



Design-Build Services
(Labor and Material)

**Humpback Creek Storage Project &
Crater Lake Water and Power Project**

ISSUED FOR BID: August 2025

Design-Builder:



1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

Instructions to Design-Builders

1. Proposal Submission

- a. Proposals are due by September 25th, 2025, via email to ckoplin@cordovaelectric.com, lstavig@cordovaelectric.com, jmoran@tothassociates.com and molson@tothassociates.com with the subject line "Proposal for CEC Hydro Projects." Cordova Electrical Cooperative (CEC) may reject any or all proposals, waive minor irregularities, or award all or a portion of the project based on price and deliverable timeframe.
- b. It is the responsibility of the proposer to ensure proposal was received.

2. Proposal Requirements

- a. A mandatory pre-proposal conference will be held on August 21st, 2025, at 10:00 AM Alaska Time. Please send Mark Olson an email at molson@tothassociates.com to register. Attendance is required for proposal eligibility.
- b. Submit questions by email to ckoplin@cordovaelectric.com, lstavig@cordovaelectric.com, jmoran@tothassociates.com and molson@tothassociates.com by September 4th, 2025. Responses will be shared with all registered proposers. RFI Document enclosed.

3. Evaluation Criteria

- a. 25%: Design and project structure, including key personnel and subcontractors.
- b. 25%: Cost basis and details.
- c. 20%: Cost aligned with RUS financial guidelines and domestic sourcing costs.
- d. 15%: Demonstrated experience with design/build projects.
- e. 5%: Experience with hydroelectric projects, especially RUS-funded.
- f. 10%: Experience in Alaska's remote, coastal rainforest climate.

4. Funding and Compliance

- a. Funding includes a Climate Pollution Reduction Grant (EPA) and a USDA Rural Utilities Service (RUS) New ERA grant/loan, with additional state/federal grants pursued. All work must comply with RUS Electric Program requirements, including
 - i. Commercially Available Technology - Equipment, devices, applications, or systems that have a proven, reliable performance and replicable operating history specific to the proposed application. The equipment,

device, application, or system is based on established patented design or has been certified by an industry-recognized organization and subject to installation, operating, and maintenance procedures generally accepted by industry practices and standards.

- ii. A signed, final engineering report or power cost study, detailing the Projects purpose, design, costs, construction, and operation, must be completed requiring RUS approval before finalization by a licensed professional engineer.
- iii. Must meet NEPA compliance for RUS approval.
- iv. Display USDA standard infrastructure investment signage.
- v. Financial and administrative reporting per New ERA guidelines.
- vi. Buy American Provision: Per the RUS New ERA program, all iron, steel, manufactured products, and construction materials must be produced in the United States, unless a waiver is obtained for non-availability, unreasonable cost, or public interest, as mandated by the Inflation Reduction Act.

5. Project Management Service

- a. The successful Design-Builder will provide a project management service that is accessible by the contractor, owner (Cordova Electric Cooperative) and Engineer (Toth and Associates) throughout the duration of the project. Services will provide:
 - i. Real-time communications
 - ii. Document sharing
 - iii. Scheduling
 - iv. Progress tracking

6. Proposal Structure

Proposals shall be concise, addressing all RFP requirements, including the Buy American Provision, and divided into three parts and no more than **30 pages**:

PART A – Letter of Transmittal

- 1. Summarize understanding of the RFP and D/B services.
- 2. Highlight firm’s design and construction expertise, RUS project experience, key personnel qualifications, and ability to comply with the New ERA Buy American Provision.

PART B – Technical Proposal (provide the following)

1. **Design and Construction Approach:** Detail capabilities, including RUS compliance, Buy American adherence, and specify work by proposer vs. subcontractors.
2. **Design Plan:** Outline development of Humpback Creek Storage Project (HBC) and Crater Lake (CL) designs, addressing CEC's preliminary studies and RUS standards.
3. **Construction Plan:** Detail methods for tunneling, dam construction, and penstock installation, using U.S.-produced materials.
4. **Buy American Compliance Plan:** Describe sourcing strategies for U.S.-produced iron, steel, manufactured products, and construction materials, including vendor selection, certification processes, and waiver request procedures if applicable.
5. **Project Team:** Include resumes/bios of key personnel, emphasizing design, construction, and RUS experience.
6. **Subcontractors:** List of subcontractors/subconsultants, their roles, and experience with domestic sourcing and RUS reporting.
7. **Relevant Experience:** Describe prior D/B projects, especially hydroelectric or RUS-funded, with references, and experience with Buy American compliance.
8. **Schedule:** Provide timeline for design, permitting, procurement, construction, and commissioning, aligned with RUS reporting.

PART C – Cost (**Use Cost Estimation Proposal included**)

1. Fixed cost for each HBC and CL project
2. Submit a detailed cost estimation outline, separated out for each HBC and CL project, providing cost estimates for labor, materials, contingencies, and other expenses, ensuring compliance with the Buy American Provision and RUS budget guidelines.
3. Cost estimate for each task (design, construction, procurement, permitting), per RUS guidelines, factoring in costs of U.S.-produced materials.

4. Cost considerations for Buy American compliance, including potential waiver-related expenses.
5. The following items should be considered in the cost proposal:
 - a. General Requirements
 - b. Mobilization
 - c. Site Access
 - d. Support Equip/Crews (Cranes & Road/Snow Maint)
 - e. Helicopter Transportation
 - f. Control of Water
 - g. Tunnel
 - h. Dam Foundation Prep
 - i. Low Level Outlet
 - j. Concrete Dam
 - k. Concrete Spillway
 - l. Penstock
 - m. Intake
 - n. Electrical & Controls
 - o. OH&P
 - p. Bonds
 - q. Contingency

7. Miscellaneous

- a. If the Design-Builder proposes any modifications, revisions, or addendums to the contract documents, such proposed changes must be clearly identified and submitted in writing at the time of bid or prior to contract execution. The Owner reserves the right to accept or reject any such proposed changes at its sole discretion.
- b. Failure by the Design-Builder to submit written objections or proposed modifications will be deemed as full acceptance of all contract terms, conditions, and requirements as issued. No verbal or implied agreements shall be recognized unless formally incorporated into the contract through an executed written amendment.
- c. Utilization of local contractors is recommended by CEC, which may provide a list detailing their capabilities and contract information upon request.

- d. The following documents will be made available upon request:
 - i. Humpback Creek 35% Design
 - ii. Humpback Creek Rebuild Project Baseline Geotechnical Report
 - iii. Humpback Creek Diversion Tunnel Layout
 - iv. Humpback Creek Downstream Technical Memorandum
 - v. Crater Lake Feasibility Report
 - vi. Crater Lake Preferred Design Alternative
 - vii. Crater Lake Geotechnical Report

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AK30-HBC-CL.2507

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Project Overview

1. Project Description

Cordova Electric Cooperative (CEC), a member-owned nonprofit electric utility, is soliciting competitive proposals from qualified firms to provide design/build (D/B) services for two hydroelectric projects: the Humpback Creek (HBC) Storage Project and the Crater Lake (CL) Water and Power Project, located in Cordova, Alaska. These projects aim to enhance CEC's renewable energy capacity, supporting rural electrification, and clean energy objectives. This Request for Proposals will evaluate submittals from firms interested in completing both HBC and CL projects. CEC reserves the right to separate these projects at a later date. CEC has retained the services of Toth Engineering for environmental permitting, regulatory compliance, grant administration, quality assurance, and project management. Toth will serve as the owner's representative throughout these projects.

During winter months, CEC relies on costly diesel fuel generation to provide electricity to the community of Cordova. HBC will provide additional hydro capacity for summer peak loads that currently exceed hydro capacity and capture periodic winter rainstorm events for use during winter. Humpback Creek is a relatively low elevation (150 feet net head before dam raise), larger volume (40 cfs annual average) resource. CL will allow seasonal shifting of water storage from spring runoff for summer hydro peaking and fall rains for winter storage and use. CL is a relatively high elevation (1500 feet gross head), lower volume (4 cfs annual average) resource.

The project funding includes a mix of federal grants and low interest loans, CEC financing, and other financing opportunities as they emerge during project development (there are active state and federal funding applications in process).

The community of Cordova is not connected to a terrestrial highway system, and all transportation is by regular (daily) jet service and (3 weekly) Alaska Marine Highway System (AMHS) ferry service (service is typically suspended for three months in the winter). Freight and mobilization is provided by freight services (Samson Tug and Barge and Alaska Marine Lines / Lyndon Transport) and AMHS by water and Alaska Airlines or contract air freight by air. The HBC Project site is accessible via the newly constructed Shepard Point Road project and prior developed CEC/Eyak Corporation access roads to power plant, dam intake site (via stream bed), and access road. The CL Project power plant site is accessible via Shepard Point Road. CL penstock and dam/intake structure are on steep terrain, are not accessible by road, and will likely need to be constructed with a combination of helicopter and ground/trail access.

Humpback Creek Storage Project

CEC operates a run-of-the-river hydroelectric intake and plant at HBC. A 35% design for an upstream storage dam was completed, but due to high dewatering tunnel and concrete volume costs during construction, CEC prefers a smaller dam on the existing intake structure. This option will take advantage of the existing dam foundation, and a temporary diversion tunnel for this site that was filled with gravel and sealed on both ends with concrete but can be repurposed. The Humpback Creek 35% Design, Humpback Creek Rebuild Project Baseline

Geotechnical Report, Humpback Creek Diversion Tunnel Layout and Humpback Creek Downstream Technical Memorandum is available upon request. CEC intends to self-perform the modifications to the powerhouse.

Crater Lake Water and Power Project

CEC completed a 2016 engineering feasibility study and conceptual (10%) design, and 2019 geotechnical study for the CL project. Existing infrastructure includes a municipally owned water catchment and treatment plant near sea level. An alternative design with a rerouted penstock and lake tap is preferred. The contractor will develop the complete design based on these studies and construct the project as a City water supply and hydropower facility. The Crater Lake Feasibility Study, Crater Lake Geotechnical Report and Crater Lake Preferred Design Alternative concept drawings is available upon request.

2. General Schedule

Milestone	Milestone Completed
RFP Release	August 14 th , 2025
Mandatory Pre-Proposal Conference	August 21 st , 2025 @ 10:00 AM Alaska Time
Proposal Submission Deadline	September 25 th , 2025
Contract Award	October 14 th , 2025
Design Completion	June 30 th , 2026
Permitting Completion	June 30 th , 2027
Mobilization & Construction Start	September 1 st , 2027*
Project Completion Date	August 29 th , 2031**
Funding Cutoff Date	September 30 th , 2031***

* Both projects will mobilize concurrently.

**Liquidated Damages described in RUS Form 200 page 11 will be applied based on number of days "Project Completion Date" is late.

**Project must be completed by this date per funding requirements.

***Liquidated Damages-Failure to Meet RUS Funding Deadline: If the project exceeds the Funding Cutoff Date a lump sum cost, per project of \$35,000,000 will be applied towards the Design-Builder.

3. Project Specific Schedule

Crater Lake Water and Power Project	
Milestone	Milestone Completed
Design Completion	June 30 th , 2027
Mobilization & Construction Start	September 1 st , 2027
Project Completion Date	February 1 st , 2030

Humpback Creek Storage Project	
Milestone	Milestone Completed
Design Completion	June 30 th , 2027
Mobilization & Construction Start	September 1 st , 2027
Project Completion Date	February 1 st , 2029

SEE EXHIBIT E FOR CONSTRUCTION SPECIFICATIONS

Cost Estimation Proposal

COST ESTIMATE SUMMARY

HUMPBAC KREEK STORAGE & CRATER LATER WATER AND POWER PROJECT

Note: This summary is provided for bid comparison purposes; however, more detailed cost breakdowns are encouraged.

DETAILED COST ESTIMATE - HUMPBAC KREEK STORAGE PROJECT

Task	Labor Cost	Materials Cost	Contingency	Other Expenses	Total Cost
Design					
Construction					
Procurement					
Buy American Compliance Costs					
DEMOB/REMOB					
TOTAL PART: HUMPBAC KREEK STORAGE PROJECT					

DEMOB/REMOB

Design-Builder shall provide pricing for one (1) de-mobilization from and re-mobilization to the site, which may be invoked by the Owner should a delay in construction occur that requires such action. The Design-Builder shall assume that this delay could occur at any point of the construction schedule and last 30 days. A De- mobilization/Re-mobilization event applies only if the entirety of all the Contractor crews pause construction and leave the construction site.

DETAILED COST ESTIMATE - CRATER LAKE WATER AND POWER PROJECT

Task	Labor Cost	Materials Cost	Contingency	Other Expenses	Total Cost
Design					
Construction					
Procurement					
Buy American Compliance Costs					
DEMOB/REMOB					
TOTAL PART: CRATER LAKE WATER AND POWER PROJECT					

DEMOB/REMOB

Design-Builder shall provide pricing for one (1) de-mobilization from and re-mobilization to the site, which may be invoked by the Owner should a delay in construction occur that requires such action. The Design-Builder shall assume that this delay could occur at any point of the construction schedule and last 30 days. A De- mobilization/Re-mobilization event applies only if the entirety of all the Contractor crews pause construction and leave the construction site.

RUS Form 200

(modified)

U.S. Department of Agriculture
Rural Utilities Service
**CONSTRUCTION CONTRACT
GENERATING
NOTICE AND INSTRUCTIONS TO DESIGN-BUILDER**

1. **Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a** rural electric project of Cordova Electric Cooperative,
RUS designation AK30, (hereinafter called the "Owner") will be received by the Owner on or
before 2:30 AKT o'clock PM, September 25th, 20 25 at its Office
at 5331 S Macadam Ave, Suite 375, Portland OR 97239 at which time and place the proposals will be
publicly opened and read.

X privately opened. The Owner, subsequent to the bid opening, may elect to conduct clarifying discussions
with the **Design-Builder** to resolve any questions related to the substance of the **Design-Builder**'s proposal and to
arrive at a final price for a responsive bid.

Any proposals received subsequent to the time specified will be promptly returned to the **Design-Builder** unopened.

2. **Obtaining Documents.** The Plans, Specifications and Construction Drawings, together with all necessary
forms and other documents for **Design-Builder** may be obtained from the Owner, or from the Engineer
Toth and Associates at the latter's office at 5331 S Macadam Ave, Suite 375, Portland OR 97239
upon the payment of \$ \$0.00, 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.

3. **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 **Design-Builder**, 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 **Design-Builder** will be required to execute two additional
counterparts of the Proposal.

4. **Due Diligence.** Prior to the submission of the Proposal, the **Design-Builder** 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 **Performance** 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. **Design-Builder** 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).

5. **Proposals** will be accepted only from those prequalified **Design-Builder** invited by the Owner to submit a proposal.

6. **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.

7. **Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to (10%) percent (enter percentage from zero to ten percent (0-10%) of the maximum bid price. Each **Design-Builder** 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 **Design-Builder** and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory **Performance Bond** is furnished (where required) by the successful **Design-Builder** ~~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 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 **Design-Builder** furnishing same.
8. **Performance Bond.** For a Contract in excess of \$100,000, the successful Proposer shall furnish a Performance Bond in the amount of the full Contract Price, with sureties listed by the United States Treasury Department as Acceptable Sureties, in the form provided by the owner
9. **Failure to Furnish Performance Bond.** Should the successful **Design-Builder** fail or refuse to execute such counterparts or to furnish a **Performance** Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the **Design-Builder** 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 **Design-Builder**" shall be deemed to include any **Design-Builder** whose Proposal is accepted after another **Design-Builder** has previously refused or has been unable to execute the counterparts or to furnish a satisfactory **Performance** Bond (where required)
10. **Evaluation Factors.** In estimating the lowest cost to the Owner as one of the factors in deciding the award of the Contract, the Owner will consider, in addition to the price quoted in the Proposals, the following:
-
-
-
11. **Debarment Certification.** The **Design-Builder** 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 **Design-Builder** 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. **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.

