



# Request for Proposal (RFP)

NDTA – Line Hardware

Date July 11, 2025

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## 1.0 Proposal Information

### Summary:

Otter Tail Power Company (“OTP”) is seeking a proposal for the North Dakota Transmission Authority Grant Project for Transmission and Distribution Line Hardware located in North Dakota. This project is in support of a federal/state funded award and is subject to federal regulations

The North Dakota Transmission Authority (Authority) was created by the North Dakota Legislative Assembly in 2005 at the request of the North Dakota Industrial Commission. The Authority’s mission is to facilitate the development of transmission infrastructure in North Dakota. The Authority was established to serve as a catalyst for new investment in transmission by facilitating, financing, developing and/or acquiring transmission to accommodate energy production. The Authority is a builder of last resort, meaning private business has the first opportunity to invest in and/or build needed transmission.

The Project will provide increased awareness of grid conditions and enable new and more efficient processes, allowing us to reduce the magnitude and duration of grid outages caused by major disruptive storm and non-storm events. It will also increase grid and customer resiliency by reducing the frequency and impacts of grid outages. By utilizing grant funding, OTP can lower the costs of these grid modernizations enhancements for customers and continue to provide low-cost energy access to disadvantaged and underserved rural communities. Lastly, these funds will help accelerate the maturation of new technology components leveraged to improve grid resiliency.

This project is subject to the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and U.S. Department of Energy requirements. All iron, steel, manufactured products, and construction materials used in the performance of this contract must be produced in the United States. The Supplier is responsible for ensuring that all materials supplied by subcontractors or vendors comply with BABA requirements.

OTP is a wholly owned operating company of Otter Tail Corporation (OTC). OTC is a diversified company with holdings in a variety of industries and is listed on the NASDAQ as OTTR. OTP is an electric utility headquartered in Fergus Falls Minnesota. OTP’s operations include the production, transmission, distribution and sale of electric energy to approximately 130,000 customers throughout a 70,000 square mile area across Minnesota, North Dakota, and South Dakota. OTP has ownership in two coal-fired plants, several wind energy centers, multiple combustion turbine generators, several solar facilities, and several hydro-electric generating plants.

OTP must operate in strict compliance with applicable laws and regulations at the federal, state, and local levels. We are committed to ethical behavior and expect you—our suppliers—to demonstrate that commitment every day. We have clarified these ethical expectations in our Contractor Code of Business Ethics.

OTP works diligently to ensure that our employees are treated equally and with respect and dignity. Our Human Rights Policy prohibits any form of forced labor, harassment (physical or emotional) or discrimination. OTP complies with all child labor laws and does not employ prison laborers. We are committed to the protection of employee's freedom of expression and freedom of organization and assembly. OTP expects that all suppliers will adhere strictly to the laws and regulations that protect human rights in their operating region. While we do not control our supplier's practices, we state our commitment to these principles to all of our direct suppliers.

Our Contractor Safety Policy is based on the premise that safety is paramount. Contractors must be committed to safe working practices, maintaining property and equipment in safe working condition, and requiring compliance with all applicable safety rules practices and procedures.

In OTP's contract Terms and Conditions, we seek affirmation of our suppliers' commitment to our Contractor Code of Business Ethics, which references the Human Rights Policy, and the Contractor Safety Policy as it is applicable to the Work. The most recent version of these resources can be found at [Contractors | Otter Tail Power Company \(otpc.com\)](http://Contractors | Otter Tail Power Company (otpc.com)).

This Request for Proposal ("RFP") is for the execution of supply as described in Section 2.0 Scope of Supply.

This RFP is requesting Supplier ("Bidder") respond in a manner as outlined below.

### **1.1 Notification, Due Date, and OTP Contacts**

Bidder shall indicate their intent to bid by brief e-mail to [awolfram@otpc.com](mailto:awolfram@otpc.com) on or before : July 25, 2025.

**Proposal Due Date:** 5:00 p.m., CT August ,22 2025.

Successful Bidder must be willing to enter into the Commercial Agreement and General Terms and Conditions set forth in Section 3.0 of this RFP.

Completed proposals and questions may be directed to:

Tony Nelson  
[tnelson@otpc.com](mailto:tnelson@otpc.com)  
Otter Tail Power Company  
215 S. Cascade Street  
Fergus Falls, MN 56537  
(218) 739-8728  
(Technical questions)

Alex Wolfram  
[awolfram@otpc.com](mailto:awolfram@otpc.com)  
Otter Tail Power Company  
215 S. Cascade Street  
Fergus Falls, MN 56537  
(218) 739-8789  
(Commercial questions)

Questions can be submitted via e-mail directly or using Attachment 2 at the end of this RFP. Questions and answers will be shared with all bidders.

## **1.2 Disclaimer**

OTP has the right at any time to amend, supplement, or withdraw this RFP, for any reason or no reason, and to enter into discussions or interviews with any one or more bidders, or none. OTP may, in its discretion and without limitation, refuse any and all proposals.

Issuance of this RFP does not imply that OTP will be making an offer to do business with any RFP recipient. This RFP is not an offer or commitment and is not capable of being accepted to form a binding agreement. A contractual obligation would arise only if and when definitive agreements have been approved and executed by the appropriate parties having authority to enter into and approve such agreements.

## **1.3 Incurred costs**

OTP is not responsible for expenses related to the development, submission, or presentation of proposal responses or any follow-up responses.

## **1.4 Non-Disclosure**

Bidder agrees the terms of the RFP and all other information provided by OTP in connection with the RFP is to be treated as strictly confidential and proprietary. These materials are to be used by the Bidder solely for the purpose of responding to the RFP. access shall not be granted to third parties except upon OTP's prior written agreement of the intended third party to treat the materials as confidential.

All responses returned to OTP shall be considered as confidential business information between the Bidder and OTP.

## **1.5 Non-Collusive Bidder Certification**

By submitting a proposal, the Bidder certifies that; (a) the prices in its proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor; (b) the prices quoted in its proposal have not been and will not be knowingly disclosed, directly or indirectly, by the Bidder to any other supplier or competitors prior to the final date for submission of such bid; and (c) no attempt has or will be made by the Bidder to induce any other person, partnership or corporation to submit a proposal, or not to submit a proposal (complementary or otherwise), for the purpose of restricting competition.

## **1.6 Additional Bidder Certification**

By submitting a proposal, the Bidder also certifies that it has been made aware of OTP's Contractor Code of Business Ethics, Human Rights Policy, and Contractor Safety Policy.

## **1.7 Right to Audit**

Bidder shall maintain accurate and detailed records, in accordance with generally accepted accounting principles consistently applied, of all expenditures or costs relating to any work performed under any resulting agreement. OTP shall have the right to inspect, examine, and make copies of any or all books, accounts, records, and other writings of Bidder relating to the performance or cost of any work done under any resulting agreement. These audit rights shall be extended to OTP or to any representative designated by OTP for two (2) years after the termination of the agreement. Audits shall take place at times and locations mutually agreed upon by both parties, although Bidder must make the materials to be audited available within one (1) week of the request for them. Costs incurred in undertaking the audit will be borne by OTP. Any costs incurred by Bidder as a result of OTP exercising its right to audit will be borne by Bidder.

In addition to OTP, the bidder shall provide access to the federal awarding agency and ensure that these audit and access rights are also extended to all subcontractors and subrecipients performing work under the agreement. Additionally, in alignment with 2 CFR 200.334, the right to audit should be extended for a minimum of three (3) years from the date of submission of the final expenditure report.

## **1.8 Pricing**

Bidder's proposal, including pricing, shall remain firm for a period of 90 days. Bidder shall submit a completed **"Exhibit F – Schedule of Values"** for the specified scope of work.

It is the responsibility of the Bidder to pay tax on all goods and materials affixed to real property.

## **1.09 Qualifications**

Each Supplier shall include, at a minimum, the following:

- Provide a listing of lead personnel to be involved in this project. Include resumes or other description indicating professional experience, education, work history, and responsibilities on their project.
- Provide an explanation of how services will be implemented, the people involved, time lines etc. to complete each aspect of the scope of supply.
- Supplier must have a minimum of 5 years of experience in distribution and/or supply chain management of similar line hardware

## **1.10 Exceptions**

Indicate any exceptions to the Commercial Terms and Conditions in Section 3.0 by including a redline version of exceptions and include a signed copy of the Bid Exceptions Form provided as Attachment 1 to this RFP.

### **1.11 Proposal Evaluation Criteria**

Generally, proposals will be evaluated using the following criteria:

- Qualification and experience of Bidder.
- Quality and completeness of proposal.
- Price/Financial Risk
- Bidder's acceptance of Commercial Terms and Conditions.

### **1.12 Subcontractors**

OTP reserves the right to approve or disapprove subcontractor proposed by the Bidders. Bidders will perform the majority of the work with its own forces and will utilize only subcontractors approved by OTP. Subcontractors must provide proof of insurance equivalent to limits imposed upon Bidder for work being done on or off site. Bidder shall be responsible for the acts and omissions of its subcontractors in connection with this proposal.

## **2.0 Scope of Supply**

- Exhibit B –Scope of Work



## **3.0 Commercial Agreement and General Terms & Conditions**

- 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

## **4.0 Attachments**

- 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 – Scope of Work
- Exhibit C – Insurance Requirements
- Exhibit F – Schedule of Values
- Exhibit G – Line Hardware Approved Manufacturers
- Exhibit I – Change Order Form
- Exhibit L – QA/QC
- Exhibit M – Form of Purchase Order
- Attachment 1 – Bid Exceptions Form
- Attachment 2 – Questions and Answers Template
- Attachment 3 – Sample Kitting Request

**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@otpc.com](mailto:jrham@otpc.com)

**With a copy to:** Otter Tail Power Company  
215 S. Cascade St.  
Fergus Falls, MN 56537  
Attn: Alex Wolfram, Sourcing Strategist  
[awolfram@otpc.com](mailto:awolfram@otpc.com)

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

## **RECITALS**

A. Owner has caused to be prepared specifications and related documents for the supply of NDTA Line Hardware, 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 - Scope of Work  
Exhibit C – Insurance Requirements  
Exhibit D –Not Applicable  
Exhibit E – Not Applicable

Exhibit F – Schedule of Values  
Exhibit G – Line Hardware Approved Manufacturers  
Exhibit H – Not Applicable  
Exhibit I – Change Order Form  
Exhibit J – Not Applicable  
Exhibit K – Not Applicable  
Exhibit L – QA/QC  
Exhibit M – Form of Purchase Order

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: December 31, 2026, subject to Article 40 ("Survival") of the General Conditions.

4. **SCOPE OF WORK.**

Supplier agrees to furnish all Goods in accordance with Exhibit B – Scope of Work.

5. **PRICE AND PAYMENTS.**

5.1 The Rates for the Goods shall be based upon completed Exhibit F- Scheulde of Values. These Rates are 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

5.3 Payment terms are net thirty (30) days from receipt of invoice.

6. **INVOICES.**

Invoices may be submitted electronically to [sourcing@otpc.com](mailto:sourcing@otpc.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**

8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**[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.

ACCEPTED:

**SUPPLIER**

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

**OWNER**

**OTTER TAIL POWER COMPANY**

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibit A**

## **GENERAL CONDITIONS**

### **FOR**

### **MAJOR SUPPLY AGREEMENT (NO INSTALLATION SERVICES)**



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**GENERAL CONDITIONS  
FOR  
MAJOR SUPPLY AGREEMENT  
(NO INSTALLATION SERVICES)**

1. **DEFINITIONS AND RULES OF CONSTRUCTION.**

- 1.1 Capitalized words, phrases and other expressions used herein that are not otherwise defined are defined in the Agreement. The capitalized words, phrases or other expressions used herein shall have the following meanings:

**"Agreement"** shall mean the Major Supply Agreement between the Parties hereto, and all documents and instruments thereto or arising therefrom, including the Contract Documents, (Purchase Order(s)/Work Order(s) if applicable) and these General Conditions.

**"Applicable Law" or "Applicable Laws"** shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, statutes, treaties, rules, codes, standards, licenses, certificates, franchises, permits, requirements and injunctions that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Body having jurisdiction over a specified person or entity (or the properties or assets of such person or entity), and (ii) are applicable to the Work.

**"Applicable Utility Rules"** means the rules, orders, regulations, practices, procedures and protocols established by regional transmission organizations (such as the Midcontinent Independent System Operator, Inc.), electric reliability organizations (such as the North American Electric Reliability Corporation and the Midwest Reliability Organization) and comparable Persons that are applicable to the Project and/or its operation by force of Applicable Law or Good Utility Practice.

**"Change Order"** shall mean a document issued by Owner and agreed to in writing by Supplier to amend the Agreement and/or the Purchase Order/Work Order.

**"Claim" or "Claims"** shall have the meaning set forth in Section 27.1 of these General Conditions.

**"Critical Energy Infrastructure Information"** shall have the meaning set forth in Section 25.4.4 of these General Conditions.

**"Critical Infrastructure"** shall have the meaning set forth in Section 25.4.4 of these General Conditions.

**"Design(s)"** shall have the meaning set forth in Section 28.1 of these General Conditions.

**"Documents"** shall have the meaning set forth in Section 6.1 of these General Conditions.

**"Drawings"** shall mean all (i) drawings or supplementary drawings furnished by Owner as a basis for soliciting proposals, (ii) drawings, if any, submitted by Supplier with its proposal which are included in the Agreement, (iii) drawings furnished by Owner to Supplier during the progress of the Work, and (iv) engineering data and drawings submitted by Supplier, if any, during the progress of the Work, provided such drawings are acceptable to Owner.

**"Final Acceptance"** shall occur when Owner has made its reasonable commercial determination that all Work is complete in accordance with the requirements of the Agreement, including these General Conditions.

**"Force Majeure"** shall have the meaning set forth in Section 9.6 of these General Conditions.

**"General Conditions"** shall mean this document and the terms and conditions contained or referred to herein.

**"Good Utility Practice"** means any of the practices, methods or acts engaged in or approved by a significant portion of the electric utility industry in the region during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition in a manner that: (i) is consistent with Applicable Law and Applicable Utility Rules, (ii) makes due consideration for reliability, safety and protection of equipment and the Project, and (iii) is consistent with manufacturer's recommendations and warranties. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts generally accepted in the region.

**"Goods"** shall mean the personal property to be supplied under the Agreement, including but not limited to parts, Drawings, items of merchandise, supplies, raw materials, components, intermediate assemblies, finished products and equipment.

**"Governmental Body"** shall mean any:

- (i) nation, state, county, city, town, village, district or other jurisdiction of any nature;
- (ii) federal, state, local, municipal, foreign or other government; or
- (iii) governmental or quasi governmental authority of any nature (including any governmental agency, branch, board, commission, department, instrumentality, office or other entity, and any court), in any such case exercising, or entitled to exercise, administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature over the Agreement, the performance of the Work or the Parties.

**"Owner Indemnitees"** shall have the meaning set forth in Section 27.1 of these General Conditions.

**"Owner"** shall mean the name of the entity or entities set forth as the Owner in the Agreement. With respect to actions, directives or decisions of Owner, "Owner" will also mean Owner' construction manager or its designee.

**"Party"** or **"Parties"** shall mean Owner and Supplier.

**"Project"** shall mean the entirety, or a portion of, the Work being provided by Supplier and its Subcontractors under the Agreement.

**"Project Schedule"** shall have the meaning set forth in Section 9.2 of these General Conditions.

**"Purchase Order/Work Order"** shall mean the specific authorizing document, including all documents attached thereto or referenced therein.

**"Sanctions"** shall have the meaning set forth in Section 4.3 of these General Conditions.

**"Site"** shall mean the location(s) of the Project and may be defined in the Purchase Order/Work Order.

**"Subcontractor"** shall mean any person, firm, or corporation that performs work for or provides labor, equipment, supplies and/or Goods to Supplier in connection with the Work.

**"Supplier"** shall mean the "Supplier" as set forth in the Agreement.

**"Work"** shall mean the Goods Supplier has agreed to furnish pursuant to the Agreement. This may include, but is not limited to, the equipment, supplies, Goods (including raw materials, components, intermediate assemblies and end products) and related ancillary labor and other work to be furnished under the Agreement, including without limitation, design, inspection, testing, expediting and delivery.

- 1.2 The Parties further agree that the following rules of construction shall apply in the interpretation of the Agreement, including these General Conditions:
- (i) whenever the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or similar words or phrases are used in the Agreement, they shall mean that the order, direction, requirement, permission or allowance of Owner is intended only to the extent of compliance with the terms of the Agreement;
  - (ii) whenever the expression "it is understood and agreed" or a similar expression is used in the Agreement, such expression shall mean the mutual agreement of the Parties;
  - (iii) Reference in these General Conditions, the Agreement or any exhibit or Purchase Order/Work Order to the standards of any technical society, organization or association, or to any national, state or local codes or standards (including those of any Governmental Body), shall mean the latest standard or code adopted, as amended from time to time, unless specifically stated otherwise; and
  - (iv) The specifications, codes, and standards referenced in the Agreement (including addenda, and amendments) shall govern in all cases where references thereto are made. In case of conflict between the referenced specifications, codes, or standards and the Agreement, the most stringent requirements shall apply to the extent of such differences except in the case where the Agreement acknowledges an exception to a referenced specification, code, or standard. In all but the latter cases, Supplier shall notify the Owner's engineer of conflicts between referenced specifications, codes, or standards and the Agreement.

## 2. **AGREEMENT DOCUMENTS.**

- 2.1 The Work shall be performed in accordance with the Agreement. Any additional terms proposed or exceptions taken by Supplier to any provision of the Agreement shall become part of the Agreement only if accepted by Owner in writing. In the event of a conflict between the Agreement and other Documents, the Agreement shall govern.
- 2.2 Owner may scan, and preserve electronically, the Agreement and other Documents related to the Agreement. Once scanned, and electronically preserved, Owner may destroy the

paper originals of these Documents. All such Documents scanned and electronically preserved by Owner, may be treated as original Documents for all purposes, at the discretion of Owner.

3. **OTHER CONTRACTS.**

- 3.1 Owner reserves the right to award other contracts in connection with the Project. Supplier shall cooperate, schedule and coordinate performance of its Work with the work of any other suppliers, contractors and consultants so as not to delay or interfere with their work, or with the timely completion of the Project. Owner also reserves the right to contract with others for the same type of work as is the subject of the Agreement or to employ Owner's own personnel in the work.

4. **APPLICABLE LAW.**

- 4.1 Supplier and its Subcontractors, and their employees, agents and representatives shall at all times perform the Work in a safe and professional manner and comply with Applicable Laws, Applicable Utility Rules and other legal requirements, as such are amended from time to time. Supplier shall be responsible for the acts and omissions of its Subcontractors in connection with the Agreement.
- 4.2 Supplier and its Subcontractors will conduct all Work under the Agreement in an economically, socially and environmentally responsible manner. Supplier and its Subcontractors further agree to ensure that their employees, agents and representatives perform the Work in accordance with the Contractor Safety Policy and the Contractor Code of Business Ethics located at [Contractors | Otter Tail Power Company \(otpc.com\)](http://Contractors | Otter Tail Power Company (otpc.com)).
- 4.3 Supplier shall promptly notify Owner if Supplier becomes aware that its Work supplied pursuant to the Agreement is not in compliance with Applicable Laws ("**Sanctions**"). Supplier shall provide copies of any documents evidencing such Sanctions. Supplier will keep Owner informed on a regular basis of the progress made and resolution of such Sanctions, whether resulting in a requirement by Supplier or its Subcontractors to pay fines, modify operations, or comply with said Sanctions in any other manner.
- 4.4 If Owner determines that Supplier is failing to comply with any Applicable Laws and other legal requirements under the Agreement, or observe unsafe work practices and/or conditions on the part of Supplier, Supplier's Subcontractor's, or Subcontractors' employees or agents, Owner may (i) advise Supplier of such and direct Supplier to stop the Work, and (ii) Supplier shall cause all such Work to stop. Supplier shall bear all additional costs including those that affect the Project Schedule which may result from Work stopped in accordance with this Section 4.4. In the event that such work stoppage is ultimately deemed by Owner to have been unnecessary, Owner shall bear the additional cost of such work stoppage and shall afford Supplier a reasonable extension in the Project Schedule for completion of the Work.
- 4.5 Supplier warrants that neither it nor any of its Subcontractors have transferred, nor will it or they, transfer anything of value to any employee, agent or other representative of Owner, where such was or is made with the intent and/or understanding of obtaining favorable treatment with respect to the Agreement and/or the Work.
- 4.6 Any material changes in Applicable Laws or Applicable Utility Rules or Owner's standard specifications after the date of execution of the Agreement, which have more than a de minimus effect on the cost or schedule of Supplier's Work, may be the subject of a request for a Change Order, subject to Article 13.

5. **SECURITY.**

- 5.1 Owner requires security screening of all personnel of Supplier and/or its Subcontractors working in security sensitive positions. Security sensitive positions include those that require or involve unescorted or unsupervised access to Owner's computer systems, Site, equipment, material, customer property or issuance of an access card or keys to Owner's facilities or as required by regulation.
- 5.2 Owner's security clearance process for Supplier and/or Subcontractor personnel may include but is not limited to a criminal history check, Social Security number verification and drug testing.
- 5.3 Detailed results of the background screening will only be discussed with the individual screened. Supplier/Subcontractor will be notified only that the individual has been granted or denied a security clearance. Those denied a security clearance may not work in a security sensitive position at any of the Owner.

6. **OWNERSHIP AND LICENSING OF WORK.**

- 6.1 All Drawings, Designs, plans, specifications, calculations, reports and other documents ("**Documents**"), whether in hard copy or electronic media, prepared as work-made-for-hire pursuant to the Agreement shall become the sole and exclusive property of Owner and title thereto shall pass to Owner upon transmittal to Owner. For the purpose of these General Conditions, work-made-for-hire shall mean any Document or other Drawings prepared by Supplier within the scope of the Agreement. Rights to Suppliers intellectual property if any, developed, utilized or modified in the performance of the Work shall remain the property of Supplier, but is hereby irrevocably and perpetually licensed to Owner on a royalty-free basis.
- 6.2 Owner reserves the right to reproduce, modify and use in any manner, any and all Documents. Nothing contained in this Article 6 shall be construed as limiting or depriving Supplier of its right to use its basic knowledge and skill to design or carry out other projects or work for itself or others, whether or not such projects are similar to the Work to be performed under the Agreement. Any reuse of the Documents or Drawings by Owner without prior written verification or adaptation by Supplier for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Supplier.
- 6.3 Supplier shall, and shall cause its employees, representatives, agents and Subcontractors to execute and deliver any and all forms and instruments necessary or desirable to transfer the Documents such that Owner shall have of record of their, as applicable, rights, interests, title and ownership in and to the Documents, free and clear of all third party encumbrances and interests.

7. **CERTIFICATION OF DOCUMENTS.**

- 7.1 Any and all Documents and contract documents (as defined in the Agreement) shall be certified by Supplier if required by Applicable Law or Applicable Utility Rules.

8. **SUPPLIER'S RESPONSIBILITIES.**

- 8.1 Supplier shall be responsible for and shall bear any and all risk of loss or damages to the Work in progress and finished Goods until the finished and conforming Goods are delivered to the Site and received and accepted by Owner as conforming Goods subject to rejection or revocation as described in Section 8.3 below.

- 8.2 Supplier shall adequately wrap, pack, crate, load, enclose and brace Goods to be furnished under the Agreement in a good and workmanlike manner.
- 8.3 Supplier shall bear all risks as to rejected Goods after notice of rejection or revocation of acceptance except that Owner shall be responsible for the loss, or destruction of, or damage to the rejected Goods in Owner's possession only if such loss, destruction or damage results from the gross negligence of Owner or its employees and agents acting within the scope of their employment.
- 8.4 Supplier shall provide as a part of its services adequate testing and inspection to ensure complete compliance with the specifications. Such testing and inspection shall not imply acceptance of Work by Owner. Supplier shall provide adequate and competent supervisory personnel to ensure compliance with the specifications. All costs for such testing and inspection shall be paid for by Supplier. In addition to the above testing and inspection, Owner may provide independent testing as specified in the technical sections of the Agreement, at Owner's expense.

9. **SCHEDULING.**

- 9.1 Supplier agrees that time is a significant factor in Owner's decision to engage Supplier to perform the Work, including Supplier's agreement to adhere to the Project Schedule.
- 9.2 Owner and Supplier shall agree on a schedule of the Work (the "**Project Schedule**") indicating the dates for the start and completion of the various stages of the Work. Owner may, in its discretion, prepare a Project Schedule or delegate the Project Schedule to Supplier. Supplier shall strictly adhere to the Project Schedule. Supplier shall make no shipments in advance of an Owner specified shipping date without the prior written approval of Owner. Owner reserves the right to direct Supplier to reschedule the order and rate of progress of performance of the Work so as not to interfere with the performance of work by Owner and/or other suppliers.
- 9.3 If requested by Owner, Supplier shall promptly submit regular progress data as to the Work that shall include the (i) start date, (ii) percentage of completion for each stage of Work, (iii) the anticipated or actual finish date for all Project activities of Supplier during the period, and (iv) a comparison of exceptions and deviations from the Project Schedule. Other information, such as actual hours expended, shall be furnished monthly or as requested by Owner. If requested by Owner, Supplier shall participate in the Project Schedule update meetings.
- 9.4 If at any time during the performance of the Work Supplier's progress does not keep pace with the requirements of the Project Schedule, Owner may order Supplier to take steps to improve its progress without additional cost to Owner; provided, however, that Supplier shall have five (5) days to develop and implement its recovery plan for the Project Schedule (in consultation with Owner) from and after the date notified by Owner. Supplier's recovery plan will be diligently and continuously pursued by Supplier. Neither such notice by Owner, nor Owner's failure to issue such notice, shall relieve Supplier of its obligation to perform in accordance with the Agreement, including completion of quality Work in the timeframe required by the Project Schedule. Failure of Supplier to comply with the notice of Owner may be grounds for determination by Owner that Supplier is not pursuing the Work with such diligence as shall assure completion within the times specified. The failure of Owner's furnished materials to arrive as scheduled, or the failure of other construction contractors or suppliers to meet the Project Schedule, shall not be justification for an extension of time, except where such failure causes, in the reasonable determination of Owner, an actual delay in Supplier's Work. Upon such determination, Owner may terminate for default pursuant to Article 24 of these General Conditions.



- 9.5 Should the actions of Owner cause a significant delay of the Work, Supplier shall notify Owner in writing within five (5) business days from the beginning of such delay. If Owner and Supplier determine the facts justify an extension of time and/or additional compensation and no remaining float time exists in the Project Schedule, the Agreement will be modified in writing as appropriate. Owner may, in Owner's sole discretion and in lieu of granting an extension of time, require Supplier to regain the Project Schedule, and Owner shall compensate Supplier for any required additional charges; provided, however, that no adjustment shall be made for any delay to the extent that performance would have otherwise been delayed by any other cause, including the fault or negligence of Supplier.
- 9.6 With respect to events of "**Force Majeure**": Owner and Supplier shall be excused from performing in accordance with the Project Schedule in the event of an occurrence of Force Majeure. Force Majeure is defined as fire, floods, earthquake, hurricane, tornado, explosion, catastrophe, accident, war or war-like operations (whether or not a state of war is declared), riot, acts of God, acts of terrorism, insurrection, orders of a Governmental Body and Applicable Laws and Applicable Utility Rules that prevent performance, to the extent (i) such event of Force Majeure is beyond the reasonable control of the Party claiming Force Majeure, and (ii) the Party claiming Force Majeure gives prompt written notice of the same to the other Party. Labor strikes are not Force Majeure events.
- 9.6.1 In the event of any such delay, Supplier's sole remedy shall be a time extension for the completion dates required by the Project Schedule, which extension shall be the time period lost by reason of the Force Majeure.
- 9.6.2 Delays caused by unfavorable weather (that is not abnormal for the season and geographic area), unsuitable ground conditions, inadequate construction force, strikes or labor disturbances involving the personnel of Supplier or any of its Subcontractors on the Project, market conditions, or the failure of either Party to place orders for equipment or materials sufficiently in advance to ensure delivery when needed shall not be considered a Force Majeure.

10. **FAMILIARITY WITH THE WORK.**

- 10.1 By executing the Agreement, Supplier represents that it understands the scope of work under which the Agreement is to be performed and has correlated its understanding with the requirements of the Work and Project Schedule.
- 10.2 No pleas of ignorance of scope of work that exist or hereafter may exist, or of conditions or difficulties that may be encountered in the execution of the Work will be accepted as an excuse for failure or omission on the part of Supplier to fulfill in every detail all requirements of the Agreement, nor will they be a basis for any Claim whatsoever for extra compensation or time.

11. **RESPONSIBILITY AS TO OTHER SUPPLIERS.**

- 11.1 Any costs to Owner or Owner's other suppliers caused by defective or ill-timed performance of Work by Supplier shall be borne by Supplier.

12. **INSPECTION.**

- 12.1 The Work and all portions thereof shall be subject to inspection by Owner or Owner's designee at all times. Any such inspection shall not relieve Supplier of the responsibility to strictly comply with its performance requirements and other obligations under the Agreement, it being understood that any such inspection by Owner shall in no way (i) be

construed as constituting or implying either a waiver or acceptance of the work, or (ii) affect any of Owner's rights or remedies under the Agreement.

- 12.2 Supplier shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspection as may be desired by Owner. Owner reserves the right to charge to Supplier any additional cost of inspection when material or workmanship is not ready at the time specified by Supplier for inspection or when re-inspection is necessitated by prior rejection. If required by Owner, Work must be uncovered for observation and replaced at Supplier's expense.
- 12.3 Supplier shall make available to Owner any and all data, including but not limited to, test results, welding information, and radiographic, ultrasonic and non-destructive examination reports, related to performance of the Work. Owner's review of any such data shall in no way relieve Supplier of its responsibility for the professional quality, technical accuracy and completeness of such data.

### 13. **WORK CHANGES.**

- 13.1 Owner, without invalidating the Agreement, may at any time make changes to or deviations from the scope of the Work with a Change Order issued by an authorized representative of Owner to Supplier.
- 13.2 If Supplier claims that the Change Order causes an increase or decrease in the cost of or the time required for performance of the Work, Supplier shall give Owner written notice of such increase or decrease within ten (10) business days following the receipt of such a request. Supplier shall also provide sufficient documentation to Owner to justify the increase or decrease in the cost of or the time required for performance of the Work
- 13.3 If accepted in writing by Owner, an equitable adjustment may be made in the price or Project Schedule, or both, and the Change Order shall be deemed to modify the Agreement.
- 13.4 Supplier's failure to comply with Section 13.2 of these General Conditions shall constitute Supplier's agreement to perform any such Change Order in accordance with the price and schedule specified in the original order and/or subsequent revisions thereto.
- 13.5 All changes and extras must follow these guidelines:
  - (i) Supplier must not perform any work it sees as changes or extras without Owner's prior written approval.
  - (ii) Supplier shall not be reimbursed for work it performed as extra or change without prior approval of Owner.
  - (iii) Supplier must inform Owner in writing that a particular phase of the Work is an extra or change. The reason Supplier is claiming an extra or change shall be clearly stated. Supplier shall include the cost of performing such extra or change with a breakdown of labor, material, equipment, overhead and profit.
  - (iv) The total cost of change and extra unless otherwise specifically agreed upon and stated shall be lump sum.
  - (v) For payment of changes and extras Supplier shall submit all applicable invoices for materials and equipment rental to Owner.

14. **SUSPENSION OF WORK.**

- 14.1 Owner may, by notice to Supplier, suspend at any time the performance of all or any portion of the Work. During the period of suspension, Supplier shall use its commercially reasonable efforts to minimize costs associated with suspension.
- 14.2 Upon receipt of any such written notice, Supplier shall, unless such notice requires otherwise:
- 14.2.1 Immediately discontinue the Work on the date and to the extent specified in the notice;
- 14.2.2 Place no further orders or subcontracts for materials, work or the like with respect to suspended Work other than to the extent required in the notice;
- 14.2.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Owner of all orders, subcontracts, rental agreements and the like to the extent they relate to performance of the Work suspended; and
- 14.2.4 Promptly make every reasonable effort upon terms satisfactory to Owner to protect or maintain the Work.
- 14.3 As full compensation for such suspension, Supplier shall be reimbursed for the following costs, to the extent reasonable and if such costs directly result from the suspension of the Work:
- 14.3.1 A standby charge based upon the period of suspension of the Work, which standby charge shall be sufficient to reimburse Supplier for its actual costs of keeping its organization and equipment committed to the Work in a standby status;
- 14.3.2 The actual costs associated with actual mobilization and demobilization of Supplier's forces and equipment; and
- 14.3.3 Any actual increased cost of the Work incurred by Supplier.
- All costs to be reimbursed must be requested within forty-five (45) days following termination of the suspension. Any such costs shall be documented and evidenced by all supporting documentation requested by Owner and shall be subject to the audit rights of Owner as set forth in these General Conditions.
- 14.4 Upon receipt of notice to resume suspended Work, Supplier shall promptly resume performance of the suspended Work to the extent required in the notice. Supplier hereby expressly waives any claim it may have for additional time or extra compensation because of any suspension of the Work unless such claim along with a revised Project Schedule (with respect to the Work suspended) is presented to Owner in writing within ten (10) calendar days after Supplier's receipt of notice to resume the Work. No compensation or extension of time shall be granted if the suspension results from Supplier's noncompliance with the requirements of the Agreement or from any cause other than Owner's suspension order pursuant to this Article 14 of these General Conditions.

15. **SUPPLIER WARRANTIES.**

- 15.1 All Goods incorporated into the Work shall be new and of the most suitable grade given the intended use by Owner.

- 15.2 Supplier warrants that all Work, including without limitation, the Goods, will conform to the kind, quality and capability designated or described by the Agreement. Supplier shall perform the Work with due care, skill and diligence, in accordance with Applicable Law and applicable professional standards, industry procedures and construction practices. Unless a greater period of time is specified in the Agreement, Supplier shall warrant the Work and all Goods, including parts, equipment, materials and labor furnished under the Agreement to be as specified herein and free from defects in (i) title (including any liens, encumbrances or other third party interests) at all times after passage to Owner, and (ii) Design, material, workmanship, for the longer period of (A) twelve (12) months after Final Acceptance or the period of any manufacturer's warranty, and (B) with respect to warranty work performed by Supplier, for an additional period of one (1) year following such warranty work. Any and all manufacturer warranties shall be and hereby are transferred to Owner and the third party beneficiaries to the Agreement pursuant to the provisions and operation of the Agreement. After delivery of conforming Goods to the Site, Owner shall store, maintain and install the Goods consistent with Supplier's written instructions or, in the absence of such instructions, in accordance with prudent industry practices.
- 15.3 Supplier is not responsible for repairs or alterations made by others without mutual written agreement between Supplier and Owner. Supplier does not warrant the Goods or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the Goods in all material respects, and in accordance with Supplier's written recommendations. Replacement parts or repairs furnished under this warranty shall be subject to the warranty for the longer period of (A) twelve (12) months after Final Acceptance or the period of any manufacturer's warranty after date of delivery by Supplier, whichever is longer.
- 15.4 Upon receipt of notice from Owner of any failure to comply with the terms of the Agreement including these General Conditions, without limitation, any defect with respect to the Work, either prior to or after Final Acceptance, Supplier shall without additional compensation correct any such defects within a time acceptable to Owner and reimburse Owner for any resulting costs, expenses or damages suffered by Owner, including but not limited to costs of removal, reinstallation, re-procurement and any other third party costs, damages and losses incurred by Owner. If Supplier fails to timely replace any such defective Work, Owner may cause such defective Work to be replaced by another and the direct and indirect expense thereof shall be the responsibility of Supplier. Owner shall be entitled to deduct this expense and the resulting damages from amounts otherwise due to Supplier. Notwithstanding the foregoing, it is understood and agreed that Supplier will not be responsible for on-Site installation, but shall provide technical field service personnel on-Site to supervise with respect to such remedial efforts.
- 15.5 The rights and remedies of Owner provided in this Article 15 shall not be exclusive and shall be in addition to all other rights and remedies of Owner (i) as set forth in these General Conditions, (ii) under Applicable Law, or (iii) in an equitable proceeding. No failure on the part of Owner in the exercise of any right or remedy shall operate as a waiver of or by Owner of Owner's right to exercise any other right or remedy.
- 15.6 In the event of an emergency where in the judgment of Owner the delay resulting from giving formal notice would cause serious loss or damage which could be prevented by immediate action, defects may be corrected by Owner, or a third party chosen by Owner, without giving prior notice to Supplier, and the cost of the corrections shall be paid by Supplier. In the event such action is taken by Owner, Supplier will be notified promptly and shall assist wherever possible in making the necessary corrections.
- 15.7 In the event that Owner and Supplier have agreed to certain liquidated damages with respect to guaranteed completion dates or certain performance guarantees, the receipt of

liquidated damages by Owner shall not affect Owner's rights to (i) warranties under this Article 15, or (ii) indemnification under Articles 27 and 28, or (iii) other unrelated breaches of the Agreement. The Parties acknowledge and agree that liquidated damages, if any, that are accrued and/or paid by Supplier are meant to compensate Owner solely for the effects of Supplier completion delays and the failure of Supplier to meet specified performance guarantees.

15.8 Inspection, test, acceptance, or use by Owner of the Goods shall not affect Supplier's obligations under Supplier's warranty, and such warranty shall survive inspection, test, acceptance and use when used in accordance with written directions of Supplier (or any third party manufacturer supplying any part of the Goods). All guarantees and warranties shall be transferred to Owner upon Final Acceptance.

15.9 NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY WITH RESPECT TO THE QUALITY AND CONFORMITY OF THE WORK, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS INTENDED IN OR BY THE AGREEMENT.

16. **INSURANCE.**

16.1 Supplier and its Subcontractors shall comply with the insurance provisions of Exhibit C.

17. **FINAL ACCEPTANCE.**

17.1 Supplier shall notify Owner in writing when it believes the conditions of Final Acceptance are deemed achieved by Supplier.

17.2 After receipt of Supplier's notification pursuant to Section 17.1 above, Owner shall be deemed to have determined its Final Acceptance of the Work performed by Supplier by Owner's payment of the final invoice submitted by Supplier for the Project. Payments made hereunder do not excuse non-conforming Work under the Agreement.

18. **PRICE AND PAYMENT TERMS.**

18.1 Payments shall be made as stated in the Agreement. Unless a different term is agreed to between the Parties, payments will be made thirty (30) days after receipt of an invoice approved by Owner in accordance with the payment terms herein, of the Agreement and Owner's then-current policies and procedures. If Owner objects to all or any portion of an invoice, Owner shall notify Supplier within fifteen (15) business days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute so long as Owner's invoice procedures are met.

18.2 Payments otherwise due may be withheld on account of defective Work not remedied, Claims made or liens filed, damage by Supplier to Owner or others not adjusted, failure to make payments to Subcontractors, or for any other failure to perform in accordance with the Agreement; provided, however, that the amount of payments withheld shall not exceed the reasonably estimated amount of the matter in dispute. No payment for any Goods purchased hereunder will be made prior to the earlier of shipment or delivery of such Goods. Services under the Agreement must be performed prior to payment by Owner, other than customary mobilization costs.

18.3 All Supplier invoices shall reference (i) the Agreement, (ii) the Purchase Order/Work Order, and (iii) any other applicable reference numbers. Such invoices shall also contain a complete description of all charges submitted in the format requested by Owner. Each invoice or other application for payment must be accompanied by a lien waiver for the Work

for which payment is to be made. All lien waivers shall be in the form attached as Exhibit D. Supplier shall provide Owner a final invoice within sixty (60) days of Final Acceptance.

- 18.4 In making payments hereunder, Owner shall be entitled to conclusively presume that payment information furnished by Supplier is accurate, including account number(s) and name of payee. In no event shall Owner make a subsequent payment where the first payment is made in accordance with such information, unless the first payment has been returned in full to Owner. All payments shall be in U.S. dollars.
- 18.5 When requested, Supplier shall provide to Owner an itemized schedule of quantities and values of the various functions necessary to perform the Work. Supplier shall use Owner's system of accounts to submit any itemized cost breakdown requested by Owner.
- 18.6 Supplier irrevocably agrees that acceptance by Supplier of final payment shall fully and completely release Owner from all Claims and demands that Supplier may have or has against Owner and/or Owner's corporate affiliates and their respective officers, directors, employees, agents, representatives and customers arising out of, resulting from, or in any way connected with the Work performed by Supplier pursuant to the Agreement, including any Purchase Order(s)/Work Order(s). Supplier further acknowledges and agrees that such final payment, together with all payments made prior to the final payment, constitutes full payment of all amounts due Supplier under the Agreement, including under any Purchase Order(s)/Work Order(s) and all amounts due for all Claims of any type and all extra Work. In accepting the final payment, Supplier further warrants and represents that all Claims, bills, payrolls, expenses, costs, taxes, and other indebtedness incurred in connection with the Work performed pursuant to the Agreement, including Purchase Order(s)/Work Order(s) have been paid in full.

19. **RIGHT TO AUDIT.**

- 19.1 Supplier shall maintain during the course of the Work, and retain not less than seven (7) years after completion thereof, complete and accurate records of all Supplier's records arising from, in connection with or incident to the Work and the Project, including without limitation, all (i) costs which are chargeable to Owner under the Agreement, and (ii) Documents, granted authority, permits and other evidentiary data that evidences compliance with the Agreement (including these General Conditions) and all Applicable Laws and Applicable Utility Rules. Owner shall have the right, during normal working hours, to inspect, reproduce, and audit such records of Supplier by authorized representatives of Owner own or any third party contract compliance-auditing firm selected by Owner. The records to be thus maintained and retained by Supplier must provide sufficient detail to evidence the propriety of all such chargeable costs and compliance with the Agreement (including these General Conditions) and all Applicable Laws and Applicable Utility Rules. Such records shall include (without limitation):
- 19.1.1 Payroll records (hours, employee name, employee classification, multiplier breakdown etc.) that account for total time worked under such contract.
- 19.1.2 Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Supplier's stock or capital items.
- 19.1.3 Paid invoices and canceled checks for purchased materials, Subcontractors and third party charges.
- 19.1.4 Records relating to airfreight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment.

19.1.5 Accurate, auditable records of gifts, entertainment, and gratuities to individual Owner's personnel.

In addition, Supplier shall cause all of its Subcontractors to adhere to and comply with the requirements set forth above.

19.2 In conducting any audit, Owner requires that Supplier provide electronic data files containing all required information for all Owner activity for the entire audit period. The data files shall be in a file format compatible with industry accepted financial and other applicable software applications, and contain data elements of all items invoiced or processed by Supplier. As it is not administratively feasible for either Party to conduct an audit of the entire population of invoices and/or documentary information, both Parties agree that statistical sampling and extrapolation techniques premised upon proven scientific principles and analyses may be used. The foregoing shall not preclude, and Owner shall have the right to audit any original Supplier documentation, whether or not contained in the statistical or other sample.

19.3 Each of the Parties understands and agrees that in the event that payment errors have occurred in connection with the Project, payment of a Party shall be made in accordance with the following terms. For all errors found in Owner's favor, such errors shall be offset by the errors in favor of Supplier. More specifically, if the total aggregate errors found demonstrate underpayments to Supplier, Owner shall reimburse Supplier for the corresponding underpayments. Conversely, should the total aggregate errors found demonstrate overpayments to Supplier, and then Owner shall be reimbursed for the corresponding overpayments made. Both Parties agree that any undercharges or overpayments, once identified and agreed upon, shall be paid within thirty (30) days of notice to the other Party.

19.4 The foregoing shall not be applicable to the fixed-price portion of the Work, but shall include all Work performed pursuant to a Change Order or on a time-and-material basis. Notwithstanding the foregoing, Supplier shall cooperate with and provide documents in connection with any inquiry, audit or other investigation by or pursuant to the authority of a Governmental Body.

20. **TAXES.**

20.1 Unless otherwise specified in these General Conditions or in the Agreement, 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.

21. **BONDS/LETTERS OF CREDIT AND SUPPLIER FINANCIAL STATEMENTS.**

21.1 Where required in the Purchase Order(s)/Work Order(s) or elsewhere in the Agreement or these General Conditions, Supplier shall furnish bond(s) and/or an irrevocable letter(s) of credit, as applicable, securing the performance of the Agreement, with such surety(ies) and/or financial institution(s) acceptable to Owner in its sole discretion. Supplier shall deliver the bond(s) and/or letter(s) of credit to Owner no later than the date of commencement of the Work or as otherwise specified by Owner.

21.2 Owner shall have the right to request of and receive from Supplier the annual and most recent financial statements of Supplier for the purpose of determining Supplier's continuing financial ability to perform the Work in accordance with these General Conditions and as otherwise required by the Agreement. The financial statements required to be produced shall include, at a minimum, the balance sheet, income statement, statement of cash flows

and, if available, footnotes to the financial statements and any written transmittal (such as an opinion or statement of review) by Supplier's independent accountants. Supplier represents and warrants that all such financial statements as provided to Owner shall (i) be true, correct and complete, (ii) fairly state the financial condition of Supplier, and (iii) be presented in accordance with generally accepted accounting principles, consistently applied. Such financial statements shall be delivered to Owner, to the attention of the Owner's representative from whom Owner's request was received, within five (5) business days after Supplier's receipt of Owner's request.

**22. TRAVEL EXPENSES.**

- 22.1 For agreed to reimbursable travel, Supplier shall make its own travel arrangements and must utilize the lowest cost airfare available taking into account the exigencies of the Work and the circumstances requiring such travel. Supplier's invoice must provide documentation to substantiate all charges. Owner will pay no additional amounts for travel related expenses in connection with firm price agreements.

**23. TERMINATION FOR CONVENIENCE.**

- 23.1 Owner may, at its option, terminate the Agreement in whole or in part at any time by written notice thereof to Supplier, whether or not Supplier is in default.
- 23.2 Upon any such termination, Owner shall pay for all Work completed and the reasonable cost of demobilization to the reasonable satisfaction of Owner, not to exceed the total price of the Agreement, as amended by Change Orders. No amount shall be allowed for anticipated profit on unperformed Work or overhead. Upon receipt of any such notice and unless the notice requires otherwise, Supplier shall forthwith:
- 23.2.1 Discontinue the Work (including the removal of workers and all other agents of Supplier from the Project Site);
- 23.2.2 Place no further orders or subcontracts as to the Work other than as may be necessary for completion of any such portion of the Work under the Agreement that is not terminated;
- 23.2.3 Make best efforts to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the Work terminated;
- 23.2.4 As directed by Owner, assist in the maintenance, protection and disposition of materials, supplies or property acquired pursuant to the Agreement (Owner shall have the right, at its sole option, to purchase and take possession of any unused materials, supplies, or property acquired by Supplier pursuant to the Agreement at the price paid by Supplier); and
- 23.2.5 Deliver to Owner all Documents, Drawings, plans, reports, specifications, data, estimates, summaries or other material and information, whether or not complete, related to the Work.

**24. TERMINATION FOR DEFAULT.**

- 24.1 Owner may, by written notice of default to Supplier terminate the whole or any part of the Agreement if:



- 24.1.1 Supplier or its Subcontractors fail to perform any of their material obligations under the Agreement or fail to make progress so as to endanger timely completion of the Work, and Supplier does not cure such failure within five (5) business days after receipt of notice by Owner, or provide a plan that is acceptable to Owner, in the sole discretion of Owner, to commence a cure within five (5) business days after receipt of notice and diligently and continuously pursue a cure thereafter; or
- 24.1.2 Supplier is generally unable to pay its debts as they come due, or makes an assignment for the benefit of creditors; or Supplier applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property, or such a receiver, trustee or similar officer is appointed without the application or consent of Supplier, and such appointment continues undischarged for a period of thirty (30) days; or Supplier institutes (by petition, application, answer or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceeding under the Applicable Law of any jurisdiction, or any such proceeding is instituted against Supplier.
- 24.2 In the event Owner terminates the Agreement as provided in this Article 24, Owner may at its option arrange for completion of the Work. Supplier shall be liable to Owner for all direct costs incurred by Owner to cure Supplier's default, as well as indemnification of Owner for any third party costs, expenses and other damages of any kind or nature incurred by Owner as a consequence of default by Supplier or its Subcontractors.
- 24.3 Unless otherwise stated in the notice, upon receipt of notice of termination for default, Supplier shall:
- 24.3.1 Immediately discontinue the Work on the date and to the extent specified in the notice;
- 24.3.2 Place no further orders or subcontracts as to the Work, other than as may be necessary for completion of any such portion of the Work that is not terminated;
- 24.3.3 Make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the Work terminated;
- 24.3.4 As directed by Owner, assist Owner in the maintenance, protection and disposition of materials, supplies, property or the like acquired pursuant to the Agreement (Owner shall have the right, at its sole option, to purchase and take possession of any unused materials, supplies, or property acquired by Supplier pursuant to the Agreement at the price paid by Supplier); and
- 24.3.5 Deliver to Owner all Documents, Drawings, plans, reports, specifications, data, estimates, summaries or other material and information whether completed or in process related to the Work.
- 24.4 If it is determined for any reason that Supplier was not in default or that there has been a wrongful termination, Supplier's sole and exclusive remedy shall be the same as if Owner had terminated the Agreement for convenience pursuant to Article 23 of these General Conditions.
- 24.5 The rights and remedies of Owner provided in this Article 24 shall be in addition to the rights and remedies provided at law or equity or otherwise under the Agreement. No failure or delay on the part of Owner in exercising any right shall operate as a waiver thereof.

- 24.6 Each subcontract agreement between Supplier and its Subcontractors for the Work is hereby assigned by Supplier to the Owner, provided that such assignment is effective only after termination of the Agreement for any reason and only for those subcontract agreements that Owner accepts by notifying the Subcontractor and Supplier in writing. Supplier shall include a provision in all of its subcontracts providing that such subcontracts are assigned to Owner in accordance with these General Conditions. Supplier shall provide and sign such documents as may be required by the Owner to effect or evidence any such assignment.

25. **CONFIDENTIAL INFORMATION.**

- 25.1 The Parties shall maintain the confidentiality of all information secured from the other Party in connection with the Agreement. Such confidential information of the other Party, which includes but is not limited to records, books, financial data, projections, and customer, employee and vendor information furnished to or by a Party, together with any analyses, compilations, studies, reports or other documents based in whole or in part upon such information, shall not be divulged to any third party and shall not otherwise be exploited commercially by the non-disclosing Party, except with prior written consent of the disclosing Party or as compelled by Applicable Law. If either Party is or could be legally compelled to make disclosure of confidential information, the non-disclosing Party will notify the disclosing Party prior to making such disclosure and take all reasonably available steps to limit the effects of such disclosure and if possible, require the Parties to whom the information is disclosed to maintain the confidentiality of such information.
- 25.2 This Article 25 and the restrictions contained herein shall not apply to any data and documentation:
- 25.2.1 Which is in the public domain at the time it was disclosed or at any time thereafter;
- 25.2.2 Which was already known to the non-disclosing Party at the time of disclosure;
- 25.2.3 After three (3) years from the date of execution of the Agreement unless (i) the restriction applies to a trade secret, in which case the restriction shall not expire, and/or (ii) is subject to a longer restriction by a third party;
- 25.2.4 Which is independently developed by the non-disclosing Party; or
- 25.2.5 Which becomes known to the Party from an independent source, where such source has not violated an agreement of confidentiality.
- 25.3 Notwithstanding the preceding, Owner may disclose or otherwise make available such Supplier proprietary data (i) to Owner's attorneys, employees, agents and representatives, (ii) pursuant to Applicable Law, including, without limitation, court order, subpoena and regulatory rules or advice, and (iii) to a third party with whom Owner contracts for maintenance, operation, training, modification, construction, repair or consultation, provided that said third party agrees to be bound in writing by similar limitations on use and disclosure of such data as contained herein. Owner agrees to take all reasonable action by instruction to Owner's employees who are permitted access to Supplier proprietary data to satisfy Owner's obligations under this Article 25.
- 25.4 In addition to the requirements of Section 25.1 regarding Supplier's treatment of confidential information of Owner, Supplier agrees that:

- 25.4.1 Owner is a public utility subject to Federal Energy Regulatory Commission (FERC) standards of conduct rules regarding non-public disclosure of transmission function information to marketing function or wholesale function personnel (18 C.F.R. Part 358 effective October 27, 2008, and as may be amended from time to time).
- 25.4.2 If the Work involves the transmission assets of Owner, Supplier will not reveal any non-public transmission information to any person employed by Owner in a sales or marketing function of any of the Owner or by an energy affiliate (as those terms are defined in 18 C.F.R. Part 358). Supplier shall strictly comply with any communication protocols established by Owner to prevent the disclosure of non-public transmission information with respect to the performance of Work; and
- 25.4.3 Supplier certifies on behalf of itself and its employees, agents and representatives that it and they are aware of the requirements of 18 C.F.R. Part 388.113. Supplier further certifies that after diligent review of 18 C.F.R. Part 388.113, it has no reason to believe that it or any of its employees, agents or representatives who may be granted access to confidential information that is also Critical Energy Infrastructure Information would be restricted from access to such Critical Energy Infrastructure Information pursuant to 18 C.F.R. Part 388.113.
- 25.4.4 **"Critical Energy Infrastructure Information"** (CEII) as used in these General Conditions means information that has been previously designated as CEII when filed with the FERC, or all information disclosed to Supplier or its representatives, by Owner in connection with the Work, including information about proposed or existing Critical Infrastructure that: (i) relates to the production, generation, transportation, transmission, or distribution of energy, (ii) could be useful to a person in planning an attack on Critical Infrastructure, (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552, and (iv) does not simply give the location of the Critical Infrastructure. **"Critical Infrastructure"** as used in these General Conditions means systems and assets, whether physical or virtual, that is so vital to the United States that the incapacity or destruction of such systems or assets would have a debilitating impact on the security, national economic security, national public health or safety, or any combination of those matters. Supplier agrees not to use CEII that is confidential information for purposes other than in connection with the Work.

26. **NOTICE OF CLAIMS AND LIENS.**

- 26.1 Supplier agrees not to assert or pursue any Claim against Owner for damages of any kind or nature unless written notice thereof shall have been given to Owner within ten (10) days after the occurrence giving rise to such damages.
- 26.2 The Work performed by Supplier shall pass to Owner and be free and clear of all liens, encumbrances and third party interests (other than a Claim made by Supplier pursuant to Section 26.1). In the event Owner is notified in writing of a third party Claim or Claims arising from the Work performed by Supplier, Owner shall notify Supplier of such Claim or Claims and Supplier shall appoint a representative who will have the authority to settle any Claims, subject to the prior approval of any settlement terms by Owner. If Supplier fails to appoint a representative to settle such Claims, Owner shall have the right to make settlement thereof and charge the same to Supplier.
- 26.3 Supplier shall not allow lien Claims, third party interests or any encumbrances to be (i) filed against Owner, or (ii) placed upon the Work and/or Owner's property. Supplier further agrees to defend, indemnify, save and hold harmless Owner from and against all such Claims, damages and expenses (including attorneys' fees), including liens of

Subcontractors, laborers, equipment suppliers, service providers and other persons or entities arising out of, resulting from or in any way connected with the Work performed (or omitted to be performed) under or pursuant to the Agreement, including these General Conditions and any Purchase Order(s)/Work Order(s). If a lien or encumbrance has been filed or noticed, Supplier shall bond-over the lien or encumbrances not later than the earlier of five (5) days after the lien or encumbrance has been filed or notice has been received and shall remove the lien of record within one hundred and twenty (120) days. If Supplier chooses to bond-over the lien or encumbrance, the amount of the bond shall not be less than one hundred fifty percent (150%) of the Claim. Any such bond shall survive the termination or expiration of the Agreement. Supplier will furnish, when requested by Owner, written evidence that all Claims, bills, payrolls, costs, taxes and other indebtedness, incurred in connection with the Work, have either been paid in full or bonded-over and releases and waivers of all liens and Claims of Supplier, its Subcontractors and laborers in a form reasonably acceptable to Owner. If any liens, Claims or other encumbrances are outstanding against Supplier or Owner as a consequence of the Work, Owner may retain from money due Supplier sufficient amounts to indemnify and hold Owner harmless.

27. **INDEMNITY.**

- 27.1 Supplier agrees to defend, indemnify and hold harmless Owner and its shareholders, members, partners, affiliates, employees, representatives and agents (including Owner's third party beneficiaries and Owner's construction manager and engineer) (collectively, the "**Owner Indemnitees**") from and against all liability (including any strict liability) arising from a third party claim, including claims, suits, actions, costs (including reasonable attorneys fees and costs of investigation), expenses, damages, losses, fines, interest, penalties, assessments, judgments, demands, causes of action and litigation/arbitration of any kind or character (individually, a "**Claim**" and collectively, "**Claims**") arising from Supplier's (A) willful or negligent acts or omissions or those of Supplier's officers, employees, representatives, agents, affiliates or Subcontractors, or (B) breach of the Agreement, including passage of good and marketable title to the Work, that may be imposed on, incurred by or asserted by a third party against any Owner Indemnitee. Supplier shall have the sole authority to direct the defense or settle any Claim indemnified by Supplier; provided, that Owner may monitor such matters through counsel of its choice and at its own cost; and provided, further, that Supplier may not settle any indemnified Claim unless such settlement includes a release of, and the consent of (not to be unreasonably withheld) Owner and the other Owner Indemnitees. The foregoing indemnity will be applicable whether or not materials, equipment or property were or are owned by Owner. The indemnification obligations hereunder are not limited by insurance coverage.
- 27.2 With respect to third party Claims of negligence, (i) Supplier shall be responsible for that portion of any award by way of judgment in which it is determined that Supplier was negligent, but only to the amount represented by the percentage of such negligence so determined against Supplier and any joint tortfeasor in the action (other than Owner and the other Owner Indemnitees), and (ii) if Owner or any of the other Owner Indemnitees are determined in such judgment award to have been negligent and any have a percentage of such negligence allocated to them, Owner and the other Owner Indemnitees shall be responsible solely for the amount represented by the percentage of their respective negligence so determined; provided, however, the foregoing shall not be deemed to relieve Supplier of its obligation to (A) defend Owner and the other Owner Indemnitees in any such third party Claim, and (B) indemnify and hold Owner and the other Owner Indemnitees harmless from and against (1) all legal and associated fees arising from, in connection with or incident to the third party Claim, and (2) the allocated negligence liability of Supplier and any other person or entity for their negligent and other acts or omissions. No matter the outcome of the third party Claim, Supplier shall not have the right to seek payment of (and Owner and the other Owner Indemnitees shall not have any obligation to pay) the legal and other defense fees and costs of Owner and the other Owner Indemnitees which arise

in connection with any such third party Claim. No settlement of any such third party Claim against Owner or any of the other Owner Indemnitees shall be made unless consented to in writing in advance by Owner, which consent shall not be unreasonably withheld.

28. **INFRINGEMENT.**

- 28.1 Royalties and fees for patents, trademarks, copyrights or trade secrets related to designs, materials, parts, articles, apparatus, devices, equipment or processes and the like ("**Design(s)**") used in or created pursuant to the Agreement, are included in the Agreement price. Supplier shall, at its own expense, hold harmless and defend Owner against any Claim, suit or proceeding brought against Owner which is based upon any Claim that manufacture, sale or use of any such Design, material, article, apparatus, device, equipment or process, or any part thereof, constitutes an infringement of any patent, trademark, copyright or trade secret, or any other proprietary right of a third party, and Supplier shall pay all defense costs and damages and costs awarded against Owner, including attorneys' fees resulting therefrom.
- 28.2 If any Design(s), or any part thereof, is found to constitute infringement and/or its use is enjoined, Supplier shall, at its own expense, subject to the following provisions, either: (i) procure for Owner an irrevocable, royalty-free license to continue Owner's use of the Design(s), (ii) with Owner's prior written approval, replace the same with equal but noninfringing Design(s), or (iii) with Owner's prior written approval modify the Design(s) so it becomes noninfringing, provided that no such replacement or modification shall in any way amend or relieve Supplier of its obligations set forth in the Agreement, including these General Conditions.
- 28.3 Notwithstanding any proprietary legends or claims of copyright, Owner may copy or reproduce Documents and information furnished by Supplier and distributes such copies or reproduction to others in connection with the Project. Supplier is responsible for obtaining necessary permission and releases from any third parties and shall, at its own expense, hold harmless and defend Owner against any and all Claims, suits or proceedings based upon any Claim that a proprietary right or copyright has been infringed.

29. **LIMITATION OF LIABILITY.**

- 29.1 In no event shall Owner or any third party beneficiary to the Agreement be liable to Supplier for any special, incidental, indirect, punitive or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of Owner, Owner's employees, or agents. This exclusion of liability for special incidental, indirect, punitive or consequential loss or damage includes, but is not limited to, loss of profits or revenue, cost of capital, loss of use of equipment or facilities, loss of financing, business or reputation. Owner's liability on any Claim of any kind for any loss or damage arising out of or in connection with or resulting from the Agreement or from performance or breach thereof shall in no case exceed the contract price of the Work, as adjusted by any applicable Change Orders.
- 29.2 In no event shall Supplier be liable to Owner or any third party beneficiary to the Agreement for any special, incidental, indirect, punitive or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of Supplier, its employees, agents or Subcontractors. This exclusion of liability for special, incidental, indirect, punitive or consequential loss or damage applies to loss of profits or revenue, cost of capital, loss of use of equipment or facilities, cost of purchased or replacement power or Claims of customers due to loss of service. This exclusion does not apply to third party Claims requiring indemnification under Articles 27 and 28 of these General Conditions or if the Agreement is terminated by Owner for default pursuant to the Agreement, including Article 24 of these General Conditions.

30. **DISPUTES.**

- 30.1 The Parties agree that all disputes arising out of the Agreement shall be subject to this Article 30.
- 30.2 In the event of a dispute, authorized representatives from each Party familiar with the Work will meet to resolve the dispute. If these representatives fail to resolve the dispute within seven (7) days, senior representatives from each Party will meet to resolve the dispute. If the senior representatives are unable to resolve the dispute in seven (7) days, such dispute shall be subject to the remaining provisions below.
- 30.3 Any disputes under the Agreement will be governed by the internal laws of the State Minnesota, without regard to conflict of laws provisions, and any action brought with respect to the Agreement shall be venued in State Court, Otter Tail County, Minnesota.

31. **INDEPENDENT CONTRACTOR.**

- 31.1 The Parties expressly agree that Supplier is an independent contractor and is not an employee, partner or joint venturer of Owner. Supplier shall (i) exercise its independent professional judgment in the performance of the Agreement, and (ii) supply the manner and means of performance of the Work hereunder. Supplier, its Subcontractors and their respective employees, agents and other representatives shall not have the right to represent or bind Owner in any manner.
- 31.2 Supplier and its Subcontractors are directly and solely responsible for the safety of their respective agents, employees and other representatives. Owner in no way assume any of the duties, obligations or liabilities attributed to Supplier under the Agreement. Supplier shall immediately report via telephone and in writing to an Owner's representative all accidents in connection with the Work that result in death, personal injury, or property damage.
- 31.3 Any and all agents, employees and Subcontractors of Supplier provided to perform the Work shall be the agent, employee or Subcontractor of Supplier. Supplier shall be solely responsible for the wages, salary, overtime, taxes, benefits (if any) and any and all other payments or benefits owed to an agent, employee or Subcontractor of Supplier for Work provided under or pursuant to the Agreement. No Supplier's employee shall be entitled to any retirement, welfare, fringe or other benefit provided by Owner to Owner's employees.
- 31.4 If for any reason an investigation is conducted or a proceeding commenced by any Governmental Body, the purpose of which is to determine whether for any reason a Supplier's employee is an employee of Owner, Supplier shall assist and cooperate with Owner in preparing a response to or defending against, as the case may be, any such investigation or proceeding or the appeal of any such investigation or proceeding. Supplier shall reimburse Owner for any and all reasonable costs Owner incur in the preparation and presentation of Owner's response to any such investigation or proceeding; provided, however, that Supplier shall not be responsible for such costs to the extent such costs are caused by a breach by Owner of the Agreement.
- 31.5 If it is determined by a Governmental Body, that a Supplier's employee is an employee of any of the Owner and Owner elects not to appeal such determination or such determination shall not be appealable, Supplier shall reimburse Owner for any damages or costs or penalties of any kind which Owner is ordered to pay by the Governmental Body. The Parties further agree that if a Governmental Body determines that a Supplier's employee is an employee of any of the Owner; such Supplier's employee shall be considered to be

an employee of such Owner or Owner's only and solely to the extent set forth in the determination of the Governmental Body and for no other purpose.

32. **ASSIGNMENT AND SUBCONTRACTING.**

- 32.1 Supplier shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Owner. Unless otherwise agreed to in writing by Owner, no assignment will release or discharge Supplier from any obligations under the Agreement.
- 32.2 Supplier may not subcontract its responsibilities under the Agreement without the prior written permission of Owner. To the extent Owner agrees to allow Supplier to subcontract any portion of the Work, Supplier shall ensure that all Subcontractors are bound by the terms of the Agreement, including these General Conditions, in a writing executed by Supplier and Subcontractor. Furthermore, the agreement between the Supplier and Supplier's Subcontractor shall be subject to the review and approval by the Owner. Owner shall be and are intended third party beneficiaries of any Subcontractor agreement. Any delegation of the Work through subcontracting shall not relieve Supplier of its responsibilities under the Agreement nor result in extra cost or liability to Owner.
- 32.3 It is the intent of these General Conditions that Supplier shall perform the majority of the Work with its own forces and under the management of its own organization. Specific portions of the Work may be subcontracted only to Subcontractors who have been listed in the proposal data and who are accepted by Owner.

33. **EQUAL EMPLOYMENT OPPORTUNITY.**

- 33.1 As part of Owner's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby notify Consultant that Owner is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Owner takes affirmative steps to employ and advance in employment qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Owner further notifies Consultant that as an entity supplying goods or services to Owner, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60-1.4(a)); and

The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300.5(a)); and

Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741.5(a)); and

Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

34. **THIRD PARTY BENEFICIARIES.**

- 34.1 Except for the third parties described or named in the Agreement, including these General Conditions, no provision of the Agreement shall in any way inure to the benefit of any third

person so as to make any such person a third party beneficiary of the Agreement or of any one or more of the terms of these General Conditions.

35. **PUBLICITY.**

35.1 Supplier shall not make any announcement or release any information, publicity or photographs concerning the Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

36. **HEADINGS.**

36.1 Article headings and titles are included for the convenience of the Parties and shall not affect the meanings of the terms or conditions hereof.

37. **SEVERABILITY.**

37.1 In the event any words, phrases, clauses, sentences or other provisions hereof are invalid or violate any Applicable Law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Agreement, and the remaining provisions of the Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and the Agreement, as reformed, shall be valid, enforceable and in full force and effect.

38. **ENTIRE AGREEMENT AND WAIVER; JOINT EFFORT.**

38.1 The Agreement constitutes the entire and sole agreement between the Parties concerning the subject matter of the Agreement and all prior negotiations, representations, understandings or agreements are not part of the Agreement and shall have no force or effect. Any waiver by either Party of any provision or condition of the Agreement must be in writing and signed by the Party to be bound. No such waiver shall be construed or deemed to be a waiver of any other provision or condition of the Agreement, nor a waiver of subsequent breach of the same provision or condition. Preparation of this Agreement has been a joint effort of the Parties and the resulting document (or any portion) is not to be construed more severely against one of the Parties than against the other.

39. **AUTHORITY OF OWNER AND OWNER'S REPRESENTATIVES.**

39.1 Owner's construction manager and its other designated representative(s) will direct and coordinate all Project contracts except those activities specified elsewhere in the Contract Documents to be directed and coordinated by a representative designated by Owner. Owner and its construction manager or such designated representative(s) at all times shall have reasonable access to the Work or the shops of Supplier for inspection of the Work or any part thereof. Except as otherwise specified in the Contract Documents, such representative shall make all explanations and directions which shall be necessary to the performance of the Work required, including interpretation of the Contract Documents; however, Supplier's right of dispute resolution shall apply to all decisions and directions of such representative.

40. **SURVIVAL.**

40.1 In the event of termination or expiration of the Agreement, the following sections (in their entirety) and subsections of these General Conditions shall survive any such termination or expiration: Articles 15 (Supplier Warranties), 16 (Insurance), 19 (Right to Audit), 20 (Taxes), 21.1 (Bonds/Letters of Credit), 25 (Confidential Information), 27 (Indemnity), 28 (Infringement), 29 (Limitation of Liability), 30 (Disputes), 34 (Third Party Beneficiaries), 35



(Publicity), 36 (Headings), 37 (Severability), 38 (Entire Agreement and Waiver), 39 (Authority of Owner and Owner's Representatives) and 40 (Survival).

**[The remainder of this page has been intentionally left blank]**

## **Exhibit A1 – SPECIAL TERMS AND CONDITIONS FLOW DOWN REQUIREMENTS**

Whereas Otter Tail and Supplier are parties to an Agreement (hereinafter “Agreement”) dated \_\_\_\_ whereby Supplier has agreed to provide material supply services to Owner in support of Owner’s NDIC Agreement with the North Dakota Industrial Commission (NDIC) to perform work associated with a Department of Energy Grant;

Whereas Owner’s NDIC Agreement with the NDIC authorizes Owner to engage sub-contractors provided the subcontract acknowledges the binding nature of the NDIC Agreement and incorporates the NDIC Agreement, including any attachments into Otter Tail’s subcontracts, including the Service Agreement.

Whereas the NDIC Agreement further requires that Otter Tail comply with certain federal flow down requirements referenced in 2 C.F.R. 200.327 and ensure such requirements, as applicable, flow down to sub-contractors; and

Owner and Supplier acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is acknowledged.

Now Therefore, Owner and Supplier agree as follows:

1. **Acknowledgement of NDIC Agreement.** Supplier acknowledges through this Agreement the binding nature of the NDIC Agreement between Owner and NDIC. Supplier further acknowledges that the NDIC Agreement, including any attachments are hereby incorporated into the subcontract. The NDIC Agreement is attached hereto as Addendum 1.
2. **Requirements of 2 CFR 200.327**  
The following terms are hereby incorporated into the Services Agreement.
  - A. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, for all Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 Supplier agrees to comply with all equal opportunity requirements.
  - B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** For construction or repair contracts in excess of \$2,000, or is otherwise required by Federal program legislation, Supplier agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Under these requirements, Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier must pay wages not less than once a week.
  - C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** For construction or repair contracts in excess of \$2,000, Supplier agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Suppliers and Subcontractors on Public Building or

- Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Supplier is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Order is in excess of \$100,000 and involve the employment of mechanics or laborers, Supplier shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Supplier is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
- E. **Rights to Inventions Made Under a Contract or Agreement.** If the Order is for the performance of Federally funded research, development, or experimental work, Supplier agrees to provide to North Dakota Industrial Commission and the U.S. government rights in any invention as contemplated by 37 C.F.R. Part 401 “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and to comply with 37 C.F.R. Part 401 and any awarding agency implementing regulations.
- F. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** If the Order is in excess of \$150,000, Supplier shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This Agreement is issued with the understanding that the vendor is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from participation in any federal program, including but not limited to grants, contracts and/or cooperative agreements, and that it will notify Otter Tail immediately if it is placed on the SAM Exclusions list.

- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If the Order is for \$100,000 or more, Supplier and any of its subcontractors or suppliers shall file the certification required by this statute and its implementing regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the North Dakota Industrial Commission.
- I. **Procurement of Recovered Materials (2 C.F.R. 200.323).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. To the extent applicable, Supplier shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Energy Policy and Conservation Act (42 U.S.C. 6201).** Supplier agrees to comply with all mandatory standards and policies relating to energy efficiency standards which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- K. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. 200.216).** Supplier shall not expend funds received under this Agreement to
- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**L. Domestic Preference for Procurements (2 C.F.R. 200.322).** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Supplier shall include the requirements of this provision in any lower-tier awards under this Agreement. For the purposes of this Agreement:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

**M. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321).** Supplier shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- f. If further subcontracts are to be let, Supplier shall take the affirmative steps listed in (a) through (e) above.
- N. **Access to Records (2 CFR 200.337).** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the North Dakota Industrial Commission, and Otter Tail, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Supplier which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Supplier's personnel for the purpose of interview and discussion related to such documents

### 3. **BUY AMERICAN REQUIREMENTS FOR INFRASTRUCTURE PROJECTS (MARCH 2023)**

#### A. **Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement-** means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the Buy America Requirement.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities;

broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project-** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public-** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

## **B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.



# **Otter Tail Power Company**

## **NDTA Line Hardware**

### **Exhibit B - Scope of Work**

**July 11, 2025**

NDTA Line Hardware  
Exhibit B – Scope of Work

**1.0 General Project Description**

- 1.1 Supplier will exercise its best efforts and resources available in a diligent and professional manner to provide the listed materials in the estimated quantities (brand name or equivalent product) listed in Exhibit F – Schedule of values as and when requisitioned by Owner via multiple Purchase Orders. Upon request, Owner will provide specification for specialty or complex item(s).
- 1.2 Supplier may reference Exhibit G-Line Hardware Approved Manufacturers for a list of material pre-approved by Owners. Supplier may also provide an equivalent product but is subject to Owners review and approval. Materials purchased under this agreement will be given domestic preference.
- 1.3 Additional materials may be added to the scope of work after an executed contract

**2.0 Assumptions**

- 2.1 The materials and quantities are estimates and the actual procurement of materials will occur through purchase orders issued under the resulting agreement.
- 2.2 The delivery locations are estimates and may be consolidated or expanded to best support construction.

**3.0 Pricing and Freight**

- 3.1 Supplier shall establish a fixed unit price for each item. The Supplier's prices shall not change without written notice and acceptance by Owner and are more clearly identified in Exhibit F-Schedule of Values.
- 3.2 Supplier shall establish fixed freight rates in accordance with the delivery zones identified in Exhibit F- Schedule of Values. Owner and Supplier will collectively coordinate deliveries in as close to full truckload quantity as possible.
  - 3.2.1 Supplier to provide Job Trailer or on-site storage policy and applicable rates. (if available)
- 3.3 Supplier agrees to: communicate opportunities for alternatives that could result in savings (either total cost of ownership savings or upfront savings) while still maintaining same or better form / fit / function. Provide recommendations for material flow / organization at locations; pass any volume incentives or rebates offered by manufacturers.

**4.0 Kitting**

- 4.1 Supplier to provide Kitting policy and applicable rates.
- 4.2 An example of a Kitting bill of materials is provided as Attachment 3 – Sample Kitting Request (for reference of kitting size, actuals may vary)

**5.0 Domestic Preference**

- 5.1 Reference Exhibit A1- Special Terms and Conditions Flow Down Requirements

**6.0 Returns**

- 6.1 Owner shall have the ability to return unused and unopened boxes of excess inventory. Unless items are special ordered and noted as non-returnable.
- 6.2 Supplier to provide Return policy and restocking fee or percentage.
- 6.3 Returns processing – Supplier shall facilitate returns from Purchase Orders or excess stock that can be put back in inventory at the Suppliers location.

NDTA Line Hardware  
Exhibit B – Scope of Work

**7.0 Reporting**

**7.1** Supplier shall prepare the following reports for the Owner as requested.

**7.1.1 Open Order Reports** – open order reports indicating Owner purchase order number, Stock Number, quantity, and expected delivery date.

**7.1.2 Domestic Preference Reports** - Supplier shall provide report indicating the status and/or certifications of compliance or equivalent documentation for proof of compliance that articles, materials, and supplies are produced in the United States.

**8.0 Support**

**8.1** Suppliers shall provide, at a minimum, the following Support services and contact information for each of the following areas.

**8.1.1 Field Support** – Supplier shall identify key personnel that can be contacted for field support.

**8.1.2 Manufacture Technical Support** – Supplier shall provide a Manufactures rep for technical support. (as needed)

**8.1.3 New product Development and Introduction** – Supplier shall work with Owner on new or alternative materials that may be needed in support of the work. (as needed)

**9.0 Quality Control**

**9.1** Supplier shall identify methods and procedures to ensure compliance and service levels are maintained to the Owners requirements.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS – SUPPLY**

- 1.1 Supplier shall procure, maintain and pay for such insurance that will protect against claims for bodily injury or death, or for damage to property, which may arise out of Work or operations by the Supplier or its agents or by any Subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Supplier, shall furnish, and shall cause its agents and Subsuppliers to furnish, “Certificates of Insurance” evidencing such insurance prior to beginning the applicable Work. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state where Work or operations will be performed by Supplier and with a “Best’s” rating of not less than A:VII.
- 1.2 Supplier shall maintain, and shall cause its Subcontractor to maintain, at a minimum, the following limits of insurance:

Workers’ Compensation	Statutory Limits – Supplier shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the Work.
Employer’s Liability	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability, including Stop Gap coverage if applicable	\$1,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 any one accident or loss
Umbrella/Excess Liability	\$5,000,000

- 1.3 Commercial General Liability insurance required under this paragraph shall include coverage for Products/Completed Operations which shall be maintained for a period of three (3) years after completion of the Work or such longer period as the Agreement documents may require and shall cover as “insured contracts”, subject to the standard terms and conditions of the policy, Supplier’s indemnity obligations under this Agreement and other contractual indemnities assumed by Supplier under the Agreement documents. Supplier shall name the Owners (each, by name) as “additional insured” using ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent). Such insurance afforded to the Owners as “additional insured” shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Owners.
- 1.4 Commercial Automobile Liability insurance required under this paragraph shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Supplier. Supplier shall name the Owners (each, by name) as “additional insured”. Such insurance afforded to the Owners as “additional insured” shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Owners.
- 1.5 Employer’s Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- 1.6 All insurance policies and coverage afforded herein shall not be cancelled or non-renewal, without Supplier providing thirty (30) days prior written notice to the Owners. Certificates of Insurance shall be filed with Owners prior to the start of Supplier’s Work. Such Certificates of Insurance shall specifically designate the name of the project for which the certificate is required, and shall provide satisfactory evidence that Supplier has complied with all insurance requirements, including evidence that Owners (each, by name) have been added as “additional insured.”

- 1.7 Waiver of Subrogation/Rights of Recovery: Supplier and its Subcontractors of every tier and their respective insurers providing the Commercial General Liability, Automobile, Liability, Workers Compensation/Employers Liability and Umbrella/Excess Liability policies shall waive all rights of recovery against the Owners and their respective parent companies, subsidiaries, related and affiliated companies of each, and the officers, directors, agents, and employees.
- 1.8 No Representation of Coverage Adequacy. In specifying Suppliers insurance requirements, Owners do not represent that such insurance is adequate to protect Supplier for loss, damage or liability arising from its Work. Supplier is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself. These insurance requirements shall not be construed to relieve Supplier for liability in excess of such coverage, nor shall it preclude Owners from taking such other actions as is available to it under any other provision of the Agreement. To the extent Supplier maintains insurance greater than these minimum requirements; Supplier agrees that such insurance shall be applicable to any of Supplier's liability obligations. Any acceptance of Certificates of Insurance by Owners shall in no way limit or relieve Supplier of its duties and responsibilities under this Agreement, including the duty to indemnify and hold harmless Owners.
- 1.9 Compliance. Failure of Supplier to maintain the required insurance shall constitute a default under this Agreement and, at Owners' option, shall allow Owners to terminate this Agreement for default, withhold payment and/or purchase the required insurance at Supplier's expense.
- 1.10 Subcontractors. All Subcontractors are subject to the same insurance requirements as Supplier. Supplier shall cause each Subcontractor employed by Supplier to purchase and maintain such insurance. Upon request, Supplier shall furnish Owners with copies of Certificates of Insurance evidencing coverage for each Subcontractor.

**Exhibit F – Schedule of Values**  
**NDTA Line Hardware**

Instructions for bidder: Please identify the ideal approved manufacturer and catalog number (referencing Exhibit G-Line Hardware Approved Manufacturers) in columns G and H, input corresponding unit price and lead time in column J and K. Bidders may also provide an alternate manufacturer and catalog number in columns M and N and input corresponding alternate unit price and lead time in columns P and Q. Suppliers must make best effort to provide domestic preference status in columns I or O.

Please provide freight/transportation pricing in the table below. If none, please explain in detail in final proposal.

Line	StockNum	Description	Estimated Quantity Needed	Unit of Measure	Approved Manufacturer	Approved Catalog Number	Produced in United States Y/N	Unit Price	Lead Time (Weeks)	Subtotal	Alternate Manufacturer	Alternate Catalog Number	Produced in United States Y/N	Alternate Unit Price	Alternate Lead Time (Weeks)	Alternate Subtotal
1	101130500	BOLT GALV CARRIAGE 3/8 IN X 5 INCH	105	EA						\$ -						\$ -
2	101251800	BOLT GALV DOUBLE ARM 5/8 X 18	26	EA						\$ -						\$ -
3	101252000	BOLT GALV DOUBLE ARM 5/8 X 20	26	EA						\$ -						\$ -
4	101451000	BOLT GALV EYE OVAL 5/8 X 10	112	EA						\$ -						\$ -
5	101451200	BOLT GALV EYE OVAL 5/8 X 12	30	EA						\$ -						\$ -
6	101640500	BOLT GALV MACHINE 1/2 X 5 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	655	EA						\$ -						\$ -
7	101640600	BOLT GALV MACHINE 1/2 X 6 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	5	EA						\$ -						\$ -
8	101641000	BOLT GALV MACHINE 1/2 X 10 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	427	EA						\$ -						\$ -
9	101651000	BOLT GALV MACHINE 5/8 X 10 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	192	EA						\$ -						\$ -
10	101651200	BOLT GALV MACHINE 5/8 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	976	EA						\$ -						\$ -
11	101651400	BOLT GALV MACHINE 5/8 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	336	EA						\$ -						\$ -
12	101651600	BOLT GALV MACHINE 5/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	228	EA						\$ -						\$ -
13	101651800	BOLT GALV MACHINE 5/8 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	8	EA						\$ -						\$ -
14	101652000	BOLT GALV MACHINE 5/8 X 20 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	5	EA						\$ -						\$ -
15	101660300	BOLT GALV MACHINE 3/4 X 3 W/COTTER KEY BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	86	EA						\$ -						\$ -
16	101660800	BOLT GALV MACHINE 3/4 X 8 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	10	EA						\$ -						\$ -
17	101661200	BOLT GALV MACHINE 3/4 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	4	EA						\$ -						\$ -
18	101661400	BOLT GALV MACHINE 3/4 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	997	EA						\$ -						\$ -
19	101661600	BOLT GALV MACHINE 3/4 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	350	EA						\$ -						\$ -
20	101661800	BOLT GALV MACHINE 3/4 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	113	EA						\$ -						\$ -
21	101670400	BOLT GALV MACHINE 7/8 X 4 W/COTTER KEY 8-84 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	9	EA						\$ -						\$ -
22	101671200	BOLT GALV MACHINE 7/8 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	32	EA						\$ -						\$ -
23	101671400	BOLT GALV MACHINE 7/8 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	111	EA						\$ -						\$ -
24	101671600	BOLT GALV MACHINE 7/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	169	EA						\$ -						\$ -
25	101671800	BOLT GALV MACHINE 7/8 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	18	EA						\$ -						\$ -
26	101672000	BOLT GALV MACHINE 7/8 X 20 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	6	EA						\$ -						\$ -
27	101672400	BOLT GALV MACHINE 7/8 X 24 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	6	EA						\$ -						\$ -
28	101672600	BOLT GALV MACHINE 7/8 X 26 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	81	EA						\$ -						\$ -
29	103482200	BOLT SS 1/2 X 2 FULL THREADS #304 STAINLESS ASTM F593C W/ SILICON BRONZE NUT, 2 SS ROUND FLAT WASHERS & 1 SS SPLIT LOCK WASHER	8	EA						\$ -						\$ -
30	105403800	NUT LOCKNUT MF 3/8 MF	271	EA						\$ -						\$ -
31	105404800	NUT LOCKNUT MF 1/2 MF	211	EA						\$ -						\$ -
32	105405800	NUT LOCKNUT MF 5/8	1087	EA						\$ -						\$ -
33	105406800	NUT LOCKNUT MF 3/4	477	EA						\$ -						\$ -
34	105407800	NUT LOCKNUT MF 7/8	230	EA						\$ -						\$ -
35	105605800	NUT SQUARE GALV 5/8 GALV	284	EA						\$ -						\$ -
36	105606800	NUT SQUARE GALV 3/4 GALV	3	EA						\$ -						\$ -
37	105607800	NUT SQUARE GALV 7/8 GALV	18	EA						\$ -						\$ -
38	106263300	WASHER CURVED SQUARE 3X3 11/16 IN HOLE 1/4 IN THICK GALV	212	EA						\$ -						\$ -
39	106264400	WASHER CURVED SQUARE 4 X 4 X 1/4" HOLE 13/16"	376	EA						\$ -						\$ -
40	106274400	WASHER CURVED SQUARE 4X4 15/16 IN HOLE 1/4 IN THICK GALV	259	EA						\$ -						\$ -
41	106404800	WASHER LOCK STAINLESS - TO FIT BOLT SIZE 1/2"	179	EA						\$ -						\$ -
42	106405200	WASHER STAINLESS STEEL, ROUND FLAT, 1 3/8" O.D.X 9/16" TO FIT 1/2" BOLT	358	EA						\$ -						\$ -
43	106414800	WASHER SPLIT LOCK GALV 1/2	1208	EA						\$ -						\$ -
44	106416500	WASHER SPRING LOCK GALV 5/8	715	EA						\$ -						\$ -
45	106416800	WASHER SPRING LOCK GALV 3/4	587	EA						\$ -						\$ -
46	106417800	WASHER SPRING LOCK GALV 7/8	230	EA						\$ -						\$ -
47	106626800	WASHER ROUND 13/16 IN HOLE 2 IN O.D. 9 GAUGE GALV FOR 3/4 IN BOLT	32	EA						\$ -						\$ -

48	106627800	WASHER ROUND 15/16 IN HOLE 2" (+1/4", - 0") OD, 1/4" (+ 0",- 1/16") THICK GALV	66	EA						\$ -					\$ -
49	106842200	WASHER SQUARE 2X2 9/16 IN HOLE 1/8 IN THICK GALV	344	EA						\$ -					\$ -
50	106852200	WASHER SQUARE 2 1/4X2 1/4 11/16 IN HOLE 3/16 IN THICK GALV	3280	EA						\$ -					\$ -
51	106863400	WASHER SQUARE 3X3 13/16 IN HOLE 1/4 IN THICK GALV	10	EA						\$ -					\$ -
52	108443800	SCREW LAG HEX HEAD ZINC-PLATED 1/4" X 2" WITH 5/8" STEEL/NEOPRENE GASKET WASHER	8675	EA						\$ -					\$ -
53	108444500	SCREW LAG 1/2" X 4 1/2" FETTER DRIVE WITH DRIVE POINT OR PILOT POINT. NEMA STD.	12	EA						\$ -					\$ -
54	108841000	SCREW CAP HEX HEAD, 1/2"X 1" LONG W/13 THREADS PER INCH THREADED TO HEAD, ZINC-PLATED.	1208	EA						\$ -					\$ -
55	110030500	XARM BRACE PAIR WOOD 5' X 18" DROP, TOP HOLE 9/16", BOTTOM HOLE 11/16"	4	EA						\$ -					\$ -
56	110052800	XARM BRACE FLAT STEEL 28IN LONG 26IN BC 1/4IN X 1-1/4ININGALVANIZED 7/16IN ARM & 9/16IN POLE HOLES 17-3/4IN DROP FROM XARM THROUGH BOLT TO BRACE MOUNTING BOLT	271	EA						\$ -					\$ -
57	110074800	XARM BRACE WOOD PAIR 7 FT. X 24 IN. DROP TOP HOLE 13/16. BOTTOM HOLE 11/16	69	EA						\$ -					\$ -
58	110908000	XARM PIN STEEL DIST 1 IN THREAD 5/8 X 6 1/2 IN SHANK	291	EA						\$ -					\$ -
59	110909000	XARM PIN STEEL DIST 1 IN HEAD 3/4 X 6 1/2 IN SHANK	40	EA						\$ -					\$ -
60	112310100	RACK 1 SPOOL WITHOUT/INS	176	EA						\$ -					\$ -
61	113134700	BRACKET CUTOOT & ARRESTER POLE MOUNT	3	EA						\$ -					\$ -
62	113170100	BRACKET POLE TOP HD FOR LONG STUD	14	EA						\$ -					\$ -
63	113713000	RIDGE IRON FOR 8"- 9" POLE TOP DIAMETER PERCH DETERRENT DESIGN INCLUDES RIDGE IRON, PIN SHANK SUPPORT, 2 BAND STRAPS AND 2 THREADED RODS W/ 4 NUTS EACH	47	EA						\$ -					\$ -
64	113763200	RIDGE IRON ASSEMBLY INCLUDES CROSS PLATE AND SIDE ANGLES 15" TOP OF POLE TO SHACKLE IN CROSS PLATE FOR POLES 7" TO 11" POLE TOP DIAMETER	47	EA						\$ -					\$ -
65	113830000	PLATE, POLE BEARING WITHOUT MOUNTING HARDWARE	174	EA						\$ -					\$ -
66	113911500	PIN POLE TOP 15 IN & LONGER 1 IN THREAD	66	EA						\$ -					\$ -
67	115062800	GUY ANCHOR POWER SCREW 10" W/ 1" THREAD SINGLE HELIX LESS ROD & TWINEYE NUT	55	EA						\$ -					\$ -
68	115067000	GUY ANCHOR ROD 3/4 X 7FT W/1 IN THD THREAD FOR PWR SCRW ANCHOR INCLUDES TWINEYE NUT LESS COUPLING GALV	55	EA						\$ -					\$ -
69	115069600	GUY ANCHOR POWER SHAFT 8" & 10" (2-FLITE) 1-1/2" SQ SHAFT	25	EA						\$ -					\$ -
70	115070600	GUY ANCHOR ROD 1 1/2 IN X 5' SQUARE SHAFT EXTENSION (USE WITH 115069600)	147	EA						\$ -					\$ -
71	115071500	GUY ANCHOR NUT, TRIPLE EYE FOR USE ON 1 1/2" SQUARE SHAFT ANCHORS AND RODS	25	EA						\$ -					\$ -
72	115113300	GUY ATTACH HOOK TWO HOLE	56	EA						\$ -					\$ -
73	115114000	GUY ATTACH CLAMP GUY BOND 3/4" - 1"	89	EA						\$ -					\$ -
74	115129500	GUY ATTACH DEAD END TEE CURVED BASE 6 IN. HOLE 15/16" STEM HOLE 13/16" MOUNTING HOLES 6" C TO C	6	EA						\$ -					\$ -
75	115129700	GUY ATTACH DEAD END TEE CURVED BASE 15/16" STEM HOLE 15/16" MOUNTING HOLES 6" C TO C	56	EA						\$ -					\$ -
76	115130000	GUY ATTACH ROLLER 13/16" HOLE 13/16" THICK	51	EA						\$ -					\$ -
77	115130100	GUY ATTACH ROLLER 15/16 IN HOLE	6	EA						\$ -					\$ -
78	115405800	GUY EYE LET OVAL 5/8 IN. WITH SLOTTED BOLT HOLE.	40	EA						\$ -					\$ -
79	115630600	GUY GRIP PREFORMED 3/8 35 IN LONG - "B" GRADE ORANGE	205	EA						\$ -					\$ -
80	115630700	GUY GRIP PREFORMED 7/16 38 IN LONG - "B" GRADE GREEN	172	EA						\$ -					\$ -
81	115730800	GUY MARKER, 8' YELLOW PLASTIC, ORANGE REFLECTORIZED, 2.75" DIA., 4 PIECES OF REFLECTIVE 3M TAPE AND V GROOVE CLAMP	57	EA						\$ -					\$ -
82	116194800	GROUND CLAMP FOR 1/2 IN COPPER CLAD GROUND ROD, WIRE SIZE 38-2 STR.	115	EA						\$ -					\$ -
83	116195800	GROUND CLAMP FOR 5/8" GALVANIZED GROUND ROD, WIRE SIZE #10-1/0 STR. INCL 5/16" GALVANIZED STEEL.	104	EA						\$ -					\$ -
84	116202800	GROUND CLIP BONDING FOR 5/8 IN BOLTS	243	EA						\$ -					\$ -
85	116203400	GROUND CLIP BONDING FOR 3/4 IN. BOLTS	3	EA						\$ -					\$ -
86	116210000	GROUND CLIP BONDING FOR 7/8 IN. BOLTS	18	EA						\$ -					\$ -
87	116611100	GROUND LUG TRANSFORMER 1/2"-13 STUD THREAD	26	EA						\$ -					\$ -
88	116611300	GROUND LUG STEEL POLE ONE BOLT VICE STYLE CONNECTOR CLAMPING RANGE 8 SOL - 1/0 STR 1/2 IN-13 STUD THREAD	185	EA						\$ -					\$ -
89	116641500	GROUND LUG BONDING BOLT 1/2X1 1/2 IN (GWB 51-1/2)	47	EA						\$ -					\$ -
90	116841000	GROUND ROD SECTIONAL 1/2" X 10' CUWELD NEMA GR-1 NON-THREADED	123	EA						\$ -					\$ -
91	116861000	GROUND ROD GALV 5/8 IN X 8 FT	104	EA						\$ -					\$ -
92	116922500	STAPLE, GROUND ½ IN X 1-1/2 IN ZINC AL COATED HOT DIP GALVANIZED STEEL, 9 GAUGE BARBED AND ADHESIVE COATED POINT DIAMOND CROWN TAPE COLLATED FOR USE WITH MILWAUKEE CORDLESS FENCING STAPLER ON CCA TREATED POLES ORDER BY BOX. 960 STAPLES/BOX.	21	EA						\$ -					\$ -
93	118751200	SHIELD WIRE SUPPORT BRACKET DOUBLE 5/8" X 12" WITH 1/2" CHAIN LINK	2	EA						\$ -					\$ -
94	118751500	SHIELD WIRE SUPPORT BRACKET SINGLE 5/8" X 14" WITH 1/2" CHAIN LINK	64	EA						\$ -					\$ -
95	120023000	INSULATOR BUS SUPPORT POST 3 IN B.C. 22 IN HIGH 46 KV INSUL. DIAM. 8 IN. STD STRENGTH COLOR-GRAY	305	EA						\$ -					\$ -

96	120454200	INSULATOR GUY STRAIN 12000 LB 54-2	19	EA						\$ -					\$ -
97	120467800	INSULATOR GUY STRAIN FIBERGLASS 78 INCH - 30,000 LB. CLEVIS ROLLER TO CLEVIS ROLLER 3/4" PIN 1" CLEVIS OPENING 2.04" PIN CENTER TO CLEVIS VALLEY ROLLER CHANNEL DIAMETER 1.9"	33	EA						\$ -					\$ -
98	120521200	INSULATOR PIN TYPE 7.2-14 KV 1 IN THREAD (55-3 WITH 5/8" R SIDE GROOVE) C NECK	493	EA						\$ -					\$ -
99	120522100	INSULATOR PIN TYPE 23 KV 1" THREAD 55-5 F NECK INSUL DIAM 7-1/2"	20	EA						\$ -					\$ -
100	120618200	INSULATOR VERTICAL LINE POST 46 KV UNIVERSAL CLAMP TOP CONDUCTOR RANGE 0.2" - 1.34" WITH 3/4"-10 STUD BASE	48	EA						\$ -					\$ -
101	120619500	INSULATOR VERTICAL LINE POST POLYMER 69 KV TIETOP F NECK 26.1" OVERALL LENGTH	205	EA						\$ -					\$ -
102	120621600	INSULATOR POLYMER HORIZONTAL LINE POST 115KV CLAMPTOP, CAST GAIN BASE, MAXIMUM 52" BASE TO CONDUCTOR, MIN LEAKAGE DISTANCE 94", MIN CIFO+ (WITHSTAND) 590KV (553) CIFO- (WITHSTAND) 705KV (590)	120	EA						\$ -					\$ -
103	120622000	INSULATOR POLYMER HORIZONTAL LINE POST 115/138 KV CLAMPTOP, TWO PIECE CAST GAIN BASE, MAXIMUM 65.5" BASE TO CONDUCTOR, MIN LEAKAGE DISTANCE 148".	24	EA						\$ -					\$ -
104	120623500	INSULATOR POLYMER HORIZONTAL LINE POST 69 KV CLAMP TOP 1.75 IN ROD GALVANIZED GAIN BASE MAX LENGTH 27.4" CONDUCTOR TO POLE	184	EA						\$ -					\$ -
105	120624500	INSULATOR LINE POST HORIZONTAL 69 KV 2 HOLE DROP TONGUE 2 IN ROD GALVANIZED GAIN BASE MAX LENGTH 29.3" CONDUCTOR TO POLE MDCL 1721 LBS	8	EA						\$ -					\$ -
106	120710100	INSULATOR , SPOOL, FOR RACK &/OR SINGLE UPSET 53-2 EEI CLASS 53-2 GRAY COLOR FOR NEW PURCHASES	206	EA						\$ -					\$ -
107	120906500	INSULATOR SUSPENSION POLYMER 1 PIECE 15 KV CLEVIS AND EYE. 15 KIP FERROUS END FITTINGS REQUIRED	44	EA						\$ -					\$ -
108	120911500	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-3 20000 LB FERROUS END FITTINGS REQUIRED	850	EA						\$ -					\$ -
109	120912300	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-5 30000 LB FERROUS END FITTINGS REQUIRED	42	EA						\$ -					\$ -
110	120912500	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-8 40000 LB FERROUS END FITTINGS REQUIRED	150	EA						\$ -					\$ -
111	120955200	INSULATOR SUSPENSION POLYMER 69KV, 1 PIECE Y-CLEVIS GROUND FITTING BALL LINE FITTING, 46" LENGTH 109" LEAKAGE	8	EA						\$ -					\$ -
112	120956000	INSULATOR, SUSPENSION POLYMER 115 KV, 1 PIECE Y-CLEVIS GROUND FITTING BALL LINE FITTING 25,000 LB SPECIFIED MECHANICAL LOAD	3	EA						\$ -					\$ -
113	121015100	INSULATOR BALL CLVS 2 1/2-3 IN.L 5/8 PIN 13/16 OPN 30M LB	16	EA						\$ -					\$ -
114	121015300	INSULATOR BALL CLVS 4 5/16" L 7/8 PIN 15/16 OPN 50M LB FOR USE WITH 40,000 LB BALL AND SOCKET INSULATORS CLASS 52-8 AND 52-11 PER ANSI SPEC C-29.2-71.	6	EA						\$ -					\$ -
115	121137000	INSULATOR CLEVIS (Y) BALL 2 1/2-3 1/2 IN.L 3/4 BOLT W/CTR PIN 30M LAPP 7595 B	222	EA						\$ -					\$ -
116	121138000	INSULATOR CLEVIS (Y) BALL 1-13/16" BOLT TO CLEVIS 3-15/16" BOLT TO BALL CENTER 7/8 BENT BOLT W/ CTR PIN 50M FOR USE WITH CLASS 52-8 & 52-11 INSULATORS PER ANSI SPEC C-29.2-71	15	EA						\$ -					\$ -
117	121303400	INSULATOR LINK CONNECTING STRAIGHT, 1/4" X 2" X 6" HOLE TO HOLE. 13/16" HOLES ULTIMATE STRENGTH 15,000 LBS	86	EA						\$ -					\$ -
118	121423100	INSULATOR SOCKET EYE 2-1/8" (+, - 1/16") L, 1-1/8" (+, - 0") W, 1-5/8" (+, - 0) EYE OD, 11/16" HOLE MINIMUM 30 KIPS ULTIMATE	3	EA						\$ -					\$ -
119	121424100	INSULATOR SOCKET EYE 2-3/16" (+, - 1/8") L, 1/2" (+, - 1/16") W, 1-1/2" (+1/8", - 0") EYE OD, 11/16" HOLE MINIMUM 15 KIPS ULTIMATE	132	EA						\$ -					\$ -
120	121428300	INSULATOR SOCKET EYE H L LINK, 30 KIP ULT 10"L, 5/8" EYE WIDTH 7/8"-1" EYE RADIUS W/ 11/16" D PIN HOLE, 7/8" MAT	8	EA						\$ -					\$ -
121	121430000	INSULATOR SOCKET EYE 5-1/2" (+, - 0") L, 1-1/16" (+, - 0") W, 2-1/4" (+, - 0) EYE OD, 1-1/16" HOLE MINIMUM 50 KIPS ULTIMATE FOR USE WITH 40,000 LB BALL AND SOCKET INSULATORS CLASS 52-8 AND 52-11 PER ANSI SPEC C-29.2-71	3	EA						\$ -					\$ -
122	121449000	SOCKET, CLEVIS 30,000LB. 5/8" PIN DIAMETER FOR USE WITH ANSI 52-3 (20KIP) AND ANSI 52-5 (30KIP) BALL- AND- SOCKET INSULATORS.	2	EA						\$ -					\$ -
123	121450000	SOCKET, CLEVIS 50,000LB. 7/8" PIN DIAMETER FOR USE WITH 40,000 LB. BALL- AND- SOCKET INSULATORS.	3	EA						\$ -					\$ -
124	121612000	SHACKLE, ANCHOR, LONG, 30,000 LB W/MAX 5/8" PIN OR BOLT (W/NUT) AND COTTER KEY	51	EA						\$ -					\$ -
125	121731200	INSULATOR TURN BUCKLE JAW-JAW 7/8 ROD 3/4 BOLT 12 IN TAKEUP 35 M BTC 3135 29 IN CC LENGTH AT MIDPOSITION	8	EA						\$ -					\$ -
126	121860700	INSULATOR STUD LINE POST 3/4" X 7" OR 7 9/16". TO INCLUDE STUD, LOCKNUT, NUT, & LOCKWASHER FOR UNDER INS., WITH OR WITHOUT SQ. WASHER	186	EA						\$ -					\$ -
127	121910000	INSULATOR YOKE PLATE, (TRIANGLE) 5/8" STEEL, 16" HOLE SPACING, 30,000 LBS. ULTIMATE STRENGTH	2	EA						\$ -					\$ -
128	121912000	INSULATOR YOKE PLATE, (TRIANGLE) 5/8" STEEL, 18" HOLE SPACING, 1" HOLES, 40,000 LBS. ULTIMATE STRENGTH	3	EA						\$ -					\$ -
129	121930400	INSULATOR YOKE PLATE 1/2" MATERIAL 6" HOLE SPACING 5-3/16" VERTICAL HOLE SPACING 24KIP	6	EA						\$ -					\$ -



130	122110900	ARRESTER 10 KV MOV OH DIST XFRMR & RISER POLE W/GND LEAD DISC & MOUNTING BRACKET TO BE PERMANENTLY MARKED ON BASE & BE READABLE FROM SAFE DISTANCE WHILE ENERGIZED. MARKING TO INCLUDE KV RATING (POLYMER HOUSING)	36	EA						\$ -						\$ -
131	122114000	ARRESTER DIST 39 KV MCOV 31.5 KV, METAL OXIDE W/SEPARATE GROUND LEAD ISOLATOR, W/3 FOOT SOFT COPPER, WITHOUT XARM BRACKET (POLYMER HOUSING)	8	EA						\$ -						\$ -
132	122214100	ARRESTER 39 KV INTERMEDIATE CLASS METAL-OXIDE SURGE (31.5 KV MCOV) 8 3/4" B/C. POLYMER HOUSING. MFGR. SHALL SUPPLY GRADING RINGS WHEN REQUIRED BY ARRESTER DESIGN CRITERIA. MFGR TO PERMANENTLY MARK ARR WITH THEIR TD MARKING INDICATING MO	8	EA						\$ -						\$ -
133	122219000	BRACKET, ARRESTER ASSEMBLY OH TRANSFORMER INCLUDES BRACKET & 2 EACH STAINLESS STEEL 1/2" X 1" 13 THD HEX HEAD BOLTS, FLAT WASHERS, AND SPRING LOCK WASHERS	33	EA						\$ -						\$ -
134	123226000	CUTOUT OPEN TYPE 15 KV 100 AMP WITH PARALLEL GROOVE OR EYE BOLT CONNECTORS. CROSSARM MOUNTING BRACKET INCLUDED. 7.1 KA SYM IC RATING	36	EA						\$ -						\$ -
135	123603500	CUTOUT SUBSTATION 100 AMP 34.5 KV DROP OUT, SOUTHERN STATES TYPE BPA, VERTICAL MOUNTING 36" MOUNTING HOLE SPACING ON BASE DRAWING A-15125195	5	EA						\$ -						\$ -
136	130806000	COND OH STEEL 3/8 GUY STRAND HS 273LB/MFT. IN 500' HAND COILS ONLY. ASTM STANDARD A363 GALVANIZING CLASS A	2150	FOOT						\$ -						\$ -
137	130807100	COND OH STEEL 7/16 GUY STRAND EHS 250' HAND COILS (INVENTORY MAY CONTAIN SOME IN 500' COILS) , 399 LB/MFT, ASTM A363, CLASS A GALVANIZING	2863	FOOT						\$ -						\$ -
138	130820000	COND OH STEEL 5/16" WIRE 250' HAND COILS (SUB OTS#130820500 FOR QUANTITIES OF 1000' +) 205 LBS/MFT MUST BE COMMON GRADE 3 STRAND WITH CLASS BB GALVANIZING PER LATEST REVISION OF ASTM STANDARD A-1111	17768	FOOT						\$ -						\$ -
139	130850000	COND COPPER COATED STEEL #4 7 STR BARE 0.2043" DIAM CCS 40% 270' 25 LB SPOOL	929	FOOT						\$ -						\$ -
140	130951000	COND OH TIE WIRE NO. 10 AWG DIAMETER 0.134" PER ASTM A-641 GALVANIZED LOW CARBON STEEL ARMOR WIRE SOFT TEMPER WITH CLASS 3 OR A COATING. 38 LBS/MFT 260 FT/COIL (10 LBS) OR 1300 FT/COIL (50 LBS)	84	EA						\$ -						\$ -
141	141021000	BOLTED CLAMP STN SNUB AL #6 - 2/0 ACSR MUST COVER WIRE DIAM. .447	12	EA						\$ -						\$ -
142	141023000	BOLTED CLAMP STN SNUB AL 3/0 - 266.8 26/7 AL & ACSR MUST COVER WIRE DIAM .642	40	EA						\$ -						\$ -
143	141029000	BOLTED CLAMP STN SNUB STEEL FOR 6 THRU 3STR6 CU OR 1/4, 9/32 & 5/16" STEEL	3	EA						\$ -						\$ -
144	141040100	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 2 X 0.250" - 0.447" T2 #4 - T2 2/0 INCLUDES BOTTOM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS (KEEPERS) W/ELASTOMER CSHN, 2 CPTV U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS.	4	EA						\$ -						\$ -
145	141040300	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 2X 0.447 IN - 2X 0.642 IN T2 2/0 - T2 266.8" KCMIL INCLUDES BTM CLAMP W/ELASTOMR CUSHIONS,2 TOP CLAMPS(KEEPERS)W/ELASTOMR CSHN,2 CPTV U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS	8	EA						\$ -						\$ -
146	141041000	BOLTED CLAMP SUSPENSION ALUM 0.50" - 1.04" RANGE WITH SOCKET EYE 25KIP ULTIMATE 30 DEGREE MAX TAKEOFF ANGLE FOR USE WITH ACSR WITH ALUMINUM ARMOR ROD	10	EA						\$ -						\$ -
147	141045900	BOLTED CLAMP SUSPENSION MALLEABLE IRON. RANGE TO INCLUDE .20-.60	132	EA						\$ -						\$ -
148	141140500	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 0.375" - 0.563" 1/0-4/0 AWG INCLUDES BOTTOIM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS (KEEPERS) W/ELASTOMER CUSHION, 2 CAPTIVE U-BOLTS W/GROMMETS, 4 LOCK WASHERS, AND 4 NUTS	238	EA						\$ -						\$ -
149	141140600	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 0.564" - 0.883" 266.8-477 KCMIL INCLUDES BOTTOM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS(KEEPERS) W/ELASTOMER CUSHION, 2 CAPTIVE U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS	76	EA						\$ -						\$ -
150	142205100	COMPRESSION TAP H NUMBER 1 4-6 RUN AND TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	17	EA						\$ -						\$ -
151	142205200	COMPRESSION TAP H NUMBER 2 2-1/0 RUN 2-4-6 TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	7	EA						\$ -						\$ -
152	142205400	COMPRESSION TAP H NUMBER 4 1/0-2/0 RUN AND TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	44	EA						\$ -						\$ -
153	142208000	COMPRESSION TAP H A 500-4/0 STR, 477-4/0 ACSR, 1/0T2 - B 500-4/0 STR, 477-4/0 ACSR ,1/0T2 MINIMUM LENGTH = 4.5" MFGR., CAT. NO., COND. SIZE, AND BOTH KEARNEY & T&B (HOMAC) HYDRAULIC DIE SIZE TO BE STAMPED ON CONNECTOR	7	EA						\$ -						\$ -
154	142211000	COMPRESSION TAP 6 SOL TO 4 STR RUN 4 SOL TO 4 STR TAP "C" CRIMP BG OR 5/8 DIE. COPPER.	86	EA						\$ -						\$ -
155	142313000	COMPRESSION SLEEVE FULL TENSION 3/0 6X1 ACSR. MFGR., CAT NO, COND SIZE AND BOTH KEARNEY AND T&B (HOMAC) HYDRAULIC DIE SIZE TO BE STAMPED ON BARREL	3	EA						\$ -						\$ -
156	142601000	COMPRESSION TERMINAL PIN 1/0 STR & ACSR MUST HAVE YELLOW PLASTIC END PLUGS. MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON BARREL	20	EA						\$ -						\$ -

157	142626600	COMPRESSION TERMINAL PAD 2 HOLE 266.8 STR & ACSR 18/1 & 26/7; TUBE-TYPE PREFERRED MUST HAVE END PLUG; MAX. WIDTH 1 3/4"; BARREL LENGTH 3 1/4" MIN.; MFGR., CAT. NO., COND. SIZE, & BOTH KEARNEY & T&B (HOMAC) HYDRAULIC DIE SIZE TO BE	4	EA						\$ -					\$ -
158	142627700	COMPRESSION TERMINAL PAD 2 HOLE 477 & 500 MCM STR & COMP AL AND 477 18/1 ACSR; MUST HAVE END PLUG; TUBE-TYPE PREFERRED; MAX. WIDTH 1 3/4"; BARREL LENGTH 3 1/4" MIN; 5 CRIMPS MIN; MFGR., CAT. NO., COND. SIZE & BOTH KEARNEY AND T&B (HOMAC)	7	EA						\$ -					\$ -
159	143026000	PREFORMED ARMOR ROD 3/0 6X1 ALUMINUM 56 IN LONG ORANGE 11/SET	97	EA						\$ -					\$ -
160	143033700	PREFORMED ARMOR ROD 3/8 IN 7W (AR1130)GALV STL 48 IN LONG ORANGE 12/SET	126	EA						\$ -					\$ -
161	143122600	PREFORMED AGS ASSEMBLY 266.8 18/1 SGLPOST VP= 0-3 DEG HP=0-20 INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 11 34" RODS PURPLE	3	EA						\$ -					\$ -
162	143127300	PREFORMED AGS ASSEMBLY 3/0 6X1 SGLSUSP 20-45 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF10 40" RODS BLUE (TRK)	8	EA						\$ -					\$ -
163	143128600	PREFORMED AGS ASSEMBLY 266.8 26/7 SGLSUSP 20-45 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 12 50" RODS RED (TRK)	99	EA						\$ -					\$ -
164	143142600	PREFORMED AGS ASSEMBLY 266.8 26/7 DBLSUSP 45-60 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMPS, & SET OF 12 66" RODS RED (TRK)	3	EA						\$ -					\$ -
165	143155000	PREFORMED AGS ASSEMBLY 954 45X7 SGLSUSP INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 12 82" RODS BROWN (TRK)	3	EA						\$ -					\$ -
166	143400200	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1104 RED, 2R, 2R71 AND 1R	89	EA						\$ -					\$ -
167	143400400	PREFORMED TIE SINGLE SUPPORT F-NECK; UTF1204 RED, 2R, 2R71 AND 1R	8	EA						\$ -					\$ -
168	143401000	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1105 YELLOW, 1/OR AND OVER 4R WITH STEEL ARMOR ROD	211	EA						\$ -					\$ -
169	143401800	PREFORMED TIE, NEUTRAL( FOR USE WITH 1 3/4" SPOOLS) 1/0 (YELLOW) (.358 - .405)	113	EA						\$ -					\$ -
170	143413000	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1107 ORANGE, 3/OR AND OVER #2R WITH STEEL ARMOR ROD, AND 2RT2	30	EA						\$ -					\$ -
171	143413200	PREFORMED TIE SINGLE SUPPORT F-NECK; UTF1207 ORANGE,30R AND OVER #2R WITH STEEL ARMOR ROD, AND 2RT2	38	EA						\$ -					\$ -
172	143426600	PREFORMED TIE SINGLE SUPPORT C NECK; UTC1109 PURPLE, 266R, 266R267, 1/OR WITH STEEL ARMOR ROD & 2R71 WITH ALUMINUM ARMOR ROD	40	EA						\$ -					\$ -
173	143426700	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1210 BROWN, 10RT2, 20R OR 30R WITH STEEL ARMOR ROD & 10R WITH ALUMINUM ARMOR ROD	4	EA						\$ -					\$ -
174	143426800	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1209 PURPLE, 266R, 266R267, 10R WITH STEEL ARMOR ROD & 2R71 WITH ALUMINUM ARMOR ROD	19	EA						\$ -					\$ -
175	143447700	PREFORMED TIE SINGLE SUPPORT C NECK; UTC1111 RED, 477A, 477R, 477R247, & 2/O & 3/O ACSR WITH ALUMINUM ARMOR ROD	20	EA						\$ -					\$ -
176	143447800	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1211 RED, 477A, 477R, 477R247 & 2/O & 3/O ACSR WITH ALUMINUM ARMOR ROD	97	EA						\$ -					\$ -
177	143481600	PREFORMED TIE PLASTIC LINE TIE C NECK, TTC1103, 477 37 STD WA	20	EA						\$ -					\$ -
178	143481800	PREFORMED TIE PLASTIC LINE TIE C NECK TTC1101, 3/0 7 STD &266 19 STD WA	50	EA						\$ -					\$ -
179	143481900	PREFORMED TIE PLASTIC LINE TIE C NECK, TTC1100, 1/O WP ALUMINUM CL-55-3 19" IN LENGTH	20	EA						\$ -					\$ -
180	144214500	DEAD END FEED THROUGH, WEDGE TYPE, #4 THROUGH 4/0 AL OR ACSR (6/1), TOP OPENING	66	EA						\$ -					\$ -
181	152164000	UG BRACKET TERMINATOR 3P "FIBERGLASS" ONLY 54 IN WIDE W/ 24 IN CENTER ARM, SPACER BARS TO BE A MINIMUM OF 6" LONG, WITH BOLTS	3	EA						\$ -					\$ -
182	152814100	UG TERMINATOR KIT 4/0-15 KV FOR 220 MIL CABLE ONLY.(INCLUDES PIN TERMINAL, PARALLEL GROOVE CONNECTOR, & BRACKET)	10	EA						\$ -					\$ -
183	154722500	UG U GUARD LEADER GUARD FOR 2 - 2 1/2" CONDUIT	7	EA						\$ -					\$ -
184	154735500	UG U GUARD 3 OR 3 1/2 IN X 10' PLASTIC/FIBERGLASS, GRAY	10	EA						\$ -					\$ -
185	154810000	UG U GUARD 1 OR 1 1/2 IN X 10' PLASTIC/FIBERGLASS, GRAY	374	EA						\$ -					\$ -
186	183117000	BRACKET STREET LIGHT 1 1/4 IN X 4 FT, UPSWEEP, STEEL, GALVANIZED	6	EA						\$ -					\$ -
187	183440000	LIGHT LUMINAIRE LED05 COBRA HEAD, 47W LED, 120V MULTI-TAP ROUND DISTRIBUTION, 70 CRI @ 4000K, PHOTO EYE RECEPTACLE, GRAY COLOR ONE PIECE FLAT LENS TOOL-LESS ENTRY	3	EA						\$ -					\$ -
188	183450000	LIGHT LUMINAIRE LED20FLOOD, 199W LED, 120V MULTI-TAP WIDE FLOOD DISTRIBUTION, 70 CRI - 4000K, PHOTO EYE RECEPTACLE, GRAY COLOR ONE PIECE FLAT LENS TOOL-LESS ENTRY 10' 3C-14 CORD	6	EA						\$ -					\$ -

Zone	OTP Destinations - Origin: TBD	Truck Load Freight Rate
Area 1	Jamestown, Wahpeton, Lisbon, Casselton, ND	
Area 2	Devils Lake, Rolla, Langdon, ND	
Area 3	Rugby, Garrison, Harvey, Bottineau, ND	

**Exhibit G – Line Hardware Approved Manufacturers**

**NDTA Line Hardware**

StockNum	Description	Manufacturer	Catelog Number
101130500	BOLT GALV CARRIAGE 3/8 IN X 5 INCH	A B CHANCE CO	8635
		JOSLYN	J8635
101251800	BOLT GALV DOUBLE ARM 5/8 X 18	A B CHANCE CO	8868
		JOSLYN	J8868
101252000	BOLT GALV DOUBLE ARM 5/8 X 20	A B CHANCE CO	8870
		JOSLYN	J8870
101451000	BOLT GALV EYE OVAL 5/8 X 10	A B CHANCE CO	29960
		JOSLYN	J9410
101451200	BOLT GALV EYE OVAL 5/8 X 12	A B CHANCE CO	29962
		JOSLYN	J9412
101640500	BOLT GALV MACHINE 1/2 X 5 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8705
		JOSLYN	J8705
101640600	BOLT GALV MACHINE 1/2 X 6 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8706
		JOSLYN	J8706
101641000	BOLT GALV MACHINE 1/2 X 10 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8710
		JOSLYN	J8710
101651000	BOLT GALV MACHINE 5/8 X 10 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8810
		JOSLYN	J8810
101651200	BOLT GALV MACHINE 5/8 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8812
		JOSLYN	J8812
101651400	BOLT GALV MACHINE 5/8 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8814
		JOSLYN	J8814
101651600	BOLT GALV MACHINE 5/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8816
		JOSLYN	J8816
101651800	BOLT GALV MACHINE 5/8 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8818
		JOSLYN	J8818
101652000	BOLT GALV MACHINE 5/8 X 20 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8820
		JOSLYN	J8820
101660300	BOLT GALV MACHINE 3/4 X 3 W/COTTER KEY BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	HUGHES BROTHERS	B73D-1-3/4
101660800	BOLT GALV MACHINE 3/4 X 8 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8908
		HUGHES BROTHERS	B78-4
		JOSLYN	J8908
101661200	BOLT GALV MACHINE 3/4 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8912
		HUGHES BROTHERS	B712-4
		JOSLYN	J8912
101661400	BOLT GALV MACHINE 3/4 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8914
		HUGHES BROTHERS	B714-6
		JOSLYN	J8914
101661600	BOLT GALV MACHINE 3/4 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8916
		HUGHES BROTHERS	B716-6

		JOSLYN	J8916
101661800	BOLT GALV MACHINE 3/4 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	8918
		HUGHES BROTHERS	B7186
		JOSLYN	J8918
101670400	BOLT GALV MACHINE 7/8 X 4 W/COTTER KEY B-84 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	HUGHES BROTHERS	B84D2
101671200	BOLT GALV MACHINE 7/8 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	HUBBELL POWER SYSTEMS	DF5B12
		HUGHES BROTHERS	B8126
101671400	BOLT GALV MACHINE 7/8 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	C2050254
		HUGHES BROTHERS	B8146
		JOSLYN	J9064
101671600	BOLT GALV MACHINE 7/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	C2050255
		HUGHES BROTHERS	B8166
		JOSLYN	J9066
101671800	BOLT GALV MACHINE 7/8 X 18 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	C2050256
		HUGHES BROTHERS	B8186
		JOSLYN	J9068
101672000	BOLT GALV MACHINE 7/8 X 20 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	A B CHANCE CO	C2050257
		HUGHES BROTHERS	B8206
		JOSLYN	J9070
101672400	BOLT GALV MACHINE 7/8 X 24 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	HUBBELL POWER SYSTEMS	DF5B24
		HUGHES BROTHERS	B8246
101672600	BOLT GALV MACHINE 7/8 X 26 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT	HUGHES BROTHERS	B8268
103482200	BOLT SS 1/2 X 2 FULL THREADS #304 STAINLESS ASTM F593C W/ SILICON BRONZE NUT, 2 SS ROUND FLAT WASHERS & 1 SS SPLIT LOCK WASHER	ELECTRICAL MATERIALS CO	B2TERM
105403800	NUT LOCKNUT MF 3/8 MF	A B CHANCE CO	3510
		JOSLYN	J8581
105404800	NUT LOCKNUT MF 1/2 MF	A B CHANCE CO	3511
		JOSLYN	J8582
105405800	NUT LOCKNUT MF 5/8	A B CHANCE CO	3512
		HUGHES BROTHERS	MF60
		JOSLYN	J8583
105406800	NUT LOCKNUT MF 3/4	A B CHANCE CO	3513
		HUGHES BROTHERS	MF70
		JOSLYN	J8584
105407800	NUT LOCKNUT MF 7/8	A B CHANCE CO	3514
		HUGHES BROTHERS	MF80
		JOSLYN	J858412
105605800	NUT SQUARE GALV 5/8 GALV	A B CHANCE CO	55084P
		JOSLYN	J8563
105606800	NUT SQUARE GALV 3/4 GALV	A B CHANCE CO	55085P
		HUGHES BROTHERS	N70
		JOSLYN	J8564
105607800	NUT SQUARE GALV 7/8 GALV	A B CHANCE CO	56538P
		HUGHES BROTHERS	N80
		JOSLYN	J8564-1/2
106263300	WASHER CURVED SQUARE 3X3 11/16 IN HOLE 1/4 IN THICK GALV	A B CHANCE CO	6823 1/2

		JOSLYN	J113
106264400	WASHER CURVED SQUARE 4 X 4 X 1/4" HOLE 13/16"	HUGHES BROTHERS	SCW470
		JOSLYN	J6836
106274400	WASHER CURVED SQUARE 4X4 15/16 IN HOLE 1/4 IN THICK GALV	A B CHANCE CO	6809 1/2
		HUGHES BROTHERS	SCW480
		JOSLYN	J6829
106404800	WASHER LOCK STAINLESS - TO FIT BOLT SIZE 1/2"	FASTENAL INC.	71071
		GLOBAL FASTENER	BS13-9154
		METALLICS INC	SLW10
		SPECIAL-T-METALS	80500
		STAR STAINLESS	LW 1/2IN
106405200	WASHER STAINLESS STEEL, ROUND FLAT, 1 3/8" O.D.X 9/16" TO FIT 1/2" BOLT	FASTENAL INC.	71022
		GLOBAL FASTENER	FW12SS304
106414800	WASHER SPLIT LOCK GALV 1/2	HUBBELL POWER SYSTEMS	4035
		HUGHES BROTHERS	SLW50
		JOSLYN	J138
		N G K - LOCKE INC	7188201
106416500	WASHER SPRING LOCK GALV 5/8	HUBBELL POWER SYSTEMS	3540
		HUGHES BROTHERS	2702.6
106416800	WASHER SPRING LOCK GALV 3/4	HUBBELL POWER SYSTEMS	3541
		HUGHES BROTHERS	2702.7
106417800	WASHER SPRING LOCK GALV 7/8	HUBBELL POWER SYSTEMS	C205-0436
		HUGHES BROTHERS	2702.8
106626800	WASHER ROUND 13/16 IN HOLE 2 IN O.D. 9 GAUGE GALV FOR 3/4 IN BOLT	A B CHANCE CO	6806
		JOSLYN	J1089
106627800	WASHER ROUND 15/16 IN HOLE 2" (+1/4", - 0") OD, 1/4" (+ 0",- 1/16") THICK GALV	HUBBELL POWER SYSTEMS	PS6807
		HUGHES BROTHERS	RW280
106842200	WASHER SQUARE 2X2 9/16 IN HOLE 1/8 IN THICK GALV	A B CHANCE CO	6811
		JOSLYN	J1073
106852200	WASHER SQUARE 2 1/4X2 1/4 11/16 IN HOLE 3/16 IN THICK GALV	A B CHANCE CO	6813
		JOSLYN	J1075
106863400	WASHER SQUARE 3X3 13/16 IN HOLE 1/4 IN THICK GALV	A B CHANCE CO	6817
		HUGHES BROTHERS	SW3-70
		JOSLYN	J1079
		MC GRAW EDISON POWER SYSTEMS	DF2W7
108443800	SCREW LAG HEX HEAD ZINC-PLATED 1/4" X 2" WITH 5/8" STEEL/NEOPRENE GASKET WASHER	ELECTRICAL MATERIALS CO	106
		JOSLYN	J26486.1
108444500	SCREW LAG 1/2" X 4 1/2" FETTER DRIVE WITH DRIVE POINT OR PILOT POINT. NEMA STD.	HUBBELL POWER SYSTEMS	50875412
		JOSLYN	J87541/2P

108841000	SCREW CAP HEX HEAD, 1/2"X 1" LONG W/13 THREADS PER INCH THREADED TO HEAD, ZINC-PLATED.	VICTOR INSULATORS INC	70342
110030500	XARM BRACE PAIR WOOD 5' X 18" DROP, TOP HOLE 9/16", BOTTOM HOLE 11/16"	HUGHES BROTHERS	2045CC30.9.11
110052800	XARM BRACE FLAT STEEL 28IN LONG 26IN BC 1/4IN X 1-1/4IN GALVANIZED 7/16IN ARM & 9/16IN POLE HOLES 17-3/4IN DROP FROM XARM THROUGH BOLT TO BRACE MOUNTING BOLT	A B CHANCE CO	7028
		COOPER POWER SYSTEMS	DB1F6
		HUGHES BROTHERS	2809.5
		JOSLYN	J7028
		JOSLYN	J7128
110074800	XARM BRACE WOOD PAIR 7 FT. X 24 IN. DROP TOP HOLE 13/16. BOTTOM HOLE 11/16	HUGHES BROTHERS	2045M30-13-11
110908000	XARM PIN STEEL DIST 1 IN THREAD 5/8 X 6 1/2 IN SHANK	A B CHANCE CO	881A
		A B CHANCE CO	881AP
		JOSLYN	J204Z
110909000	XARM PIN STEEL DIST 1 IN HEAD 3/4 X 6 1/2 IN SHANK	A B CHANCE CO	PS890
		A B CHANCE CO	PS890P
		JOSLYN	J211Z
112310100	RACK 1 SPOOL WITHOUT/INS	HUBBELL POWER SYSTEMS	468
		JOSLYN	J093
113134700	BRACKET CUTOUT & ARRESTER POLE MOUNT	JOSLYN	J24518 OR PA347
		MACLEAN POWER JOSLYN	CAB-8
		MACLEAN POWER JOSLYN	CAB-8N
113170100	BRACKET POLE TOP HD FOR LONG STUD	GALVANIZERS INC	P-BRKT
		HUGHES BROTHERS	AS2761-A
		LAMINATED WOOD SYSTEMS INC	PTB-1A
113713000	RIDGE IRON FOR 8"- 9" POLE TOP DIAMETER PERCH DETERRENT DESIGN INCLUDES RIDGE IRON, PIN SHANK SUPPORT, 2 BAND STRAPS AND 2 THREADED RODS W/ 4 NUTS EACH	HUGHES BROTHERS	2606A-13-13
113763200	RIDGE IRON ASSEMBLY INCLUDES CROSS PLATE AND SIDE ANGLES 15" TOP OF POLE TO SHACKLE IN CROSS PLATE FOR POLES 7" TO 11" POLE TOP DIAMETER	HUGHES BROTHERS	B2209-A
113830000	PLATE, POLE BEARING WITHOUT MOUNTING HARDWARE	HUBBELL POWER SYSTEMS	C1100954
		HUGHES BROTHERS	A1895.1A
113911500	PIN POLE TOP 15 IN & LONGER 1 IN THREAD	A B CHANCE CO	2170P
		JOSLYN	J1368Z
115062800	GUY ANCHOR POWER SCREW 10" W/ 1" THREAD SINGLE HELIX LESS ROD & TWINEYE NUT	A B CHANCE CO	E1021633
		DIXIE	D8426
		JOSLYN	J25996CAB4
115067000	GUY ANCHOR ROD 3/4 X 7FT W/1 IN THD THREAD FOR PWR SCRW ANCHOR INCLUDES TWINEYE NUT LESS COUPLING GALV	A B CHANCE CO	E1020044
		DIXIE	D75D
		JOSLYN	J12254R2
115069600	GUY ANCHOR POWER SHAFT 8" & 10" (2-FLITE) 1-1/2" SQ SHAFT	HUBBELL POWER SYSTEMS	012642-AE
115070600	GUY ANCHOR ROD 1 1/2 IN X 5' SQUARE SHAFT EXTENSION (USE WITH 115069600)	HUBBELL POWER SYSTEMS	12656

115071500	GUY ANCHOR NUT, TRIPLE EYE FOR USE ON 1 1/2" SQUARE SHAFT ANCHORS AND RODS	HUBBELL POWER SYSTEMS	C102-0025
115113300	GUY ATTACH HOOK TWO HOLE	HUBBELL POWER SYSTEMS	GH5
		MACLEAN POWER JOSLYN	P135A
115114000	GUY ATTACH CLAMP GUY BOND 3/4" - 1"	HUBBELL POWER SYSTEMS	C2030148
115129500	GUY ATTACH DEAD END TEE CURVED BASE 6 IN. HOLE 15/16" STEM HOLE 13/16" MOUNTING HOLES 6" C TO C	HUGHES BROTHERS	2817R4.5-13-15
		MACLEAN POWER SYSTEMS	DETR60K-67
115129700	GUY ATTACH DEAD END TEE CURVED BASE 15/16" STEM HOLE 15/16" MOUNTING HOLES 6" C TO C	HUGHES BROTHERS	2817R4.5-15-15
		MACLEAN POWER SYSTEMS	DETR60K-77
115130000	GUY ATTACH ROLLER 13/16" HOLE 13/16" THICK	HUGHES BROTHERS	28084
115130100	GUY ATTACH ROLLER 15/16 IN HOLE	HUGHES BROTHERS	28082
		HUGHES BROTHERS	28086
115405800	GUY EYE LET OVAL 5/8 IN. WITH SLOTTED BOLT HOLE.	A B CHANCE CO	B14A
		COOPER POWER SYSTEMS	DG6E1
		JOSLYN	J1126
		JOSLYN	P127A
115630600	GUY GRIP PREFORMED 3/8 35 IN LONG - "B" GRADE ORANGE	HELICAL LINE PRODUCTS CO	HG-210-3/8
		PREFORMED LINE PROD CO	GDE1107
115630700	GUY GRIP PREFORMED 7/16 38 IN LONG - "B" GRADE GREEN	HELICAL LINE PRODUCTS CO	HG-211-7/16
		PREFORMED LINE PROD CO	GDE1108
115730800	GUY MARKER, 8' YELLOW PLASTIC, ORANGE REFLECTORIZED, 2.75" DIA., 4 PIECES OF REFLECTIVE 3M TAPE AND V GROOVE CLAMP	ELECTRICAL MATERIALS CO	70-6YRF4
116194800	GROUND CLAMP FOR 1/2 IN COPPER CLAD GROUND ROD, WIRE SIZE 38-2 STR.	BURNDY CORP	GRC12
		GALVAN INDUSTRIES INC.	G-4
		JOSLYN	J8491
116195800	GROUND CLAMP FOR 5/8" GALVANIZED GROUND ROD, WIRE SIZE #10-1/0 STR. INCL 5/16" GALVANIZED STEEL.	GALVAN INDUSTRIES INC.	SRC
116202800	GROUND CLIP BONDING FOR 5/8 IN BOLTS	HUGHES BROTHERS	2727.6
116203400	GROUND CLIP BONDING FOR 3/4 IN. BOLTS	HUGHES BROTHERS	2727.7
116210000	GROUND CLIP BONDING FOR 7/8 IN. BOLTS	HUGHES BROTHERS	27278
116611100	GROUND LUG TRANSFORMER 1/2"-13 STUD THREAD	ANDERSON ELECTRICAL CONNECTORS	GTCL23A
		HUBBELL POWER SYSTEMS	GTCS21
		KEARNEY	17546
		PENN-UNION	HGSE-C1
		WEAVER ELECTRIC	TGC1

116611300	GROUND LUG STEEL POLE ONE BOLT VICE STYLE CONNECTOR CLAMPING RANGE 8 SOL - 1/0 STR 1/2 IN-13 STUD THREAD	MACLEAN POWER JOSLYN	BVC207FT
116641500	GROUND LUG BONDING BOLT 1/2X1 1/2 IN (GWB 51-1/2)	HUGHES BROTHERS	GWB5112
116841000	GROUND ROD SECTIONAL 1/2" X 10' CUWELD NEMA GR-1 NON-THREADED	ERITECH	611300
		GALVAN INDUSTRIES INC.	5010L
116861000	GROUND ROD GALV 5/8 IN X 8 FT	ERITECH	815880
		GALVAN INDUSTRIES INC.	GR6258F
116922500	STAPLE, GROUND ½ IN X 1-1/2 IN ZINC AL COATED HOT DIP GALVANIZED STEEL, 9 GAUGE BARBED AND ADHESIVE COATED POINT DIAMOND CROWN TAPE COLLATED FOR USE WITH MILWAUKEE CORDLESS FENCING STAPLER ON CCA TREATED POLES ORDER BY BOX. 960 STAPLES/BOX.	MILWAUKEE	MPU112960
118751200	SHIELD WIRE SUPPORT BRACKET DOUBLE 5/8" X 12" WITH 1/2" CHAIN LINK	HUBBELL POWER SYSTEMS	5432
		HUGHES BROTHERS	2859.1-12
		JOSLYN	J6394
		MACLEAN POWER SYSTEMS	SFSWSD125
118751500	SHIELD WIRE SUPPORT BRACKET SINGLE 5/8" X 14" WITH 1/2" CHAIN LINK	HUGHES BROTHERS	2812.5-14-B1CL
		HUGHES BROTHERS	2812.5-14-B1CL-N
120023000	INSULATOR BUS SUPPORT POST 3 IN B.C. 22 IN HIGH 46 KV INSUL. DIAM. 8 IN. STD STRENGTH COLOR-GRAY	LAPP INSULATOR CO	315214-70
		MACLEAN POWER JOSLYN	NPP20XG19S
		NEWELL PORCELAIN CO	231005
		VICTOR INSULATORS INC	1754
120454200	INSULATOR GUY STRAIN 12000 LB 54-2	PORCELAIN PRODUCTSCO	504
		VICTOR INSULATORS INC	504
		VICTOR INSULATORS INC	VI4604
120467800	INSULATOR GUY STRAIN FIBERGLASS 78 INCH - 30,000 LB. CLEVIS ROLLER TO CLEVIS ROLLER 3/4" PIN 1" CLEVIS OPENING 2.04" PIN CENTER TO CLEVIS VALLEY ROLLER CHANNEL DIAMETER 1.9"	HUBBELL POWER SYSTEMS	GS30078CC2
120521200	INSULATOR PIN TYPE 7.2-14 KV 1 IN THREAD (55-3 WITH 5/8" R SIDE GROOVE) C NECK	COOPER POWER SYSTEMS	NP9D8
		PORCELAIN PRODUCTSCO	263S
		VICTOR INSULATORS INC	5R
120522100	INSULATOR PIN TYPE 23 KV 1" THREAD 55-5 F NECK INSUL DIAM 7-1/2"	GAMMA INSULATORS	7061R70
		MC GRAW EDISON POWER SYSTEMS	NP22D8
		PORCELAIN PRODUCTSCO	380S
		SANTANA	P123253
		VICTOR INSULATORS INC	VI609R



120618200	INSULATOR VERTICAL LINE POST 46 KV UNIVERSAL CLAMP TOP CONDUCTOR RANGE 0.2" - 1.34" WITH 3/4"-10 STUD BASE	HUBBELL POWER SYSTEMS	80S0460K09
120619500	INSULATOR VERTICAL LINE POST POLYMER 69 KV TIETOP F NECK 26.1" OVERALL LENGTH	HUBBELL POWER SYSTEMS	80S0699046
120621600	INSULATOR POLYMER HORIZONTAL LINE POST 115KV CLAMPTOP, CAST GAIN BASE, MAXIMUM 52" BASE TO CONDUCTOR, MIN LEAKAGE DISTANCE 94", MIN CIFO+ (WITHSTAND) 590KV (553) CIFO- (WITHSTAND) 705KV (590)	HUBBELL POWER SYSTEMS	P250043S1500P1
		MACLEAN POWER JOSLYN	H29C20043MXSS022
120622000	INSULATOR POLYMER HORIZONTAL LINE POST 115/138 KV CLAMPTOP, TWO PIECE CAST GAIN BASE, MAXIMUM 65.5" BASE TO CONDUCTOR, MIN LEAKAGE DISTANCE 148".	HUBBELL POWER SYSTEMS	P250053S1500P1
		MACLEAN POWER SYSTEMS	H29C20054AXSS021
		MACLEAN POWER SYSTEMS	H29C20054MXSS028
		MACLEAN POWER SYSTEMS	H29C20054VXSS021
120623500	INSULATOR POLYMER HORIZONTAL LINE POST 69 KV CLAMP TOP 1.75 IN ROD GALVANIZED GAIN BASE MAX LENGTH 27.4" CONDUCTOR TO POLE	HUBBELL POWER SYSTEMS	80S069-0100
		MACLEAN POWER SYSTEMS	H79020018MXSS009
		MACLEAN POWER SYSTEMS	NPKG20XG017S0
		N G K - LOCKE INC	L1-SN141-21
120624500	INSULATOR LINE POST HORIZONTAL 69 KV 2 HOLE DROP TONGUE 2 IN ROD GALVANIZED GAIN BASE MAX LENGTH 29.3" CONDUCTOR TO POLE MDCL 1721 LBS	MACLEAN POWER JOSLYN	H1C1029VX01
		MACLEAN POWER SYSTEMS	H19C10020CXSS006
120710100	INSULATOR , SPOOL, FOR RACK &/OR SINGLE UPSET 53-2 EEI CLASS 53-2 GRAY COLOR FOR NEW PURCHASES	HUBBELL POWER SYSTEMS	C9091032P
120906500	INSULATOR SUSPENSION POLYMER 1 PIECE 15 KV CLEVIS AND EYE. 15 KIP FERROUS END FITTINGS REQUIRED	MACLEAN POWER SYSTEMS	DS15M
		OHIO BRASS COMPANY	401015-0215
		PORCELAIN PRODUCTSCO	PDEI-15
		W H SALISBURY & CO	9501-U
120911500	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-3 20000 LB FERROUS END FITTINGS REQUIRED	HUBBELL POWER SYSTEMS	PSN100146
		MACLEAN POWER SYSTEMS	MG523Z
		SEDIVER INC	N100146
120912300	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-5 30000 LB FERROUS END FITTINGS REQUIRED	HUBBELL POWER SYSTEMS	PSN14146
		MACLEAN POWER SYSTEMS	MG525Z
		SEDIVER INC	N14146
120912500	INSULATOR SUSPENSION 5 3/4" X 10" ANSI 52-8 40000 LB FERROUS END FITTINGS REQUIRED	HUBBELL POWER SYSTEMS	PSN180146

		MACLEAN POWER SYSTEMS	MG528Z
		SEDIVER INC	N180146
120955200	INSULATOR SUSPENSION POLYMER 69KV, 1 PIECE Y-CLEVIS GROUND FITTING BALL LINE FITTING, 46" LENGTH 109" LEAKAGE	MACLEAN POWER JOSLYN	S148046MX01
		MACLEAN POWER SYSTEMS	S14080034MXSS017
		OHIO BRASS COMPANY	S025034S2010P1
120956000	INSULATOR, SUSPENSION POLYMER 115 KV, 1 PIECE Y-CLEVIS GROUND FITTING BALL LINE FITTING 25,000 LB SPECIFIED MECHANICAL LOAD	MACLEAN POWER JOSLYN	S148054MX01
		MACLEAN POWER SYSTEMS	S14080044MXSS022
		OHIO BRASS COMPANY	S025043S2010P1
121015100	INSULATOR BALL CLVS 2 1/2-3 IN.L 5/8 PIN 13/16 OPN 30M LB	A C EQUIPMENT	BC55
		ANDERSON ELECTRICAL CONNECTORS	BC30
		CECO CORPORATION	BC305
		LAPP INSULATOR CO	6227
		LINDSEY MANUFACTURING COMPANY	3075
		MACLEAN POWER SYSTEMS	CB55
		VICTOR INSULATORS INC	3055
121015300	INSULATOR BALL CLVS 4 5/16" L 7/8 PIN 15/16 OPN 50M LB FOR USE WITH 40,000 LB BALL AND SOCKET INSULATORS CLASS 52-8 AND 52-11 PER ANSI SPEC C-29.2-71.	HUBBELL POWER SYSTEMS	BC50
121137000	INSULATOR CLEVIS (Y) BALL 2 1/2-3 1/2 IN.L 3/4 BOLT W/CTR PIN 30M LAPP 7595 B	ANDERSON ELECTRICAL CONNECTORS	YBC30
		MACLEAN POWER JOSLYN	YCB-65A
		PREFORMED LINE PROD CO	BYC-30
121138000	INSULATOR CLEVIS (Y) BALL 1-13/16" BOLT TO CLEVIS 3-15/16" BOLT TO BALL CENTER 7/8 BENT BOLT W/ CTR PIN 50M FOR USE WITH CLASS 52-8 & 52-11 INSULATORS PER ANSI SPEC C-29.2-71	ANDERSON ELECTRIC CORP	YBC-50
121303400	INSULATOR LINK CONNECTING STRAIGHT, 1/4" X 2" X 6" HOLE TO HOLE. 13/16" HOLES ULTIMATE STRENGTH 15,000 LBS	ATLAS POWER PRODUCTS	APP-4734
		CONTINENTAL ELECTRIC CO	ES-6-66-15
		HUGHES BROTHERS	AS2672.16A
		JOSLYN	J26793
121423100	INSULATOR SOCKET EYE 2-1/8" (+, - 1/16") L, 1-1/8" (+, -0") W, 1-5/8" (+, -0) EYE OD, 11/16" HOLE MINIMUM 30 KIPS ULTIMATE	HUBBELL POWER SYSTEMS	SA-11
		MACLEAN POWER JOSLYN	SI-1125
121424100	INSULATOR SOCKET EYE 2-3/16" (+, -1/8") L, 1/2" (+, - 1/16") W, 1-1/2" (+1/8", -0") EYE OD, 11/16" HOLE MINIMUM 15 KIPS ULTIMATE	A C EQUIPMENT	SE04

		ANDERSON ELECTRICAL CONNECTORS	SA04
		JOSLYN	33000-1/2
		LAPP INSULATOR CO	6420
		LINDSEY MANUFACTURING COMPANY	3315
		MACLEAN POWER SYSTEMS	SI500
		PREFORMED LINE PROD CO	SE-5150
		VICTOR INSULATORS INC	304612
121428300	INSULATOR SOCKET EYE H L LINK, 30 KIP ULT 10"L, 5/8" EYE WIDTH 7/8"-1" EYE RADIUS W/ 11/16" D PIN HOLE, 7/8" MAT	ANDERSON ELECTRICAL CONNECTORS	HSE10005
		MACLEAN POWER JOSLYN	SEHL-625-8
121430000	INSULATOR SOCKET EYE 5-1/2" (+, - 0") L, 1-1/16" (+, -0") W, 2-1/4" (+, -0) EYE OD, 1-1/16" HOLE MINIMUM 50 KIPS ULTIMATE FOR USE WITH 40,000 LB BALL AND SOCKET INSULATORS CLASS 52-8 AND 52-11 PER ANSI SPEC C-29.2-71	HUBBELL POWER SYSTEMS	909662000
121449000	SOCKET, CLEVIS 30,000LB. 5/8" PIN DIAMETER FOR USE WITH ANSI 52-3 (20KIP) AND ANSI 52-5 (30KIP) BALL- AND- SOCKET INSULATORS.	HUBBELL POWER SYSTEMS	SC-30
		MACLEAN POWER JOSLYN	SCR-55
		PREFORMED LINE PROD CO	SC5194
121450000	SOCKET, CLEVIS 50,000LB. 7/8" PIN DIAMETER FOR USE WITH 40,000 LB. BALL- AND- SOCKET INSULATORS.	ANDERSON ELECTRIC CORP	SC501
		MACLEAN POWER SYSTEMS	SCR-87
		PREFORMED LINE PROD CO	SC-5329
121612000	SHACKLE, ANCHOR, LONG, 30,000 LB W/MAX 5/8" PIN OR BOLT (W/NUT) AND COTTER KEY	ANDERSON ELECTRICAL CONNECTORS	AS25L-BNK
		JOSLYN	BT3024BNK
121731200	INSULATOR TURN BUCKLE JAW-JAW 7/8 ROD 3/4 BOLT 12 IN TAKEUP 35 M BTC 3135 29 IN CC LENGTH AT MIDPOSITION	HUGHES BROTHERS	AS2545-C
121860700	INSULATOR STUD LINE POST 3/4" X 7" OR 7 9/16". TO INCLUDE STUD, LOCKNUT, NUT, & LOCKWASHER FOR UNDER INS., WITH OR WITHOUT SQ. WASHER	HUBBELL POWER SYSTEMS	DF19M4
		HUGHES BROTHERS	2753-OTP
		JOSLYN	J25250.1
		LAPP INSULATOR CO	10187A
121910000	INSULATOR YOKE PLATE, (TRIANGLE) 5/8" STEEL, 16" HOLE SPACING, 30,000 LBS. ULTIMATE STRENGTH	CONTINENTAL ELECTRIC CO	YPT-30-16-6
		MACLEAN POWER SYSTEMS	AM6958
121912000	INSULATOR YOKE PLATE, (TRIANGLE) 5/8" STEEL, 18" HOLE SPACING, 1" HOLES, 40,000 LBS. ULTIMATE STRENGTH	PREFORMED LINE PROD CO	YP5908
121930400	INSULATOR YOKE PLATE 1/2" MATERIAL 6" HOLE SPACING 5-3/16" VERTICAL HOLE SPACING 24KIP	HUGHES BROTHERS	1896-B

122110900	ARRESTER 10 KV MOV OH DIST XFRMR & RISER POLE W/GND LEAD DISC & MOUNTING BRACKET TO BE PERMANENTLY MARKED ON BASE & BE READABLE FROM SAFE DISTANCE WHILE ENERGIZED. MARKING TO INCLUDE KV RATING (POLYMER HOUSING)	OHIO BRASS COMPANY	221609-7314
122114000	ARRESTER DIST 39 KV MCOV 31.5 KV, METAL OXIDE W/SEPARATE GROUND LEAD ISOLATOR, W/3 FOOT SOFT COPPER, WITHOUT XARM BRACKET (POLYMER HOUSING)	HUBBELL POWER SYSTEMS	642036-G1-G2-003
		OHIO BRASS COMPANY	602032-X5-J0-001
122214100	ARRESTER 39 KV INTERMEDIATE CLASS METAL-OXIDE SURGE (31.5 KV MCOV) 8 3/4" B/C. POLYMER HOUSING. MFGR. SHALL SUPPLY GRADING RINGS WHEN REQUIRED BY ARRESTER DESIGN CRITERIA. MFGR TO PERMANENTLY MARK ARR WITH THEIR TD MARKING INDICATING MO	OHIO BRASS COMPANY	300031-3001
122219000	BRACKET, ARRESTER ASSEMBLY OH TRANSFORMER INCLUDES BRACKET & 2 EACH STAINLESS STEEL 1/2" X 1" 13 THD HEX HEAD BOLTS, FLAT WASHERS, AND SPRING LOCK WASHERS	BORDER STATES ELEC SUPPLY	2023535
123226000	CUTOUT OPEN TYPE 15 KV 100 AMP WITH PARALLEL GROOVE OR EYE BOLT CONNECTORS. CROSSARM MOUNTING BRACKET INCLUDED. 7.1 KA SYM IC RATING	HUBBELL POWER SYSTEMS	CP710112PB
		S & C ELECTRIC CO	89021R10-CM
123603500	CUTOUT SUBSTATION 100 AMP 34.5 KV DROP OUT, SOUTHERN STATES TYPE BPA, VERTICAL MOUNTING 36" MOUNTING HOLE SPACING ON BASE DRAWING A-15125195	SOUTHERN STATES INC	BPA3410010 W/BASE A-15125195
130806000	COND OH STEEL 3/8 GUY STRAND HS 273LB/MFT. IN 500' HAND COILS ONLY. ASTM STANDARD A363 GALVANIZING CLASS A	BEKAERT CO.	38EHS A500FT
130807100	COND OH STEEL 7/16 GUY STRAND EHS 250' HAND COILS (INVENTORY MAY CONTAIN SOME IN 500' COILS) , 399 LB/MFT, ASTM A363, CLASS A GALVANIZING		
130820000	COND OH STEEL 5/16" WIRE 250' HAND COILS (SUB OTS#130820500 FOR QUANTITIES OF 1000' +) 205 LBS/MFT MUST BE COMMON GRADE 3 STRAND WITH CLASS BB GALVANIZING PER LATEST REVISION OF ASTM STANDARD A-1111	BEKAERT CO.	-
		NATIONAL STRAND PRODUCTS INC	-
130850000	COND COPPER COATED STEEL #4 7 STR BARE 0.2043" DIAM CCS 40% 270' 25 LB SPOOL	COMMSCOPE INDUSTRIES	M0470681F00
		COPPERWELD	Q6C7X0680A
130951000	COND OH TIE WIRE NO. 10 AWG DIAMETER 0.134" PER ASTM A-641 GALVANIZED LOW CARBON STEEL ARMOR WIRE SOFT TEMPER WITH CLASS 3 OR A COATING. 38 LBS/MFT 260 FT/COIL (10 LBS) OR 1300 FT/COIL (50 LBS)	BEKAERT CO.	118104
141021000	BOLTED CLAMP STN SNUB AL #6 - 2/0 ACSR MUST COVER WIRE DIAM. .447	AMERICAN CONNECTOR	QDA53
		ANDERSON ELECTRICAL CONNECTORS	PG46N
		C & R	CR1090
		CONTINENTAL ELECTRIC CO	AQD52
		MACLEAN POWER SYSTEMS	DA15N
141023000	BOLTED CLAMP STN SNUB AL 3/0 - 266.8 26/7 AL & ACSR MUST COVER WIRE DIAM .642	AMERICAN CONNECTOR	QDA74
		ANDERSON ELECTRICAL CONNECTORS	PG70N
		C & R	CR3090
		CONTINENTAL ELECTRIC CO	AQD74
		MACLEAN POWER SYSTEMS	DA22N
141029000	BOLTED CLAMP STN SNUB STEEL FOR 6 THRU 3STR6 CU OR 1/4, 9/32 & 5/16" STEEL	ANDERSON ELECTRICAL CONNECTORS	805002000

141040100	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 2 X 0.250" - 0.447" T2 #4 - T2 2/0 INCLUDES BOTTOM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS (KEEPERS) W/ELASTOMER CSHN, 2 CPTV U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS.	PREFORMED LINE PROD CO	CCT2-0103
141040300	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 2X 0.447 IN - 2X 0.642 IN T2 2/0 - T2 266.8" KCMIL INCLUDES BTM CLAMP W/ELASTOMR CUSHIONS,2 TOP CLAMPS(KEEPERS)W/ELASTOMR CSHN,2 CPTV U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS	PREFORMED LINE PROD CO	CCT2-0104
141041000	BOLTED CLAMP SUSPENSION ALUM 0.50" - 1.04" RANGE WITH SOCKET EYE 25KIP ULTIMATE 30 DEGREE MAX TAKEOFF ANGLE FOR USE WITH ACSR WITH ALUMINUM ARMOR ROD	HUBBELL POWER SYSTEMS	HAS104N & SA10
		HUBBELL POWER SYSTEMS	HAS104S
		MACLEAN POWER JOSLYN	LS2N & SI1125
		MACLEAN POWER JOSLYN	LS2S
141045900	BOLTED CLAMP SUSPENSION MALLEABLE IRON. RANGE TO INCLUDE .20-.60	ANDERSON ELECTRICAL CONNECTORS	MS60N
		CONTINENTAL ELECTRIC CO	FSC60N
		MACLEAN POWER SYSTEMS	FS60
141140500	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 0.375" - 0.563" 1/0-4/0 AWG INCLUDES BOTTOIM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS (KEEPERS) W/ELASTOMER CUSHION, 2 CAPTIVE U-BOLTS W/GROMMETS, 4 LOCK WASHERS, AND 4 NUTS	PREFORMED LINE PROD CO	CGS-2100
141140600	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 0.564" - 0.883" 266.8-477 KCMIL INCLUDES BOTTOM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS(KEEPERS) W/ELASTOMER CUSHION, 2 CAPTIVE U-BOLTS W/GROMMETS, 4 LOCK WASHERS, & 4 NUTS	PREFORMED LINE PROD CO	CGS-2101
142205100	COMPRESSION TAP H NUMBER 1 4-6 RUN AND TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	BLACKBURN	WR159
		BURNDY CORP	YHO1
		BURNDY CORP	YHO100
		HOMAC MFG CO	OB44
		KEARNEY	50682
		PENN-UNION	KOR06
142205200	COMPRESSION TAP H NUMBER 2 2-1/0 RUN 2-4-6 TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	BLACKBURN	WR189
		BURNDY CORP	YH02
		BURNDY CORP	YHO150
		KEARNEY	50882
142205400	COMPRESSION TAP H NUMBER 4 1/0-2/0 RUN AND TAP MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON CONNECTOR	BLACKBURN	WR279
		BURNDY CORP	YHD300
		BURNDY CORP	YHD4
		HOMAC MFG CO	DB2020
		KEARNEY	50482
		PENN-UNION	KDR04
142208000	COMPRESSION TAP H A 500-4/0 STR, 477-4/0 ACSR, 1/0T2 - B 500-4/0 STR, 477-4/0 ACSR ,1/0T2 MINIMUM LENGTH = 4.5" MFGR., CAT. NO., COND. SIZE, AND BOTH KEARNEY & T&B (HOMAC) HYDRAULIC DIE SIZE TO BE STAMPED ON CONNECTOR	BURNDY CORP	YHN525
142211000	COMPRESSION TAP 6 SOL TO 4 STR RUN 4 SOL TO 4 STR TAP "C" CRIMP BG OR 5/8 DIE. COPPER.	BURNDY CORP	YC4C4

		HOMAC MFG CO	CC44
		UTILCO	ULT5
142313000	COMPRESSION SLEEVE FULL TENSION 3/0 6X1 ACSR. MFGR., CAT NO, COND SIZE AND BOTH KEARNEY AND T&B (HOMAC) HYDRAULIC DIE SIZE TO BE STAMPED ON BARREL	BURNDY CORP	YDS27RLY
142601000	COMPRESSION TERMINAL PIN 1/0 STR & ACSR MUST HAVE YELLOW PLASTIC END PLUGS. MFGR., CAT. NO., COND. SIZE, AND BURNDY HAND TOOL DIE SIZE TO BE STAMPED ON BARREL	BURNDY CORP	YE25R25
		HOMAC MFG CO	X5U10
142626600	COMPRESSION TERMINAL PAD 2 HOLE 266.8 STR & ACSR 18/1 & 26/7; TUBE-TYPE PREFERRED MUST HAVE END PLUG; MAX. WIDTH 1 3/4"; BARREL LENGTH 3 1/4" MIN.; MFGR., CAT. NO., COND. SIZE, & BOTH KEARNEY & T&B (HOMAC) HYDRAULIC DIE SIZE TO BE	BLACKBURN	AL16
		BURNDY CORP	YCA30R2N
142627700	COMPRESSION TERMINAL PAD 2 HOLE 477 & 500 MCM STR & COMP AL AND 477 18/1 ACSR; MUST HAVE END PLUG; TUBE-TYPE PREFERRED; MAX. WIDTH 1 3/4"; BARREL LENGTH 3 1/4" MIN; 5 CRIMPS MIN; MFGR., CAT. NO., COND. SIZE & BOTH KEARNEY AND T&B (HOMAC)	BLACKBURN	AL24
		HOMAC MFG CO	SAM500N
		HUBBELL POWER SYSTEMS	VAUL50012BN
		PENN-UNION	KVL050D1
143026000	PREFORMED ARMOR ROD 3/0 6X1 ALUMINUM 56 IN LONG ORANGE 11/SET	PREFORMED LINE PROD CO	AR0122
143033700	PREFORMED ARMOR ROD 3/8 IN 7W (AR1130)GALV STL 48 IN LONG ORANGE 12/SET .	HELICAL LINE PRODUCTS CO	GAR528
		PREFORMED LINE PROD CO	AR1130
143122600	PREFORMED AGS ASSEMBLY 266.8 18/1 SGLPOST VP= 0-3 DEG HP=0-20 INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 11 34" RODS PURPLE	PREFORMED LINE PROD CO	AGS-5207
143127300	PREFORMED AGS ASSEMBLY 3/0 6X1 SGLSUSP 20-45 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF10 40" RODS BLUE (TRK)	PREFORMED LINE PROD CO	AGS-5100
143128600	PREFORMED AGS ASSEMBLY 266.8 26/7 SGLSUSP 20-45 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 12 50" RODS RED (TRK)	PREFORMED LINE PROD CO	AGS-5108
143142600	PREFORMED AGS ASSEMBLY 266.8 26/7 DBLSUSP 45-60 DEG INCLUDES NEOPRENE INSERTS, CASTING CLAMPS, & SET OF 12 66" RODS RED (TRK)	PREFORMED LINE PROD CO	AGS-5809
143155000	PREFORMED AGS ASSEMBLY 954 45X7 SGLSUSP INCLUDES NEOPRENE INSERTS, CASTING CLAMP, & SET OF 12 82" RODS BROWN (TRK)	PREFORMED LINE PROD CO	AGS-5133
143400200	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1104 RED, 2R, 2R71 AND 1R	PREFORMED LINE PROD CO	UTC1104
143400400	PREFORMED TIE SINGLE SUPPORT F-NECK; UTF1204 RED, 2R, 2R71 AND 1R	PREFORMED LINE PROD CO	UTF1204
143401000	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1105 YELLOW, 1/0R AND OVER 4R WITH STEEL ARMOR ROD	PREFORMED LINE PROD CO	UTC1105
143401800	PREFORMED TIE, NEUTRAL( FOR USE WITH 1 3/4" SPOOLS) 1/0 (YELLOW) (.358 - .405)	HELICAL LINE PRODUCTS CO	HSPT022
		HELICAL LINE PRODUCTS CO	EZSP-4375
143413000	PREFORMED TIE SINGLE SUPPORT C-NECK; UTC1107 ORANGE, 3/0R AND OVER #2R WITH STEEL ARMOR ROD, AND 2RT2	PREFORMED LINE PROD CO	UTC1107
143413200	PREFORMED TIE SINGLE SUPPORT F-NECK; UTF1207 ORANGE,30R AND OVER #2R WITH STEEL ARMOR ROD, AND 2RT2	PREFORMED LINE PROD CO	UTF1207

143426600	PREFORMED TIE SINGLE SUPPORT C NECK; UTC1109 PURPLE, 266R, 266R267, 1/0R WITH STEEL ARMOR ROD & 2R71 WITH ALUMINUM ARMOR ROD	PREFORMED LINE PROD CO	UTC1109
143426700	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1210 BROWN, 10RT2, 20R OR 30R WITH STEEL ARMOR ROD & 10R WITH ALUMINUM ARMOR ROD	PREFORMED LINE PROD CO	UTF1210
143426800	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1209 PURPLE, 266R, 266R267, 10R WITH STEEL ARMOR ROD & 2R71 WITH ALUMINUM ARMOR ROD	PREFORMED LINE PROD CO	UTF1209
143447700	PREFORMED TIE SINGLE SUPPORT C NECK; UTC1111 RED, 477A, 477R, 477R247, & 2/0 & 3/0 ACSR WITH ALUMINUM ARMOR ROD	PREFORMED LINE PROD CO	UTC1111
143447800	PREFORMED TIE SINGLE SUPPORT F NECK; UTF1211 RED, 477A, 477R, 477R247 & 2/0 & 3/0 ACSR WITH ALUMINUM ARMOR ROD	PREFORMED LINE PROD CO	UTF1211
143481600	PREFORMED TIE PLASTIC LINE TIE C NECK, TTC1103, 477 37 STD WA	PREFORMED LINE PROD CO	TTC1103
143481800	PREFORMED TIE PLASTIC LINE TIE C NECK TTC1101, 3/0 7 STD &266 19 STD WA	PREFORMED LINE PROD CO	TTC1101
143481900	PREFORMED TIE PLASTIC LINE TIE C NECK, TTC1100, 1/0 WP ALUMINUM CL-55-3 19" IN LENGTH	PREFORMED LINE PROD CO	TTC1100
144214500	DEAD END FEED THROUGH, WEDGE TYPE, #4 THROUGH 4/0 AL OR ACSR (6/1), TOP OPENING	FARGO MFG CO INC	GDW-2040A
152164000	UG BRACKET TERMINATOR 3P "FIBERGLASS" ONLY 54 IN WIDE W/ 24 IN CENTER ARM, SPACER BARS TO BE A MINIMUM OF 6" LONG, WITH BOLTS	HUBBELL POWER SYSTEMS	3SBM3618CTB
		HUBBELL POWER SYSTEMS	3SBM5424AMTB
152814100	UG TERMINATOR KIT 4/0-15 KV FOR 220 MIL CABLE ONLY.(INCLUDES PIN TERMINAL, PARALLEL GROOVE CONNECTOR, & BRACKET)	JOSLYN	JPT15C1-S4/0S-B2
154722500	UG U GUARD LEADER GUARD FOR 2 - 2 1/2" CONDUIT	VIRGINIA PLASTICS CO	LG225LS
154735500	UG U GUARD 3 OR 3 1/2 IN X 10' PLASTIC/FIBERGLASS, GRAY	CARLON	59013
		CUSTOM PLASTICS	CPI43100
		ELECTRICAL MATERIALS CO	PE-3UG10
154810000	UG U GUARD 1 OR 1 1/2 IN X 10' PLASTIC/FIBERGLASS, GRAY	CUSTOM PLASTICS	CPI-31100
		ELECTRICAL MATERIALS CO	PE1UG10S
183117000	BRACKET STREET LIGHT 1 1/4 IN X 4 FT, UPSWEEP, STEEL, GALVANIZED	COOPER LIGHTING	P125S040
		GE SUPPLY	RBSCWH4X125GV
		HUBBELL LIGHTING DIVISION	WB03S
183440000	LIGHT LUMINAIRE LED05 COBRA HEAD, 47W LED, 120V MULTI-TAP ROUND DISTRIBUTION, 70 CRI @ 4000K, PHOTO EYE RECEPTACLE, GRAY COLOR ONE PIECE FLAT LENS TOOL-LESS ENTRY	AMERICAN ELECTRIC LIGHTING	ATBS P10 MVOLT R5 MP XL RFD309319
		GENERAL ELECTRIC CO	ERL1006V340AGRAYGILR090
183450000	LIGHT LUMINAIRE LED20FLOOD, 199W LED, 120V MULTI-TAP WIDE FLOOD DISTRIBUTION, 70 CRI - 4000K, PHOTO EYE RECEPTACLE, GRAY COLOR ONE PIECE FLAT LENS TOOL-LESS ENTRY 10' 3C-14 CORD	AMERICAN ELECTRIC LIGHTING	ACPOLED P40 RFD313688
		GENERAL ELECTRIC CO	EFH1010BB66740AAT1GRA YR053

## **EXHIBIT I – CHANGE ORDER**

\_\_\_\_\_  
Name of Company

**Date:** \_\_\_\_\_

**Change Order: #** \_\_\_\_\_  
(Assigned by Otter Tail Power Company)

This Change Order modifies the Major Supply Agreement (No Installation Services) for \_\_\_\_\_, dated as of \_\_\_\_\_, 2025 (the “Agreement”), between OTTER TAIL POWER COMPANY, a Minnesota Company, and \_\_\_\_\_ TBD \_\_\_\_\_ (“Supplier”).

The changes described in this Change Order constitute an amendment to the Agreement. Except as otherwise set forth in this Change Order, the change(s) described in this Change Order do not relieve the Supplier or its Subcontractor of their responsibilities described in the Agreement. The Change Order constitutes full and complete settlement for the changes described in the Change Order, including full compensation for all impacts and direct effects of the Change Order. There shall be no further increase in the compensation or time requirements as a result of the items covered by this Change Order, including compensation to any Subcontractors impacted by the change. Capitalized terms used in this Change Order that are not defined in the Change Order shall have the meaning assigned to them in the Agreement.

Description of the Change: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

The change in the Contract Price is: \$ \_\_\_\_\_

The revised Contract Price, including this change, is: \$ \_\_\_\_\_

Except as modified by this Change Order, the Agreement remains in full force and effect, and the Supplier and Owners ratify and affirm the Agreement in all respects.

**CONTRACTOR:**

**OWNER:**

**To Be Determined**

**OTTER TAIL POWER COMPANY**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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# **Exhibit L**

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## **QA / QC Plan**

To be provided by bidder

Enter this order number on all shipments, correspondence and invoices.

Order No.	Change Order	Order Date	Revised Date
XXXXXX	0	01-Jan-20XX	01-Jan-20XX



Page 1 of 1

**SHIP TO:** (unless indicated at item)  
TBD NDTA Laydown Yard  
TBD  
TBD, North Dakota XXXXX

## Purchase Order

Supplier Name  
Supplier Address  
Supplier City, State, Zip

**Invoice to:** SOURCING DEPARTMENT  
Otter Tail Power Company  
215 South Cascade Street  
FERGUS FALLS, MN 56537  
UNITED STATES  
**Phone: 218-739-8200**

**EMAIL INVOICES AND ACKNOWLEDGE RECEIPT OF THIS ORDER VIA PHONE, FAX OR EMAIL ([TBD@otpc.com](mailto:TBD@otpc.com))**

Buyer	Buyer Phone	Fax	Buyer Email	Revised By	
Payment Terms	Carrier	Shipping Terms	Freight		
OTP expressly limits acceptance to the terms of this offer, including the attached OTP terms and conditions, unless a fully executed agreement is attached and referenced below.					
- Agreement Name and Date - Delivery Contact Name and Number -					
Line Number	Item/Description	Delivery By	Line Quantity UOM	Per Unit	Total
1	Long Item Description, OTP Item Number, Supplier Item Number, Model Number	MFR Part#		Manufacturer	
		01-Jan-20XX	5 EACH	0.00	0.00
2	Long Item Description, OTP Item Number, Supplier Item Number, Model Number	MFR Part#		Manufacturer	
		01-Jan-20XX	0 EACH	0.00	0.00
*****TOTAL COST*****					0.00

Dave Chaput, Manager Sourcing

**ATTACHMENT 1**  
**Bid Exceptions Form**

**BID CLARIFICATIONS AND/OR EXCEPTIONS**

Bidder offers the following clarifications and/or exceptions taken to any requirement or provision of any proposed modifications or replacement language for each clarification or exception. **(If none, so state and sign this document)**

Bidder understands that unless itemized above, no other clarifications or exceptions to this Request for Proposal (RFP) are taken by the Bidder.

Signature: \_\_\_\_\_  
Authorized Representative

Attachment 2 - Questions and Answers Template

Instructions

Bidder to fill out Supplier Name below. All questions should include the following information: Date of Question, Question and RFP Section/Document Reference using the template format below and send to [awolfram@otpc.com](mailto:awolfram@otpc.com)

Project Name:	NDTA Line Hardware
Supplier Name:	
Questions Due back to Owners by	8/1/2025

		Questions	
	Receive Date	Question or Clarification	RFP Section Reference
1			
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## Attachment 3 - Sample Kitting Request

Below is an estimated list of materials that would be released on an individual Purchase Order. The list is for Reference only.

Quantity	Stock Number	Description
20	101651200	BOLT GALV MACHINE 5/8 X 12 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT
40	101651400	BOLT GALV MACHINE 5/8 X 14 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT
20	101651600	BOLT GALV MACHINE 5/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT
20	101671600	BOLT GALV MACHINE 7/8 X 16 BOLT HEAD NOT INCLUDED IN LENGTH MEASUREMENT
40	105405800	NUT LOCKNUT MF 5/8
20	105407800	NUT LOCKNUT MF 7/8
20	105605800	NUT SQUARE GALV 5/8 GALV
20	106274400	WASHER CURVED SQUARE 4X4 15/16 IN HOLE 1/4 IN THICK GALV
40	106416500	WASHER SPRING LOCK GALV 5/8
20	106417800	WASHER SPRING LOCK GALV 7/8
40	106852200	WASHER SQUARE 2 1/4X2 1/4 11/16 IN HOLE 3/16 IN THICK GALV
300	108443800	SCREW LAG HEX HEAD ZINC-PLATED 1/4" X 2" WITH 5/8" STEEL/NEOPRENE GASKET WASHER
10	113763200	RIDGE IRON ASSEMBLY INCLUDES CROSS PLATE AND SIDE ANGLES 15" TOP OF POLE TO SHACKLE IN CROSS PLATE FOR POLES 7" TO 11" POLE TOP DIAMETER
10	116195800	GROUND CLAMP FOR 5/8" GALVANIZED GROUND ROD, WIRE SIZE #10-1/0 STR. INCL 5/16" GALVANIZED STEEL.
20	116202800	GROUND CLIP BONDING FOR 5/8 IN BOLTS
10	116641500	GROUND LUG BONDING BOLT 1/2X1 1/2 IN (GWB 51-1/2)
10	116861000	GROUND ROD GALV 5/8 IN X 8 FT
1	116922500	STAPLE, GROUND 1/2 IN X 1-1/2 IN ZINC AL COATED HOT DIP GALVANIZED STEEL, 9 GAUGE BARBED AND ADHESIVE COATED POINT DIAMOND CROWN TAPE COLLATED FOR USE WITH MILWAUKEE CORDLESS FENCING STAPLER ON CCA TREATED POLES ORDER BY BOX. 960 STAPLES/BOX.
30	120621600	INSULATOR POLYMER HORIZONTAL LINE POST 115KV CLAMPTOP, CAST GAIN BASE, MAXIMUM 52" BASE TO CONDUCTOR, MIN LEAKAGE DISTANCE 94", MIN CIFO+ (WITHSTAND) 590KV (553) CIFO- (WITHSTAND) 705KV (590)
10	121612000	SHACKLE, ANCHOR, LONG, 30,000 LB W/MAX 5/8" PIN OR BOLT (W/NUT) AND COTTER KEY
800	130820000	COND OH STEEL 5/16" WIRE 250' HAND COILS (SUB OTS#130820500 FOR QUANTITIES OF 1000' +) 205 LBS/MFT MUST BE COMMON GRADE 3 STRAND WITH CLASS BB GALVANIZING PER LATEST REVISION OF ASTM STANDARD A-1111
10	141045900	BOLTED CLAMP SUSPENSION MALLEABLE IRON. RANGE TO INCLUDE .20-.60
30	141140500	BOLTED CLAMP SUPPORT (TRUNNION) CUSHION GRIP CLAMPING RANGE 0.375" - 0.563" 1/0-4/0 AWG INCLUDES BOTTOIM CLAMP W/ELASTOMER CUSHIONS, 2 TOP CLAMPS (KEEPERS) W/ELASTOMER CUSHION, 2 CAPTIVE U-BOLTS W/GROMMETS, 4 LOCK WASHERS, AND 4 NUTS
10	143033700	PREFORMED ARMOR ROD 3/8 IN 7W (AR1130)GALV STL 48 IN LONG ORANGE 12/SET .
15	154810000	UG U GUARD 1 OR 1 1/2 IN X 10' PLASTIC/FIBERGLASS, GRAY