



Request for Proposal (RFP)

NDTA – Direct Embedded Steel Poles

Date July 23, 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 Direct Embedded Steel Poles 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 on or before : August 1, 2025.

Proposal Due Date: 5:00 p.m., CT August 27, 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:

Jordan Heikes
jbheikes@otpc.com
Otter Tail Power Company
215 S. Cascade Street
Fergus Falls, MN 56537
(218) 739-8452
(Technical questions)

Alex Wolfram
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:

- ISO 9001 certification
- Previous 3 Years Safety Records
- QA/QC program Documentation
- List of Supplier's and proposed subcontractors' past experiences in similar projects.
- Company History/Profile.
- Supplier must have a minimum of 5 years of experience in the supply of similar materials.

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. (Use this as a checklist for RFP Response)
 - Redlines to documents in Section 3.0 Commercial Agreement and General Terms and Conditions
 - Any Additional Commercial exceptions to proposal
 - Any Design exceptions to Exhibit B – Specification for Tubular Steel Structures or Exhibit B1 - Drawings
 - Completed Exhibit F – Schedule of Values
 - Completed Exhibit E – Project Schedule
 - Previous 3 Years Safety Records
 - Last 2 years Audited Financial (if requested)
 - Proposed Warranty
 - ISO 9001 certification
 - QA/QC Program Documentation
 - Preliminary design(s)/Design Calculations
- Price/Financial Risk
- Safety
- Schedule/Lead Time
- 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 –Specification for Tubular Steel Structures
- Exhibit B1 – Drawings
 - S3HA-115-18
 - S3MA-115-18
 - SDE-0060-115-18
 - SHT-115-14
 - SHT-230-18
- Exhibit F - Schedule of Values

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 Supply - Specification for Tubular Steel Structures
- Exhibit B1 – Drawings
 - S3HA-115-18
 - S3MA-115-18
 - SDE-0060-115-18
 - SHT-115-14
 - SHT-230-18
- Exhibit C – Insurance Requirements
- Exhibit D –Lien Waiver Form(s)
- Exhibit E – Project Schedule
- Exhibit F – Schedule of Values
- Exhibit H – Completion Forms
- Exhibit I – Change Order Form
- Exhibit L – QA/QC
- Attachment 1 – Bid Exceptions Form
- Attachment 2 - Questions and Answer Template

**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

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

To Supplier: _____

RECITALS

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

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

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

AGREEMENT

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

1. **TERMS AND CONDITIONS.**

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

2. **CONTRACT DOCUMENTS.**

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

This Major Supply Agreement (No Installation Services)
Exhibit A – General Conditions for Major Supply Agreement (No Installation Services)
Exhibit A1 – Special Terms and Conditions Flow Down Requirements
Exhibit B – Specification for Tubular Steel Structures
Exhibit B1 – Drawings
S3HA-115-18

S3MA-115-18
SDE-0060-115-18
SHT-115-14
SHT-230-18
Exhibit C – Insurance Requirements
Exhibit D – Lien Waiver Form(s)
Exhibit E – Project Schedule
Exhibit F – Schedule of Values
Exhibit G – Not Applicable
Exhibit H – Completion Forms
Exhibit I – Change Order Form
Exhibit J – Not Applicable
Exhibit K – Not Applicable
Exhibit L – QA/QC

3. **TERM.**

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

4. **SCOPE OF WORK.**

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

5. **PRICE AND PAYMENTS.**

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

5.2 Shipping terms are FOB Destination, Prepaid.

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

6. **INVOICES.**

Invoices may be submitted electronically to sourcing@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.

9. **PRODUCTION AND DELIVERY SCHEDULES**

- 9.1 Supplier is to provide weekly updates of production schedules containing structure type and sizes being completed that week. Additionally list the date production has started, estimated completion date, estimated shipping date, and projected delivery date for a period of two weeks. This update should be in Excel format and electronically transmitted to awolfram@otpc.com and jrham@otpc.com.
- 9.2 Supplier shall notify via email awolfram@otpc.com and jrham@otpc.com when a load being shipped, and provide a list of structures on each shipment.
- 9.3 Owner shall provide specific deliver instruction and or location updates to Supplier upon notification when a load is ready for shipment.
- 9.4 Delivery, storage and handling shall be in accordance with the specifications set forth in section “1.6 DELIVERY, STORAGE AND HANDLING” of Exhibit B – Scope of Supply – Specification for Tubular Steel Structures.
- 9.5 Supplier’s delivery trucks are to contact **To Be Determined** at **To Be Determined** a minimum of 48 hours prior to deliveries. Delivery drivers who fail to provide notice may have to wait to be unloaded.

10. **SUBMITTALS**

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

Jordan Heikes
jbheikes@otpc.com

Andrew Specht
aspecth@otpc.com

Kyle Frigaard
kfrigaard@otpc.com

CC: Alex Wolfram
awolfram@otpc.com

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[SIGNATURE PAGE FOLLOWS]

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

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).

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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.

Exhibit B



**SPECIFICATION FOR
TUBULAR STEEL STRUCTURES**

OTP SPECIFICATION SPEC-01

Revised December 10, 2014

SPEC-01: Specification for Tubular Steel Structures

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Design, materials, fabrication, delivery, inspection, welding and protective coatings of welded tubular structures including field bolts, locknuts, vangs, attachment provisions for arms and/or insulators, and other items necessary for a complete assembly.

1.2 DESIGN REQUIREMENTS

- A. Structures shall present most pleasing appearance possible consistent with strength requirements. In evaluation of bids, consideration will be given to appearance of structures.
- B. Design structures in accordance with design guide of ASCE "Design of Steel Transmission Pole Structures", latest edition, with following additions and/or exceptions:
 - 1. Design structures to conform to dimensions shown on attached configuration drawings and design loading diagrams.
 - 2. Structures shall be capable of withstanding specified loading cases without considering possible restraining effect of conductors or shield wires.
 - 3. Structures shall withstand design loads without failure, permanent distortion, or exceeding any specified deflection limitations.
 - 4. Computed unit stresses under full design load including all overload factors shall be no more than specified material yield strength as stated in applicable ASTM specifications.
- C. Alternate Design: If Seller believes that it would be advantageous to deviate from the requirements specified, such designs may be submitted as an alternate.
- D. Wood Pole Equivalent (WPE) structures may be used where the loading and framing criteria are met. All WPE structures shall be of round section or 12 sided and shall have a minimum tip diameter of 7 inches.
- E. Structure Assembly Drawings are provided as conceptual and dimensional guides. Material dimensions presented on Drawings are for guide purposes only and are not intended as restrictions. Seller shall maintain outline dimensions as shown.
- F. Design structures to eliminate water and refuse traps.
 - 1. Painted and weathering steel tubular sections shall be sealed from moisture entering inside of pole.
 - 2. Factory-drilled holes in painted and weathering steel poles shall be plugged to prevent moisture intrusion during shipping.
 - a. The Manufacturer shall drill a 1" diameter hole in the bottom section, just below the joint, to allow air to escape the shaft during structure setting in wet holes. The Manufacturer shall supply a plug to be installed after installation to re-seal the bottom shaft section.

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3. For field-drilled poles and factory drilled poles, manufacturer shall provide silicon sealant to seal all through-bolt holes in painted and weathering steel poles.
 4. Non-drilled poles when assembled shall be effectively sealed to prevent moisture intrusion.
 5. Design connections to reduce effect of pack-out by preventing moisture from entering joint or by designing connection to allow moisture to easily drain off.
 6. Plastic plugs shall be installed in nuts welded to structure and tapped holes.
- G. Wind pressures shown in loading criteria shall be multiplied by appropriate shape factor applied to poles. Pressures in psf shall be computed as follows:
1. $P = W \times C_d$, where P = pressure on projected area of pole normal to wind, W = wind pressure, and C_d = shape (or drag) factor"
 2. Wind pressures listed in loading diagrams are based on a round pole profile.
- H. Joints:
1. Design poles with minimum number of joints.
 2. Field welding shall not be allowed as part of design of a new pole.
 3. Shaft joints to be made in field shall be slip joints or bolted flange joints.
 4. Slip Joint Length: At least 1.5 times largest inside diameter of female section.
 5. Bolted flange joints shall be used for guyed structures.
 6. If required by Owner or Owner's Representative, strap across pole splice to prevent separation of male and female sections of pole may be used for X-braced H-frame structures. Approval shall be obtained prior to bid.
 7. Verify slip joint fit before shipment. Joints shall not interfere with joints, step nuts, ladder clips, or jacking nuts. Sufficient jacking lugs and permanent orientation marks shall be provided at slip joints to ensure proper alignment and complete overlap of joint.
- I. Direct-embedded structures shall have bearing plates. Bearing plates shall have diameter not more than 2" greater than maximum pole diameter. Ground sleeves, if provided, shall not be considered in strength calculations.
- J. Direct-embedded poles shall have a ground sleeve extending a minimum of three foot above and two feet below the ground line.
- K. Taper:
1. Poles shall have nearly uniform taper throughout their entire length.
 2. Maximum difference in tapers between 2 pole sections measured by diameters shall be 0.20 in/ft for poles with variable taper.
- L. Arms:
1. Design so end of arm is at specified height under loading of final conductor tension, 60°F, 2 psf wind, and no overload factors.
 2. Arm deflection at the heaviest vertical load case, including overload factors:
 - a. Vertical deflection of davit arms shall be limited to $L/200$ where L is the length of the arm.

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- b. Vertical deflection of crossarms shall be limited to $L/50$ where L is the un-braced length of the crossarm.
- 3. Arms shall be upswept or straight, tapered, steel tubular members, of any cross-sectional type, which meet dimensions shown.
- 4. Arm end plate connection details for hardware attachment shall be typical of those shown.
- 5. Hermetically seal when painted or weathering finish is specified.
- 6. Galvanized arms shall have drain holes where appropriate to prevent water retention.
- 7. If weathering steel is used for arms, design attachments and arm to avoid trapping or holding moisture.
- 8. At arm end openings and at channel or box arm connections to thru vangs, provisions for eliminating access by birds and nesting insects are required.

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- M. Vangs and Brackets: In design of connections for vangs, brackets, or stiffeners attached to pole shaft, distribute loads sufficiently to protect wall of pole from local buckling.

1.3 DEFINITIONS

- A. Cambering - fabricating of a slight convex curve in a pole or crossarm
- B. D/t - ratio of diameter of a round pole to steel plate thickness
- C. Manufacturer's Engineer - registered or licensed person, who may be a staff employee or an outside consultant, and who provides engineering services. Manufacturer's Engineer also includes duly authorized assistants and representatives of licensed person.
- D. Ground Line - designated location on pole where surface of ground will be after installation of a direct embedded pole
- E. Overload Factors (OLF) - multiplier which is applied to each of vertical, transverse and longitudinal structure loads to obtain an ultimate load
- F. P-Delta Moment - secondary moment created by vertical loads acting on structure when structure deflects from its unloaded position
- G. Point of Fixity - location on pole at ground line or below ground line where maximum moment occurs
- H. Raking - practice of installing straight pole out of plumb, or at inclined angle
- I. w/t - ratio of width of polygonal pole (flat-to-flat) to plate thickness
- J. Ultimate Load - maximum design load which includes appropriate overload factor specified

1.4 QUALITY ASSURANCE

- A. Final designs shall be approved by Owner or Owner's Representative before material ordering and fabrication. Material ordering and fabrication prior to approval will be at Manufacturer's risk.
 - 1. Award of this Contract does not constitute acceptance of design calculations submitted with Bid. If corrections are required in final structure designs due to manufacturer's errors, omissions, or misinterpretations of specifications, quoted price shall not change.
 - 2. Approval of drawings and calculations by Owner or Owner's Representative does not relieve Manufacturer of responsibility for adequacy of design, correctness of dimensions and details, and proper fit of parts.
- B. Owner or Owner's Representative shall have free entry at all times to all parts of plant to inspect any part of product or process which concerns Project.
- C. Owner may inspect and accept or reject material, either at plant or at point of delivery. Rejected material shall be replaced free of charge or corrected for compliance with this specification by Manufacturer and process of fabrication altered as necessary to avoid

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cause of further rejections. Manufacturer shall afford reasonable facilities without charge to satisfy Owner that steel structures are being furnished in strict accordance with this specification.

- D. After delivery, poles will be inspected and shall be free of dirt, oil blisters, flux, black spots, dross, teardrop edges, flaking paint or zinc; and in general, shall be smooth, attractive, and unscarred. Poles not meeting this requirement shall be repaired or replaced by fabricator at no additional cost to Owner.
- E. Weathering steel poles shall be appropriately cleaned as required to provide a uniform patina at installation.
- F. Mill test reports showing chemical and physical properties of all material furnished under this specification shall be maintained by manufacturer for a period of 5 years and shall be traceable to structure.
- G. Testing requirements:
 - 1. Materials shall comply with applicable requirements of ASTM specifications. Modifications to ASTM specifications shall be approved by Owner's Representative.
 - 2. Structural plate and weld material shall meet ASCE requirements for Charpy tests.
 - 3. As a minimum, fabrication shall be in accordance with NEMA Standards Publication TTI or as specified herein.
 - 4. Welders or welding operators shall be qualified in accordance with provisions of AWS D1.1.

1.5 SUBMITTALS

- A. Shop Drawings:
 - 1. Shop Drawings shall contain details for only one structure type. Indicate outline dimensions on Shop Drawings.
 - 2. Prepare in accordance with individual fabricator's format which shall include:
 - a. Appropriate title block and drawing number suitable for indexing and cross-reference.
 - b. Table of revisions suitable for recording date and pertinent information regarding each revision.
 - 3. Mark preliminary drawings "PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION."
 - 4. Show structure dimensions including metal thickness.
 - 5. Detail drawings shall show dimensions and metal thickness of all structure assembly components.
 - 6. Erection Shop Drawings shall show:
 - a. Structure assembly including arms, vangs, ladder attachments, grounding details, and position of each member on a single sheet
 - b. Total fabricated weight of structure including all fittings and devices
 - c. Size and number of bolts, nuts, and washers required for each connection
 - d. Ultimate capacity
 - e. Assembly instructions

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- f. Minimum and maximum allowable slip joints will be clearly marked for each structure.
 - g. Bill of Material including:
 - 1) Number of parts required
 - 2) Description of separate parts including size and weight
 - 3) Mark used for each part
 - 4) Complete bolt list showing size and length
 - 5) Cross reference to appropriate shop detail drawings
- B. PLS-Pole back-up models of all structures shall be furnished by the Manufacturer prior to commencing fabrication.
- C. Quality Assurance Data:
- 1. Documentation to be supplied for Owner's approval prior to fabrication. Documentation includes final design calculations for pole shaft, arms, and other appurtenances, including their connections for all structures. The following information shall be supplied:
 - a. For specified loading cases, total shear, axial forces, moments, stresses or stress ratios, section moduli, cross-sectional areas, deflections, w/t ratios for polygonal and D/t ratios for round cross sections at all splices, at arm attachment points (top and bottom), and at least every 10 feet along pole.
 - b. For critical loading case, shear and axial forces, moments, stresses, section moduli, cross-sectional areas at arm connections, bolt stresses in arm connection, and deflection at end of arm.
 - c. Anticipated deflections at top of pole and at ends of arms shall be indicated for each pole for normal, everyday loading condition of 60°F, 2 psf wind, and no overload factors.
 - 2. Certified mill test reports shall be provided, including Charpy tests on all structural material, prior to fabrication. Manufacturer to maintain on file for minimum of 6 years.
 - 3. Certified welding reports for each structure. Reports shall include all welds of structure. Each weld shall be clearly identified; and report shall consist of method of testing, whether weld is acceptable, identification of structure, date, and name and signature of inspector.
 - 4. Impact property test reports showing that material used in structures meets impact properties.
 - 5. Test reports, together with certifications that tests have been made in accordance with ASTM specifications.
 - 6. Test reports on coating thickness.
 - 7. Report of structure testing, when required, including photographs, diagrams, load trees, etc.
 - 8. Final design calculations shall be submitted before fabrication commences and shall include, in addition to item listed for preliminary submittal, the following:
 - a. Total actual moments, moments of inertia, and stress at connections of arms
 - b. Computations of stresses in connections and attachments

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- c. Maximum deflection at top of structure and all load points for specified loading cases
 - d. Structures shall be examined for wind-induced vibrational loading. The resulting stresses due to wind-induced vibrational loading shall be such that fatigue damage or failure of any part of structure shall not occur. Wind-induced vibrational loading shall be examined at laminar wind flow conditions of 0 to 40 miles per hour wind speed.
- 9. Prior to shipment of complete assembly, submit inspection reports, including heat number records.
- D. Closeout Submittals:
 - 1. Copies of steel heat numbers
 - 2. "Letter of Compliance" shall be furnished at completion of order.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Notify Engineer at time of shipment that such shipment is to take place. Notification shall give quantities, weight, name of common carrier used, bill of lading number, expected time of arrival, and other pertinent information.
- B. Owner and Owner's Representative shall be notified 10 business days prior to shipment that such shipment is to take place, and they reserve right to inspect components prior to shipment. Notification shall give quantities, weights, name of common carrier used, and expected time of arrival.
- C. Owner and Owner's Representative shall be notified 48 hours prior to delivery of any steel shipment. Notification shall be by phone call and email. Vendor shall include in the email the bill of lading for each shipment.
- D. Each shipment and each invoice shall be accompanied by checklist of parts on that particular shipment, identifiable by structure type and number. All material required for a complete structure shall be in one shipment.
- E. Bolts, nuts, and other small hardware shall be kitted in weather resistant packaging or shipped in buckets or barrels to prevent loss or damage. Weather resistant cardboard boxes are not acceptable. Bolts, nuts, and miscellaneous hardware shall be identified by packing list to enable efficient match-up with respective structure shaft.
- F. Do not use salt-treated wood blocking and urethane foams when shipping or storing weathering steel poles.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Poles, Arms, Arm Attachment Plates and Conductor Brackets:
 - 1. ASTM A588 or ASTM A871 modified to provide minimum yield strength of 60 ksi or 65 ksi and to meet requirements specified.
 - 2. Material shall be equal to or greater in yield strength than value used in design calculations.

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- B. Fasteners:
 - 1. ASTM A307, ASTM A325, ASTM A354, ASTM A394, or ASTM A687, as applicable.
 - 2. Bolts: ASTM A354 Grade BC, plain. Bolt material shall have corrosion and atmospheric resistance properties comparable to ASTM A588. For galvanized structures, ASTM A354 Grade BC galvanized.
 - 3. Nuts: ASTM A194 Grade 2. For galvanized structures, Grade DH, galvanized.
- C. Steel for Tubular Steel Structures (Weathering):
 - 1. Weathering Steel: Steel shall conform to chemical and physical properties as tested in accordance with ASTM specifications or with modifications specified.
 - 2. Minimum plate thickness for pole components: 3/16"
- D. Steel for Tubular Steel Structures (Galvanized):
 - 1. Galvanized Steel: Steel shall conform to chemical and physical properties as tested in accordance with ASTM specifications or with modifications specified.
 - 2. Minimum plate thickness for pole components: 3/16"
- E. Lifting Lugs: Install permanent lugs in appropriate locations on all pole and arm sections. Provide instructions for handling and erection of poles and arms.

2.2 IDENTIFICATION

- A. Each separate part of steel pole structure shall be marked in accordance with Contractor's drawings. Marking shall be made by addition of weld metal and shall be clearly legible after finishing. Each pole shaft section shall be identified with its WPE class and height of finished pole (example: WPE Class1/75')
- B. Permanently mark each pole with structure number on shaft 60" above ground line and on bottom of the bearing plate with following identifying information:
 - 1. Structure Type
 - 2. WPE Class and Height
 - 3. Ultimate Ground Line Moment
 - 4. Owner Name
 - 5. Vendor Name
 - 6. Date Manufactured

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- C. Unnecessary marks such as chalking or scribes not allowed on outer surfaces of weathering steel structures.
- D. Method of identification shall be approved by Owner.

2.3 GROUNDING CONNECTION

- A. Weld grounding connection to the pole shaft 6" above the ground sleeve and on both sides of each slip joint within 4" of the completed joint.
- B. Grounding connection shall be either 2-hole, NEMA-drilled pad or nut as shown on drawings. Grounding connection shall be stainless steel unless otherwise noted on drawings.
- C. Do not paint or cover grounding pad face with other coatings.
- D. Protect ground nut threads and grounding pad threads from coatings.