16. 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 **Design-Builder** at the locations specified before the time such materials are required for construction.*

b. *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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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.*

Cordova Electric Cooperative

Owner

By Clay Koplin

Chief Executive Officer

Title

August , 20 25

Date

PROPOSAL

TO:

Cordova Electric Cooperative

Cordova, Alaska

(hereinafter called the "Owner").

ARTICLE I --GENERAL

Section 1. Offer to Construct. The undersigned (hereinafter called the "**Design-Builder**") 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.

Item: _____ Price: _____

Item: _____ Price: _____

Item: _____ Price: _____

Item: _____ Price: _____

Section 2. Purchase of Materials. The **Design-Builder** will purchase all materials and equipment (other than Owner Furnished Materials- refer to Exhibit C) 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 become the property of the Owner when erected in place.

Section 3. Description of Contract. The Notice and Instructions to **Design-Builder**, 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:

See Table of Contents for list of documents incorporated herein by reference

Section 4. Due Diligence. The **Design-Builder** has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Performance 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 5. License. The **Design-Builder** 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 6. Warranty of Good Faith. The **Design-Builder** warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 7. Financial Resources.

- a. *The **Design-Builder** warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The **Design-Builder** agrees that in the event this Proposal is accepted and a **Performance** Bond is required, it will furnish a **Performance** 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 8. Taxes. *The prices in this Proposal include provisions for the payment of all monies which will be payable by the **Design-Builder** 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. The **Design-Builder** agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials. The **Design-Builder** will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.*

Section 9. Owner Specified Materials. The Owner reserves the right to furnish certain materials and equipment to be installed under this Contract, which are identified in Exhibit A – Owner-Furnished Materials. The Contractor shall not include the cost of these materials in the Contract Price. If the Contractor's original bid included materials that the Owner elects to furnish after award, the Contract Price shall be reduced by the agreed value of those materials. Such value may be:

- The unit price listed in the Contractor's bid, or
- A mutually agreed fair market value at the time of adjustment.

Any change in Owner-Specified Materials after contract execution shall be made through a written change order.

The Contractor shall remain responsible for receiving, inspecting, storing, and installing all Owner-furnished materials and shall be liable for any loss or damage after delivery to the job site.

ARTICLE II-DESIGN SERVICES

Section 1. Commencement and Completion of Design

- a. The **Design-Builder** shall commence design services promptly upon receipt of the Notice to Proceed from the Owner. The commencement of design is not contingent upon material delivery. The **Design-Builder** shall complete design development, including all necessary drawings, calculations, and specifications, in accordance with the Design Criteria Package and within the time specified in the Contract Documents or as otherwise agreed in writing.
- b. Extensions of time for delays in design completion may be granted for causes beyond the **Design-Builder**'s control, including acts of God, Owner-directed changes, or delays in receiving Owner-provided information, provided the **Design-Builder** submits a written request within ten (10) days of the event causing the delay.

Section 2. Coordination and Approvals. The **Design-Builder** shall coordinate with the Owner, Engineer, permitting authorities, and relevant stakeholders to ensure the design is code-compliant, constructible, and aligned with Owner expectations. Interim and final design submittals shall be subject to Owner review and acceptance prior to initiation of construction.

Section 3. Design Changes. Changes in the design required by the Owner or arising from field conditions shall be incorporated into the design by the **Design-Builder**. If such changes result in material increases or decreases in cost or time, the **Design-Builder** shall be entitled to an equitable adjustment through a Contract Amendment.

ARTICLE III-CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. The **Design-Builder** 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 **Design-Builder** ~~in writing of approval of the contract by the Administrator, if approval of the Administrator is required,~~ and notice in writing from the **Design-Builder** that the **Design-Builder** 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 **Design-Builder** 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.
- 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 **Design-Builder**, 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 **Design-Builder** unless within ten (10) days after the happening of any event relied upon by the **Design-Builder** for such an extension of time the **Design-Builder** 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 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, and sequence of construction 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 **Design-Builder** 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 **Design-Builder** of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the **Design-Builder** for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the **Design-Builder** ~~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 **Design-Builder** shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

*See Project overview and Construction Specifications for project schedule

Section 2. Environmental Protection. . The **Design-Builder** 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 **Design-Builder** 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. Supervision and Inspection.

- a. The **Design-Builder** shall give sufficient supervision to the work, using its best skill and attention. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** shall be solely responsible for the means and methods of construction and for the supervision of the **Design-Builder's** employees.

- b. The Owner reserves the right to require the removal from the project of any employee of the **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** at such office shall constitute delivery to the **Design-Builder**. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** and the **Design-Builder'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 **Design-Builder** 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 **Design-Builder** to comply with any of the provisions of the Contract: Provided, however, that the **Design-Builder** 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 **Design-Builder** to comply with any of the provisions of this Contract. In the event that work is suspended by the **Design-Builder** with the consent of the Owner, the **Design-Builder** before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.

Section 5. 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 **Design-Builder**. Any such condemned material or equipment shall be immediately removed from the site of the project by the **Design-Builder** at the **Design-Builder's** expense. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** shall replace or remedy such defective materials, equipment, or workmanship. In the event of failure by the **Design-Builder** 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 **Design-Builder** shall pay to the Owner the cost and expense thereof.

ARTICLE IV--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to **Design-Builder**.

- a. On or before the fifth (5) day of each calendar month, the **Design-Builder** will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the **Design-Builder** for construction accomplished during the preceding calendar month and certified to by the **Design-Builder**, 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 **Design-Builder** prior to Completion of the project. Upon completion by the **Design-Builder** of the construction of the project, the Engineer will inspect the work performed hereunder. If the Engineer finds the work acceptable and all provisions hereunder fully performed, the Engineer will so certify 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 **Design-Builder** of all amounts to which the **Design-Builder** 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 **Design-Builder**.
- b. Interest at the rate of Seven 1/2 percent¹ (7.50 %) per annum shall be paid by the Owner to the **Design-Builder** 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 **Design-Builder**. 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 **Design-Builder** 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 **Design-Builder**'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 b shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.
- c. Interest at the rate of Seven 1/2 percent² 7.50 %) per annum shall be paid by the Owner to the **Design-Builder** on the final payment for the project, commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.
- d. No payment shall be made to the **Design-Builder** for materials or labor involved in correcting errors or omissions on the part of the **Design-Builder** which result in construction not in accordance with the Plans and Specifications.
- e. No payment shall be due while the **Design-Builder** is in default in respect of any of the provisions of this Contract and the Owner may withhold from the **Design-Builder** the amount of any claim by a third party against either the **Design-Builder** or the Owner based upon an alleged failure of the **Design-Builder** to perform the work hereunder in accordance with the provisions of this Contract.

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.

- f. ~~The Owner and the Administrator~~ shall have the right to inspect all payrolls, invoices of materials, and other data and records of the **Design-Builder** 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 **Design-Builder** of the construction of the project but prior to final payment to the **Design-Builder**, the **Design-Builder** 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 and a certificate in the form attached hereto to the effect that all labor used on or for the project has been paid and that all such releases have been submitted to the Owner.

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

Section 4. Dispute Resolution.

- a. The parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Contract through direct negotiations between senior representatives with decision-making authority.
- b. If unresolved after fifteen (15) days of written notice of dispute, either party may submit the dispute to mediation administered a mutually agreed mediator. Mediation shall occur in the state in which the Project is located, unless otherwise agreed.
- c. If mediation fails to resolve the dispute within thirty (30) days of initiation, either party may proceed to binding arbitration or pursue litigation in a court of competent jurisdiction if both parties consent.
- d. The Design-Builder shall continue performance of the Work during any dispute, unless otherwise directed in writing by the Owner.

ARTICLE V--PARTICULAR UNDERTAKINGS OF THE DESIGN-BUILDER

Section 1. Protection to Persons and Property. The **Design-Builder** 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 **Design-Builder** shall at all times keep the premises free from accumulations of waste materials or rubbish caused by its employees or work, and at the completion of the work the **Design-Builder** shall remove all rubbish from and about the Project and all its tools, scaffolding and surplus materials and shall leave the work "broom clean ." The **Design-Builder** shall dispose of waste material by burying it on the work site or in a manner approved by local authorities, but shall not dispose of any waste materials or rubbish by open burning. The **Design-Builder** shall provide chemical sanitary facilities which may be required.
- b. The **Design-Builder** shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The **Design-Builder** shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.
- c. The **Design-Builder** 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.
- d. 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 **Design-Builder** and during such period of control by the

Design-Builder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the **Design-Builder**. The **Design-Builder** shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the **Design-Builder** by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the **Design-Builder**'s negligence.

- (i) To the maximum extent permitted by law, **Design-Builder** 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 **Design-Builder**'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 **Design-Builder**'s property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by **Design-Builder**, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making **Design-Builder** liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.
 - (ii) To the maximum extent permitted by law, **Design-Builder** 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 **Design-Builder**, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. **Design-Builder** 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 **Design-Builder** 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 **Design-Builder**.
 - (iii) **Design-Builder** shall provide to Owner's satisfaction evidence of **Design-Builder**'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.
- e. Upon violation by the **Design-Builder** of any of the provisions of this section, after written notice of such violation given to the **Design-Builder** by the Engineer or the Owner, the **Design-Builder** shall immediately correct such violation. Upon failure of the **Design-Builder** so to do the Owner may correct such violation at the **Design-Builder**'s expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the **Design-Builder**'s expense without such prior notice to the **Design-Builder**.
- f. The **Design-Builder** shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

Section 2. Insurance. The **Design-Builder** shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance as described in Exhibit A:

- ~~a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the **Design-Builder** 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.~~

~~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 **Design-Builder** 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. Upon written request of the Owner the **Design-Builder** shall deliver to the Owner full possession and control of any portion of the project provided the **Design-Builder** 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 **Design-Builder** as set forth in Article IV Section 1. d 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 **Design-Builder** of any liability with respect to defective materials and workmanship as contained in Article H, Section 5 hereof.

Section 4. Assignment of Guarantees. All guarantees of materials and workmanship running in favor of the **Design-Builder** shall be transferred and assigned to the Owner prior to the time the **Design-Builder** receives final payment.

ARTICLE VI--REMEDIES

Section 1. Completion on **Design-Builder's Default.** If default shall be made by the **Design-Builder** 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 **Design-Builder** and the Surety or Sureties, if any, upon the Performance Bond or Bonds a written notice requiring the **Design-Builder** to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the **Design-Builder** such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the **Design-Builder** 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 **Design-Builder**, and the **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** may have against third persons in connection with this Contract and for such purpose the **Design-Builder** 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 **Design-Builder** 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

Two-Thousand and
may become due and payable to the **Design-Builder** the sum of Five Hundred dollars (\$2,500)
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 **Design-Builder** is insufficient to pay in full any such liquidated damages, the **Design-Builder** shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the **Design-Builder** in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

Section 3. Liquidated Damages – Failure to Meet RUS Funding Deadline. The time for Completion of Construction of the Project in order to meet the Rural Utilities Service (RUS) funding deadline is of the essence of this Contract. Should the Design-Builder neglect, refuse, or fail to complete the construction by the date required to satisfy the RUS funding deadline, after giving effect to any extensions of time provided herein, then, in that event, and in view of the difficulty of estimating with exactness the damages caused by such failure, the Owner shall have the right to deduct the lost value from RUS, per project, such moneys which may then be due, or which may become due and payable to the Design-Builder.

the lump sum amount, per project amount, of Thirty-five million dollars

(\$ \$35,000,000) as liquidated damages and not as a penalty. If the amount due and to become due from the Owner to the Design-Builder is insufficient to pay in full such liquidated damages, the Design-Builder shall pay to the Owner the amount necessary to effect such payment in full. The Owner shall promptly notify the Design-Builder in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

Section 4. 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 Design-Builder to complete the construction of the project within the time herein agreed upon.*

ARTICLE VII-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 Design-Builder of the Design-Builder's obligations under the Contract and all amendments and revisions thereof except the Design-Builder's obligations in respect of Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof and other final documents. The term "Completion of the Project " shall mean full performance by the Design-Builder of the Design-Builder'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 4. 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 Design-Builder 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 **Design-Builder** 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 **Design-Builder**.*

Section 5. Compliance with Laws. *The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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. **Design-Builder's** Representations.

*The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** agrees as follows:*

- (1) The **Design-Builder** will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** will, in all solicitations or advertisements for employees placed by or on behalf of the **Design-Builder**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*

- (3) The **Design-Builder** 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 **Design-Builder**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder**'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 **Design-Builder** 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 **Design-Builder** will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **Design-Builder** 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 **Design-Builder** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **Design-Builder** may request the United States to enter into such litigation to protect the interests of the United States.
- c. Certificate of Nonsegregated Facilities. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder** agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The **Design-Builder** 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. Nonassignment of Contract. The **Design-Builder** 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 **Design-Builder** 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 **Design-Builder**'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 **Design-Builder** for the faithful performance of the **Design-Builder**'s obligations hereunder. If the **Design-Builder**, with the consent of the Owner and any Surety or Sureties on the **Performance** Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the **Design-Builder** 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 **Design-Builder** would be

for its own acts and omissions and those of persons directly employed by it.

Section 8. 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 **Design-Builder** 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 9. Independent Contractor. The **Design-Builder** 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 **Design-Builder** shall be the Contractor and all references in the Proposal to the **Design-Builder** shall apply to the Contractor.

Section 10. ~~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.~~

Section 12. Acknowledgement of Document Review. This Design-Builder certifies that he has read this document in its entirety. The Design-Builder further certifies that 1) he has reviewed and understands the Insurance Requirements in Exhibit A; 2) he has reviewed and understands the Specifications and Supplementary General Conditions (Exhibits E) and 3) he understands that these instructions, conditions, and requirements plus those documents named in the Table of Contents and incorporated herein by reference amend and add to the Plans and Specifications.

ATTEST:

Secretary

Design-Builder

President

Dated _____

Address

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

ACCEPTANCE

~~Subject to the approval of the Administrator, if approval of the Administrator is required,~~ the Owner
hereby accepts the foregoing Proposal of the **Design-Builder**, _____

_____, for the construction of the following:

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

Owner

By _____
President

Secretary

_____, 20 ____
Date of Contract

Exhibit A:

Insurance Requirements

EXHIBIT A:

INSURANCE REQUIREMENTS

1. *The Design Builder 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 Design Builder 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 \$5 million each occurrence, limits for property damage of not less than \$5 million each occurrence, and \$5 million aggregate for accidents during the policy period. A single limit of \$5 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, leased or hired, shall have limits for bodily injury or death of not less than \$5 million per person and \$5 million each occurrence, and property damage limits of \$5 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*
 - d. *Builders' Risk and/or Installation Floater with limits not less than the total contracted value of the project. The completed value of the project shall provide for Contractor's labor, equipment, materials (including Owner Furnished Materials), and fixtures to be installed, in-transit, or stored off-site during the performance of this Contract. The policy shall include as loss payee the Owner, the Engineer, the Contractor and its subcontractors as their interest may appear.*
 - e. *Each subcontractor shall have as a minimum the same amounts of insurance shown in parts "a", "b" and "c" above unless otherwise approved by the Owner. Each subcontractor may also be required to provide the Builders' Risk and/or Installation Floater described in part "d" if the Owner or Engineer deems it necessary. All insurance shall be paid for by each subcontractor prior to beginning any work on this project.*
2. *The cost of all insurance for this project shall be covered in the Design Builder's proposal price.*
3. *Evidence of all insurance must be provided to the Engineer prior to construction Commencement Date. The Owner and Engineer shall be supplied a copy of the "Certificate of Insurance" from each subcontractor prior to any work performed by the subcontractor.*
4. *Insurance shall be placed with companies with a minimum Best's rating of at least A:VII and a Standard and Poors Rating (if rated) of at least BBB.*
5. *The Owner or Engineer 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.*
6. *The Owner and Engineer shall be named as Additional Insured on all policies of insurance required in subsections "b", "c" and "d" of this Section. The Design Builder shall be the Named Insured.*
7. *The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Design Builder shall furnish the Owner and Engineer a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner and Engineer of any cancellation or material change in the insurance.*

