



Washington Electric Cooperative, Inc

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Request for Proposal For Substation Engineering, Design, and Construction Management Services

Issued by: **Washington Electric Cooperative**

Release Date: **June 22, 2026**

Deadline for Submission: **July 24, 2026**

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LEGAL NOTICE

Washington Electric Cooperative (“WEC”) endeavors to procure and deliver proposals for:

Substation Engineering, Design, and Construction Management Services

Responses must be delivered via email to RFP@wec.coop on or before (refer to the schedule in [Section II.G](#)) with the following subject line and title: "Proposal for Substation Engineering, Design & Construction Management Services".

Washington Electric Cooperative

Louis Porter, General Manager

I. INTRODUCTION

A. ABOUT WASHINGTON ELECTRIC COOPERATIVE, INC.

Washington Electric Cooperative (WEC) was established in 1939 as a not-for-profit, member-owned rural electric utility. WEC is Vermont's fourth largest electric distribution utility serving approximately 12,000 members in 41 towns that span four 4 counties. The customer class served by the Co-op is predominantly residential, comprising 94% of the meters on the system.

WEC's service territory covers approximately 2,728 square miles. The distribution system includes 1,300 miles of overhead distribution lines and 33 miles of underground primary distribution lines for a total of 1,333 miles. The distribution system operates at 12.47/7.2 kV.

WEC owns eight distribution substations, one 12.47 kV metering point and five sub-transmission lines. Four of WEC's five sub-transmission lines are radial and feed the distribution circuits and the fifth, the Coventry sub-transmission line, feeds WEC's Coventry Landfill Gas Generating Station. In addition to the 8MW Coventry Generator, WEC has a 1MW hydro plant at Wrightsville dam.

The majority of the power distributed to WEC members is generated outside of WEC's service territory and WEC depends on transmission facilities owned by VELCO and GMP to transmit power to WEC's distribution substations.

As a cooperative, WEC operates under the Seven Cooperative Principles and is a democratic organization controlled by its members. A nine-member Board of Directors is elected by its members. These directors actively participate in setting policies and making decisions and are accountable to the membership.

WEC is an Equal Employment Opportunity/Affirmative Action employer. All bidders are expected to comply with all applicable equal employment opportunity laws and statutes.

Successful bidders are expected to be familiar with and comply with the requirements of:

Title 2 of the Code of Federal Regulations, Part 200, Appendix II ¹

Title 7 of the Code of Federal Regulations, Part 1726²

Vermont State Construction Prevailing Wage Rate Schedule³

[Title 2 of the Code of Federal Regulations, Part 200, Appendix II](#)

[Title 7 of the Code of Federal Regulations, Part 1726](#)

<http://www.vtmi.info/stateconstprevailwage.pdf>

B. PROJECT OVERVIEW

As part of WEC's commitment to provide safe, resilient and reliable service to our members, we are preparing to modernize our Jackson Corners substation located at 3047 Baptist Street in Williamstown, VT and our Mount Knox substation located at 220 US Route 302 in Topsham, VT.

Originally built in 1968 and 1971, rebuilding these two substations is an integral part in the final stages of completing a crucial link between these two substations and our East Montpelier substation.

Of the eight distribution substations in WEC's service territory, these three substations together provide reliable electricity for approximately 6,100 homes, 52% of WEC's membership, in the central part of our service territory.

WEC also desires to develop and implement Transmission Ground Fault Overvoltage (TGFOV) protection schemes for these two and five other substations.

II. INFORMATION ABOUT THIS RFP

A. OBJECTIVE

Washington Electric Cooperative is soliciting proposals from qualified firms to provide engineering, design and construction management and other services required for the Projects.

Proposals must be received by WEC at the address set forth in [Paragraph B.4](#) no later than 4:00 PM Eastern Time on **July 24, 2026**. Proposals received after this date and time will not be considered.

WEC's objectives are:

1. Have a contract in place with a design engineer on **July 31, 2026**.
2. Receive complete designs, equipment lists and price estimates, **Est: November 1, 2026**.
3. Receive complete construction drawings and bid packages, **Est: February 1, 2027**.
4. File a Construction Work Plan with the RUS, **Est: February 1, 2027**.
5. Start construction of the Jackson Corners substation, **Est: April 1, 2027**.
6. Complete construction of the Jackson Corners substation, **Est: August 31, 2027**.
7. Start construction of the Mount Knox substation, **Est: September 1, 2027**.
8. Complete construction of the Mount Knox substation, **Est: January 31, 2028**.
9. Complete installation and implementation of TGFOV protection packages, **Est: December 31, 2027**.

