RET				(4)- VA1.011										
	NEW		P45/4		(2)- VC5.21				(1)- H5.1	(2)- E1.1	(1)- F1.8				
	NEW				(4)- VA1.011										



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Date Checked	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36659	EXS	251		(2)-502-4A		VG1.2- [25]									
	RET		P40/4	(1)- VA1.1				(1)- L4.4M	(1)- H1.1			(2)- K1.2			
	NEW		P45/4	(1)- VA1.1				(1)- H1.1				(2)- K1.2			

36666	EXS	220		(4)-880-2A		VG1.2- [25]	(1)- L10.150								
	RET		P40/4	(1)- VC1.11				(1)1)- L4.4M	(1)- H5.1			(2)- K1.2			
	RET							(1)- H1.1C				(1)- J4.1			
	NEW		P45/4	(1)- VC1.11M				(1)1)- L4.4M	(1)- H5.1			(2)- K1.2			
	NEW							(1)- H1.1C				(1)- J1.1			

36672	EXS												121	(1)- 121- 4TPX AL-O	
	RET		P35/5									(1)- K1.2			
	NEW		P40/4									(1)- K1.2			

36673	EXS	167		(4)-668-2A		VG1.2- [10]	(1)- L10.150								
	RET		P35/4	(1)- VC1.11				(1)- H1.1				(1)- K1.2			
	NEW		P45/4	(1)- VC1.11M				(1)- H1.1				(1)- K1.2			

36674	EXS	216		(4)-864-2A		VG3.3- [45]	(1)- LED.31								
	RET		P35/4	(1)- VC1.11				(1)- H1.1				(3)- K1.2			
	NEW		P45/4	(1)- VC1.11M				(1)- H1.1				(3)- K1.2			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
36683	EXS	211		(4)-844-2A		VG1.2- [10]									
	RET		P35/4		(1)- VC1.41				(1)- H1.1			(1)- K1.2			
	RET				(3)- VA1.011										
	RET				(1)- VA5.1										
	RET				(1)- VC5.21										
	NEW		P45/4		(1)- VC1.41				(1)- H1.1			(1)- K1.2			
	NEW				(3)- VA1.011										
	NEW				(1)- VA5.1										
	NEW				(1)- VC5.21										

36684	EXS	170		(4)-680-2A			(1)- L10.150								
	RET		P35/4		(1)- VA1.01				(1)- H5.1			(1)- K1.2			
	RET				(1)- VC6.21										
	NEW		P45/4		(1)- VA1.01				(1)- H5.1			(1)- K1.2			
	NEW				(1)- VC6.21										

36729	EXS	221		(4)-884-4A		VG1.2- [25]									
	RET		P35/5		(1)- VA5.21				(1)- H1.1	(2)- E3.10	(2)- F1.8	(2)- K1.2			
	RET				(2)- VA1.011					(2)- E1.1					
	RET				(1)- VC5.21										
	RET				(1)- VC5.31										
	NEW		P45/4		(1)- VA5.21				(1)- H1.1	(2)- E1.1	(2)- F1.8	(2)- K1.2			
	NEW				(2)- VA1.011										
	NEW				(1)- VC5.21										
	NEW				(1)- VC5.31										



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
37416	EXS	212	P40/5	(4)-848-4A	(2)- VA1.011				(1)- H5.1	(1)- E3.10	(1)- F1.8				
	EXS				(2)- VC1.41					(2)- E1.1					
	RET				(2)- VC5.31										
	NEW				(2)- VC5.31										

37447	EXS		P40/4												
	RET											(1)- J2.1	154	(1)- 154- 4TPX AL-O	

37448	EXS	149		(4)-596-4A		VG1.2- [25]	(1)- L10.150								
	RET		P35/5		(1)- VC1.41				(1)- H1.1			(2)- J1.1	149	(3)- 447- 4TPX AL-O	
	RET											(2)- K1.2			
	NEW		P40/4		(1)- VC1.41				(1)- H1.1			(2)- J1.1	149	(1)- 149- 4TPX AL-O	
	NEW											(2)- K1.2			

37449	EXS	237		(2)-474-4A			(1)- LED.50PKG								
	RET		P35/4		(1)- VA6.2				(1)- H5.1			(1)- K1.2			
	RET				(1)- VA1.01										
	NEW		P40/4		(1)- VA6.2				(1)- H5.1			(1)- K1.2			
	NEW				(1)- VA1.01										

37451	EXS	19		(2)-38-2A											
	RET		P35/4		(1)- VA1.11				(1)- H5.1			(1)- K1.2			
	RET											(2)- J1.1			
	NEW		P40/4		(1)- VA1.11				(1)- H5.1			(1)- K1.2			
	NEW											(2)- J1.1			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Date Checked	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS		GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION			
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
37452	EXS	192		(2)-384-2A		VG1.3- [15]									
	RET		P35/4		(1)- VA5.31				(1)- H1.1	(1)- E3.10	(1)- F1.8	(5)- K1.2			
	RET									(2)- E1.1					
	NEW		P40/4		(1)- VA5.31				(1)- H1.1	(2)- E1.1	(1)- F1.8	(5)- K1.2			

37465	EXS	164		(2)-328-2A											
	RET		P35/4		(1)- VA1.11				(1)- H5.1			(5)- K1.2			
	NEW		P40/4		(1)- VA1.11				(1)- H5.1			(5)- K1.2			

37466	EXS	158		(2)-316-2A											
	RET		P35/4		(1)- VA6.21				(1)- H1.1	(1)- E1.1	(1)- F1.8	(3)- J1.1			
	RET											(2)- K1.2			
	NEW		P40/4		(1)- VA6.21	VG1.2 - [0]			(1)- H1.1	(1)- E1.1	(1)- F1.8	(3)- J1.1			
	NEW											(2)- K1.2			

37471	EXS	130		(2)-260-2A		VG1.2- [25]									
	RET		P35/4		(1)- VA1.11				(1)- H5.1			(3)- J1.1			
	RET											(1)- K1.2			
	NEW		P40/4		(1)- VA1.11				(1)- H5.1			(3)- J1.1			
	NEW											(1)- K1.2			

37474	EXS	381		(4)-1,524-2A			(1)- L10.150								
	RET		P40/4		(1)- VC1.11	VG1.2.25- [25]	(1)- VS1.01		(1)- H5.1			(1)- J1.1			
	RET				(1)- VA2.21							(1)- K1.2			
	NEW		P40/4		(1)- VC1.11M		(1)- VS1.01		(1)- H5.1			(1)- J1.1			
	NEW				(1)- VA2.21							(1)- K1.2			



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
								Date Returned:	
								Rel. for Constr.	

LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
37476	EXS												59	(1)- 59- 4TPX AL-O	
	RET		P30/5									(3)- K1.2			
	NEW		P40/4									(3)- K1.2			

37479	EXS												73	(1)- 73- 4TPX AL-O	
	RET		P35/4									(2)- K1.2			
	NEW		P40/4									(2)- K1.2			

37480	EXS						(1)- UM5						204	(1)- 204- 4TPX AL-O	
	RET		P35/4							(1)- E1.1	(1)- F1.8	(3)- K1.2			
	RET									(1)- E3.10					
	NEW		P40/4							(1)- E1.1	(1)- F1.8	(3)- K1.2			

37481	EXS	152		(4)-608-2A			(1)- L10.150								
	RET		P35/4		(1)- VC5.31				(1)- H5.1			(1)- K1.2			
	RET				(4)- VA1.011										
	RET				(1)- VA1.01										
	NEW		P40/4		(1)- VC5.31				(1)- H5.1			(1)- K1.2			
	NEW				(4)- VA1.011										
	NEW				(1)- VA1.01										

37483	EXS											(1)- J1.1	96	(1)- 96- 4TPX AL-O	
	EXS											(1)- K1.2			
	RET		P25/6												
	NEW		P40/4												



STAKING SHEET

Work Plan:	41600	School Dist.		Job Name:	BROADBAND PILOT PROJECT	Line Crew		Work Order #	20328
Work Order Type:	1600	Board Dist.	2	Address:	MAGDALENA	Crew Foreman:		Staked By	ANGELICA TRUJILLO
Project:		Substation:		Location #:	0	Date Received:		Date Staked	12/1/2023
Construction Code:	0-Utility	County:	3	Township:	Range:	Section:		Checked By	
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LOCATIONS - STATUS	PRIMARY CONSTRUCTION						EQUIPMENT / LIGHTS / MISCELLANEOUS			GROUNDING / GUYS / ANCHORS			SECONDARY / SERVICE CONSTRUCTION		
LOCATION	STS	FT	STRUCTURES	(# WIRES)-QTY-SIZE	(QTY) - UNITS	TRANSFORMER-[KVA]	(QTY)-EQUIPMENT	(QTY)-MISC	(QTY)-GRNDS	(QTY)-GUYS	(QTY)-ANCRS	(QTY)-UNITS	FT	(# WIRES)-QTY-SIZE	METERING
37484	EXS						(1)- L10.150						147	(1)- 147- 4TPX AL-O	
	RET		P35/5									(1)- K1.2			
	NEW		P40/4									(1)- K1.2			

36622A	NEW		P30/4									(1)- J1.1			
	NEW											(1)- K1.2			

36622B	NEW		P30/4									(1)- J1.1			
	NEW											(1)- K1.2			