2.4 FABRICATION

- A. Structure parts shall be neatly finished and free from kinks or twists. Holes, blocks, and clips shall be made with sharp tools and shall be clean-cut without torn or ragged edges.
- B. Before being laid out or worked in any manner, structural material shall be straight and clean. If straightening is necessary, it shall be done by methods that will not injure metal.
- C. Perform shearing and cutting carefully. Work shall be finished neatly. Copes and re-entrant cuts shall be filleted before cutting.
- D. Perform forming or bending during fabrication by methods that will prevent embrittlement or loss of strength in material being worked.
- E. Holes for connection bolts shall be 1/16" larger than nominal diameter of bolts. Holes in flange plates for bolted splices shall be 1/8" larger than bolt diameter. Details of all connections and splices shall be subject to approval of Owner or its Representatives.
- F. Holes of any diameter may be drilled in plate of any thickness. Care shall be taken to maintain accuracy when drilling stacks of plates.
- G. Holes may be made by use of machine-guided oxygen torch. Flame cut edges shall be reasonably smooth and suitable for stresses transmitted to them.
- H. Punching:
 - 1. Holes, except for anchor bolts, shall be 1/16" larger in diameter than diameter of bolt. Center shall not vary more than 1/16" from its position as shown on Drawings.
 - 2. Holes shall be true to size, smooth and cylindrical without excessive tear out or depressions. Burrs that remain after punching shall be removed by grinding, reaming, etc.
 - 3. Holes in material more than 3/4" in thickness shall be drilled.

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4. Holes for vangs for conductor attachment shall be chamfered 1/8"
- I. Overall length of assembled structure shall be not less than 0" and not more than 12" of specified length.
- J. Welding:
 1. Welding shall conform to best recommended practices of AWS D1.1.
 2. Provide 100% penetration welds in, but not limited to, the following areas:
 - a. Circumferential welds (C-welds) joining structural members
 - b. Longitudinal welds in female portion of joint within slip joint area
 - c. Welds at butt joints of back-up strips
 - d. Longitudinal welds for a minimum length of 3" where there are adjacent C-welds, flange welds, base welds, and ends of tubes
 3. Weld back-up strips shall be continuous full length of welds. Care shall be exercised in design of welded connections to avoid areas of high stress concentration which could be subject to fatigue or brittle fractures.
 4. Full-penetration or equivalent 90% partial penetration with fillet overlay shall be used for arm-to-arm base, vang-to-plate shaft, and arm box joints.
 5. Other penetration welds shall have 60% minimum penetration. Quality and acceptability of all welds other than full penetration welds shall be determined by visual inspection, supplemented by magnetic particle, ultrasonic, or dye penetrant inspection.
 6. Quality and acceptability of every inch of full penetration welds shall be determined by visual and ultrasonic inspection.
 7. Records of welding procedure and welding operator test results shall be kept for six years by the Manufacturer and shall be available for review by Owner.
 8. Welding electrodes used for primary joints shall meet, at a minimum, impact value of 15 ft-lb at -20 °F as measured by standard Charpy "V" notch test. Electrodes shall equal or exceed specified physical properties of base metal being welded when tested with applicable AWS specification for welding electrodes.
 9. Field welding is not permitted except with Owner's approval and Manufacturer's direction in repairing a pole.
- K. Processes:
 1. Welding may be done by shielded metal-arc, gas-shielded flux core, gas metal-arc, or submerged arc processes.
 2. Gas metal-arc process, using solid bare filler wire, shall be limited to root bead or tack welding only.
 3. Shielded metal-arc welding shall be done with appropriate strength low hydrogen electrodes which have been conditioned in accordance with requirements of AWS D1.1.
 4. Preheating shall be in accordance with manufacturer's minimum recommendation or as verified by testing for suitability for structural application in accordance with Section 5, AWS D1.1. Preheating practices shall be controlled to prevent under bead cracking in weldments. Welding outdoors shall not be performed during damp or rainy weather.
 5. No vertical or overhead welds allowed.

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6. Circumferential welds shall meet the following minimum requirements:
 - a. Welds shall be free of any cracking, either surface or subsurface.
 - b. No undercutting of either surface shall be permitted.
 - c. Flow holes, porosity, or spherical inclusions which exceed limitations of AWS D1.1 shall not be acceptable.
 - d. No angular intrusions of any detectable size shall be permitted.
 - e. Compliance with above requirement shall be determined by tests and inspection in accordance with paragraph "Weld Quality and Inspection."
 - f. Welds shall have 100% penetration.
 7. Longitudinal welds, except as specified for 90° flange plate welds and arm bracket joints, shall meet following requirements:
 - a. No cracking in or near welds permitted
 - b. No undercutting of weld metal at external surfaces allowed
 - c. Welds shall be free of surface blowholes
 - d. Compliance with above requirements and minimum 80% penetration between plates shall be determined by tests and inspection in accordance with paragraph "Weld Quality and Inspection."
 8. 90° flange plate welds and arm bracket joints shall be complete penetration welds. Requirements shall be same as specified for circumferential welds, except that longitudinal beam ultrasonic test from bottom of flange into weld shall be included.
 9. Weld joints other than those specified herein shall be approved by Owner.
- L. Weld Quality and Inspection:
1. Weld quality, except for penetration requirements specified, shall conform to Section 8, Part D, Article 8.15 through 8.15.2.2 of AWS D1.1 regardless of method of welding.
 2. Visual Examination: Work shall be examined to determine that it meets requirements of this specification. Size and contour of welds shall be measured with suitable gauges. Welds shall be visually inspected. Visual inspection for cracks in welds and base metal and other defects shall be aided by bright light and/or such other devices as magnifiers as may be required for clear visibility.
 3. Ultrasonic Inspection: Perform ultrasonic inspection of full penetration welds in accordance with requirements of ASTM A452, ASTM A587, and Section 6, Part III of AWS Code and Standards of Acceptance and this Specification.
 4. Fusion Welds:
 - a. Visual Examination: As specified herein
 - b. Ultrasonic Inspection: As specified herein
- M. Tolerances:
1. Length of Single Piece or Flanged Poles: 3"
 2. Cross Section of Poles:
 - a. 36" or less diameter: -1/8", +1/2"
 - b. Greater than 36": -1/4", +1/2"
 - c. Circumference of all poles: -0"

SPEC-01: Specification for Tubular Steel Structures

3. Vertical Spacing between "Arm-to-Pole" Connections: $\pm 3/4$ "
4. Location of All Hardware with respect to Top of Pole: ± 2 "
5. Straightness of Pole: $\pm 1/2$ " from centerline
6. Location of Drilled Hole in a Piece: $\pm 1/16$ "
7. Spacing between Holes:
 - a. Same Connection: $+1/16$ " (non-accumulative)
8. Arms:
 - a. Length: ± 1 "
 - b. Rise: "W" dimension 1" per 10' of arm length
9. Angles Shown ± 2.0 degrees
10. Length of Overlap of Slip Joint: $+5$ ", -10% of slip joint overlap, unless design requires additional overlap

N. Bending:

1. Perform bending such that physical properties of steel shall not be impaired and full section will be maintained.
2. Formed parts shall have a minimum bend radius in accordance with Bend Test Requirements as outlined in respective ASTM standard.

2.5 FINISHES

A. Weathering Steel:

1. After fabrication, blast clean oil, scale, etc, in accordance with SSPC-SP6, to ensure uniform and rapid formation of protective oxide layer.
2. Structures shall be affectively sealed to prevent moisture intrusion, except for the following:
 - a. The bottom of the bottom section of direct embed poles shall be open to counteract buoyancy affects.
 - b. The Manufacturer shall drill a 1" diameter hole in the bottom section, just below the joint, to allow air to escape the shaft during structure setting. The Manufacturer shall supply a plug to be installed after installation to re-seal the bottom shaft section.

B. Galvanized Steel:

1. Care shall be taken to remove all flux from welds and sharp edges and burrs prior to finishing.
2. Fabrication shall be complete prior to finishing.
 - a. No bending, working, or machining of structural members shall take place after finishing unless assembly is too large to permit galvanizing. In such cases, major sections and appurtenances shall be galvanized, then welded and all weld areas metalized.
 - b. Metalizing shall overlap galvanizing a minimum of 2".
 - c. Metalizing in weld area shall have a minimum thickness of 5 mils.
3. Minimum weight of zinc specified by referenced ASTM standards shall be provided at all locations for galvanized materials.

SPEC-01: Specification for Tubular Steel Structures

C. Shaft Coating:

1. Areas of each shaft to be directly embedded shall be epoxy-coated with shop-applied coating of Corrocotte II Classic Pnt. 219A/219B or equal. Coating shall extend from butt to top of ground sleeve, including bearing plate.
 - a. On galvanized shafts, the outside of the shaft shall be coated.
 - b. On weathering shafts, the inside and outside of the shaft shall be coated.
2. Surfaces to be coated shall be dry and free of dust, oil, grease, and other objectionable substances and shall meet recommendations of coating manufacturer for surface preparation.
3. Apply coating in accordance with manufacturer's recommendations in a neat manner with finished surfaces free of runs, sags, ridges, laps, and brush marks. Coating shall be applied as such to produce even film of uniform thickness. Coating shall be applied as such to prevent contact with grounding pad. In no case shall coating be applied at a rate of coverage which is greater than maximum rate recommended by manufacturer. Coating shall be applied in one application to provide a dry film thickness of not less than 16 mils.
4. Coatings showing sags, checks, teardrops, or fat edges are not acceptable. Coatings with defects shall be entirely removed and surface recoated.
5. Manufacturer to provide coating touch-up materials to repair damaged coated surfaces. Touch-up materials shall be provided in quantity sufficient to cover 50 sq-ft.
6. Coating color shall closely match final steel patina.

D. Bolts and nuts with yield strengths less than 100,000 psi shall be hot-dip galvanized in accordance with ASTM A153 and ASTM A143, or mechanically coated with zinc in accordance with ASTM B454, Class 500.

E. Bolting materials with yield strengths in excess of 100,000 psi shall not be hot-dip galvanized. Paint with zinc-enriched paint or mechanically coat with zinc in accordance with ASTM B454, Class 50.

F. Compliance with coating thickness requirements shall be checked with magnetic thickness gauge.

2.6 SOURCE QUALITY CONTROL

A. Plates over 1.5" thick shall be ultrasonically tested to assure against defects which could lead to lamellar tearing.

B. Steel members which are bent or warped or otherwise improperly fabricated shall be properly repaired or replaced.

C. Perform tests and inspections in accordance with ASTM A370 and ASTM A673 to determine whether material furnished is in accordance with this specification.

D. Cost of tests made by the Manufacturer, including cost of certified test reports shall be borne by Manufacturer.

E. Material Quality Tests:

1. Perform tests to verify that quality of material complies with applicable ASTM specification and with requirements of this specification.

SPEC-01: Specification for Tubular Steel Structures

2. One specimen of each heat lot shall be taken and Charpy V-notch test shall be performed in accordance with ASTM A673.
3. Maintain record of steel heat numbers and their respective uses in steel structure components.
4. Maintain "Traveler" on major components. "Traveler" shall list material identification, welder identity, inspection results, and inspector identity. Furnish Owner with data from certified inspection reports upon request.

PART 3 EXECUTION

- A. NOT USED

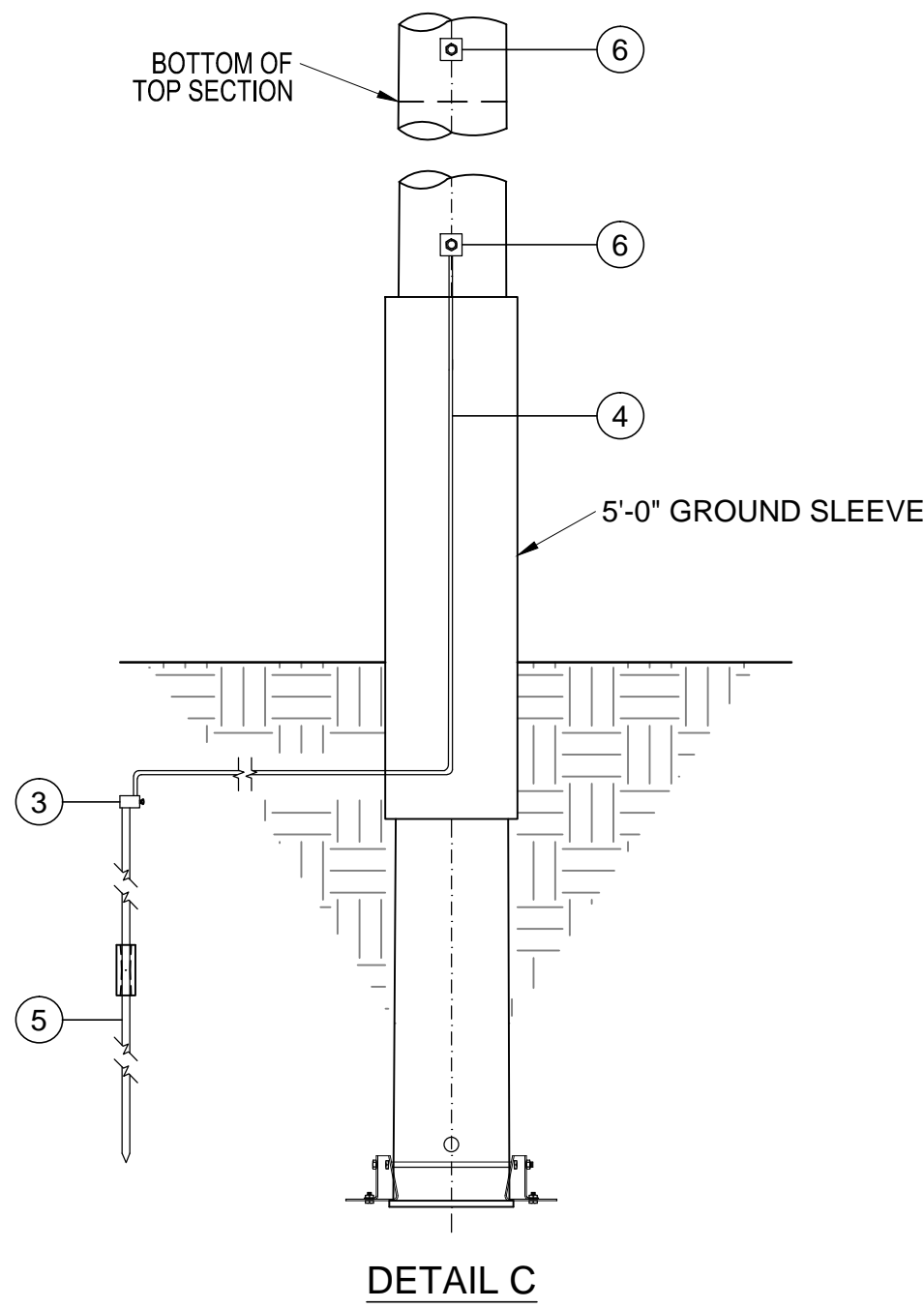
END OF SECTION

Exhibit B1

Drawings

SHT-230-18

SHT-230-18	1
230-SWING	2



DETAIL E

DETAIL F

15/16" DIA. HOLES

DETAIL G

15/16" DIA. HOLES

DETAIL H

DETAIL I

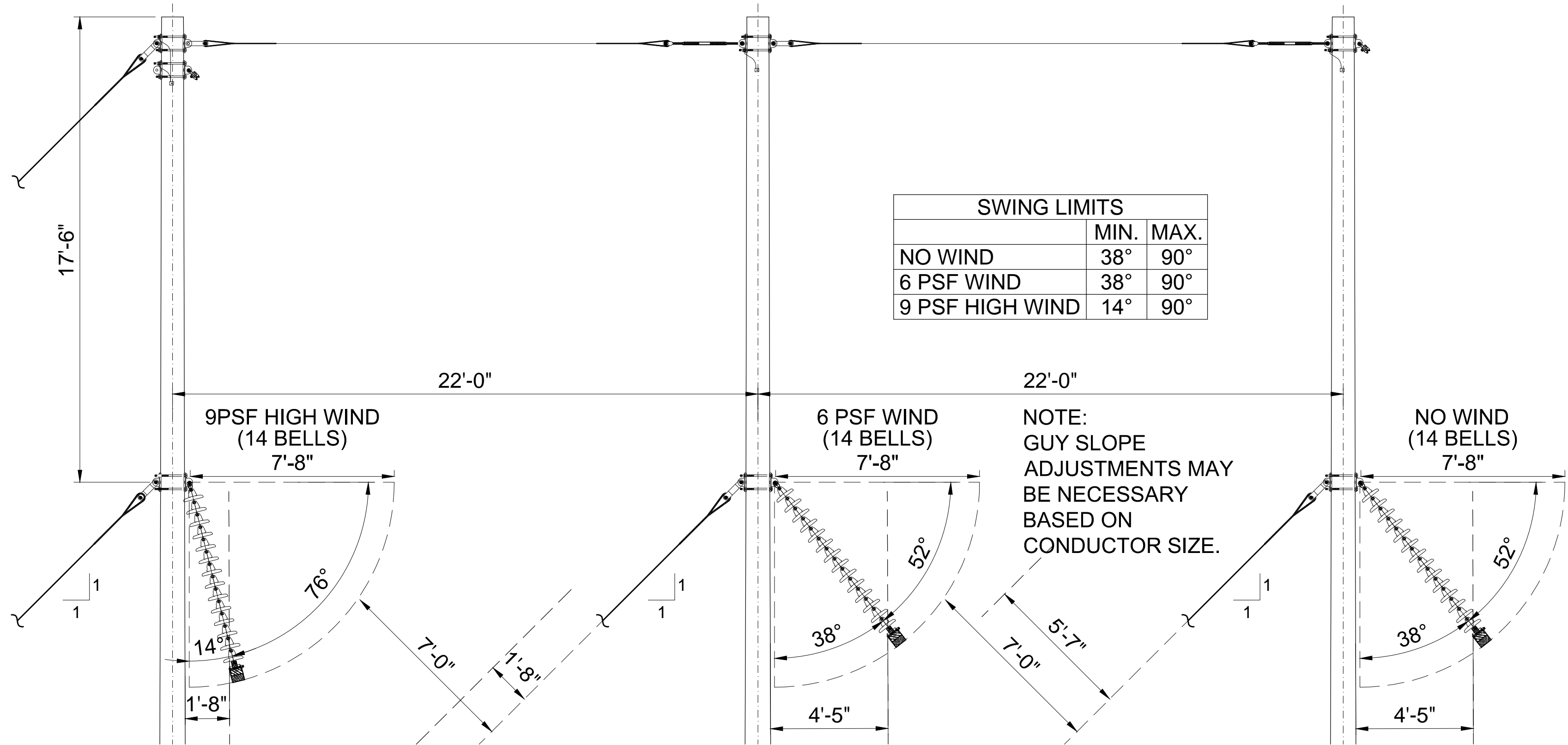
VENDOR TO DESIGN CROSSARM AND ATTACHMENT DETAIL