B. INSTRUCTIONS

1. Bidders desiring to respond to this RFP are required to do so in accordance with the instructions and format contained herein. Bidders are required to complete all sections that require a response. The proposal shall be priced not to exceed. Any response to this RFP that is incomplete may be disqualified.
2. Your proposal to this RFP must include the following:
 - a) Bidder's company information (See [Section H](#) below)
 - b) Detailed response to the Statement of Work (See [Section H](#) below)
 - c) Completed WEC Pricing Submittal Documents ([Exhibit A](#))
3. Proposals must be submitted for the full scope of work described in this RFP. In the event a bid is submitted that does not fully comply, the bidder should provide a detailed description of all exceptions and proposed alternates.
4. Proposals should be submitted via email to RFP@wec.coop and include the title: **Substation Engineering, Design, and Construction Management Services.**
5. All questions are to be directed in writing via email to RFP@wec.coop and reference the title: **Substation Engineering, Design, and Construction Management Services.** All answers will be sent to all potential bidders simultaneously via email.
6. Bidder should identify the key personnel who will be assigned to the Project and include their qualifications and also identify all subconsultants. Bidder may not remove or substitute key personnel identified by bidder in response to this document without WEC's prior written consent.
7. Each bid shall be signed on behalf of the entity submitting it by a person legally authorized to bind the entity. Upon request, the bidder should furnish satisfactory evidence of the authority of any signatory.
8. Bidder's offer must be firm for a period of ninety (90) days from the date responses are due.
9. WEC will use RUS Form 236, Engineering Service Contract template, attached as [Exhibit B](#), for the purpose of the agreement between the parties. The bidder should thoroughly review contract terms in preparing a proposal and should submit proposed changes to the agreement, if any, as part of its bid.

C. ADDITIONAL INFORMATION AND REQUIREMENTS

1. WEC will evaluate proposals based on the following criteria:
 - a) Bidder's safety record
 - b) Total cost to WEC
 - c) Sufficient capabilities to meet WEC requirements
 - d) Financial stability
 - e) Experience and qualifications
 - f) Bidder's proven performance records as determined by reference check
 - g) Development of a schedule that allows for completion of the Projects in a timely manner
 - h) Other factors and considerations as described below
2. WEC is not obligated to accept any proposal nor the least expensive from among the proposals submitted and may, at its sole option, award one or more contracts. WEC may accept or reject, without consideration, proposals that are submitted late or are incomplete. WEC also reserves the right to modify bidders' proposals by adding to or deleting from these specifications after the receipt and prior to the signing of the contract with the successful bidder. WEC expressly reserves the right to reject any and all bid proposals and to pursue whatever alternative arrangements it desires.
3. The requirements in this RFP are the minimum required in order to qualify for favorable consideration. WEC encourages all bidders to provide their professional recommendations or any other information they feel may reflect favorably for their consideration in the selection process. WEC reserves the right to award a contract based on bidder's initial response, without negotiation. Therefore, bidders are strongly encouraged to submit their most favorable offer, as proposals will be evaluated and ranked upon the basis of the response submitted.
4. All responses to this RFP will become the property of WEC.
5. The information contained in the bid and any contract resulting therefrom is regarded as confidential and is not to be disclosed beyond the parties directly involved without the express written permission of bidder and WEC. In protecting any bidder's confidential or proprietary information, WEC need only use the same degree of care that it uses to protect its own confidential and proprietary information provided such information is clearly marked as being confidential and proprietary. WEC further reserves the right to disclose such information if such disclosure is solely for the evaluation of the response to this RFP.
6. No obligations on the part of WEC will be incurred until a satisfactory contract has been signed by bidder and accepted by WEC.
7. Unless otherwise notified by WEC in writing, any award resulting from this RFP shall be

non-exclusive.

8. By submission of a bid in response to this request, bidder represents:
 - a) That it has familiarized itself with this RFP and all other conditions that may affect the time, manner, cost or difficulty of completing the work;
 - b) That the bid is genuine, is not made in the interest of or on behalf of any undisclosed person or entity, and is not submitted in collusion with any other person or party or in conformity with any agreement, rule or practice of any group, association, organization, corporation or entity;
 - c) That the bidder has not directly or indirectly induced or solicited any person or entity to refrain from submitting a bid, and has not sought by collusion or fraud to obtain for itself any advantage over any other Bidder, or over WEC; and
 - d) That the bidder has examined and is familiar with its bid and is ready and willing to perform same.

9. Should bidder find any discrepancies in, or omission from, any part of this RFP, or should a bidder be in doubt as to the meaning of any part hereof, bidder should immediately notify WEC in writing and obtain clarification in writing, prior to submitting a bid. Failure to do so will not relieve bidder from the responsibility for properly estimating the difficulty or the cost of successfully completing the work.

10. Bids which are incomplete, conditional, obscure, received after the date and time set forth in [Section II. A.](#) or which do not otherwise comply with this RFP, may be rejected at the option of WEC.

11. All costs incurred directly or indirectly by bidder in the preparation and presentation of the bid, including the costs of its participation in the pre-award meeting, shall be the responsibility of bidder.

12. Bidder and its employees, agents and subcontractors shall not offer or give to an officer, employee or agent of WEC any services, gifts, entertainment, payments, loans or special favors which might appear to be offered to influence the award of a contract or to obtain favorable treatment or another contract with WEC.

D. STANDARDS AND SPECIFICATIONS

All applicable codes and standards shall be followed in the design and construction of the substations including, but not limited to the following:

- USDA, Rural Utilities Service (RUS)
- Institute of Electrical and Electronic Engineers (IEEE)
- National Electric Safety Code (NESC)
- Nation Electrical Manufacturers Association (NEMA)

American National Standards Institute (ANSI)
American Concrete Institute (ACI)
American Society of Testing Materials (ASTM)
American Institute of Steel Construction (AISC)
American Society of Civil Engineers (ASCE)

E. PERMITS

Bidder should be familiar with local, State and federal permit requirements that may be required for the Project.