INSURANCE SUMMARY (*)					
Project Name:		Humpback Creek Storage Project & Crater Lake Water and Power Project			
Named Insured:		Design Builder			
Project Owner:		Cordova Electric Cooperative			
Project Engineer:		Toth and Associates, Inc.			
					Additional Insured
	item	type	limit	Owner	Engineer
The cost of the following policies shall be covered in the Design Builder's proposal price:					
	1.a.	Workers' Comp + Employers' Liability	**	no	no
	1.b.	Public Liability	\$ 5,000,000	yes	yes
	1.c.	Auto Liability	\$ 5,000,000	yes	yes
	1.d.	Builders' Risk Installation Floater	Completed value of project	yes	yes
**	as required by Contractor employer/employee's governing state.				
(*) THIS SUMMARY CHECKLIST IS PROVIDED AS AN AID IN DETERMINING THE INSURANCE REQUIREMENTS DEFINED. USE OF THIS CHART DOES NOT RELIEVE THE CONTRACTOR AND/OR INSURER FROM REVIEW, UNDERSTANDING, AND COMPLIANCE WITH ALL OF THE INSURANCE REQUIREMENTS CONTAINED HEREIN.					
SUBMIT INSURANCE TO:		TOTH & ASSOCIATES, INC. 5331 S. Macadam Ave, Suite 375 PORTLAND, OR 97239			

Exhibit B:

Addendums – Intentionally Blank

Exhibit C:

List of Owner Specified Materials

(The Owner may furnish certain materials (OSMs) at a later date. See RUS 200,
Article 1, Section 9)

Exhibit D:

Contract Forms

EXHIBIT D:
CONTRACT FORMS

Agency/Form No.	Form Title/Description
RUS Form 168b	Performance's Bond
RUS Form 187	Certificate of Completion – Contract Construction
RUS Form 213	Certificate of Compliance (REA 1938)
RUS Form 224	Waiver and Release of Lien
RUS Form 231	Certificate of Contractor
RUS Form 307	Bid Bond
	Certificate Regarding Debarment
	Lobbying Certification
TOTH	Contractor's Request for Information Form

Bond Number: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to Cordova Electric Cooperative in the sum of **FULL Contract amount in words and numbers** _____ **Dollars (\$ _____)** to be paid to Cordova Electric Cooperative, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 20____, enter into a contract with Cordova Electric Cooperative, for: _____ **(Project Name) IN ACCORDANCE WITH** _____ **(Bid Number)**

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its' or their part to be kept and performed, and faithfully comply with all of the laws of the State of Alaska and all the ordinances of Cordova Electric Cooperative, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The Principal and Surety expressly authorize Cordova Electric Cooperative to insert the date of this bond to correspond with the date of the contract, upon its execution by Cordova Electric Cooperative.

In addition to any other remedies which may be had by Cordova Electric Cooperative, under this bond, the Cooperative may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid Cordova Electric Cooperative, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Alaska. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Third Judicial District of Alaska, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORTATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney -in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Email of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Alaska.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF COMPLETION – CONTRACT CONSTRUCTION

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

1. *The construction provided for pursuant to Construction Contract No. AK30-HBC-CL.2507, dated _____, 20____, including all approved amendments, between Cordova Electric Cooperative, RUS designation AK-30 (“Owner”) and _____ (“Contractor”) has been completed as of _____, 20____, and is in compliance with the provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all modifications thereof.*
2. *Payment in full has been made to all persons who have furnished labor for the Project.*
3. *The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and subcontractors furnishing services or materials which were employed by the Contractor in the performance of the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.*
4. *If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of all work performed in accordance with the Construction Contract.*
5. *If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show the accurate location, number, and kind of all units of construction of the project and show all work performed in accordance with the Construction Contract.*
6. *All defects in workmanship and materials reported during the period of construction of the project have been corrected.*
7. *The total cost of the project as completed is _____ dollars and _____ cents (\$_____).*

Dated this _____ day of _____, 20____.

Toth and Associates, Inc.
Name of Architect or Engineer

By _____

Date

Title

CERTIFICATE OF COMPLETION

CONTRACT CONSTRUCTION

(continued)

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

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

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

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

Cordova Electric Cooperative

Owner

By _____

Title

Name of Contractor

By _____

Title

Date

Date

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE

With respect to compliance with the second paragraph of the Rural Electrification Act of 1938, being Title IV of the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution No. 122, 75th Congress, approved June 21, 1938).

Rural Utilities Service Project Humpback Creek Storage Project & Crater Lake Water and Power Project.

The undersigned, being, the Design/Builder Contractor¹,

in a certain contract No. AK30-HBC-CL.2507 dated _____, _____, between the undersigned

and Cordova Electric Cooperative²,

does hereby certify that in the performance of the said contract there have been used or furnished no unmanufactured articles, materials or supplies which have not been mined or produced in the United States³ or in any eligible country and no manufactured articles, materials or supplies which have not 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, except to the extent that compliance with the second paragraph of the Rural Electrification Act of 1938, being Title IV of the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution No. 122, 75th Congress, approved June 21, 1938) has been waived by the Administrator of the Rural Utilities Service. For purposes of this certificate, 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.⁴

By _____

Date _____, 20 _____

¹ Insert "Contractor," "Subcontractor," "Seller," Or "Material Supplier," as the case may be.

² Insert the name of the RUS Borrower.

³ United States means United States, its territories and possessions.

⁴ A current list of eligible countries may be obtained by contacting RUS.

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 0572-0107. The time required to complete this information collection is estimated to average 1 minute 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. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn.: Director, PDRA, 1400 Independence Ave., S.W., STOP 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1899), Office of Management and Budget DC 20503.

U.S. Department of Agriculture
Rural Utilities Service

WAIVER AND RELEASE OF LIEN

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

has furnished to _____ the following:
NAME OF CONTRACTOR

_____ for
KIND OF MATERIAL AND SERVICES FURNISHED

use in the construction of a project belonging to _____
NAME OF BORROWER

and designated by the Rural Utilities Service as _____
RUS DESIGNATION

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

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

said _____ for said project.
NAME OF CONTRACTOR

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

Name of Manufacturer, Material Supplier, or Subcontractor

By _____
President

This Waiver and Release of Lien must be signed with the full name of the Manufacturer, Material Supplier, or Subcontractor. If the Manufacturer, Material Supplier, or Subcontractor is a partnership, this Waiver and Release of Lien must be signed in the partnership name by a partner. If the Manufacturer, Material Supplier, or Subcontractor is a corporation, this Waiver and Release of Lien must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF CONTRACTOR

_____ certifies that he/she is the
_____ of _____,
TITLE NAME OF CONTRACTOR
the Contractor, in a Construction Contract No. _____ AK30-HBC-CL.2507
dated _____, 20 _____, entered into between the Contractor and
_____ Cordova Electric Cooperative _____, RUS designation _____ AK-30
NAME OF RUS BORROWER

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

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

NAME	KIND OF MATERIAL OR SERVICES
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____ By _____
Date President

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

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. *KNOW ALL PERSONS that we,* _____

_____ *as Principal, and*
_____,
as Surety, are held and firmly bound unto Cordova Electric Cooperative
_____ *(hereafter called the "Owner")*
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed _____ *dollars (\$ _____), as*
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;
2. *WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*
project known as Humpback Creek Storage Project & Crater Lake Water and Power Project.
3. *NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the*
Principal, and
- a. *the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and*
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of
labor and material furnished for the project as may be specified in the bid, or
- b. *in the event of the failure of the Principal to execute such contract documents, if any, and give such*
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void, otherwise
to remain in full force and effect.