DETAIL J

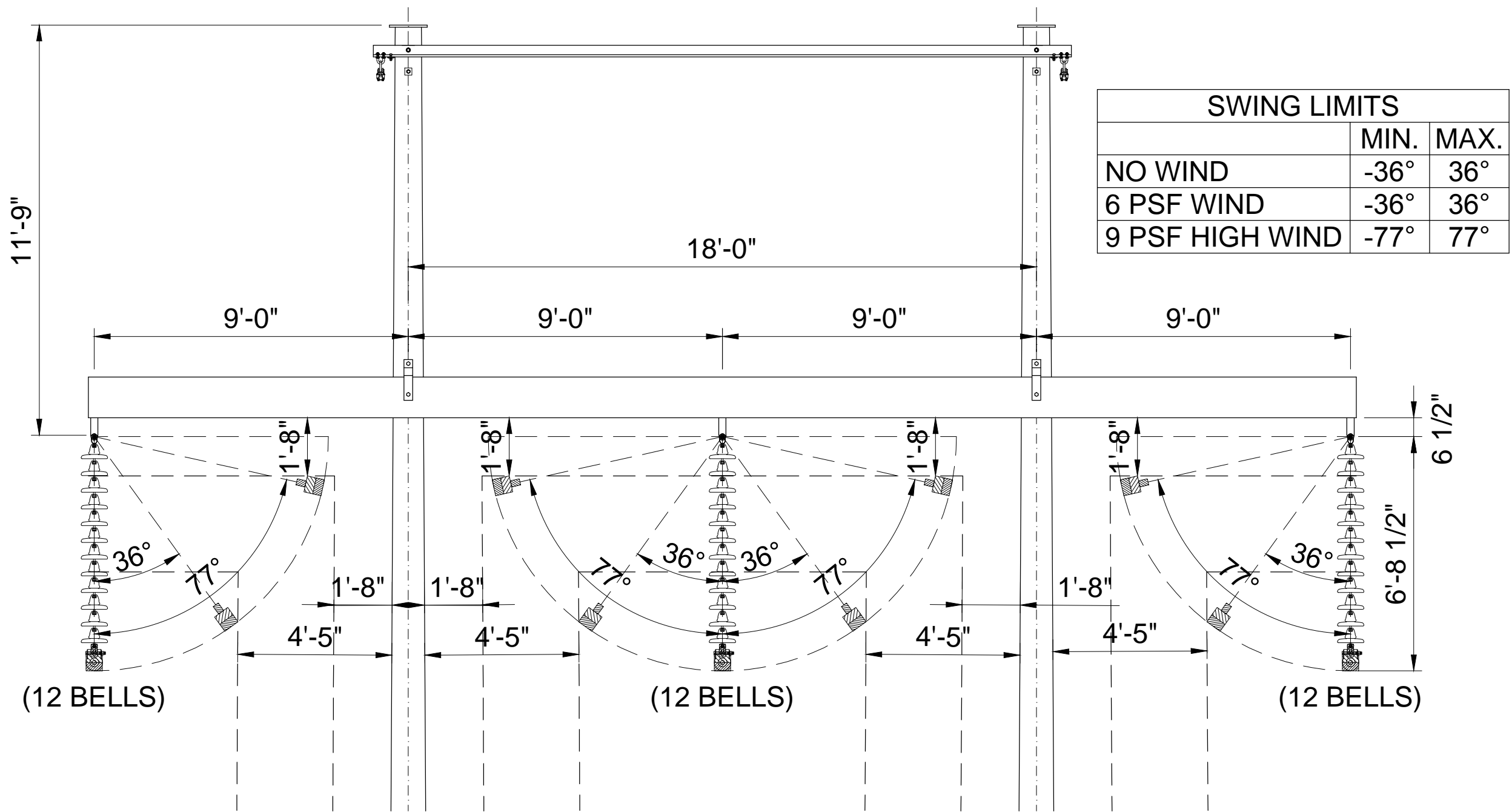
3/4" THICK MAX

1 1/4" RADIUS

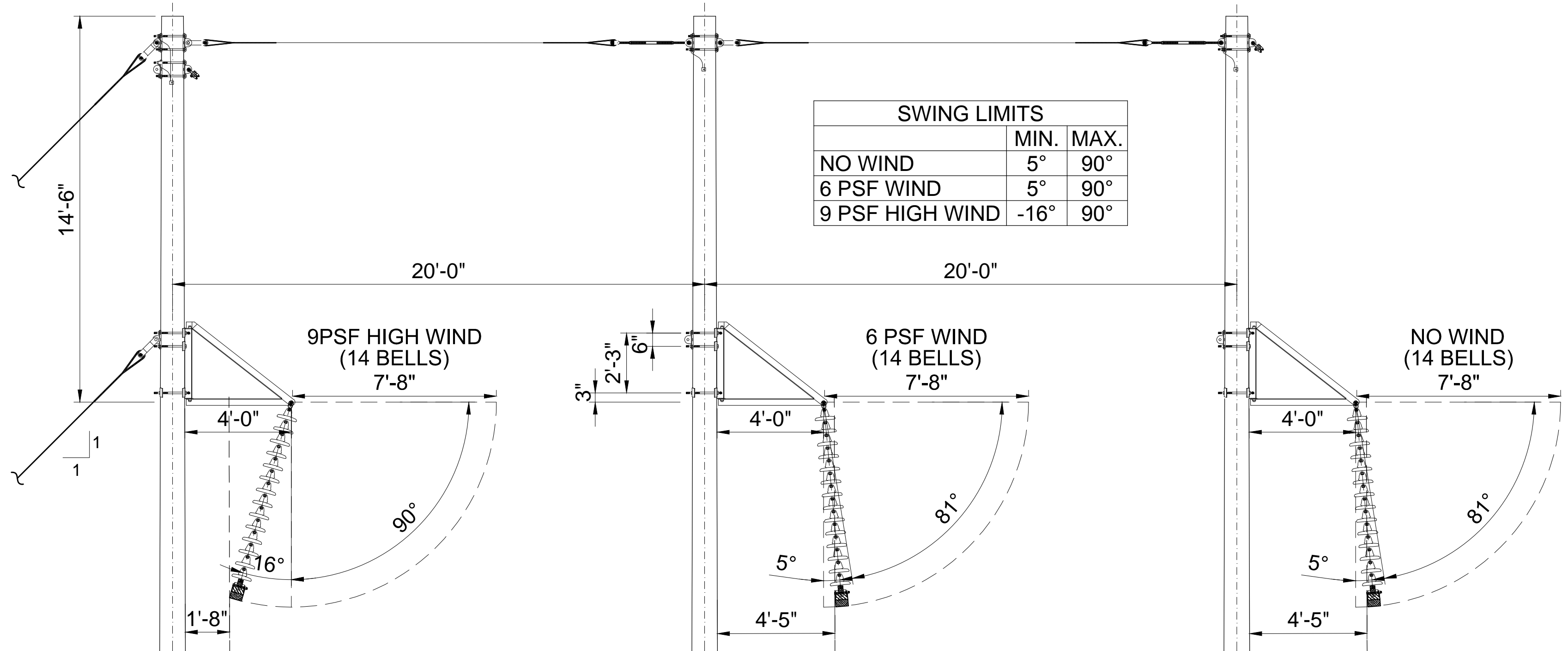
1 1/16" DIA. HOLES CHAMFER (TYP.)



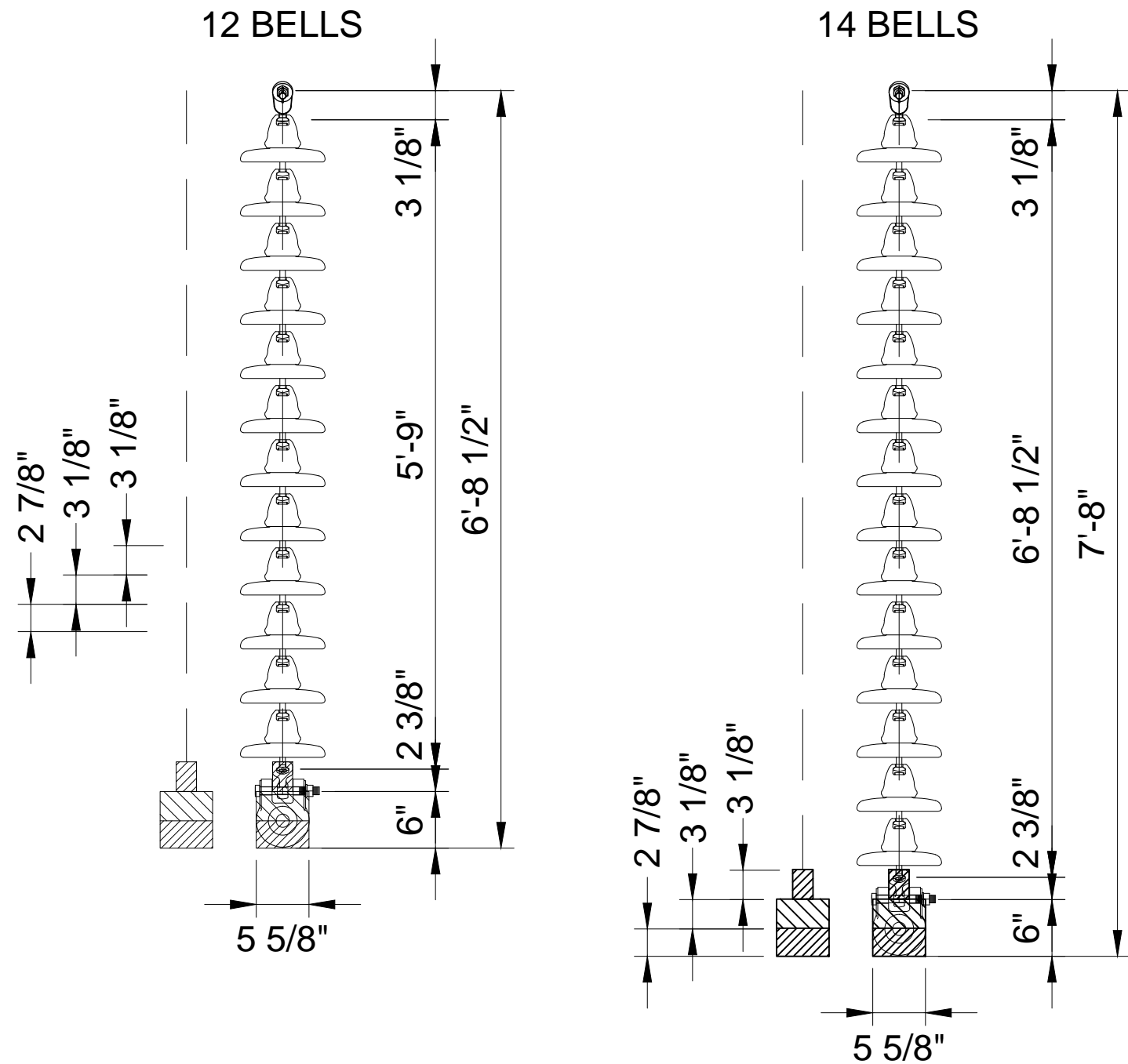
S3MA-230-22



SHT-230-18



S3AC-230-20



SHT-230-18

S3AC-230-20
S3MA-230-20

SWING NOTE

- 4'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR NO WIND CONDITION.
5'-7" ELECTRICAL CLEARANCE TO GUYS FOR NO WIND CONDITION.
- 4'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR 6 PSF WIND CONDITION.
5'-7" ELECTRICAL CLEARANCE TO GUYS FOR 6 PSF WIND CONDITION.
- 1'-8" ELECTRICAL CLEARANCE TO STRUCTURE AND GUYS FOR 9 PSF WIND CONDITION.

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Ulteig Project: 14-01682

B	MODIFIED S3MA-230 SPACING	11-11-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST
A	PRELIMINARY FOR REVIEW	10-26-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPV

REFERENCE DRAWINGS

DSGN		
DRN		
CKD		
SCALE:		
	N.T.S.	

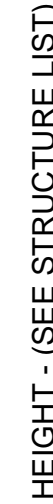


OTTERTAIL POWER
230KV TRANSMISSION LINE STEEL STRUCTURE
SWING CLEARANCES

JOB NUMBER XXXXXX	REV B
DRAWING NUMBER 230-SWING	
SHEET:	1 OF 2

S3HA-115-18

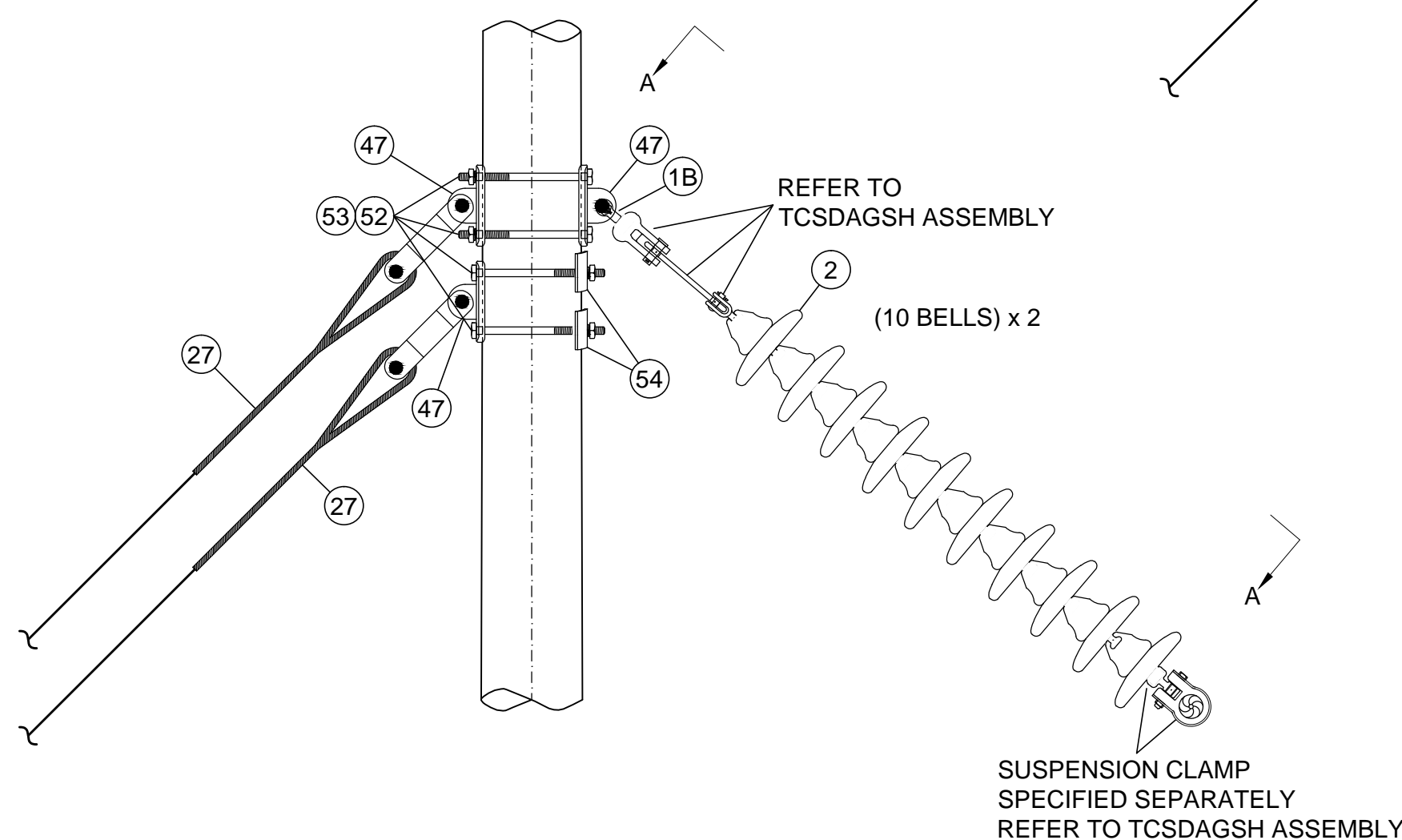
S3HA-115-18	1
S3HA-115-18	2
115-SWING	3



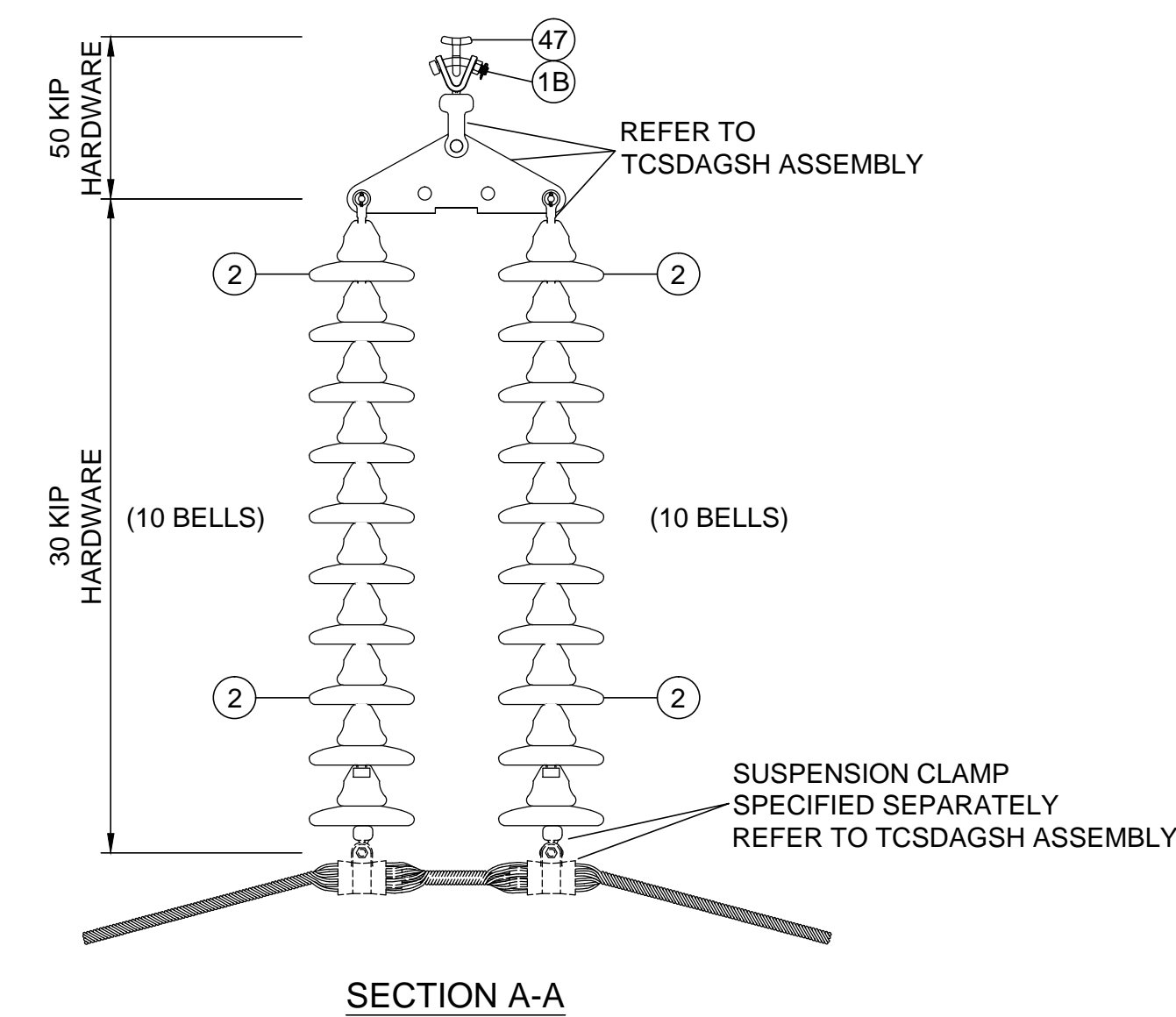
POLE SUPPLIER
FURNISHED

OTP FURNISHED

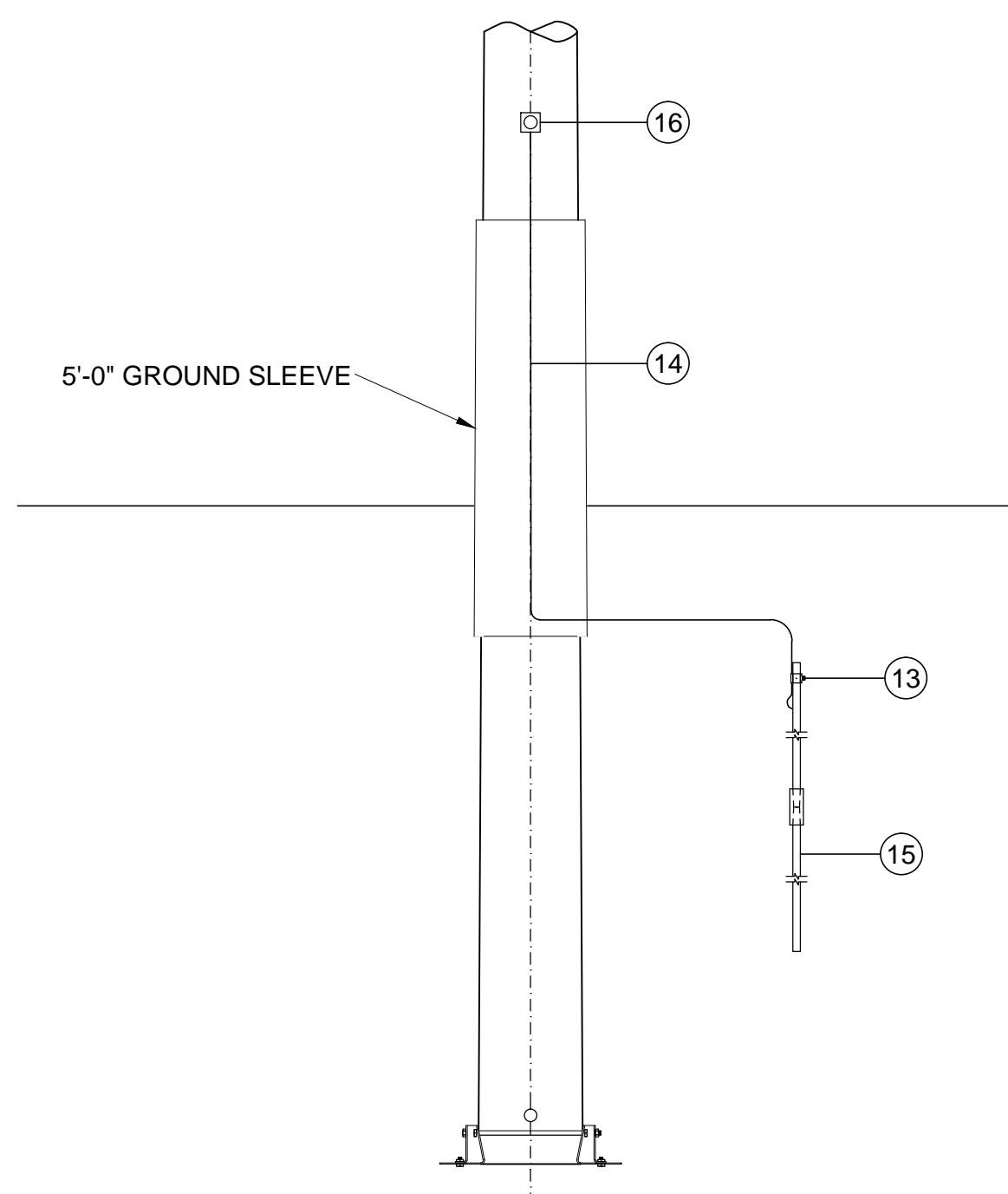
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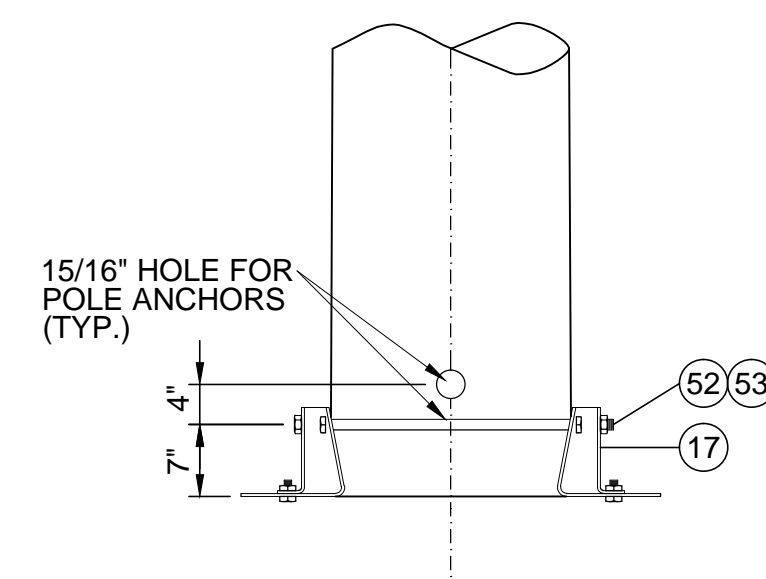
DETAIL B (CONDUCTOR ASSEMBLY)



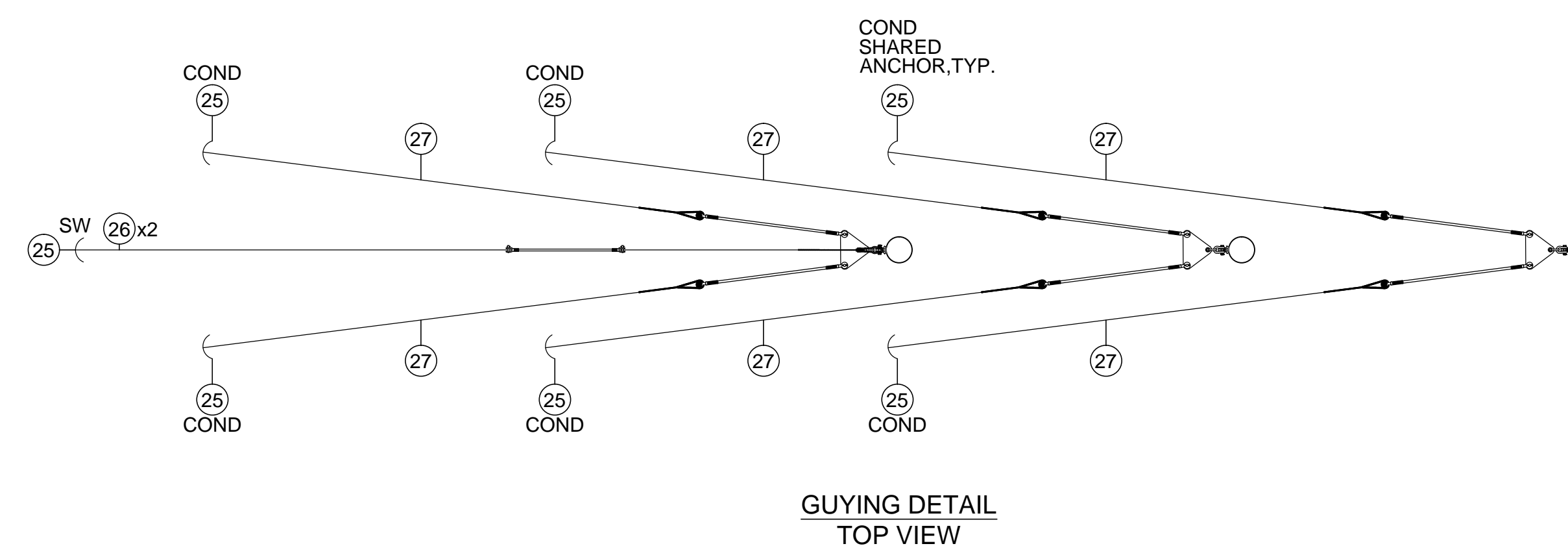
SECTION A-A



DETAIL C (GROUNDING)



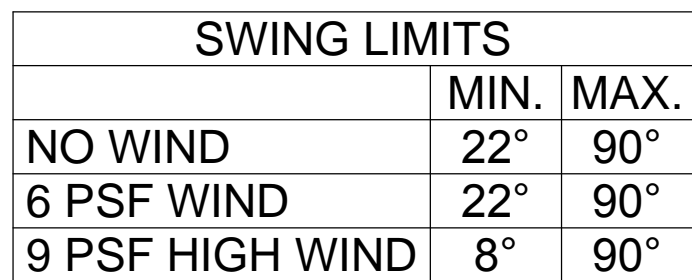
DETAIL D (POLE ANCHOR)



GUYING DETAIL
TOP VIEW

PE STAMP

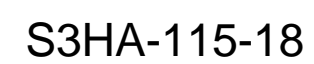
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A	PRELIMINARY FOR REVIEW	10-26-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST	-	-
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPV		REFERENCE DRAWINGS



1. 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR NO WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR NO WIND CONDITION.
2. 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR 6 PSF WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR 6 PSF WIND CONDITION.
3. 10" ELECTRICAL CLEARANCE TO STRUCTURE AND GUYS FOR 9 PSF WIND CONDITION.

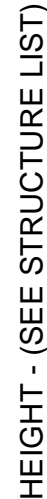
PE STAMP

JOB NUMBER XXXXXXX	REV A
DRAWING NUMBER 115-SWING	
SHEET: 2 OF 2	



S3MA-115-18

S3MA-115-18	1
S3MA-115-18	2
115-SWING	3



POLE SUPPLIER
FURNISHED

- PE STAMP

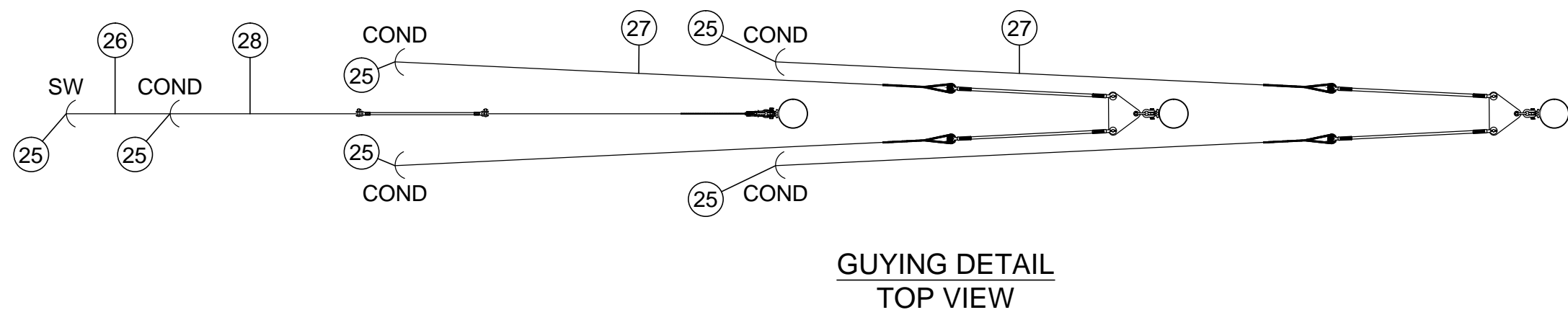
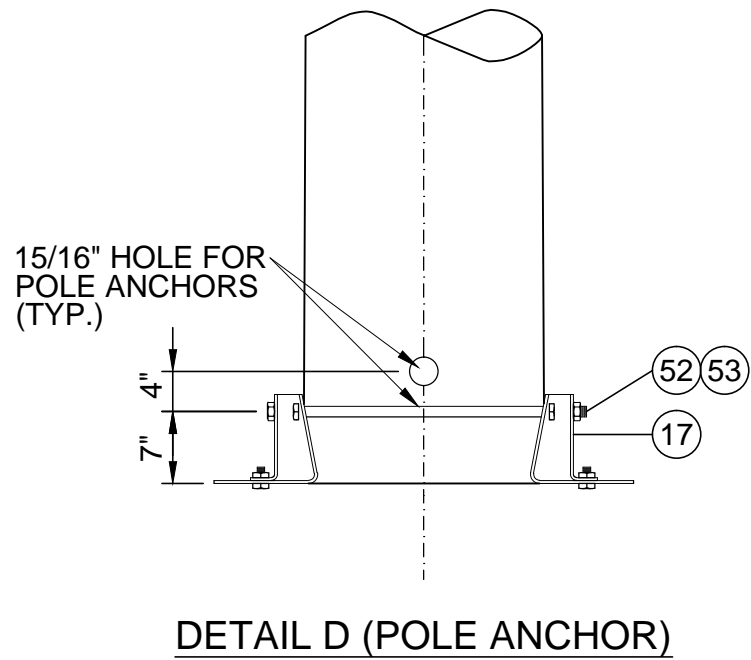
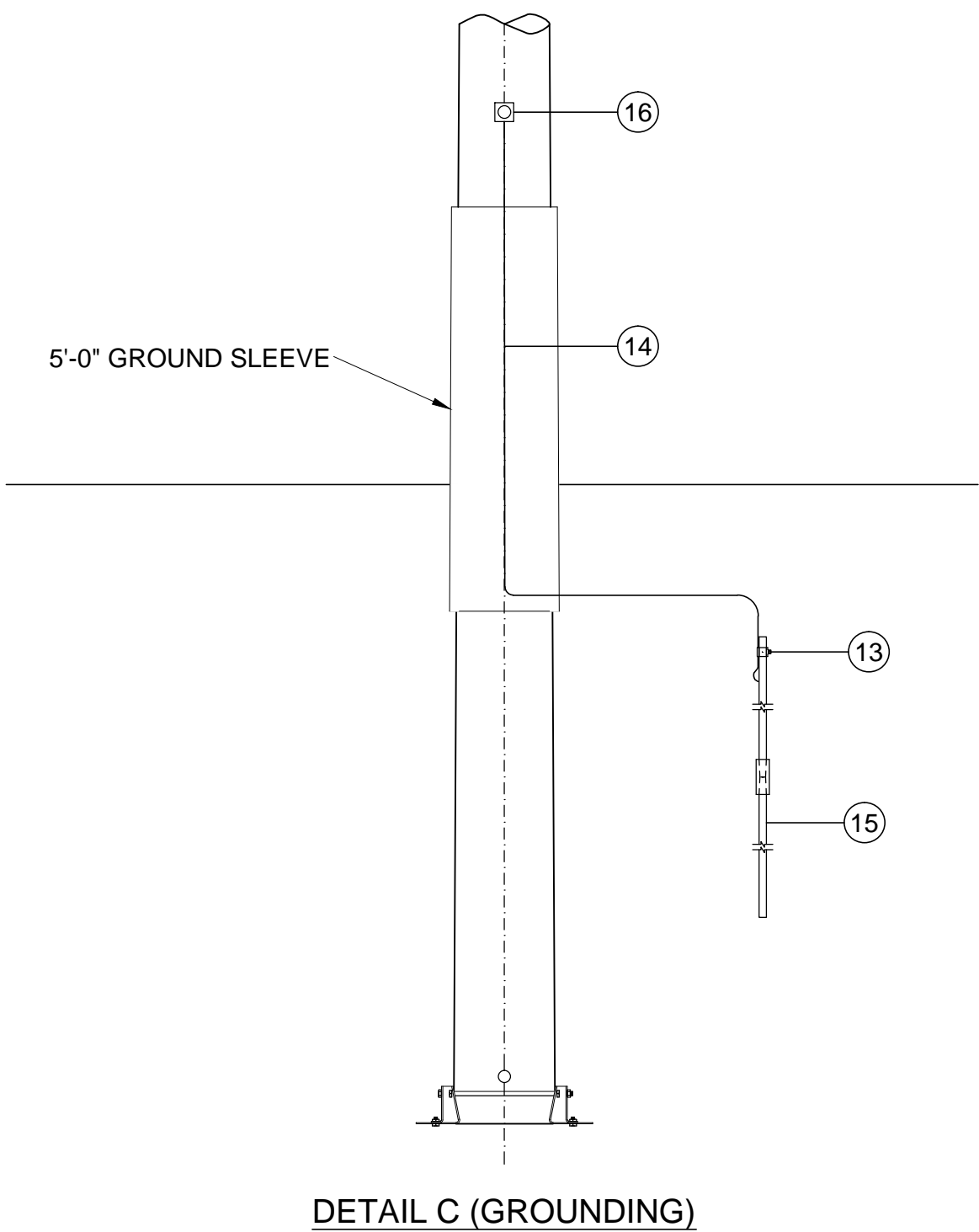
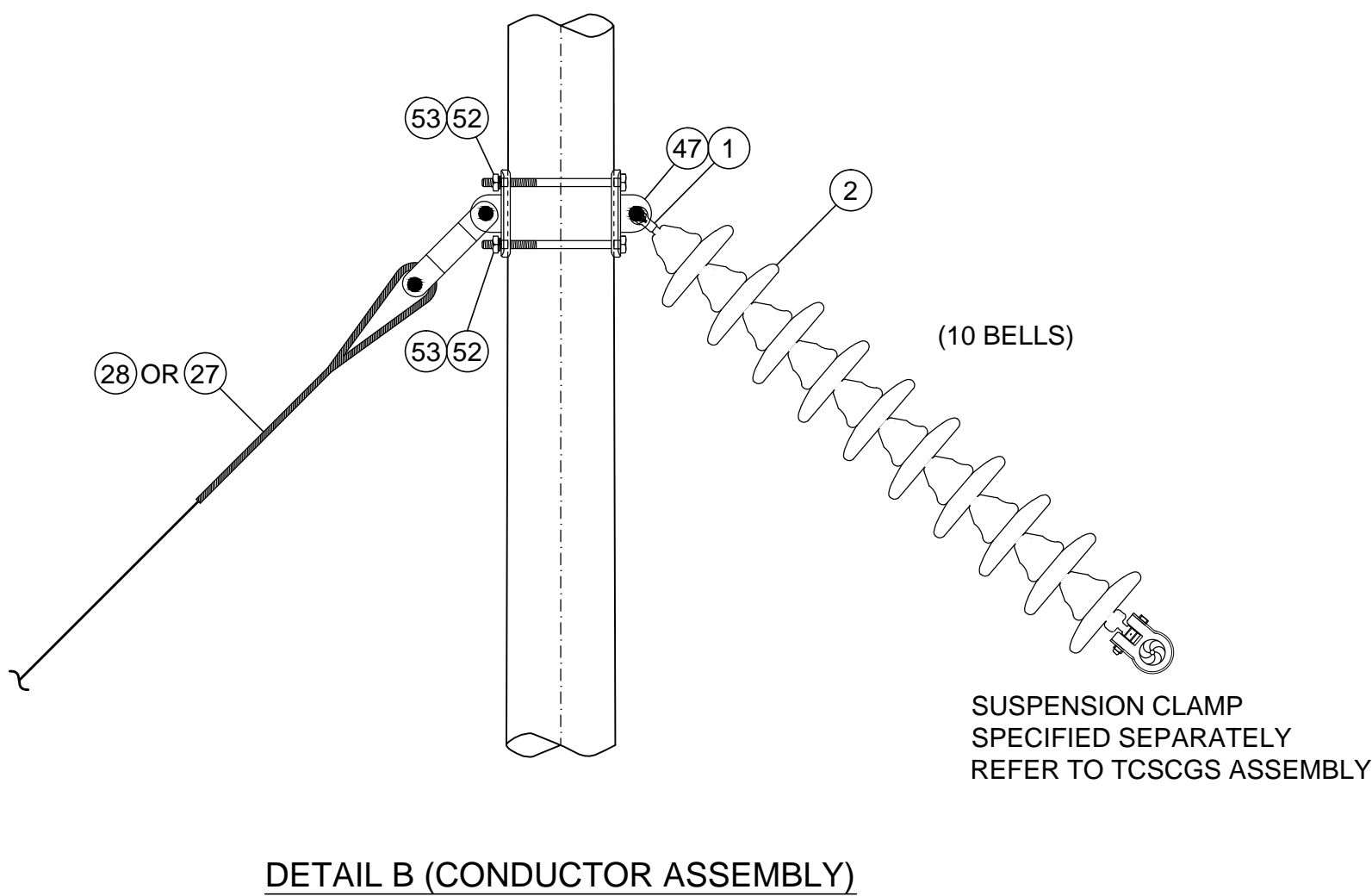
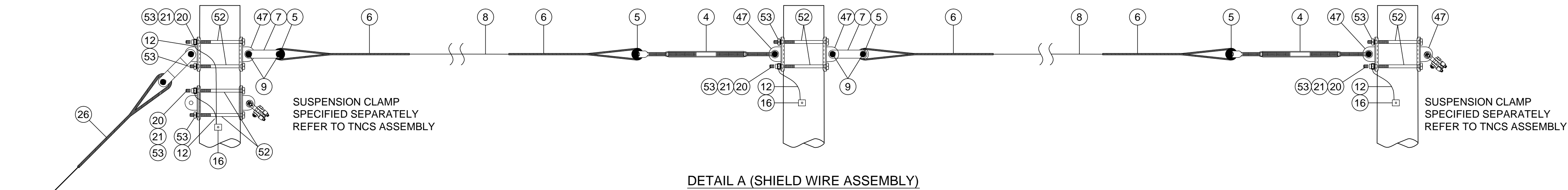
Ulteig

E	REVISED POLE SPACING & NAME	11-11-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST		
D	REVISED NOTES 1-3	10-15-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST		
C	REVISED GROUND NUT AT SW	08-04-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST		
B	ADDED SW DIM. & CHANGED L.NUT QTY	07-28-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST		
A	PRELIMINARY FOR REVIEW	07-15-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST	-	-
REV	REVISIONS	DATE	DRN	DSGN	KCD	APPV	REFERENCE DRAWINGS	

DSGN		
DRN		
CKD		
SCALE: N.T.S.		