F. ORAL PRESENTATIONS

Oral presentations to supplement bidder’s proposals may be desired at WEC’s discretion. If requested, these presentations will provide an opportunity for bidder to clarify unusual or significant elements of the proposal. Such requests will be made in writing to appropriate bidders.

G. SELECTION SCHEDULE

1. The estimated schedule for completing the evaluation and selection is as follows:

RFP available:	June 22, 2026
All bidders’ questions submitted to WEC by:	June 26, 2026
WEC answers to questions submitted by:	July 8, 2026
Proposals received by WEC by:	July 24, 2026
Oral presentations (if desired by WEC):	July 29, 2026
Award of contract	July 31, 2026

WEC has the right to change the above dates at its sole discretion. In the event of any change, WEC will promptly notify bidders in writing.

H. BIDDER'S COMPANY INFORMATION

Please provide the following information and include in your response to this RFP:

- a) A single page cover letter including a clear and concise introduction, company information and contact information
- b) Company history: Maximum of two pages
- c) Key personnel assigned to Project and qualifications: Maximum of two pages per person
- d) Project understanding and approach: A detailed narrative that demonstrates an understanding of the Scope of Work and describes how those needs will be met. Identify services that are typically provided in-house and services for which a sub-consultant would be utilized: Maximum of 10 pages
- e) Three references for similar size/type projects, preferably involving USDA - Rural Utility Service (RUS) construction standards. Include name of contact, address, phone number approximate value and duration of contract

III. INSURANCE REQUIREMENTS

The table below describes WEC's insurance requirements for contractors:

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third-Party Property Damage:	\$2,000,000 per occurrence, \$3,000,000 aggregate
Excess Liability insurance:	\$5,000,000
Automobile Liability:	\$1,000,000 combined single limit
Workers' Compensation / Employer's Liability:	\$500,000 per accident

IV. SCOPE OF WORK

A. PROJECT SUMMARY

As part of WEC's commitment to provide safe, resilient and reliable service to our members, we are preparing to modernize our Jackson Corners substation located at 3047 Baptist Street in Williamstown, VT and our Mount Knox substation located at 220 US Route 302 in Topsham, VT as well as the development and implementation of Transmission Ground Fault Overvoltage (TGFOV) protection schemes for five other substations.

The current support structures for both the Jackson Corners and Mount Knox substations consist of wood pole and wood crossarm construction which have deteriorated beyond reasonable economic repair and have reached the end of their useful life cycles. It is WEC's desire to replace the wooden structures with steel structures and install all new electrical equipment at both substations.

In order to retain similarity in layout and function, the new substation designs will be based on the previous design of our East Montpelier substation which was rebuilt in 2011. Design drawings for the East Montpelier substation will be made available to the successful bidder for reference.

The Engineer will be expected to perform project management and oversight of all engineering, design, permitting, construction, inspections and commissioning activities for the Project.

B. EXISTING SUBSTATION INFORMATION – JACKSON CORNERS

#8 - Jackson Corners Substation

3047 Baptist Street
Williamstown, VT 05679

Structure Type: Wood pole with wood crossarm supports
Year Built: 1968
Location: 44.0903567, -72.5121905
Acres: 0.92

The Jackson Corners substation is served by WEC's 34.5 kV transmission line originating from WEC's Graniteville switching station located 4.5 miles to the north. WEC's Graniteville switching station is served by Green Mountain Power's Websterville 34.5 kV substation.

The Jackson Corners substation currently serves 2,224 members via three distribution feeders; #1 – Topsham, #2 - Chelsea and #3 – Northfield and includes the following:

- One (1) - 3750 kVA, 3Ø, station transformer, 34.5 kV to 12.47Y kV/7.2 kV, plus one (1) spare
- Three (3) 167 kVA, 219A Voltage Regulators (bus regulated)
- Two (2) Cooper Nova Form 5 reclosers (triple/single) and one (1) Cooper Nova Form 6 recloser (triple/single)



The contract awardee will need to incorporate into their design a plan to keep the three Jackson Corners feeders energized throughout the entire rebuild of the substation, i.e., temporarily relocating substation equipment (reclosers, voltage regulators, etc.). Two feeders, #1-Topsham and #2-Chelsea, have the option to backfeed from other substations (will need to

be verified), while the third, #3-Northfield has no tie points with other subs. WEC will also look for design input for accommodations for a Bulk Energy Storage System (BESS).

C. EXISTING SUBSTATION INFORMATION – MOUNT KNOX

#3 - Mount Knox Substation
220 US Route 302
West Topsham, VT 05086

Structure Type: Wood pole with wood crossarm supports
Year Built: 1971
Location: 44.1672167, -72.3042693
Acres: 2.80

The Mount Knox substation was built in 1971 and is positioned between U.S. Route 302 and the VELCO/GMP transmission lines ROW. This substation is served by Green Mountain Power’s 34.5 kV, 3311 transmission line.

The substation currently serves 2,029 members via two distribution feeders, #1 – Peacham and #2 – Corinth and includes the following:

- Three (3) 1250 kVA station transformers, 34.5 kV to 12.47Y kV/7.2kV, plus one (1) spare
- Three (3) 114 kVA, 150A Voltage Regulators (bus regulated)
- Two (2) Cooper Nova Form 6 reclosers (triple/single)



The contract awardee will need to incorporate into their design a plan to keep the two Mount Knox feeders energized throughout the entire rebuild of the substation, i.e., temporarily relocating substation equipment (reclosers, voltage regulators, etc.) or by using a temporary mobile substation. WEC wants to explore the addition of a third feeder bay with the engineer as well as accommodations for a BESS.

