MAJOR SUPPLY AGREEMENT
(NO INSTALLATION SERVICES)

This Major Supply Agreement (No Installation Services) ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_, 2025 ("**Effective Date**") by and between **Otter Tail Power Company, a Minnesota corporation,** hereafter referred to as ("**Owner**"), and ("**Supplier**") whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Supplier is:

 A corporation of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or

 A limited liability company of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or

 An individual doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or

 A partnership consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or

 Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

"**Party**" or "**Parties**" refers to Owner and/or Supplier, either individually or collectively, depending on the context in which the terms are used.

Except as otherwise provided in the Contract Documents, all notices required or permitted to be given hereunder shall be in writing, signed by a duly authorized representative of the Party giving such notice and will be deemed given when received by personal delivery, recognized express courier, or electronic mail (immediately followed by recognized express courier) to the other Party at the address designated below:

**To Owner**: Otter Tail Power Company

 215 S. Cascade St.

 Fergus Falls, MN 56537

 Attn: Jeremy Rham, Project Manager

 jrham@otpco.com

***With a copy to***: Otter Tail Power Company

 215 S. Cascade St.

 Fergus Falls, MN 56537

 Attn: Alex Wolfram, Sourcing Strategist

 awolfram@otpco.com

**To Supplier**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**RECITALS**

A. Owner has caused to be prepared specifications and related documents for the supply of NDTA Direct Embedded Steel Poles, as more fully defined in the Contract Documents and hereinafter referred to as the "**Work**," and has solicited proposals with respect to such Work; and

B. Supplier has submitted to Owner in the manner specified, a proposal for providing the Work and has from time to time supplemented such proposal; and

C. The Parties, following discussion, have agreed upon the definitive terms, conditions, prices, specifications, and procedures setting forth their agreement for purchase by Owner of related materials and services to be furnished by Supplier under this Agreement.

AGREEMENT

Owner and Supplier, in consideration of the foregoing Recitals, all other covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to all that follows below.

1. **TERMS AND CONDITIONS**.

The terms and conditions that govern this Agreement shall be those expressly contained or referenced herein and in the Contract Documents defined in Section 2 including without limitation, the General Conditions for this Agreement ("**General Conditions**"). Any other terms and conditions in any exhibits or documents made part of this Agreement do not apply unless noted herein and agreed to in writing by the Parties.

2. **CONTRACT DOCUMENTS**.

This Agreement consists of the following documents ("**Contract Documents**") and all exhibits and attachments thereto, each of which is incorporated by reference herein. The Contract Documents are listed in their governing order from highest to lowest. In the event a conflict or inconsistency exists between the Contract Documents, such conflict or inconsistency shall be resolved in favor of the higher-ranking document. Any Change Orders or an amendment to a Contract Document shall rank higher than the documents they revise or change to the extent they conflict or are inconsistent with the original documents, and in all other circumstances they shall share the same precedence classification as the original documents they revise or change.

This Major Supply Agreement (No Installation Services)

Exhibit A – General Conditions for Major Supply Agreement (No Installation Services)

Exhibit A1 – Special Terms and Conditions Flow Down Requirements

Exhibit B –- Specification for Tubular Steel Structures

Exhibit B1 – Drawings

S3HA-115-18

S3MA-115-18

SDE-0060-115-18

SHT-115-14

SHT-230-18

Exhibit C – Insurance Requirements

Exhibit D –Lien Waiver Form(s)

Exhibit E – Project Schedule

Exhibit F – Schedule of Values

Exhibit G – Not Applicable

Exhibit H – Completion Forms

Exhibit I – Change Order Form

Exhibit J – Not Applicable

Exhibit K – Not Applicable

Exhibit L – QA/QC

3. **TERM**.

Unless earlier terminated pursuant to the terms and conditions of this Agreement, the term of this Agreement is from the Effective Date through Final Acceptance of all Goods required to be proicded under the Agreement, subject to Article 40 ("**Survival**") of the General Conditions.

4. **SCOPE OF WORK**.

Supplier agrees to furnish all Goods identified in Exhibit F – Schedule of Values in accordance with Exhibit B – Specification for Tubular Steel Structures and Exibit B1 – Drawings.

5. **PRICE AND PAYMENTS**.