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

_____ day of _____, 20_____.

Principal (Seal)

ATTEST:

By _____

Secretary

Title

Surety (Seal)

ATTEST:

By _____

Secretary

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," 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 it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

- (1) 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.
- (2) 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.

Cordova Electric Cooperative
Humpback Creek Storage Project &
Crater Lake Water and Power Project

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Cordova Electric Cooperative
Humpback Creek Storage Project &
Crater Lake Water and Power Project

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

Contractor's Request for Information (RFI) Form

Technical questions regarding this solicitation should be submitted no later than 5:00 pm local time on September 4th, 2025 utilizing this RFI Form. Email completed RFI forms in Microsoft Word format to ckoplin@cordovaelectric.com , lstavig@cordovaelectric.com, jmoran@tothassociates.com and molson@tothassociates.com . RFIs not submitted in compliance with these instructions may not be acknowledged. Please use a separate form for each inquiry.

Project: Humpback Creek Storage Project & Crater Lake Water and Power Project

Owner: Cordova Electric Cooperative

Bid Due Date: September 25th, 2025

RFI # (To be Assigned by Toth): _____

TO BE COMPLETED BY CONTRACTOR

Information Requested (include drawing number or specification page number, if applicable):

Submitted By:

Date:

TO BE COMPLETED BY TOTH & ASSOCIATES

Response:

Response By:

Date:

Exhibit E:

Construction Specifications

EXHIBIT E:

Construction Specifications

1. Project Schedule

Milestone	Milestone Completed
RFP Release	August 14 th , 2025
Mandatory Pre-Proposal Conference	August 21 st , 2025 @ 10:00 AM Alaska Time
Proposal Submission Deadline	September 25 th , 2025
Contract Award	October 14 th , 2025
Design Completion	June 30 th , 2026
Mobilization & Construction Start	September 1 st , 2027*
Project Completion Date	August 29 th , 2031**
Funding Cutoff Date	September 30 th , 2031***

* Both projects will mobilize concurrently.

**Liquidated Damages described in RUS Form 200 page 11 will be applied based on number of days "Project Completion Date" is late.

**Project must be completed by this date per funding requirements.

***Liquidated Damages-Failure to Meet RUS Funding Deadline: If the project exceeds the Funding Cutoff Date a lump sum cost, per project of \$35,000,000 will be applied towards the Design-Builder.

Project Specific Schedule

Crater Lake Water and Power Project	
Design Completion	June 30 th , 2027
Mobilization & Construction Start	September 1 st , 2027
Project Completion Date	February 1 st , 2030

Humpback Creek Storage Project	
Design Completion	June 30 th , 2027
Mobilization & Construction Start	September 1 st , 2027
Project Completion Date	February 1 st , 2029

1.1. Commencement and Completion of Design. Every reasonable effort will be made to permit the Contractor to maintain a continuous construction operation. However, this may not, in all instances, be possible due to contingencies that are outside of the control of the Owner such as extreme weather events. Such eventualities will be subject to Article II, Section 1b of the contract RUS Form 200; under these circumstances, the Contractor shall not be entitled to extra compensation for non-continuous operations.

1.2. Subject to Interruption. The Contractor's work on existing Storage or Power Projects are continuously subject to the approval of the Owner's designated representative. The Owner reserves the right to stop any and all work on existing projects deemed not satisfactory. The Contractor will not be entitled to any additional compensation for reasonable stoppage of work on existing projects.

1.3. Material Delivery.

1.3.1. Owner Specified Materials. All OSMs will be available for pickup at the laydown yard.

2. Scope of Work

2.1. Introduction. The contractor shall provide all design services, labor, equipment, materials, supervision, and facilities necessary to complete the projects, in compliance with RUS New ERA requirements, including the Buy American Provision. The scope includes:

2.2. Design Services

2.2.1. Develop complete electrical, mechanical, civil, geotechnical, survey, and structural designs for HBC and CL, starting from CEC's 35% HBC design and CL feasibility/geotechnical studies.

2.2.2. Incorporate HBC's smaller dam design and CL's alternate penstock/lake tap configuration.

2.2.3. Ensure project meets commercially available technology requirement and New ERA energy efficiency standards.

2.2.4. Provide support to Toth & Associates in the preparation of the Engineering Power and Cost Study.

2.3. Construction Services:

2.3.1. Execute site work, including tunneling, dam construction, penstock installation, and powerhouse upgrades, using U.S.-produced materials per the Buy American Provision.

2.3.2. Display USDA standard infrastructure investment signage.

2.3.3. Ensure construction adheres to RUS standards and project specifications.

2.4. Procurement:

2.4.1. Identify and procure long-lead items (e.g., turbines, generators, penstock materials) and ensuring all materials comply with the Buy American Provision.

- 2.4.2. If waivers are needed (e.g., non-availability of U.S.-produced items), provide justification and obtain RUS approval prior to procurement.
- 2.4.3. Must provide a list of all engineering, procurement, and construction contracts it intends to use on the Projects, with a brief description and cost estimate of each contract ensuring all materials meet the Buy American Provision or have approved waivers.

2.5. Permitting:

- 2.5.1. Secure all municipal, state, and federal permits, including NEPA compliance.
- 2.5.2. Coordinate with agencies (e.g., U.S. Army Corps of Engineers, Alaska Department of Environmental Conservation, State Historic Preservation Office and City of Cordova).

2.6. Construction Administration:

- 2.6.1. Identify each subcontractor, whether they are assigned to HBC, CL or Both, and the specific tasks they are performing.
- 2.6.2. Manage subcontractors, quality control, and RUS compliance including Buy American.
- 2.6.3. Submit quarterly progress and financial reports to CEC and RUS, per New ERA requirements, including certification of Buy American compliance.

2.7. System Commissioning and Closeout:

- 2.7.1. Commercial operation of the project must be achieved and subsequent successful testing of the Project is conducted to the satisfaction of RUS in advanced prior to September 30, 2031.
- 2.7.2. Provide as-built drawings, operation manuals, RUS-required closeout documentation and Buy American compliance records.

- 3. Construction Activities and Commissioning.** Construction activities and commissioning performed by the Contractor shall consist of necessary material handling, technical advisory services, supervision, labor and construction to install and make ready for turnover of the Facilities. Contractor will perform construction services required to complete the work as described below and in the accompanying specifications. The construction activities and commissioning, as a minimum, shall include the following:

- 3.1.1. Site preparation, including appropriate disposal of spoils. Cutting or clearing of brush that is incidental to the work is the responsibility of the Contractor and will not receive additional compensation unless agreed to in a change order before the work is completed.
- 3.1.2. Materials handling, including receiving (or picking up) and storing materials, offloading direct-delivered materials, incidental trips to Owner's warehouse for miscellaneous items, loading and unloading of materials, moving materials to their work location, and insurance to cover loss of the materials, etc.
- 3.1.3. Construction services and third-party testing for the following:

- 3.1.4.** Scheduling of activities, including coordination with Others onsite.
 - 3.1.5.** Temporary office space, warehouse, sanitation, heating, telephone, site security, staff accommodations and housing, and tool room facilities and supplies as required for the performance of the field services included in the scope of services.
 - 3.1.6.** Temporary utilities such as water, electric lighting, electric power, fire protection, and sanitary facilities, where necessary.
 - 3.1.7.** Erection aids including cranes, scaffolding, tools, consumable supplies and expendable devices as required for the work.
 - 3.1.8.** Clean up, removal, and disposal of trash, litter, garbage, and for the restoration of all areas used during the course of this contract. Contractor shall be responsible for appropriate and legal off-site disposal of any nonhazardous or non-contaminated material that is encountered during construction.
 - 3.1.9.** Compliance with all federal, state, and local ordinances. Construction delays associated with non-compliance with regulations including the foregoing shall not be considered excusable delays.
 - 3.1.10.** Locating all potentially conflicting telephone, water, gas, electric, sewer, fiber optic, TV cables or other utilities which may be encountered during the performance of the work and taking every precautionary measure to protect those lines and appurtenances both above and below the ground surface. Any damages caused by the Contractor to any underground installation including wires, cables, gas, oil or water pipes, drainage tiles, road culverts are the sole responsibility of the Contractor.
 - 3.1.11.** Providing adequate construction access roads to and throughout the site and maintaining all natural drainage and water course unobstructed or providing other equal courses effectively placed. The Contractor shall maintain the access and drainage facilities in such a manner as to afford vehicular access to the major work areas and prevent accumulations of surface water. There shall be no additional compensation for installation or removal of temporary culverts, access roads, or other related items that may be used during construction to access the ROW.
 - 3.1.12.** Warning signs, flagmen, trench covers, etc. as required for public safety and state and county regulations. Display USDA standard infrastructure investment signage.
 - 3.1.13.** Completion of Punch List Items prior to Final Acceptance. Contractor shall cause its work involving Punch List Items to be complete prior to Final Acceptance and completion of such items shall not to interfere with operation of the facilities.
 - 3.1.14.** Upon completion of the construction of the facilities, the Contractor and Owner's representative shall perform a walkthrough of the complete installation to determine if conditions required for Completion have been satisfied. The Contractor shall deliver to the Owner a written notice certifying Construction Completion.
- 3.2. Exclusions.** The following activities are not included in the Contractor's scope of work:

3.2.1. Intentionally Blank.

4. Owner-Furnished Materials

4.1. See RUS 200, Article 1, Section 9.

5. Safety

5.1. The Contractor shall be solely responsible for the safety of the Contractor's crews, the general public and others for all work related to the construction of this project by the Contractor. The Contractor is responsible to initiate, maintain, and supervise all elements of Contractor's safety program. Contractor shall also comply with all reasonable safety standards, rules, or requirements promulgated by Owner, if any

6. Reporting

6.1. Reporting: Submit quarterly progress and financial reports to CEC, per New ERA guidelines, including Buy American compliance certification.

6.2. The Contractor shall maintain appropriate Safety and Accident Reports for Contractor and Subcontractors; the Contractor shall timely submit a copy of each Accident Report to the appropriate Owner's representative.

7. Additional Terms of Payment

7.1. Refer to Article IV, Section 1 of the RUS 200.

7.2. Change Orders. Prior to approval, all change orders must be submitted in writing, prior to any work being performed to the Owner/Engineer. The submittal shall include the following:

1. Reason change order is necessary.
2. Cost estimate to do the required work that is either not clearly defined or outside the scope of work defined by the contract. (Include T&E estimates).
3. If this work will extend the completion date stated in the Contract.

Upon receipt of the submittal, the Engineer will review and approve or reject the Change Order as soon as possible to cause minimum interruption to the flow of work or delays in schedule.

If the Change Order is approved, the Engineer will notify the contractor in writing that work can proceed. The approved Change Order may be submitted for payment after all work is completed and inspected by the Engineer or a member of the Engineers/Owners group. If the cost of the Change Order is greater than the estimated cost, the Change Order will require further review and documentation justifying the increase, before payment can be made. No Change Order will be approved without the above requirements being met.

8. Technical Requirements and Specifications

8.1. General. The technical requirements and specifications in this contract describe the minimum level of quality of materials and work. The project shall be constructed in accordance with the parameters of the contract. Details are further specified in the Contractor's Proposal Information, Construction Drawings, and Construction Specifications provided in this and other Exhibits and incorporated herein by reference.

8.1.1. If the Contractor identifies an ambiguity in the specifications or drawings, it is the Contractor's responsibility to disclose any and all such ambiguities as well as the Contractor's corresponding assumptions as part of its initial bid. If the ambiguity leaves room for the Contractor to choose from multiple options, the Contractor shall base its bid price on the more conservative option and state what option was selected. As such, any further clarifications by the Engineer regarding such ambiguity should only serve to reduce the cost; no additional compensation for said ambiguity will be given.

8.1.2. If a discrepancy arises between the Contractor's interpretation of the design or specifications and the Owner's interpretation of the same, the Contractor understands and hereby agrees to perform and if necessary re-perform its work to the Owner's satisfaction at no additional cost to the Owner.

8.1.3. All work which is manifestly necessary to carry out the intent of the drawings and specifications or which is customarily performed for such work shall be included in the Contractor's proposal unless expressly indicated otherwise.

8.1.4. The Contractor is required to define any deviations from this specification, which, in the opinion of the Contractor, would improve the quality, appearance or performance or the facility. The deviations from these documents require written approval by Owner.

8.1.5. The work shall conform to the applicable RUS standards, NESC standards, and the codes and standards referenced in the specifications.

8.2. Materials

8.2.1. No Contractor furnished material shall be substituted for material provided by the Owner. Contractor shall not provide material to replace material originally furnished by Owner which was lost, stolen, damaged, or otherwise not available for use unless written approval is provided by Owner. Contractor shall be responsible for the replacement cost of material that is lost, stolen, damaged or not otherwise available for use including labor, transportation, and related expense to load and transport replacement material for the original material supplied by the Owner which was lost, stolen, damaged, or otherwise rendered unserviceable after being issued to the Contractor.

8.2.2. In addition to the requirements of Article I, Section 2 of the RUS Form 200 with respect to Contractor Furnished Material, it shall be the Contractor's further responsibility to ensure that Contractor Furnished Material meet the Owner's internal standards for material.

9. Work to be Completed by Others

9.1. At times, while the contractor is on site, the Owner/Engineer and others may also be on site to accomplish work. All parties shall coordinate with the Owner and each other to ensure work is completed per the specifications and in a safe manner. Other on-site personnel may include, but not be limited to:

9.1.1. Owner/Owner Representative

10. Construction Signage: Display USDA standard infrastructure investment signage.

11. Buy American Provision: All iron, steel, manufactured products, and construction materials must be U.S.-produced, per the Inflation Reduction Act. Contractors must provide documentation of domestic sourcing, maintain compliance records, and seek RUS approval for any waivers, justifying non-availability, unreasonable cost, or public interest.

00800 SUPPLEMENTARY GENERAL CONDITIONS

00880 Special Provisions

The following Special Provisions apply to all work under the Contract and refer particularly to special requirements for construction activities at the Humpback Creek Project.

<u>LIST OF SPECIAL PROVISIONS</u>	
<u>Number</u>	<u>Provision Title</u>
SP - 1	DRUG FREE PROJECT
SP - 2	WEAPONS
SP - 3	CONTRACTOR USE OF PROJECT FACILITIES
SP - 4	RECREATIONAL USE OF THE SITE
SP - 5	WILDLIFE
SP - 6	DISPOSAL OF WASTES
SP - 7	WASTEWATER
SP - 8	BURNING ON-SITE
SP - 9	CONTRACTOR CAMP
SP - 10	CONTRACTOR FUEL STORAGE AREA
SP - 11	BORROW AREAS
SP - 12	SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) PLAN
SP - 13	VEHICLE OPERATION ON PROJECT
SP - 14	ENVIRONMENTAL PROTECTION
SP - 15	MEALS FOR OWNERS' PERSONNEL

SP-1 DRUG FREE FACILITY

The Humpback Creek Project, including all project lands and plant, is a drug-free facility. Accordingly, the possession and/or use of illegal drugs, alcohol and/or other controlled illegal substances are prohibited on all areas of the Humpback Creek Project. Abuse will result in immediate and permanent dismissal from project.

SP-2 WEAPONS

Possession of firearms within the Humpback Creek Project Boundaries is permitted subject to approval by Owner, but discharge of firearms or use of other weapons is not allowed except for the protection of human life. Firearms and other weapons are not allowed on-site unless specifically approved, on a case-by-case basis, by the Owner.