D. SCOPE OF SERVICES

The following work and services will be performed by the successful bidder's engineer to complete the Project from design stage to full operation including but not limited to:

1. Perform overall Project management and oversight on behalf of WEC.
2. Develop and maintain an overall Project schedule.
3. The Engineer shall visit both substation sites, review all available drawings and documentation, become familiar with existing conditions, determine all design, construction and operational challenges, and review current and future equipment needs with the WEC operations group.
4. The engineer will review the WEC 10-year Long Range Plan to evaluate forecasted load growth, installed distributed energy resources (DERs) and recommended equipment sizes, i.e., station transformer, voltage regulators, etc. to verify types and sizes needed for the replacement substations and develop an equipment list.
5. Provide a complete equipment list including manufacturer specifications, ordering information/part numbers and cost estimates to WEC for substation transformers, voltage regulators, reclosers, etc., so that WEC can purchase such equipment in advance of substation construction.
6. Provide complete construction plans and total cost estimates for both substations and assist WEC with developing a RUS Construction Work Plan for funding approval.
7. In addition to the Construction Work Plan, prepare a RUS Environmental Report (if required) as per RUS Environmental Policies and Procedures, 7 CFR 1794 and RUS Bulletin 1724E-300.
8. Develop Request for Quotations (RFQs) and Contract Documents as per RUS requirements to solicit bids from qualified construction firms. WEC recommends the successful bidder develop separate RFQ-Contract Documents for each substation for:
 - a) Site Work: foundations, block house, yard surfacing, drainage, oil spill prevention, erosion control and related work, etc.

- b) Electrical Equipment: steel structures, hardware, connectors, bus work, bus supports, switches, insulators and fuses, etc.
- c) Relay programming, testing and commissioning.

Note: RFQ – Contract Documents for the East Montpelier substation rebuild will be made available to the successful bidder for reference.

- 9. Coordinate production of technical data and submit all permit applications required, including but not limited to Vermont’s Land Use (ACT 250) and RUS Environmental Review.
- 10. The engineer shall prepare and, within thirty (30) days after completion of construction of the project by the contractor, submit complete and detailed final documents to WEC for approval.
- 11. Develop and implement relay protection (including TGFOV protection) and coordination settings for substations and provide, programming, testing and commissioning guidance.
- 12. Develop equipment lists with specifications, manufacturer part numbers/ordering information and price for Transmission Ground Fault Over Voltage protection at five other WEC substations. Develop and implement relay settings for TGFOV protection, provide testing and commissioning guidance.

Note: Preliminary research and data on TGFOV configurations, i.e. DTT and 3VO, at individual substations has been completed and will be made available for use by the engineer.

V. PROJECT SCHEDULE

The following milestones are preliminary and subject to change:

- | | |
|--|-------------------------|
| 1. RFP issued for Engineering services | June 22, 2026 |
| 2. Bids due for Engineering services | July 24, 2026 |
| 3. Engineering services Contract Award | July 31, 2026 |
| 4. Receive complete designs, equipment lists and price estimates | November 1, 2026 |
| 5. Receive complete construction drawings and bid packages | February 1, 2027 |
| 6. File a Construction Work Plan with the RUS | February 1, 2027 |
| 7. Start construction of the Jackson Corners substation | April 1, 2027 |
| 8. Complete construction of the Jackson Corners substation | August 31, 2027 |

- 9. Start construction of the Mount Knox substation **September 1, 2027**
- 10. Complete construction of the Mount Knox substation **January 31 ,2028**
- 11. Complete installation and implementation of TGFOV protection packages **December 31, 2027**

EXHIBIT A: PRICING SUBMITTAL DOCUMENTS



Washington Electric Cooperative, Inc

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EXHIBIT A – WEC RFP Pricing Submittal Document

Please fill out the items below:

Jackson Corners Substation

Engineering, Design, Specifications, Drawings & Cost Estimate Development	\$
Equipment List Development (Station Transformer, Voltage Regulators, etc.)	\$
RFQ Development & Issued for Construction – Site Work	\$
RFQ Development & Issued for Construction – Electric Equipment/Structure	\$
Reporting & Permitting	\$
Relay Protection Settings Development and Programming	\$
Substation Testing and Commissioning	\$
Project Schedule Development	\$
Project Management	\$

Mount Knox Substation

Engineering, Design, Specifications, Drawings & Cost Estimate Development	\$
Equipment List Development (Station Transformer, Voltage Regulators, etc.)	\$
RFQ Development & Issued for Construction – Site Work	\$
RFQ Development & Issued for Construction – Electric Equipment/Structure	\$
Reporting & Permitting	\$
Relay Protection Settings Development and Programming	\$
Substation Testing and Commissioning	\$
Project Schedule Development	\$
Project Management	\$

TGFOV

DTT (3-substations)	\$
3VO (2-substations)	\$
Testing & Commissioning	\$

EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT TEMPLATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0118. The time required to complete this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing burden to: USDA-RUS, Attn.: Director, PDRA, 1400 Independence Ave. S.W. STOP, 1522, Washington, DC 20250-1522; and to the Office of Information and Regulatory Affairs, Paperwork Reduction Project (1910-1800), Office of Management and Budget, Washington, DC 20503.

**ENGINEERING SERVICE CONTRACT
ELECTRIC SYSTEM DESIGN AND CONSTRUCTION**

AGREEMENT, made _____, _____, between _____

_____ (hereinafter called the "Owner") and _____
of _____ (hereinafter called the "Engineer").

WHEREAS, the Owner has obtained loans made or guaranteed by the United States of America, acting through the Administrator of the Rural Utilities Service (hereinafter called the "Administrator"), to finance in whole or in part a rural electric system pursuant to the Rural Electrification Act of 1936, as amended, and plans the construction of a project designated _____, being hereinafter called the "Project" consisting of approximately the following facilities:

Distribution and Transmission Lines:

_____ miles _____ (km) of _____ kV line,
_____ miles _____ (km) of _____ kV line,

Substations:

Name _____ MVA _____ kV to _____ kV
_____ MVA _____ kV to _____ kV

Switching Stations:

Name _____ kV
_____ kV

Other:

_____ miles (_____ km) of line conversion, _____ miles (_____ km) of line removal, and
the following: _____

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE I

General Obligations

In accordance with the normal standards and practices used in the profession, the Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical, and sound design and construction of the Project, with due consideration given to applicable ecological and environmental requirements. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.

ARTICLE II

Preconstruction Period

Section 1. *The Engineer shall give thorough consideration to aesthetics and the protection of the environment in all phases of construction of the Project, including line routing and station locations. Where RUS or the Owner has prepared an environmental document or the Owner must comply with the conditions of a Special Use Permit imposed by a Federal land management agency, the Engineer shall incorporate all environmental commitments of the applicable documents that specifically relate to the facilities to be constructed.*

Section 2. *The Engineer shall, within thirty (30) days after the date of execution of this Agreement, make a complete field inspection and investigation for the purpose of determining the most economical and practicable location of the proposed lines.*

The Engineer shall cooperate with the Owner's right-of-way agent and attorney in developing a schedule of right-of-way procurement and assist the Owner in developing suitable property maps for use by the Owner's easement solicitors.

Section 3. *Prior to the preparation of Plans and Specifications by the Engineer, the Owner shall furnish to the Engineer the following as may be applicable:*

(a) *Copies of pertinent Engineering Studies, including Construction Work Plans when available, on which to base the design of the electrical facilities to be built; key maps of the Owner's present and proposed facilities and detail or vicinity maps showing location of existing lines, consumers served, and easements obtained.*

(b) *Detailed lists of materials, if any, on hand or on order which are to be furnished by the Owner in the construction of the Project, together with the quantity and the value of each item of such material.*

(c) *With respect to materials contained in the assembly units indicated for removal, a list showing values of individual material items for which the Contractor will be credited with respect to salvaged materials returned to the Owner if not included in item (b) above.*

Section 4. *Sufficient soil test data to ensure adequate foundation designs shall be provided by the _____ Owner _____ the Engineer [check one].*

Section 5. *If requested by the Owner, the Engineer shall prepare and submit to the Owner estimates of quantities of materials to be furnished by the Owner for use in connection with the construction of the Project. The Engineer shall procure and submit to the Owner forms of contracts and other documents for such materials and for such other services as may be necessary or desirable in connection with the construction of the Project.*

Section 6. *For transmission lines, the Engineer shall prepare and submit to the Owner for approval and to the Administrator for approval, if approval of the Administrator is required, a summary of transmission line and substation design data with supporting calculations. The Plans and Specifications and the Plan and Profile, if any, shall be based on the design data approved by the Owner and by the Administrator, if approval of the Administrator is required.*

Section 7. *The Engineer shall prepare and submit to the Owner for approval and to the Administrator for approval, if approval of the Administrator is required, plan and profile sheets for all transmission lines.*

Section 8. In specifying right-of-way clearing for transmission lines where "feathering" and/or undulating boundaries are required, the Engineer shall mark all brush and trees to be removed unless such marking is the responsibility of another authority. The Engineer shall also compute all clearing units, and show all clearing units on the plan and profile drawings or on separate drawings prepared for this purpose.

Section 9. The Engineer shall prepare, and within _____ days after the date of execution of this Agreement, submit to the Owner for approval and to the Administrator for approval, if approval of the Administrator is required, two copies of complete and detailed plans and specifications, drawings, maps, and other documents required for the construction of the Project (all of the foregoing being hereinafter collectively called the "Plans and Specifications"). In the preparation of the Plans and Specifications, the Engineer shall consult with the Owner to the end that the Project shall serve the purpose intended by the Owner. Unless otherwise directed by the Owner, the Engineer shall use Construction Work Plans and Engineering Studies, as furnished by the Owner, as a basis for the preparation of the Plans and Specifications. The Engineer shall diligently make such changes in the Plans and Specifications as may be required by the Owner or the Administrator as a condition of approval thereof.

Section 10. The Engineer shall, for each substation, prepare and furnish for the Owner's approval and for the Administrator's approval, if approval of the Administrator is required, the following drawings and such others as may be necessary or desirable for the construction of the Project:

One line diagram (relays, breakers, transformers, switches, etc.)

Three line diagram (PT, CT, phasing, etc.)