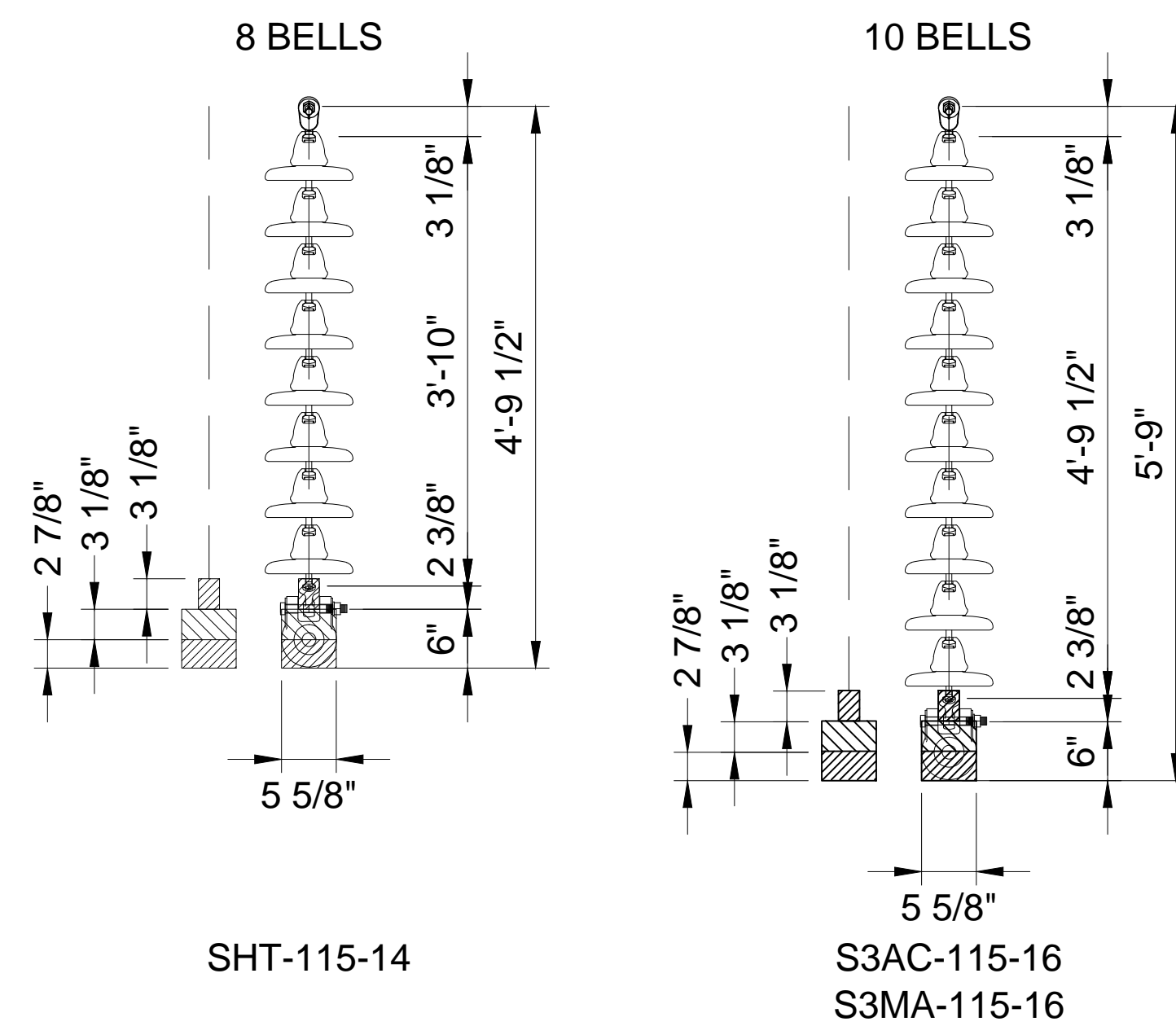
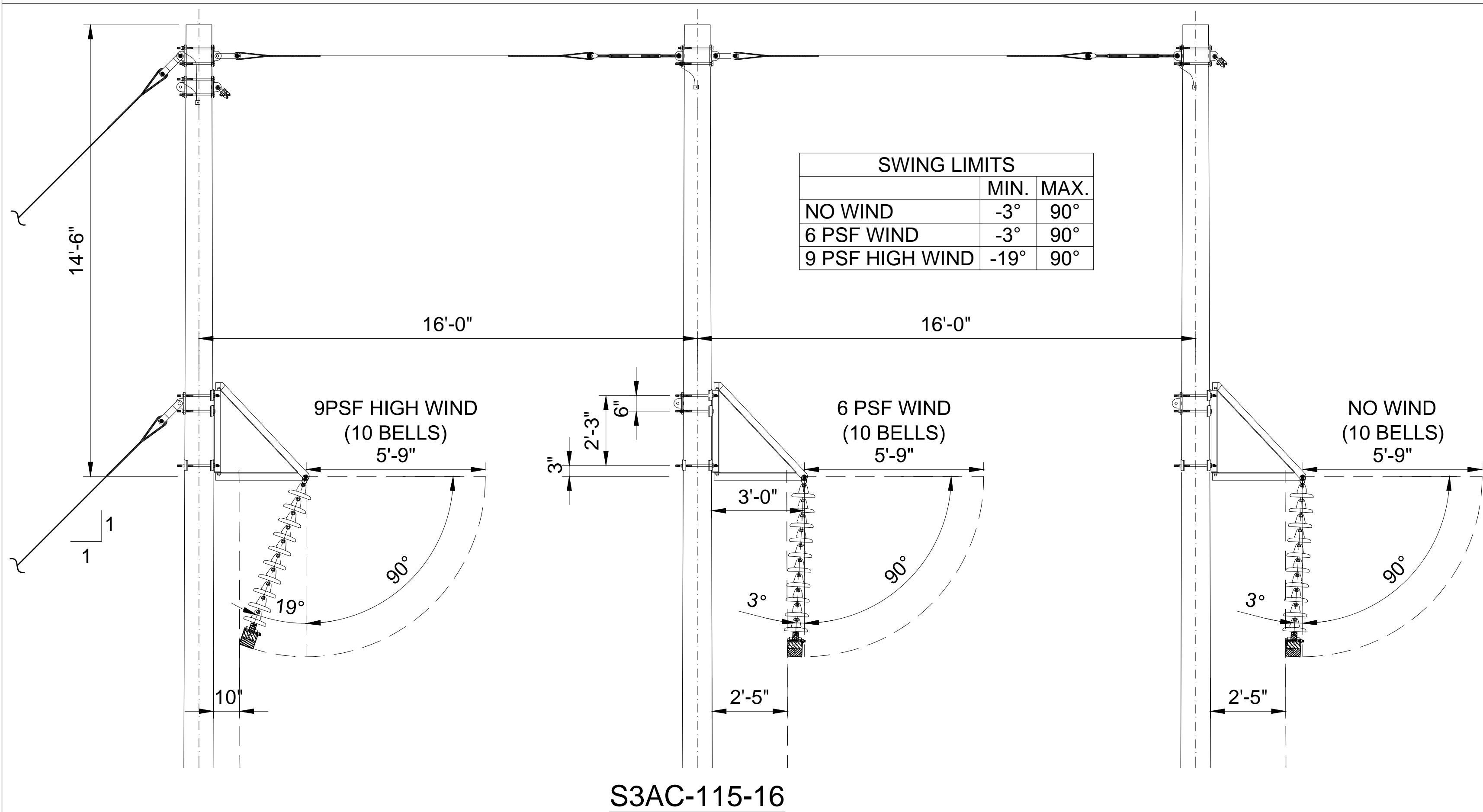
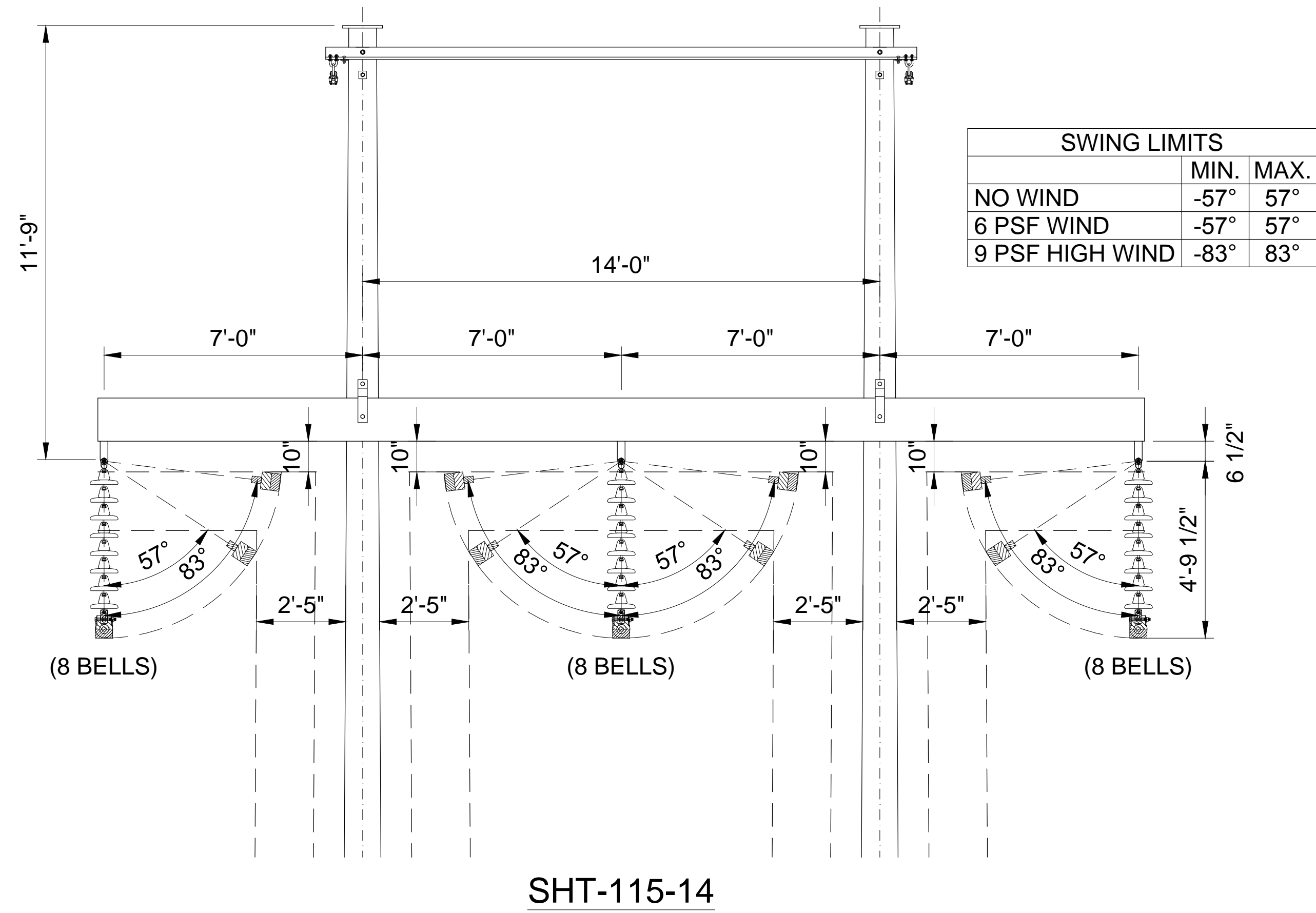
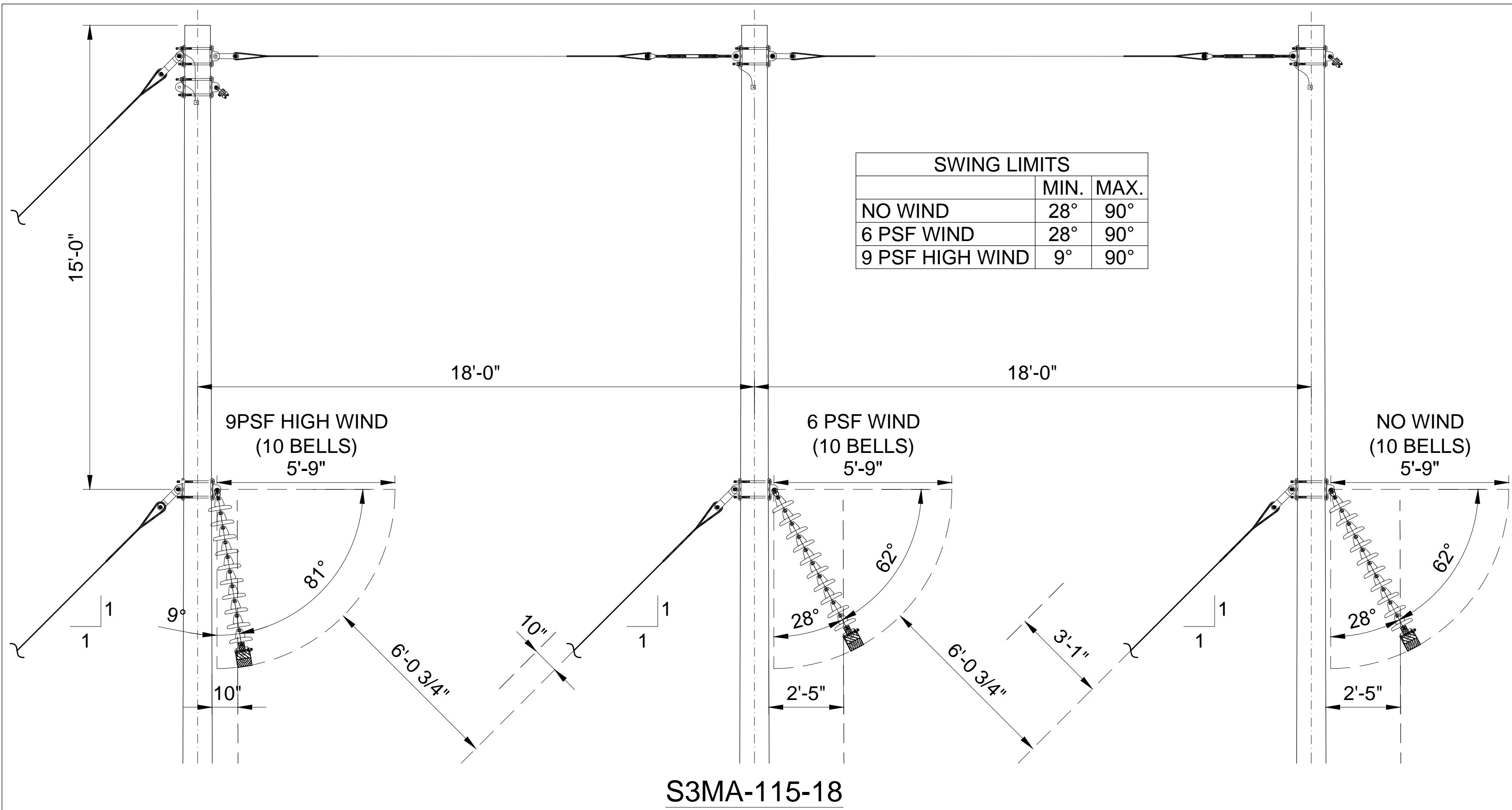
OTTERTAIL POWER	JOB NUMBER XXXXXX	REV E
115KV TRANSMISSION LINE STEEL STRUCTURE	DRAWING NUMBER S3MA-115-18	
3 POLE MEDIUM ANGLE 15° - 30°	SHEET: 1 OF 2	



PE STAMP

(REV B - FORMERLY S3MA-115-16)

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	C	REVISED POLE SPACING & NAME	11-11-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST								115KV TRANSMISSION LINE STEEL STRUCTURE		XXXXXX	C		
	B	ADDED SW DIM. & CHANGED L.NUT QTY	07-28-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST										DRAWING NUMBER			
	A	PRELIMINARY FOR REVIEW	07-15-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST	-	-								S3MA-115-18			
	REV	REVISIONS	DATE	DRN	DSGN	CKD	APPV	REFERENCE DRAWINGS							3 POLE MEDIUM ANGLE 15° - 30°		SHEET: 2 OF 2			



SWING NOTE

- 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR NO WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR NO WIND CONDITION.
- 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR 6 PSF WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR 6 PSF WIND CONDITION.
- 10" ELECTRICAL CLEARANCE TO STRUCTURE AND GUYS FOR 9 PSF WIND CONDITION.

PE STAMP

SDE-0060-115-18

SDE-0060-115-18	1
SDE-0060-115-18	2
SDE-0060-115-18-HD	3

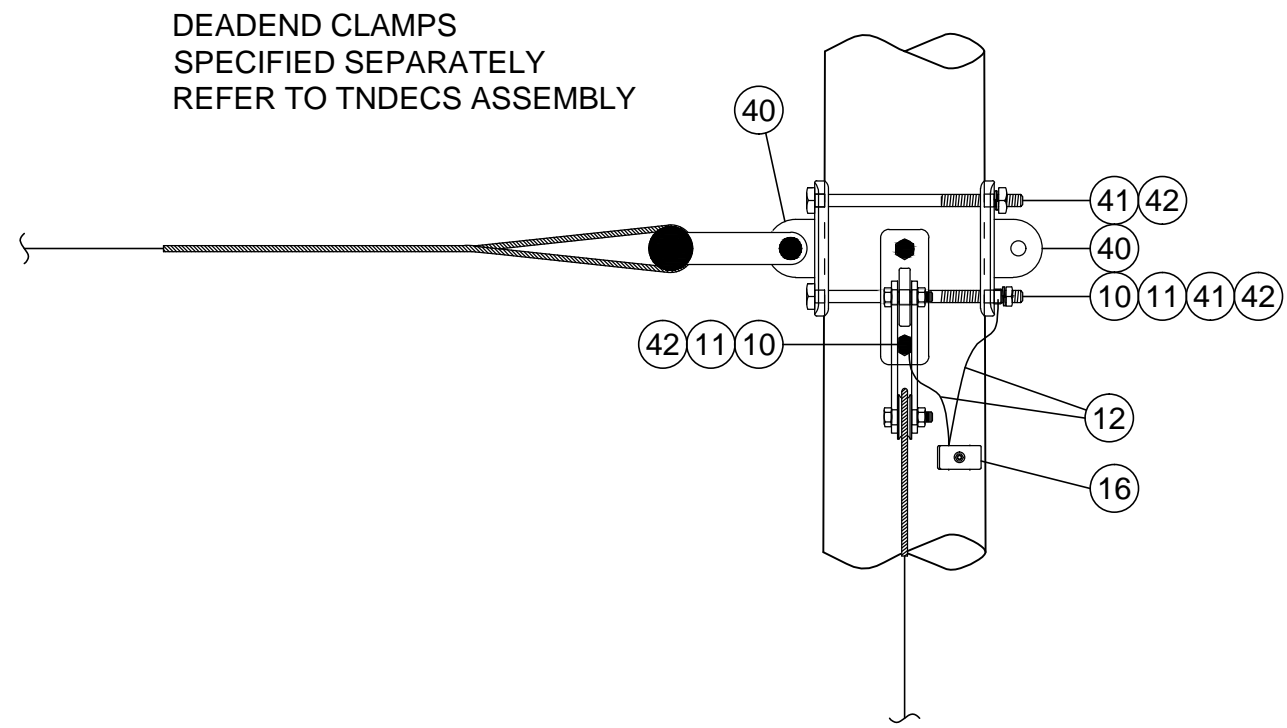


** A (30 KIP) OR B (40 KIP) QUANTITIES WILL BE BASED ON CONDUCTOR ATTACHMENT HARDWARE ANSI CLASS (52-3 & 52-5) OR (52-8 & 52-11).

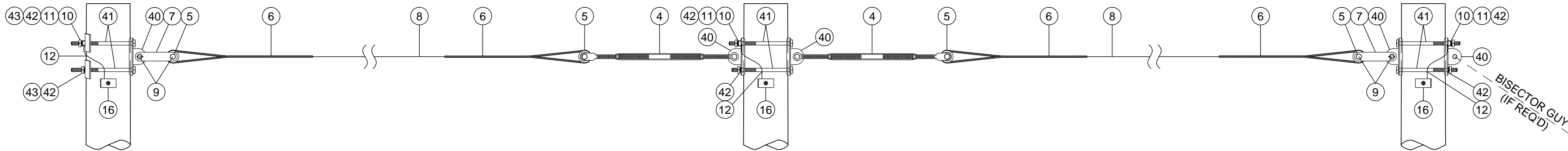
*SPACINGS WILL PROVIDE 14'-0" PHASE SEPARATION. ADDITIONAL SPACING MAY BE NECESSARY FOR GUY CLEARANCE.

NOTE
1. SEE P&P FOR GUY WIRE LEAD LENGTH.

PE STAMP

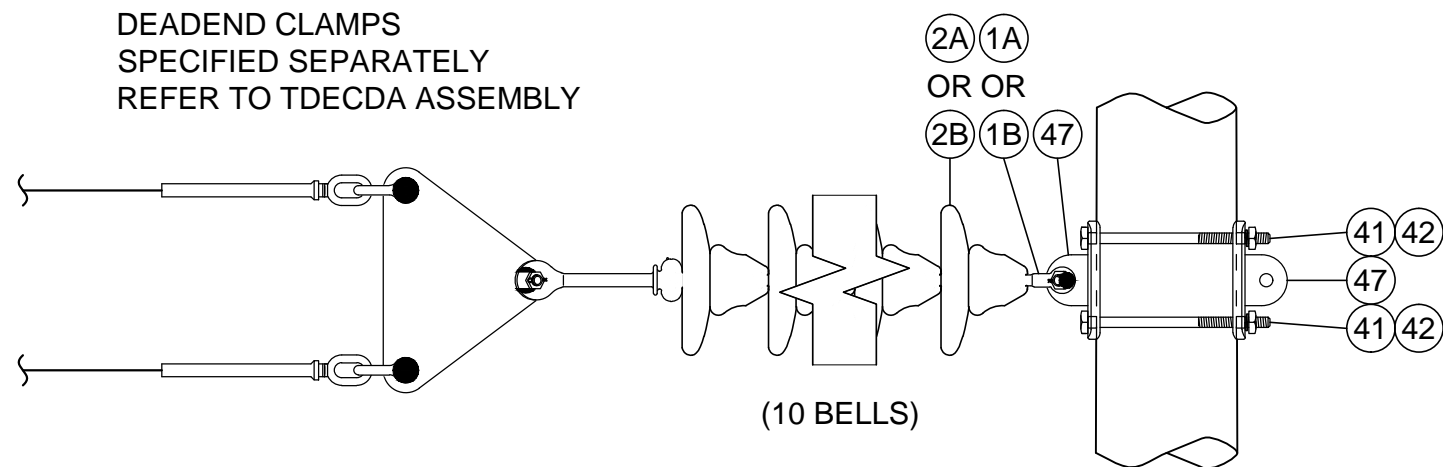


DETAIL A (SHIELD WIRE ASSEMBLY)

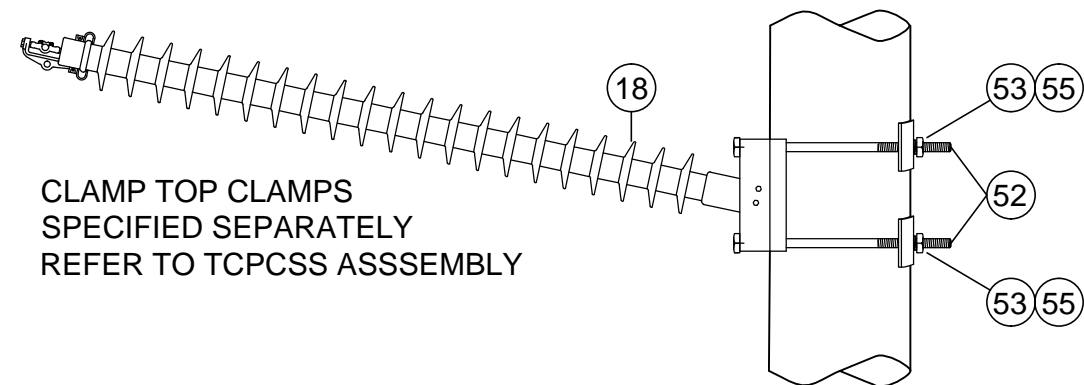


CROSS TIE DETAIL

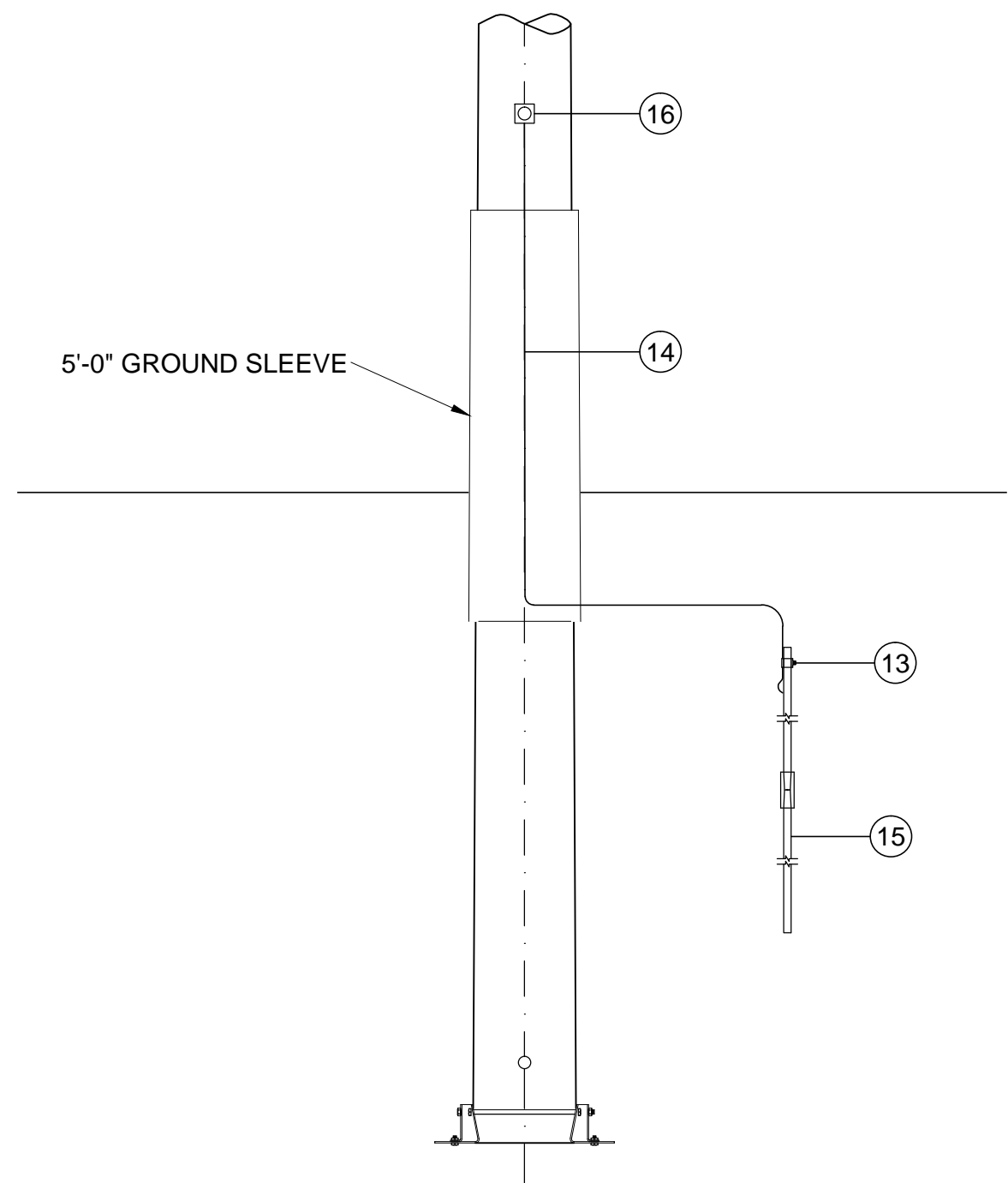
NOTE:
BISECTOR GUY MATERIALS ARE NOT
INCLUDED IN MATERIAL LIST.



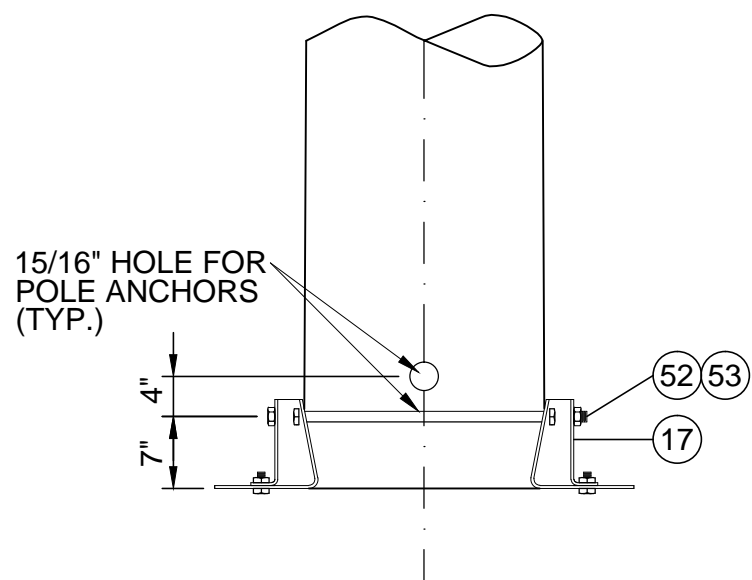
DETAIL B (CONDUCTOR ASSEMBLY)



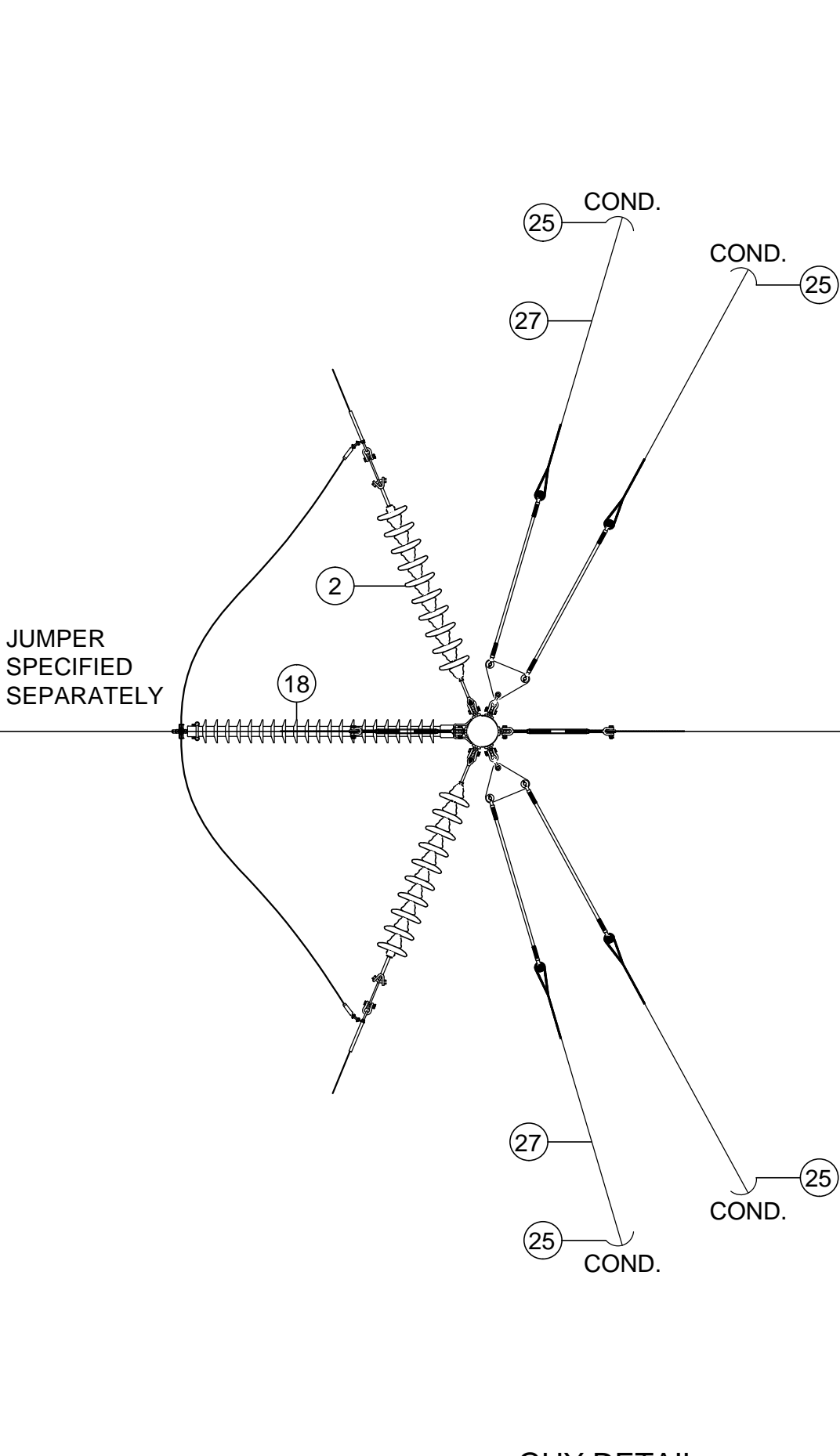
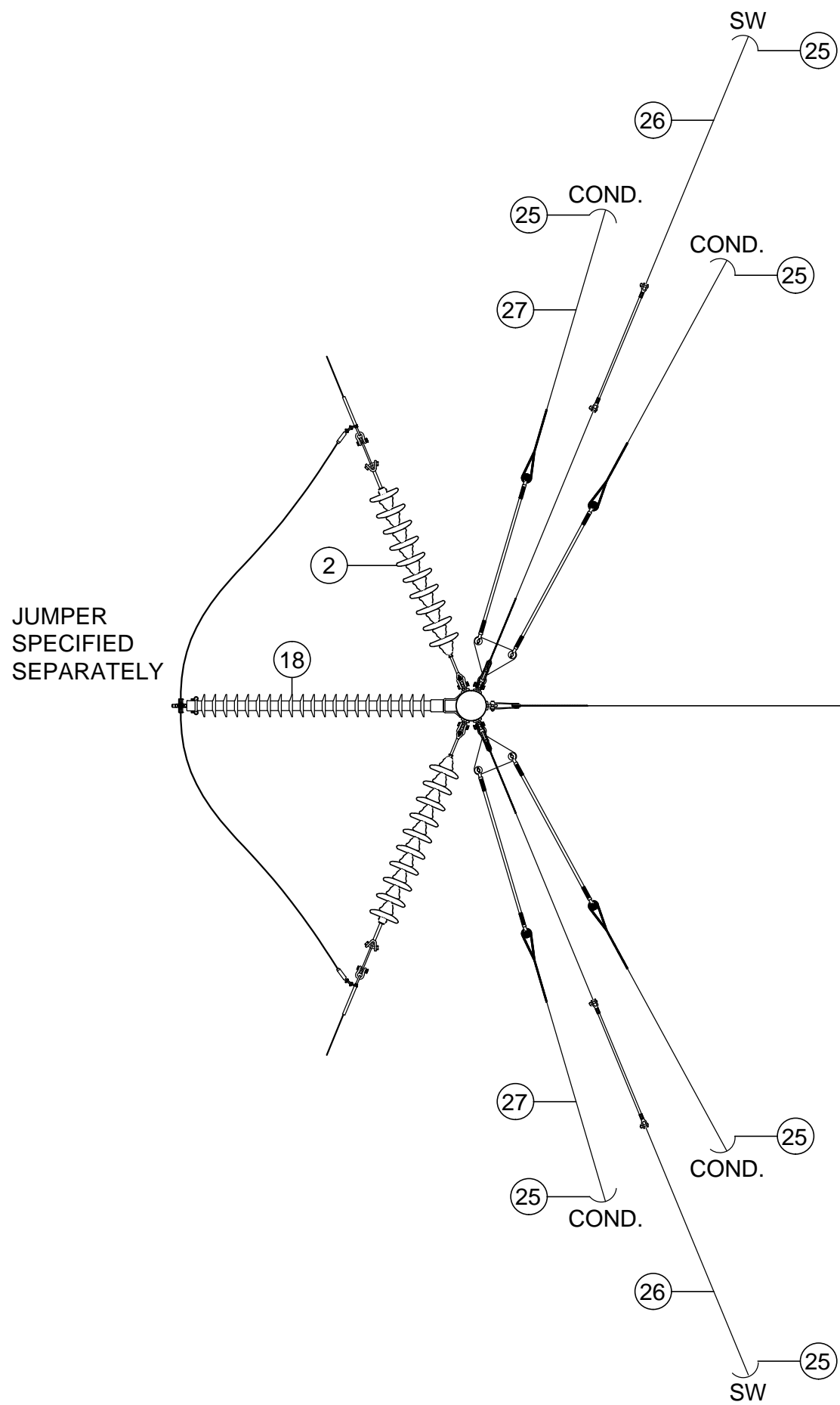
DETAIL E (POST JUMPER ASSEMBLY)



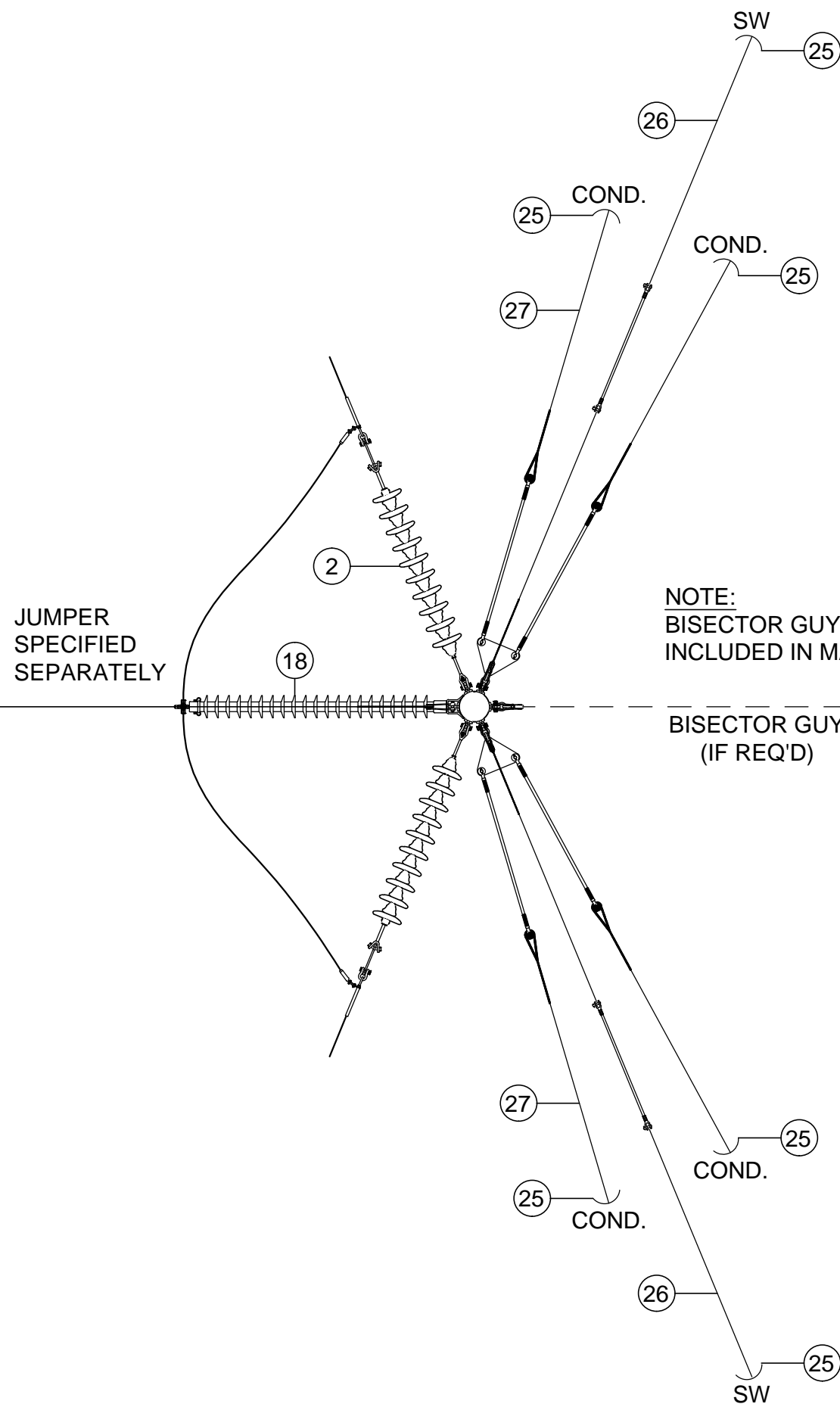
DETAIL C (GROUNDING)



DETAIL D (POLE ANCHOR)



GUY DETAIL



NOTE:
BISECTOR GUY MATERIALS ARE NOT
INCLUDED IN MATERIAL LIST.

BISECTOR GUY
(IF REQ'D)

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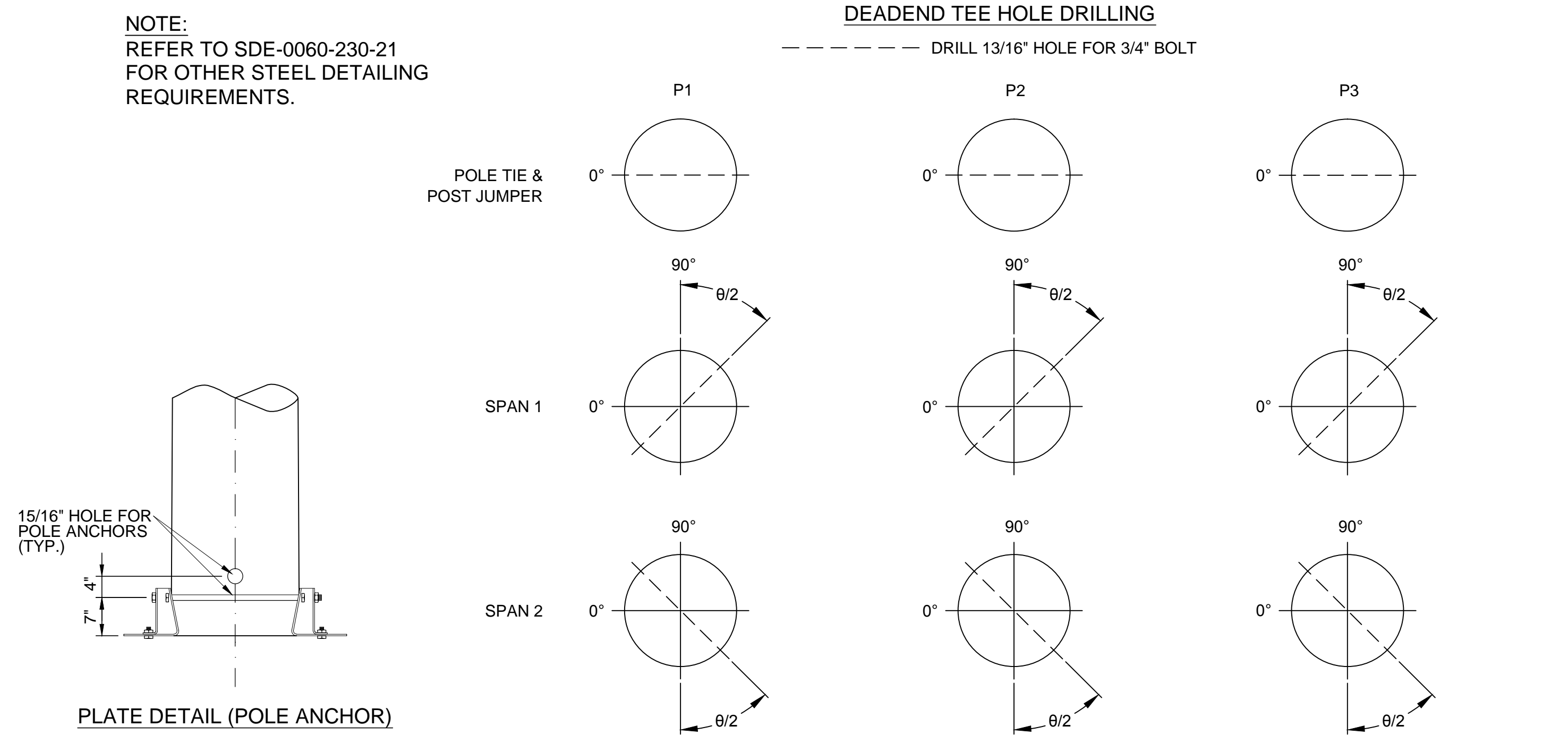
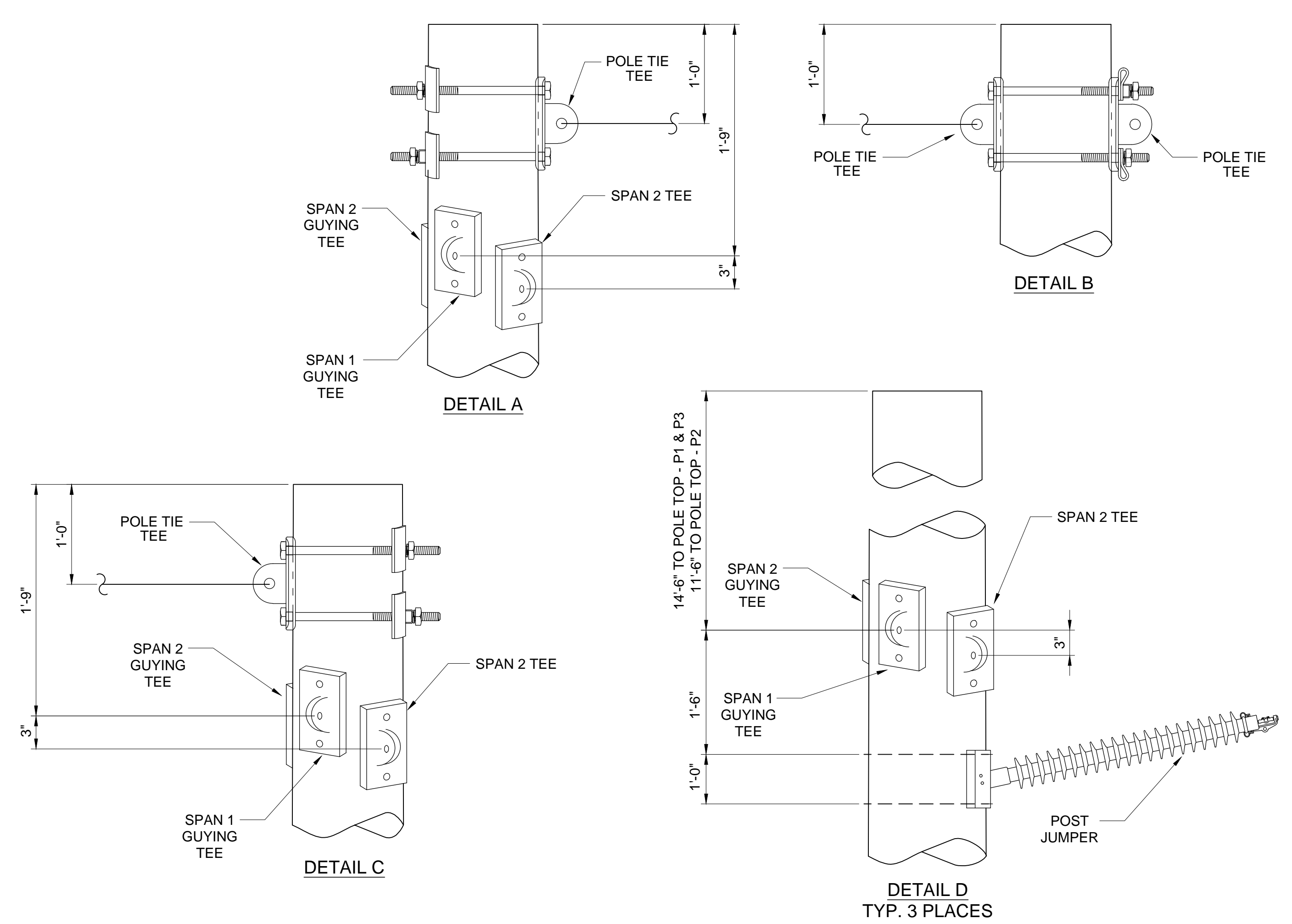
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPV	REFERENCE DRAWINGS
A	PRELIMINARY FOR REVIEW	10-15-2015	UEI-PJ	UEI-PJ	UEI-ST	UEI-ST	-

DSGN		
DRN		
CKD		
SCALE:	N.T.S.	



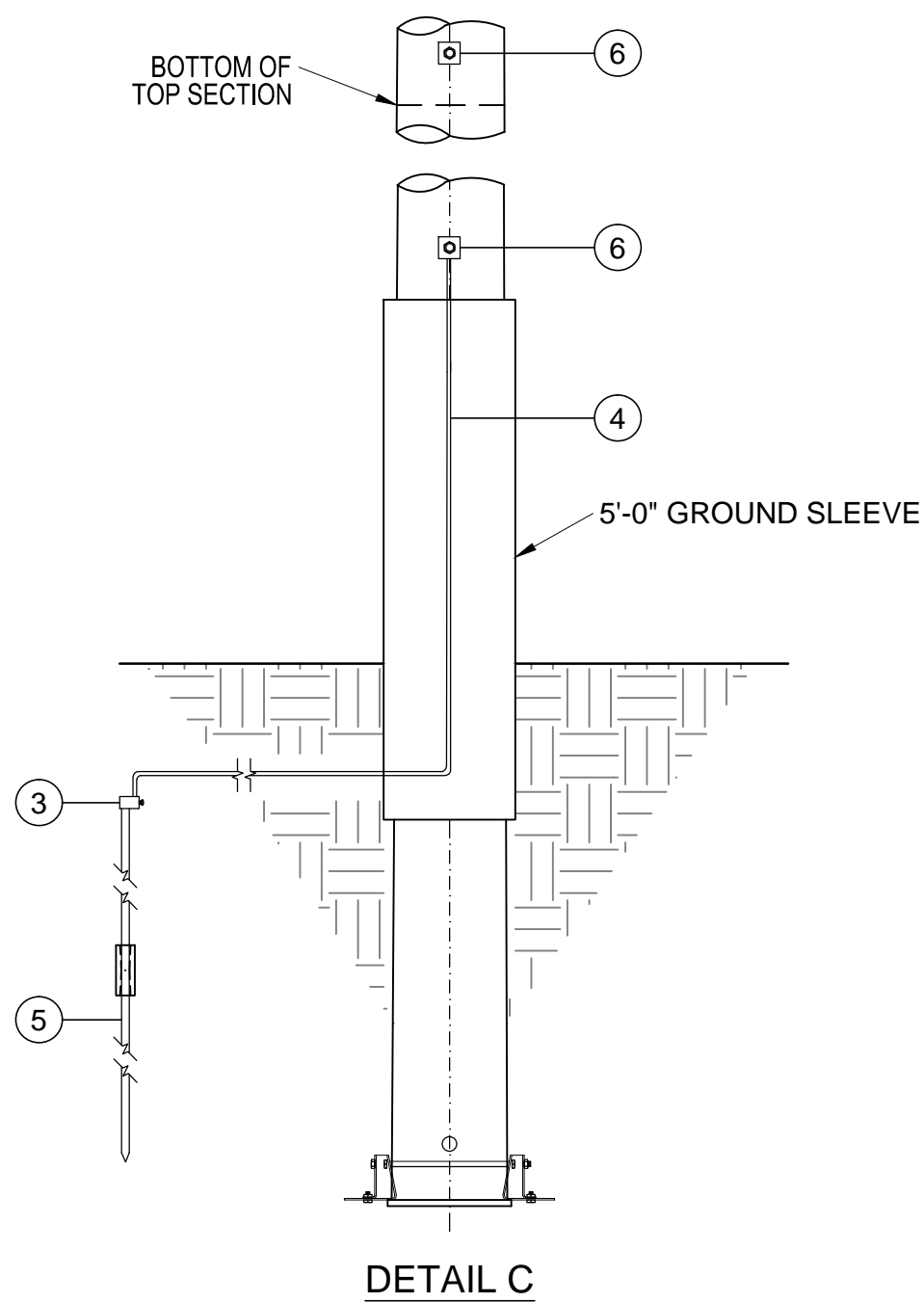
OTTERTAIL POWER
115KV TRANSMISSION LINE ROUND STEEL STRUCTURE
3 POLE DEAD-END 0° - 60°

JOB NUMBER XXXXXX	REV A
DRAWING NUMBER SDE-0060-115-18	
SHEET:	2 OF 2

[illegible]

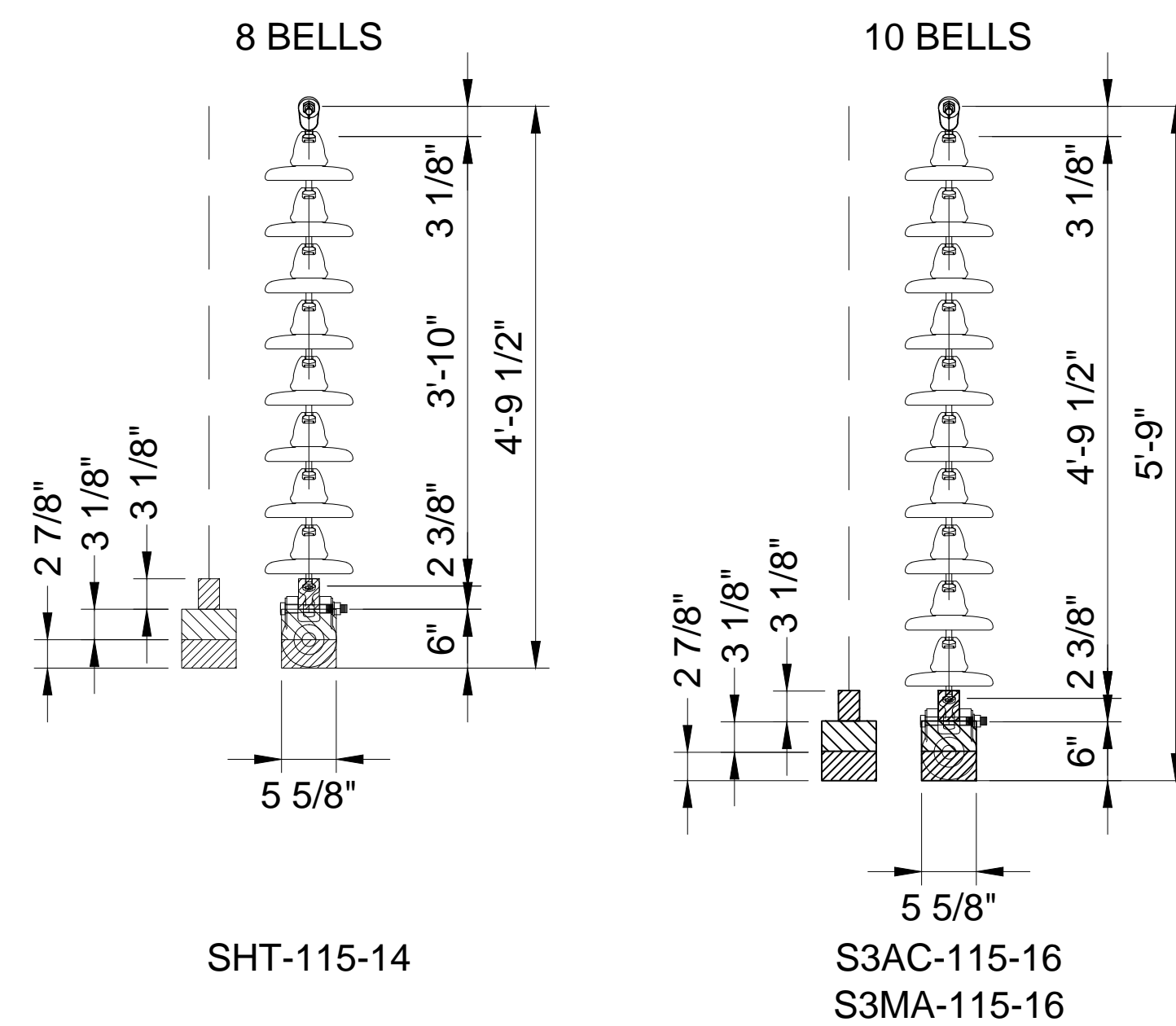
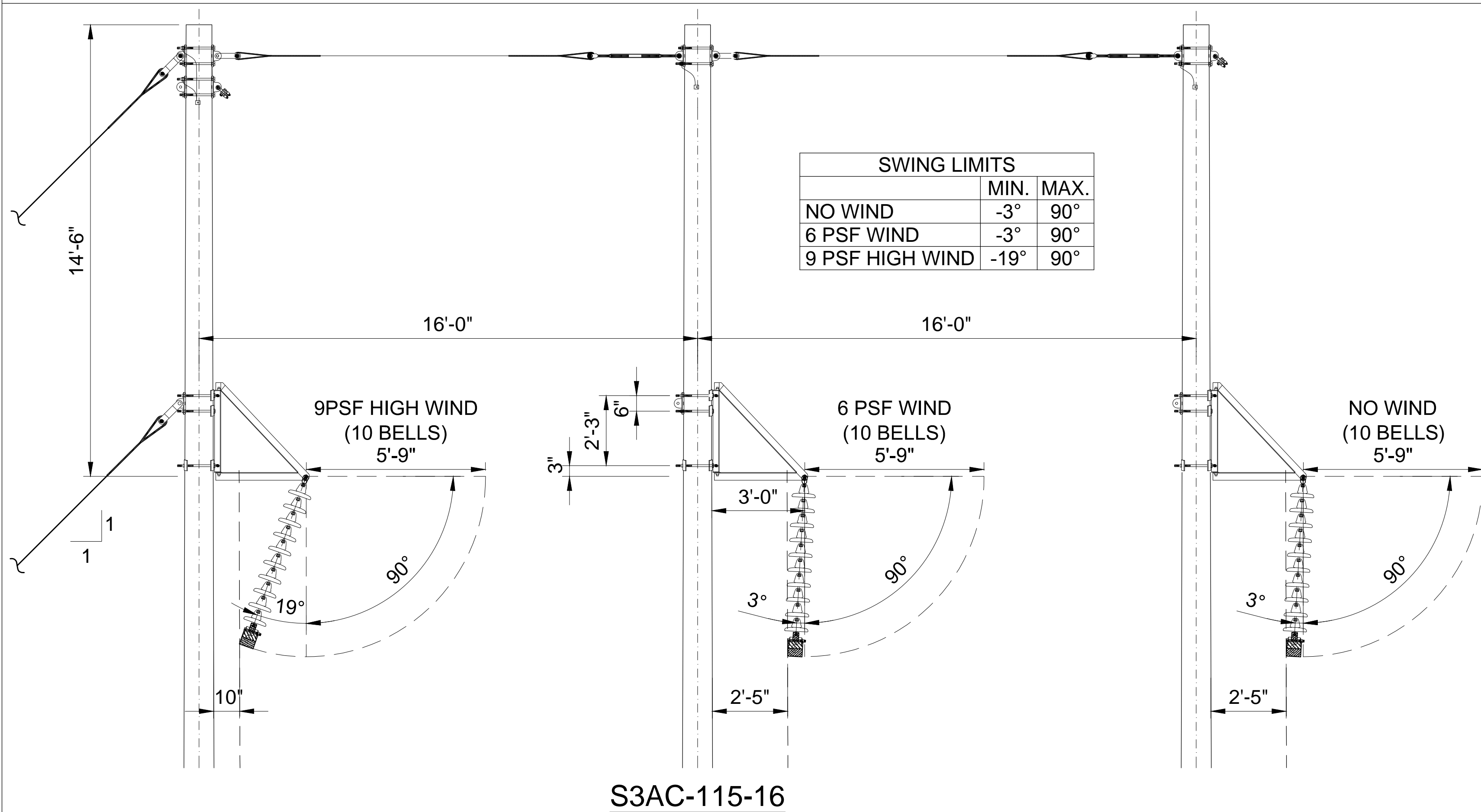
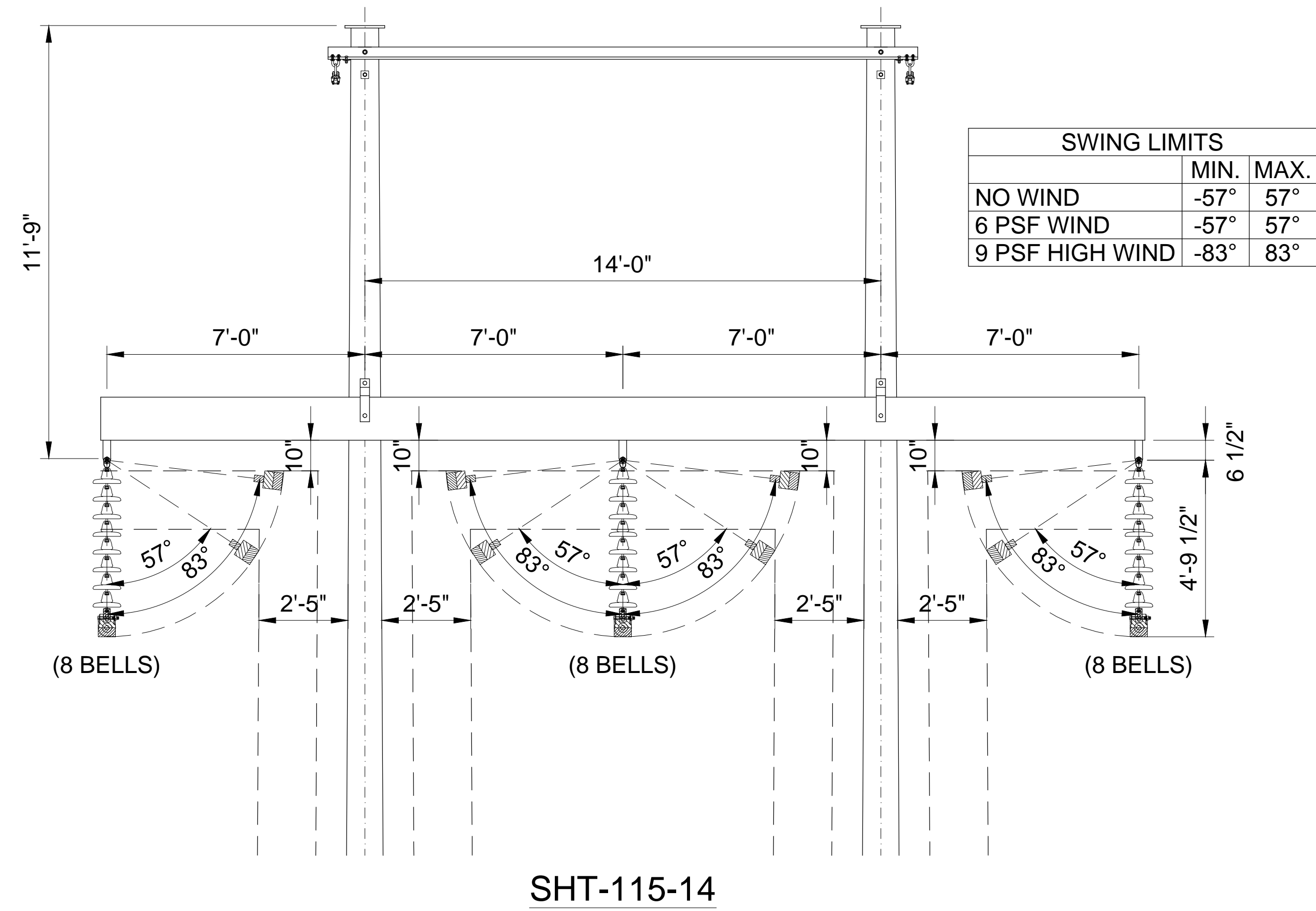
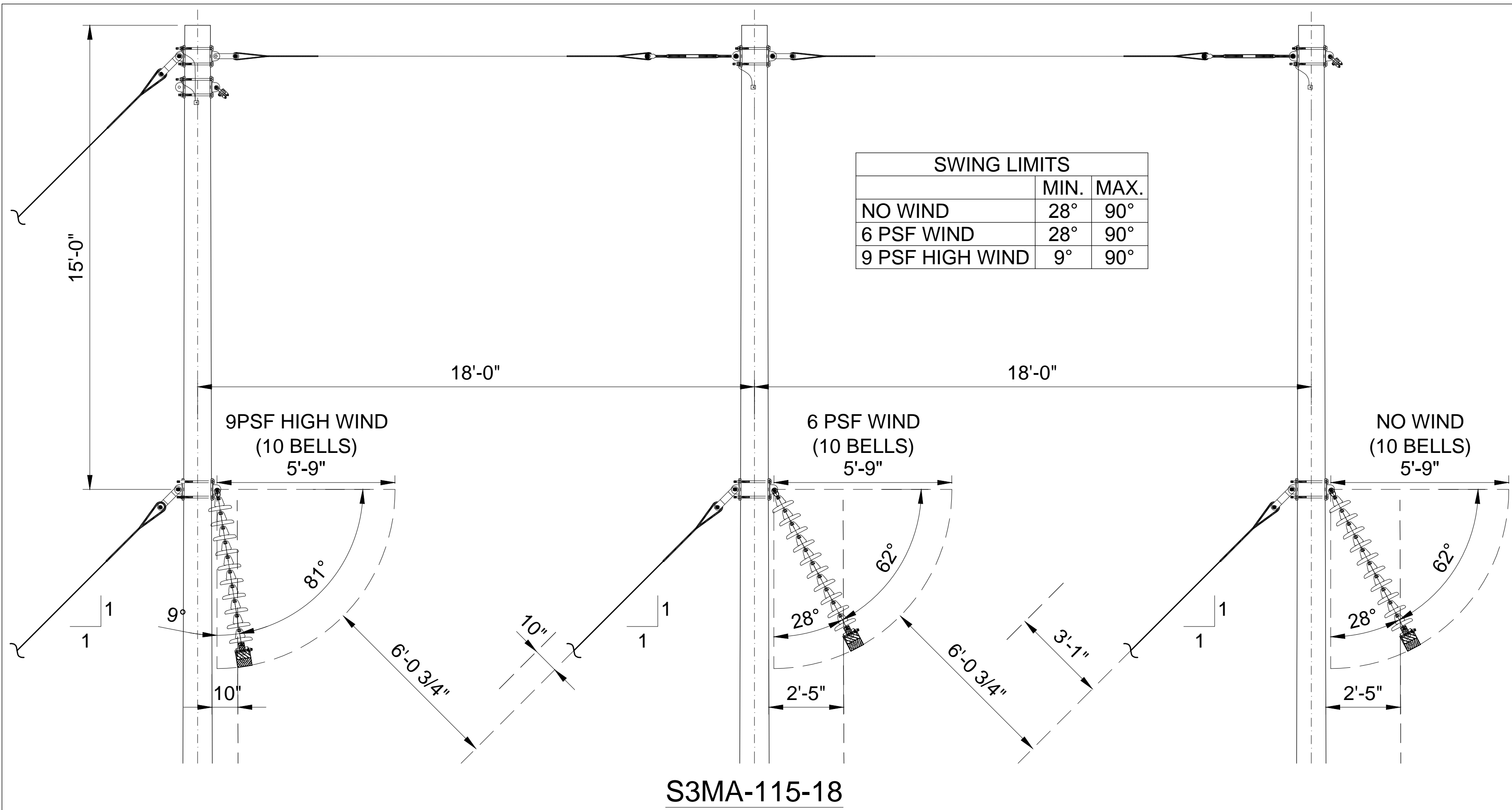
SHT-115-14

SHT-115-14	1
115-SWING	2



Technical drawings of pole detail components:

- DETAIL E:** Shows a cross-section of a pole with two washers used as spacers. Callouts include (42), (44), (45), (46), 13/16" DIA. HOLES, and (2 WASHERS USED AS SPACERS).
- DETAIL F:** Shows a cross-section of a pole with a central hole. Callouts include (54), (51), (52), (53), (55), and 15/16" DIA. HOLES.
- DETAIL G:** Shows a cross-section of a pole with a central hole. Callouts include (54), (52), (31), (53), (55), 15/16" DIA. HOLES, and 15/16" DIA. HOLES.
- DETAIL H:** Shows a cross-section of a pole with a central hole. Callouts include (53), (54), (50), (51), (54), (56), and 15/16" DIA. HOLES.
- DETAIL D (POLE ANCHOR):** Shows a pole anchor with a 15/16" HOLE FOR POLE ANCHORS (TYP.). Dimensions include 4" and 7". Callouts include (52), (53), and (7).
- DETAIL I:** Shows a cross-section of a pole with a central hole. Callouts include VENDOR TO DESIGN CROSSARM AND ATTACHMENT DETAIL.
- DETAIL J:** Shows a cross-section of a pole with a central hole. Dimensions include 3/4" THICK MAX, 1 1/4" RADIUS, and 1 1/16" DIA. HOLES CHAMFER (TYP.).



SWING NOTE

- 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR NO WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR NO WIND CONDITION.
- 2'-5" ELECTRICAL CLEARANCE TO STRUCTURE FOR 6 PSF WIND CONDITION.
3'-1" ELECTRICAL CLEARANCE TO GUYS FOR 6 PSF WIND CONDITION.
- 10" ELECTRICAL CLEARANCE TO STRUCTURE AND GUYS FOR 9 PSF WIND CONDITION.

PE STAMP

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	\$3,000,000

- 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.

Exhibits D

Lien Waivers

D 1 Full Lien Waiver form

D 2 Partial Lien Waiver form

Exhibit D

Supplier's Full Lien Waiver and Release

THIS SUPPLIER FULL LIEN WAIVER AND RELEASE, (this "Supplier Full Lien Waiver and Release") is made this ____ day of _____, _____, by _____, a _____ corporation, ("Supplier"), on behalf of itself and all parties claiming any interest in or through Supplier and for Supplier's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of _____ and ____/100 U.S. DOLLARS (U.S. \$ _____) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full and final payment on account of all labor, materials, and services furnished to _____, (cumulatively the "Owners") for parts supplied and services performed at the _____ (the "Project"), pursuant to that certain contract (_____) executed by and between Supplier and Owners, dated as of _____ (the "Contract"), does hereby unconditionally and irrevocably waive, release, remise, relinquish, quit-claim and forever discharge all actions, claims and demands, related to the Contract or related to or arising from the labor, materials or services performed by or through Supplier pursuant to the Contract, which Supplier ever had, now has, or may have in the future, known or unknown, against the Project, the property on which the Project is located, or against the owner(s) of the Project and the property on which the Project is located, Owners, their lenders, including any party providing financing for the construction of the Project, their partners, their parents, subsidiaries and affiliates, at all tiers, and their insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all persons and entities acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of, all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Supplier agrees that it will not file, enforce or claim any lien (whether contractual, statutory, constitutional or otherwise) against the Project or the property on which the Project is located. Supplier also agrees that it will release any and all liens or claims (whether contractual, statutory, constitutional, or otherwise) that it has filed, claimed, or otherwise attempted to enforce against the Project or the property on which the Project is located.

Supplier warrants and represents that: (a) Supplier has no knowledge of any claims it has against Owners; (b) Supplier has no knowledge of any filed mechanics or material or materialman's liens with respect to the Work (as such term is defined in the Contract and referred to herein as the "Work") or the Project; (c) Supplier has not assigned or pledged any rights or claims in any amount due or to become due from Owners; (d) payment has been made to all consultants, employees, subcontractors, vendors, laborers and material suppliers, at all tiers, and all other entities, for all labor or services furnished by or through Supplier for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with

all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Project; (e) no claims from consultants, subcontractors, vendors, laborers or material suppliers have been submitted to Supplier with respect to the Contract or remain unsatisfied as of the date of this Supplier Full Lien Waiver and Release; and (f) all contracts with consultants and subcontractors employed, used or engaged by Supplier in connection with the Project have been completed or have been terminated.

Supplier agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against the Project or any of the Releasee Entities relating to labor or services furnished by or through Supplier; or (b) any breach of any representation or warranty contained herein.

Supplier acknowledges and agrees that: (a) Owners is relying upon the representations and warranties made herein as a material inducement for Owners to make payment to Supplier; (b) this Supplier Full Lien Waiver and Release is freely and voluntarily given by Supplier and Supplier has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Supplier Full Lien Waiver and Release and Supplier has voluntarily accepted the terms of this Supplier Full Lien Waiver and Release for the consideration recited above; and (c) the tendering of payment by Owners and the receipt of payment and the execution of this Supplier Full Lien Waiver and Release by Supplier shall not, in any manner whatsoever, release Supplier from: (i) its continuing obligations with respect to the completion of any Work at the Project that remains incomplete, including punch list work or warranty work, or the correction of defective, deficient or non-conforming Work, all in accordance with the terms and conditions of the Contract; (ii) any contractual, statutory or common law obligations of Supplier with respect to any of the Releasee Entities; or (iii) any other obligations of Supplier with respect to any of the Releasee Entities.

This Supplier Full Lien Waiver and Release may be delivered by facsimile and executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]**

The person executing this Supplier Full Lien Waiver and Release on behalf of Supplier has been duly authorized by Supplier to execute and deliver same.

WITNESSES:

SUPPLIER:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Address: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ in his/her capacity as _____ of _____, a _____ corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

 Notary Public

Stamped, typewritten or printed name:

Commission # _____

My Commission Expires:

(SEAL)

Exhibit D

Supplier's Partial Lien Waiver and Release

THIS SUPPLIER PARTIAL LIEN WAIVER AND RELEASE (this "Supplier Partial Lien Waiver and Release") is made this ____ day of _____, _____, by _____, a _____ corporation ("Supplier"), on behalf of itself and all parties claiming any interest in or through Supplier and for Supplier's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of _____ and _____/100 U.S. Dollars (U.S. \$ _____), does hereby unconditionally and irrevocably waive, release, remise, relinquish, quit-claim and forever discharge all actions, claims and demands, related to the Contract or arising from the labor, materials, or services furnished through the ____ day of _____, 200__, by or through Supplier to _____ ("Owner") for parts supplied and services performed at the _____ (the "Project"), pursuant to that certain contract (_____) executed by and between Supplier and Owner, dated as of _____ (the "Contract"), which Supplier ever had, or now has, against the Project, the property on which the Project is located, or against owner(s) of the Project and the property on which the Project is located, Owner, their lenders, including any party providing financing for the construction of the Project, their partners, their parents, subsidiaries and affiliates, at all tiers, and their insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all persons acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Supplier warrants and represents that: (a) Supplier has no knowledge of any claims it has against Owner; (b) Supplier has no knowledge of any filed mechanics or material or materialman's liens with respect to the Work (as such term is defined in the Contract and referred to herein as the "Work") or the Project; (c) Supplier has not assigned or pledged any rights or claims in any amount due or to become due from Owner; (d) payment has been made to all consultants, employees, subcontractors, vendors, laborers and material suppliers, at all tiers, and all other entities, for all labor and services furnished by or through Supplier for the Project through the date hereof, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Project; and (e) no claims from consultants, subcontractors, vendors, laborers or material suppliers have been submitted to Supplier with respect to the Contract or remain unsatisfied as of the date of this Supplier Partial Lien Waiver and Release.

Supplier agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and

appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities or the Project relating to labor or services furnished by or through Supplier through the date hereof; or (b) any breach of any representation or warranty contained herein.

Supplier acknowledges and agrees that: (a) Owner is relying upon the representations and warranties made herein as a material inducement for Owner to make payment to Supplier; (b) this Supplier Partial Lien Waiver and Release is freely and voluntarily given by Supplier and Supplier has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Supplier Partial Lien Waiver and Release and Supplier has voluntarily accepted the terms of this Supplier Partial Lien Waiver and Release for the consideration recited above; and (c) the tendering of payment by Owner and the receipt of payment and the execution of this Supplier Partial Lien Waiver and Release by Supplier shall not, in any manner whatsoever, release Supplier from: (i) its continuing obligations with respect to the completion of any Work at the Project that remains incomplete, including, punch list work or warranty work, or the correction of defective, deficient or non-conforming Work, all in accordance with the terms and conditions of the Contract; (ii) any contractual, statutory or common law obligations of Supplier with respect to any of the Releasee Entities; or (iii) any other obligations of Supplier with respect to any of the Releasee Entities.

This Supplier Partial Lien Waiver and Release may be delivered by facsimile and executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]**

Exhibit – E Project Schedule

<u>Milestone</u>	<u>Target Milestone Date(s)</u>
Otter Tail Power RFP Publicly Posted	07/23/2025
Contractor Bid Proposals Due	08/27/2025, 5:00 PM
Otter Tail Power Bid Evaluation Process	09/05/2025
Contractor Notification of Bid Acceptance	09/08/2025
Contract Review and Signature(s)	09/08/2025 to 09/19/2025
Executed Agreement/Purchase Order	09/22/2025
Supplier Submits Drawings 100% to Owners	Bidder to complete
Owner Approves Drawings 100%	Estimated 1 week turnaround
Delivery 100% Steel Poles	Bidder to complete

Exhibit F – Schedule of Values

NDTA - Direct Embedded Steel Poles

Structure Number	Structure Drawing	Frame	Class	Structure Height (FT)	Steel	Quantity	Delivery Location	Unit Weight	Total Unit Price*	Extended Unit Weight	Extended Price*
47, 48, 85, 130, 154, 161	SHT-115-14	H-Frame	H1	65	Weathering	6	Devils Lake, ND	0.00	\$ -	0.00	\$ -
49, 51, 79, 111, 112, 135, 137, 141, 149, 156, 173, 199, 201, 203, 230	SHT-115-14	H-Frame	H1	70	Weathering	15	Devils Lake, ND	0.00	\$ -	0.00	\$ -
56, 104, 105, 122, 127, 128, 145, 226, 228	SHT-115-14	H-Frame	H1	75	Weathering	9	Devils Lake, ND	0.00	\$ -	0.00	\$ -
65, 96	SHT-115-14	H-Frame	H1	85	Weathering	2	Devils Lake, ND	0.00	\$ -	0.00	\$ -
75	SHT-230-18	H-Frame	H1	75	Weathering	1	Wahpeton, ND	0.00	\$ -	0.00	\$ -
113	S3MA-115-18	3 Pole	H1	70	Weathering	1	Devils Lake, ND	0.00	\$ -	0.00	\$ -
208	S3HA-115-18	3 Pole	H1	75	Weathering	1	Devils Lake, ND	0.00	\$ -	0.00	\$ -
255	SDE-0060-115-18	3 Pole	H1	70	Weathering	1	Devils Lake, ND	0.00	\$ -	0.00	\$ -
Totals								0.00	\$ -	0.00	\$ -

-Structures may be round or 12-sided

-Direct Embedded Steel Poles

-All attachment points provided utilize welded through vangs

-*Freight and Tax Included

EXHIBIT H - Final Acceptance Certificate

Supplier Certification:

1. Unless otherwise defined herein, the capitalized terms used throughout this certificate shall have the meanings ascribed to same in the Agreement.
2. Supplier certifies and represents that the following statements are true as of the date of delivery hereof to Owners:
 - a) The Supplier believes it has satisfied all of the requirements for the achievement of Final Acceptance in accordance with the Agreement.
 - b) Supplier has delivered this form, completed except for signature by Owners, to Owners' duly authorized agent on the signature date.

Supplier:

The person signing below is authorized to submit this form to Owner for and on behalf of Supplier.

By: _____ Date: _____

Name: _____

Title: _____

Owner Certification:

Owners to circle one (1) of the following statements:

- A. Owners agree that Final Acceptance has been achieved. This Certificate was received by Owners on the date first written above and is effective as of that date.
- B. Owners do not agree that Final Acceptance has been achieved by the Supplier due to the omissions, liens or defects listed below and/or the incomplete nature of the specified portions of the Work listed below or on the attached sheet:

Owners:

The person signing below is authorized to sign the Final Acceptance Certificate for and on behalf of Owners.

By: _____

Date: _____

Name: _____

Title: _____

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: _____

Exhibit L

QA / QC Plan

To be provided by bidder

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

Project Name:	NDTA Direct Embedded Steel Pole
Supplier Name:	
Questions Due back to Owners by	8/13/2025

		Questions	
	Receive Date	Question or Clarification	RFP Section Reference
1			
2			
3			
4			
5			
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