SP-3 CONTRACTOR USE OF PROJECT FACILITIES

A - Humpback Creek Project roads, pads and staging areas are for use only in activities directly associated with the operation, maintenance and construction of project facilities and, as such, are not for non-project related uses of any kind unless permitted separately by the Owner on a case-to-case basis. Contractor must familiarize with water and septic systems at the contractor staging/laydown area near the CEC bunkhouse and thoroughly review, understand, and post on site The Eyak Corporation Land Use Agreement executed with CEC for use of the Eyak Road to the intake site.

B - Contractor (and subcontractor) personnel are to confine their activities to the project areas relevant to the work under this contract and to the contractor staging area and camp facilities provided thereon by the Contractor. No travel on project roads or trails is permitted beyond the Intake/Diversion project work area except as approved by the Owner and/or The Eyak Corporation on a case-by-case basis.

SP-4 RECREATIONAL USE OF THE SITE

The following stipulations regarding recreational use of the Humpback Creek Project lands have been agreed between Cordova Electric Cooperative (CEC) and The Eyak Corporation and shall apply to the Contractor and his employees.

A - All employees, contractors, employee's families and employee's guests will not be allowed to hunt or fish on The Eyak Corporation Land without the employee acquiring the appropriate permit from The Eyak Native Corporation. This does not, however, allow fishing or hunting or other recreational activities at the project site without the additional permission of CEC.

SP-5 WILDLIFE

Encounters with wildlife may occur. Animals are not to be harmed in any way. If construction activities pose harm to wildlife, and the wildlife does not leave, consult with your management and notify the Owner.

The following stipulations regarding bears on the Humpback Creek Project lands have been agreed between Cordova Electric Cooperative (CEC)) and The Eyak Corporation and shall apply to the Contractor and his employees. Bear Safety orientation will be provided on request to CEC.

“There is a large concentration of bears in the Humpback Creek Project area. Therefore, it is imperative that a Bear Safety Program is implemented to mitigate the possibility of conflict between personnel and a bear. The Bear Safety Program shall consist of:

- A - Garbage handling will be done by incineration.
- B - There will be no feeding of wildlife.
- C — Bear incident reporting forms will be completed upon any incident with a bear in the project area. The reporting form will be kept by CEC management.

SP-6 DISPOSAL OF WASTES

- A - Disposal of solid wastes shall be off-site, at an approved landfill and in a manner meeting local, State, and Federal regulations.
- B - Chemical and petroleum products shall be removed and disposed of off-site in a manner as directed by regulation.
- C - Putrescible wastes (garbage) shall be removed and disposed of off-site or incinerated at Contractor's camp in an approved manner at least three (3) times per week. Contractor shall coordinate a schedule for this activity with the Owner.
- D - No outside garbage storage will be allowed. All garbage shall be stored in closed buildings or bear-proof enclosure/containers prior to incineration or transport to approved off-project disposal.

SP-7 WASTEWATER

All sanitary wastewater flow from Contractors operations shall be collected into the septic system provided at the CEC bunkhouse, or into portable units, pumped and delivered to an approved location for off-project disposal or, if acceptable to CEC, for disposal via the on-site domestic wastewater disposal system (septic system).

SP-8 BURNING ON-SITE

Burning of burnable construction debris will be permitted on-site. Contractor must obtain a Cordova Fire Department burn permit and comply with the directives of the Cordova Fire Department when burning debris. All construction debris not burned shall be removed from within the project boundaries and disposed by Contractor at a permitted landfill or other permitted solid waste disposal area.

SP-9 CONTRACTOR CAMP

- A - Contractor's Camp shall be fully self sufficient and self-contained. The Contractor Staging Area located near the power plant will be used for Contractor staging and camp. The site is provided with access to telephone lines for telephone service. Single phase electric power service (up to 50 KVA) will be available. Onsite water supply and sanitary waste disposal systems with connection points are available in or near the CEC bunkhouse. Non-potable water may be pumped from surface water sources or taken from the penstock. No other camp location is approved within the Project Boundaries.
- B - Contractor shall provide and install, commission and operate the contractor- provided potable water system at the time his camp is set up and decommission the system when the camp is demobilized. The connection point to the potable water source is at a pump site approximately 125' East of the CEC Bunkhouse. Treatment of non-potable water, commissioning and decommissioning the water system shall be the responsibility of the contractor. Potable water storage shall be provided by the Contractor appropriate to the camp population. At decommissioning, remove all contractor installed facilities unless otherwise agreed with CEC.
- C - Contractor shall commission the onsite domestic waste treatment and disposal system (septic system) at the time his camp is set up and decommission the system when the camp is demobilized. The connection point to the on-site system is at the cleanout near the CEC Bunkhouse. Commissioning and decommissioning shall be the responsibility of the contractor. At decommissioning, the Contractor shall flush and remove all contractor-installed gray-water and black-water collection piping in the camp area and connecting to the sanitary system connection point, pump-down the septic tank and remove the pumped-out waste to an off-project disposal site approved by ADEC.
- D - Contractor connection to telephone and electric power for the camp will be at or near the CEC Bunkhouse, contractor must make all hook-up and disconnect arrangements and pay connect fees for the contractor phone lines and fax. Contractor is responsible for all long distance telephone/FAX usage.
- E — Single Phase Electric power will be available at the contractor staging area up to 50kVA and electricity usage will be metered at current CEC rates. Contractor shall provide a meter base meeting CEC's specifications, make all hook-up arrangements and pay

for the service use and for the disconnect and service removal at the completion of the project. Contractor will provide approved meter base and service entrance to Contractor facilities. CEC specifications are available upon request.

- F - Contractor shall provide all electric power he may need at construction sites using portable generator(s).

SP-10 CONTRACTOR FUEL STORAGE AREA

Contractor shall provide fully contained facility for any fuel tankage, whether self-diking or non-self-diking type tanks. As a minimum, the Contractor tankage shall be contained within a diked containment structure equivalent to the containment illustrated on the attached sketch CEC Std Dwg HBCA-1 “Fuel Tank Containment Dike **Arrangement**”. Pumping equipment shall be within the diked area and hoses and nozzles shall be stowed within the diked area except during actual, active refueling of a piece of equipment.

SP-11 SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) PLAN

The Contractor shall provide his Spill Prevention Control and Countermeasure (SPCC) Plan to the Owner prior to bringing any fuel on-site. The Contractor shall comply with Section 01800 Environmental Protection, of the Specifications and the ESCP.

SP-12 BORROW AREAS

Designated borrow material sources are as designated on the drawings.

SP-13 VEHICLE OPERATION ON PROJECT

The following stipulations regarding vehicle operation on the Humpback Creek Hydroelectric Project lands have been agreed between CEC and The Eyak Corporation and shall apply to the Contractor and his employees. Stipulations A through C are CEC project operating rules.

- A - Equipment and vehicles will be operating from time to time over a road adjacent to the Bunkhouse Area. The speed **limit in the Bunkhouse and Powerhouse Areas is 10mph.**
- B - The Project road vehicle speed limit is “the speed which is designated for routine operating conditions but not to exceed 35 mph “unless otherwise restricted or permitted by the Owner.
- C - All tidal transportation will be restricted to the existing causeway from mean low water to the bunkhouse as marked by CEC.

SP-14 ENVIRONMENTAL PROTECTION

It is emphasized to Contractor and his personnel and subcontractors and suppliers that they shall comply with all requirements of the Contract related to environmental protection while on Project Lands. Refer to Specifications **Section 01800, Environmental Protection** and **Section 01900** for required ESCP.

SP-15 MEALS FOR OWNERS PERSONNEL

Contractor shall provide three meals per day for Owners Designated personnel for the duration of the field construction portion of the Work. Meals will be taken with the Contractor's crew at regular meal times. Owner will notify Contractor of the anticipated number of Owner-designated personnel meals weekly. The contractor shall bid the meals at a flat rate per meal.

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