Plot plan (excluding land surveys and plots necessary in acquisition of property)

Grading plan, fence layout and details

Structure plan and details

Structure elevations (with section views)

Footing plan and details

Grounding plan and details

Cable trench and layout plan

Lighting plan and details

Control house plan and details

Control house elevations and details

Material lists

Section 11. All maps, drawings, plan and profile sheets, plans and specifications, contract forms, addenda, estimates, studies, and other documents required to be prepared or submitted by the Engineer under this Article II or other articles of this Agreement shall conform to the applicable standard specifications and other forms prescribed by the Administrator, unless deviation therefrom shall have been approved by the Administrator.

Section 12. The Engineer shall furnish to the Owner all engineering information, data, and drawings required for procuring all necessary or desirable permits, licenses, franchises, and authorizations from public

bodies, and all necessary or desirable permits, licenses, or agreements with respect to the crossing of navigable streams, railroads, and power lines, and with respect to the paralleling or crossing of communications lines and signal circuits, and shall assist the Owner to the extent necessary to obtain such permits, licenses, franchises, authorizations, and agreements. The Engineer shall also furnish to the Owner all engineering information, data, and drawings required for procuring transmission line right-of-way through condemnation proceedings. If requested by the Owner, the Engineer shall attend, or appear as a witness in, hearings or other proceedings before public service commissions or other regulatory bodies in connection with procuring of the foregoing.

Section 13. When notified by the Administrator (if approval of the Administrator is required) and by the Owner of their approval of the form of Construction Contract, the Engineer shall immediately take all appropriate and necessary action to procure full, free, and competitive bidding for the award of such contract or contracts, and when requested assist the Owner with the purchase of material and equipment. The term "Construction Contract" as used herein shall also include right-of-way clearing contracts, equipment contracts, or materials contracts if such contracts are utilized in the construction of the project. In fulfilling this responsibility, the Engineer shall prepare and submit to the Owner for approval a recommended list of qualified bidders to construct the project. Upon approval of such list by the Owner, the Engineer, in collaboration with the Owner, shall fix a date for the opening of bids for such contracts. The Engineer shall prepare and furnish to the qualified bidders the Plans and Specifications and Construction Drawings together with all necessary forms and other documents.

Section 14. The Engineer shall be available to each prospective bidder for consultation with respect to the details of the Plans and Specifications and all other matters pertaining to the preparation of the proposals for the construction of the Project or the supply of materials or services therefor. The Engineer, or a competent representative of the Engineer, shall attend and supervise all openings of bids for the construction of the Project or for the furnishing of materials or services therefor. In case fewer than three (3) bids are received for the construction of the Project or component parts of the Project, the Owner shall be notified immediately and such bids shall remain unopened unless permission is obtained from the Owner for the opening of such bids. If bids are opened, the Engineer shall carefully check and prepare detailed assembly unit price tabulations of all bids received, and shall render to the Owner all such assistance as shall be required in connection with consideration of the bids received so that contracts may be prudently and properly awarded in accordance with the policy and procedure prescribed by the Owner and the Administrator.

Section 15. If any change is to be made in the Plans and Specifications after the Construction Contract has been approved by the Owner and by the Administrator, if approval of the Administrator is required, the Engineer shall prepare and submit the necessary details for a contract amendment in accordance with the procedure prescribed by the Owner and the Administrator.

ARTICLE III

Staking

Section 1. The Engineer, with the approval of the Owner, shall determine when staking of the Project shall begin; provided, however, that the Engineer shall not commence staking until the Owner shall have certified that all right-of-way authorizations and easements reasonably required for the construction of the Project have been procured. The Owner shall furnish qualified persons to negotiate with landowners or tenants with respect to such right-of-way authorizations and easements and the locations of meter poles or service entrances. The Engineer shall proceed diligently with such staking and continue therewith in such manner as not to retard the progress of construction of the Project.

The staking shall be done in a thorough and workmanlike manner and in accordance with the latest

revision of the National Electrical Safety Code, applicable State codes, plans and specifications, and approved transmission line plan and profile sheets. The Engineer shall in no case stake lines other than those authorized by the Owner. The Engineer shall replace all stakes lost or removed prior to or during construction of the Project. All costs, including costs of stakes, equipment, and other material used in connection with the staking, shall be borne by the Engineer. All stakes shall be marked to show the pole number. Where practicable, all stakes shall be driven in such manner that the pole number shall be visible from the pole hauling truck when poles are being distributed. Each transmission structure stake shall be marked with the station number and the height and class of pole. Where it is probable that the Contractor will have difficulty in locating stakes, the Engineer shall drive a four-foot (1.2 m) building lath or equivalent in addition and adjacent to the stake. The Engineer shall give due consideration to the location of the consumer's load center and service termination in staking pole locations on or near the consumer's premises so that the service entrance cable or low voltage conductors to buildings will be as short as possible.

Section 2. The Engineer shall cause staking sheets or structure lists to be maintained in such form as the Owner shall require, on which shall be accurately entered all pertinent and useful information and directions concerning the construction of the Project. Five counterparts of the staking sheets or structure lists shall be supplied by the engineer to the Contractor and two copies shall be supplied to the Owner. When revisions in staking sheets or structure lists are necessary, the Engineer shall cause all copies of the staking sheets or structure lists to be corrected to reflect such revisions in the information or directions previously incorporated thereon.

Section 3. The Engineer shall prepare and submit to the Owner a report showing the quantity, kind, price, and extended total of all units of construction for each portion of the Project at the time such portion is released to the Contractor for construction.

Section 4. A competent resident engineer, with full authority to act for the Engineer, shall be maintained by the Engineer at the site of the Project at all times when staking is being performed..

ARTICLE IV

Construction Management

Section 1. The Engineer shall supervise the construction of the Project and shall make a diligent effort to ensure the expeditious and economical construction thereof in accordance with the Plans and Specifications and the terms of the Construction Contract or contracts and ensure that all specified environmental criteria are followed. The Engineer shall carefully inspect all materials and equipment prior to their incorporation in the Project and shall promptly reject those not in compliance with the Specifications. The Engineer shall also supervise and inspect the incorporation of the materials in the Project and the workmanship with which such materials are incorporated.. Such inspection shall be deemed to be adequate if a reasonable percentage of all construction units are inspected at the time of installation. The Engineer, as representative of the Owner, shall have sole responsibility for requiring the Contractor to perform the Construction Contract in accordance with its terms and the Plans and Specifications; and, in performing the duties incident to such responsibility, the Engineer shall issue to the Contractor such directives and impose such restrictions as may be required to obtain reasonable and proper compliance by the Contractor with the terms of the Construction Contract and the Plans and Specifications, in construction of the Project; provided that the Engineer shall not be required to exercise any actual control over employees of the Contractor. The term "supervise" when used herein shall not confer upon the Engineer responsibility for the Contractor's construction means, methods, or techniques. The obligations of the Engineer hereunder run to and are for the benefit of only the Administrator and the Owner.

Section 2. The Engineer shall measure ground resistance at all substation ground fields prior to bonding

the ground field to the substation structure. In addition, upon recommendation by the Engineer and authorization by the Owner, the Engineer shall measure the ground resistance at the following locations:

(a) At all transmission structures with overhead ground wire prior to the installation of the overhead ground wire.

(b) At all transmission structures with pole grounds prior to the installation of power conductor. The Engineer shall prepare a report of the ground resistance measurements mentioned above and submit such report to the Owner together with recommendations for changes, if any, required to ensure satisfactory operation. To the extent such changes are approved, the Engineer shall make appropriate changes in the Plans and Specifications in accordance with the provisions of Section 15 of Article II.

Section 3. The Engineer shall maintain at the site of the Project during the entire period of construction a competent resident engineer with full authority to act for the Engineer, unless specifically directed otherwise by the Owner in writing. When necessary to assure adequate inspection, one or more competent inspectors shall also be maintained when construction units are being installed or corrective work is being performed, the number of inspectors being subject to approval by the Owner. The Engineer shall report, in writing, defects in workmanship or materials to the Contractor and the Owner and shall instruct the Contractor to correct such defects immediately, in accordance with the terms of the Construction Contract. A resident engineer shall be present during the final inspection of completed construction.

Section 4. The Engineer shall test along lines, immediately after they have been energized, for objectionable radio interference. All cases of radio interference due to faulty construction of or defective equipment in the Project shall be reported to the Contractor for correction.

ARTICLE V

Final Documents

Section 1. The Engineer shall prepare and, within twenty (20) days after the completion of construction of the Project by the Contractor, submit complete and detailed final documents to the Owner for approval and to the Administrator for approval, if approval of the Administrator is required.

ARTICLE VI

Compensation

Section 1. The Owner shall pay the Engineer for the services performed hereunder as indicated in the attached Schedule A.

Section 2. The total compensation to be paid in connection with this Agreement shall not exceed

\$ _____ (_____ Dollars)

Section 3. Compensation payable to the Engineer under this Agreement shall be in addition to taxes or levies (excluding Federal, State and local income taxes) which may be assessed against the Engineer by any State or political subdivision directly on services performed or payments for services performed by the Engineer pursuant to this Agreement. Such taxes or levies, which the Engineer may be required to collect or pay, shall, in turn, be added by the Engineer to invoices submitted to the Owner pursuant to this Agreement.

Section 4. Interest at the rate of _____ percent (_____ %) per annum [percentage is not to exceed any applicable State usury laws] shall be paid by the Owner to the Engineer on all unpaid balances due the Engineer commencing thirty (30) days after the due date; provided that the delay in payment beyond the due date is not caused by any condition within the control of the Engineer. Such compensation shall be paid ten (10) days after the amount of interest has been determined by the Engineer and the Owner.

Section 5. Prior to the time when any payment shall be made to the Engineer pursuant to this Agreement, the Engineer, if requested by the Owner, shall furnish to the Owner, as a condition precedent to such payment, a certificate to the effect that all salaries or wages earned by the employees of the Engineer in connection with the Project, have been fully paid by the Engineer up to and including a date not more than fifteen (15) days prior to the date when such payment shall be made. Before the time when the final payment shall be made to the Engineer by the Owner, the Engineer shall also furnish to the Owner, as a condition precedent to such payment, a certificate that all the employees of the Engineer have been paid for services rendered by them in connection with the Project and that all other obligations which might become a lien upon the Project have been paid.

ARTICLE VII

Miscellaneous

Section 1. The Owner may at any time terminate this Agreement by giving notice to the Engineer in writing to that effect not less than ten (10) days prior to the effective date of termination specified in the notice. Such notice shall be deemed given if delivered or mailed to the last known address of the Engineer. From and after the effective date specified in such notice, this Agreement shall be terminated, except that the Engineer shall be entitled to receive compensation for services hereunder as provided in Section 2 of this Article VII.

Section 2. In the event that this Agreement at any time be terminated pursuant to Section 1 of this Article VII, the compensation which shall be payable to the Engineer by the Owner shall be computed so far as possible in accordance with the provisions of Article VI. To the extent that the provisions of Section 1 of Article VI cannot be applied because construction is incomplete at the effective date of such termination, the Engineer shall be paid for engineering services in respect of incomplete construction a sum which shall bear the same ratio of the compensation which would have been payable under the provisions of Section 1 of Article VI, if such construction had been completed, as the engineering services in respect of such incomplete construction bear to the engineering services which would have been rendered if construction had been completed.

If requested by the Owner, the Engineer shall submit to the Owner in duplicate a verified statement of actual expenses in respect of such incomplete construction. All compensation payable under this Section 2 shall be due and payable thirty (30) days after the approval by the Owner of the amount due hereunder.

Section 3. The Engineer shall have the right, by giving the Owner not less than thirty (30) days notice in writing, to terminate this Agreement if the Engineer shall have been prevented by conditions beyond the control and without the fault of the Engineer (a) from commencing performance of this Agreement for a period of twelve (12) months from the date of this Agreement, or (b) from proceeding with the completion of full performance of any remaining services required of the Engineer pursuant to this Agreement for a period of six (6) months from the date of last performance by the Engineer of other services required pursuant to this Agreement. From and after the effective date specified in such notice this Agreement shall be terminated, except that the Engineer shall be entitled to receive compensation for services performed hereunder, computed and payable in the same manner as set forth in Section 2 of this Article.

Section 4. Upon completion of the Project or termination of the Contract, the Engineer shall be obligated

forthwith to deliver to the Owner all maps, tracings, and drawings of the Project and all letters, documents, and other material, including all records pertaining thereto.

The term "Completion of the Project" shall mean full performance of all obligations under this Contract and all amendments and revisions thereof as evidenced by the approval of the final documents by the Owner and by the Administrator, if approval of the Administrator is required

Section 5. *The Engineer shall follow all applicable RUS rules and regulations.*

Section 6. *The Engineer shall prepare and execute in such form and detail as the Owner and the Administrator shall direct all estimates, certificates, reports, and other documents required to be executed by the Engineer pursuant to the terms of the Construction Contract or the Loan Contract, including progress reports of engineering services and reports of the progress of construction.*

Section 7. *The Engineer shall approve each monthly estimate of the Contractor prior to payment by the Owner. Such approval shall include a certification by the Engineer that all construction for which payment is requested has been completed in accordance with the terms of the Construction Contract and that all defective construction, of which the Contractor shall have received fifteen (15) or more days written notice, has been corrected. The Engineer shall also maintain at the site of the Project a cumulative inventory of all units of construction incorporated in the Project.*

Section 8. *The Engineer shall notify the Owner when the Project, or any section thereof, shall be ready to be energized. When requested by the Administrator, such notice shall also be given to the Administrator. The Engineer shall assist the Owner in causing the Project, or such section thereof to be energized.*

Section 9. *Insurance. The Engineer shall take out and maintain throughout the period of this Agreement insurance of the following types and minimum amounts:*

(a) Workers' compensation and employers' liability insurance, as required by law, covering all of the Engineer's employees who perform any of the obligations of the Engineer under the Agreement. If any employer or employee is not subject to the workers' compensation laws of the governing State, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

(b) Public liability insurance covering all operations under the Agreement shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

(c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$ 1 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

(d) Errors and Omissions (Professional Liability) Insurance in an amount at least as large as the maximum compensation specified in Article VI, Section 2, but not less than \$500, 000.

The Owner shall have the right at any time to require public liability insurance and property damage

liability insurance greater than those required in subsections "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the total compensation to be paid under this Agreement.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Engineer shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

The Engineer shall also follow the requirements of 7 CFR part 1788, RUS Fidelity and Insurance Requirements for Electric and Telephone Borrowers.

Section 10. *The obligations and duties to be performed by the Engineer under this Agreement shall be performed by persons qualified to perform such duties efficiently. The Engineer, if the Owner shall so direct, shall replace any resident engineer or other persons employed by the Engineer in connection with the Project. The Engineer shall file with the Owner and the Administrator a statement, signed by the Engineer, of the qualifications, including specific experience of each engineer and inspector assigned to the Project and the duties assigned to each.*

Section 11. *Approvals, directions, and notices provided to be given hereunder by the Administrator to the Engineer or the Owner shall be deemed to be properly given if given by any person authorized by the Administrator to give approvals, directions, or notices.*

Section 12. *The Engineer shall establish and maintain an office at the site of the Project, with telephone service where available, when staking or construction is in progress. Any notice, instructions, or communications delivered to such office shall be deemed to have been delivered to the Engineer.*

Section 13. *This Agreement may simultaneously be executed and delivered in two or more counterparts each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.*

Section 14. *The obligations of the Engineer under this Agreement shall not be assigned without the approval in writing of the Owner.*

Section 15. The Engineer shall comply with applicable statutes pertaining to engineering and warrants that _____ [Name of Engineer] who will be in responsible charge of the Project possesses license number _____ issued by the State of _____ on the _____ day of _____, _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Owner

ATTEST:

By: _____
President

Secretary

Engineer

ATTEST:

President Partner
[Strike out inapplicable designation.]

Secretary

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