5.1 The total price for the Work shall be based upon Exhibit F – Schedule of Values. This total price is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and is firm and fixed unless modified by a Change Order approved in writing through the formal Change Order process outlined under this Agreement. Supplier shall present all requests for a Change Order in writing to the Owner within ten (10) days after the occurrence giving rise to such request

5.2 Shipping terms are FOB Destination, Prepaid.

5.3 Payment terms are net thirty (30) days from receipt of invoice. Five (5%) percent of each invoice will be withheld as retainage from payment until Work is complete and Final Acceptance is completed by Owner.

6. **INVOICES.**

Invoices may be submitted electronically to sourcing@otpco.com

**ATTN: Jeremy Rham**

7. **TAXES**.

Supplier shall process and pay all sales, use and other taxes that are lawfully assessed in connection with the Work. The actual amount of sales, use and other taxes paid by Supplier shall be shown as separate items on all invoices.

8. **COMPLIANCE WITH GRANT AGREEMENTS AND FEDERAL FUNDING REQUIREMENTS**

* 1. Supplier acknowledges that the Project is partially funded with federal grant funds and that Owner are subject to one or more sub-recipient agreements with governmental entities in connection with such funding (collectively, the “Grant Agreements”). Supplier shall perform its services under this Agreement in full compliance with all applicable requirements of the Grant Agreements and with all laws, regulations, rules, executive orders, and guidance applicable to recipients or sub-recipients of federal funds, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200.
	2. Supplier shall not take any action, or fail to take any action, that would result in a violation or breach by Owner of the Grant Agreements or any condition of federal funding. Supplier shall cooperate fully with Owner in ensuring ongoing compliance with the Grant Agreements and shall timely provide all certifications, documentation, reports, and access to records or personnel reasonably required by Owners or any governmental entity to evidence such compliance.
	3. Supplier shall ensure that all subcontractors or subconsultants performing work in connection with this Agreement are bound in writing to the same obligations imposed on Supplier under the Contract Documents, including without limitation this Article 8. Supplier shall promptly notify Owner in writing upon becoming aware of any actual or potential noncompliance related to federal grant requirements or any action or inaction that would be in breach of the Grant Agreements, whether by Supplier or any subconsultant, and shall immediately take all steps to cure or mitigate such noncompliance at Supplier’s sole cost and expense.
	4. To the fullest extent permitted by law, Supplier shall indemnify, defend, and hold harmless Owner, their affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, penalties, costs, and expenses (including reasonably attorneys’ fees and costs of enforcement) arising out of or related to any failure by Supplier or its subconsultants to comply with the obligations of this Article 8.
1. **PRODUCTION AND DELIVERY SCHEDULES**

9.1 Supplier is to provide weekly updates of production schedules containing structure type and sizes being completed that week. Additionally list the date production has started, estimated completion date, estimated shipping date, and projected delivery date for a period of two weeks. This update should be in Excel format and electronically transmitted to awolfram@otpco.com and jrham@otpco.com.

9.2 Supplier shall notify via email awolfram@otpco.com and jrham@otpco.com when a load being shipped, and provide a list of structures on each shipment.

9.3 Owner shall provide specific deliver instruction and or location updates to Supplier upon notification when a load is ready for shipment.

9.4 Delivery, storage and handling shall be in accordance with the specifications set forth in section “1.6 DELIVERY, STORAGE AND HANDLING” of Exhibit B – Scope of Supply – Specification for Tubular Steel Structures.

9.5 Supplier’s delivery trucks are to contact To Be Determined at To Be Determined a minimum of 48 hours prior to deliveries. Delivery drivers who fail to provide notice may have to wait to be unloaded.

10. **SUBMITTALS**

Submittals shall be in accordance with the specifications set forth in section “1.5 SUBMITTALS” of Exhibit B – Specification for Tubular Steel Structures. All submittals shall be electronically transmitted to:

Jordan Heikes

jbheikes@otpco.com

Andrew Specht

aspecht@otpco.com

Kyle Frigaard

kfrigaard@otpco.com

CC: Alex Wolfram

awolfram@otpco.com

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**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the duly authorized representative(s) of the Parties hereto has read all the exhibits and Contract Documents referenced herein and executed this Agreement.

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| --- | --- |
| ACCEPTED: | ACCEPTED: |
| **SUPPLIER**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized SignaturePrint Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **OWNER****OTTER TAIL POWER COMPANY**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized SignaturePrint Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |