

November 20, 2018

**TO PARTIES INTERESTED IN BECOMING A PRE-QUALIFIED OUTSIDE ELECTRICAL LINE CONSTRUCTION CONTRACTOR**

Reference: 2019 - 2020 Outside Electrical Line Construction Contract Signatory Documents

Dear Sir or Madam:

Chugach Electric Association, Inc. (Chugach) is seeking contractors who wish to become pre-qualified and eligible to bid on outside electrical line construction work during the 2019 and 2020 construction seasons. Contractors must be experienced in both overhead and underground outside electrical line construction.

Chugach reserves the right to secure individually bid projects prior to bid opening and specific pre-qualifications for a project, including but not limited to projects associated with steel pole or aluminum lattice towers, submarine cable, substations or instances where non-standard equipment, new technology or construction is involved.

Copies of the Chugach Outside Electrical Line Construction Contract (Contract) for the 2019 and 2020 construction period are available through Chugach's Distribution Construction Department or on Chugach's website, [www.chugachelectric.com](http://www.chugachelectric.com), under bid opportunities. If you are interested in performing work for Chugach, please sign and return two copies of the Contract, including the below-referenced submittals to the Distribution Construction Department, Chugach Electric Association, Inc., 5601 Electron Drive, P.O. Box 196300, Anchorage, AK 99519-6300. One (1) signed original contract will be returned to you after Chugach completes the document review process, provided that the qualification requirements are met in their entirety.

Please note that subcontractor bonding is at the discretion of the Contractor for whom the subcontractor works. Chugach will not require subcontractor bonds in addition to the Contractor's bond. Also, please note the Contract allows Chugach the option to extend the Contract beyond 2020.

**Evaluation of the time and materials portion of this Contract to determine the "Day Labor" contractor will commence on December 13, 2018. Please ensure that your contract is turned in no later than DECEMBER 12, 2018 at 5:00 p.m. to be part of this evaluation.**

When submitting qualifications for the 2019 - 2020 Outside Electrical Line Construction Contract, the following information is a mandatory requirement for your submittal to be considered. Items 1, 2 and 11 will need to be updated by the end of January 2019 and again by the end of January 2020.

1. Original and one (1) copy of the bond document.
2. Original and one (1) copy of each insurance certificate required.
3. Resumes of all proposed superintendents and foremen indicating involvement in current projects.
4. A list of electric utility outside electrical line construction projects completed by Contractor in Alaska in the last three (3) years.
5. A copy of Contractor's current financial statement including balance sheet and income statement.
6. An inventory of outside electrical line construction equipment (vehicles, tools, etc.) available for this work. This is to include equipment number, description, year and make. Please note if equipment is to be rented.
7. A list of Contractor's REA (now called RUS), municipal and investor-owned outside electrical line construction experience.
8. Copies of Contractor's Alaska Business License, Alaska Contractor's License and company-employed resident Alaska Electrical Administrator's License (Unlimited Linework Category) with proof that administrator is employed by the Contractor.
9. Contractor's written plan including personnel and telephone numbers for responding to and cleaning up of hazardous material discharges as required in Paragraph 25 of the Contract. If this work is being subcontracted, please identify the contractor, personnel, and provide telephone numbers.
10. Contractor's list of key personnel designated for after-hours project follow-up and emergency response including business, home, cellular and pager numbers.
11. ***For 2019:*** A copy of Contractor's year 2017 OSHA 300 (summary page only) plus 2017 Recordable Incident Rates. Contractors pre-qualified in 2018 will also be required to subsequently furnish a copy of a year 2018 OSHA 300 (summary page only) plus 2018 Recordable Incident Rates to receive any bid packages released after January 1, 2019.

**For 2020:** A copy of Contractor's year 2018 OSHA 300 (summary page only) plus 2018 Recordable Incident Rates. Contractors pre-qualified in 2019 will also be required to subsequently furnish a copy of a year 2019 OSHA 300 (summary page only) plus 2019 Recordable Incident Rates to receive any bid packages released after January 1, 2020.

12. Except as specifically noted above, it will be necessary for you to provide us with all of the above documents as a precondition for consideration for your qualification to perform work under Chugach's 2019 – 2020 Outside Electrical Line Construction Contract and to receive bid packages.

All contractors submitting documents should allow at least seven (7) calendar days for Chugach to review submittals. Additional review time will be required for incomplete submittals. Chugach will provide a written explanation for any submittal deficiency correction requirements.

Please be advised that your ability to bid on projects issued in 2019 is dependent upon the timeliness of your submittal. Additionally, any outstanding issues regarding the previous year's construction that have yet to be resolved may delay your ability to become pre-qualified under the 2019 - 2020 Contract.

All projects bid by Chugach on or after January 1, 2019, will be performed under the 2019 – 2020 Outside Electrical Line Construction Contract.

If you have any questions, please call Shelly Schmitt at (907) 762-4628.

Sincerely,

CHUGACH ELECTRIC ASSOCIATION, INC.

*Ron Vecera for Ron Vecera*

Ron Vecera

Senior Manager Risk Management and Administrative Services

*11/20/18*

RV:SS/lj

### Contractor's Check-Off List for Contract Submittal

For your convenience this form has been provided to assist you in ensuring all documents are submitted to Chugach.

- ☐ Page iv (Exhibit N, page 87) – *Chugach Electric Association, Inc. Outside Electrical Line Construction Contract 2019 - 2020, Notice to Bidders*
- ☐ Pages 1 to 2 – Section 3, *Organization of Contractor, Items A through E*
- ☐ Page 3 – Section 4, *Qualifications of the Contractor*
- ☐ Pages 29 to 32 – *Contractor Labor and Equipment Rates for Time and Material Projects for 2019 and 2020*
- ☐ Pages 44 and 45 – *Section 57, Notice*
- ☐ Page 46 – *Signatures*



OUTSIDE ELECTRICAL  
LINE CONSTRUCTION  
CONTRACT  
2019 - 2020

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*\*Exhibits marked with an asterisk (\*) are example forms and may subsequently be modified by Chugach without notice during the period of this contract.*

CHUGACH ELECTRIC ASSOCIATION, INC.  
OUTSIDE ELECTRICAL LINE CONSTRUCTION CONTRACT  
2019 - 2020

NOTICE TO BIDDERS

The Generation and Outside Agreements between Chugach and IBEW Local No. 1547 contain certain restrictions upon subcontracting by Chugach. Copies of the pertinent sections of those agreements are attached as Exhibit N. Chugach will determine on a case-by-case basis whether those restrictions apply to particular projects and communicate its determinations in specific Invitations to Bid.

Please identify in the space provided below those union contracts, if any, to which you are presently signatory or to which you are willing to sign a compliance agreement.

NOTE: It is not a requirement that you are presently a signatory to a union contract or are willing to sign a compliance agreement in order to be eligible for pre-qualification; however, all contractors must sign this certification.

Presently, signatory to the following union contracts (state if none):

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Willing to sign compliance agreements as to the following union contracts (state if none):

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PLEASE CHECK ONE OF THE FOLLOWING OPTIONS:

- \_\_\_\_\_ The undersigned will comply with the provisions of Chugach's Generation and Outside Agreements contained in Exhibit N when determined by Chugach to be applicable under federal labor law to the projects for which it submits bids.
- \_\_\_\_\_ The undersigned will not bid on any projects which Chugach has determined are subject to any of the restrictions contained in the provisions of Chugach's Generation and Outside Agreements contained in Exhibit N.

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Company

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Title

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Signature

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Date

OUTSIDE ELECTRICAL LINE CONSTRUCTION CONTRACT  
BETWEEN  
CHUGACH ELECTRIC ASSOCIATION, INC.  
AND

\_\_\_\_\_  
(Contractor)

WHEREAS Chugach desires to include the Contractor on its list of pre-qualified bidders for Chugach outside electrical line construction projects (the "Work") in 2019 and 2020, and

WHEREAS the Contractor desires to be able to bid on such projects, and

WHEREAS the parties desire agreement on the terms and conditions under which specific projects shall be performed if Chugach accepts any bid by the Contractor,

IN CONSIDERATION of their mutual promises, the parties hereby agree as follows:

GENERAL

1. SCOPE - This Contract does not obligate the Contractor to bid on any Chugach project, nor does it obligate Chugach to award any project to the Contractor except as set out in Paragraph 28 below, Bids and Project Contract. The Contract defines the relationship between the parties in the event the Contractor is awarded a project.
2. TERM - This Contract shall apply to all Chugach projects awarded between January 1, 2019 and December 31, 2020 and shall remain in effect for those projects until acceptance by Chugach unless earlier terminated as provided in this Contract. The Contract may be renewed annually at the option of Chugach.
3. ORGANIZATION OF CONTRACTOR

Contractor is a(n):

A. \_\_\_\_\_ Sole proprietorship

Name and address of owner:

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

B. \_\_\_\_\_ Partnership

Names and addresses of owners:

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

## C. \_\_\_\_\_ Joint Venture

Names and addresses of owners:

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## D. \_\_\_\_\_ Alaska Corporation

Is corporation in good standing? \_\_\_\_\_ (y/n)

Names and addresses of officers:

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## E. \_\_\_\_\_ Foreign (non-Alaska) Corporation

Does corporation have Certificate of Authority to do business in Alaska? \_\_\_\_\_ (y/n)

Names and addresses of officers:

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Proposals by partnership or joint venture shall list the full names and addresses of all partners or joint venture members and shall provide, if requested by Chugach, a copy of the Partnership or Joint Venture Agreement when submitting a proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature listed in Paragraph 57 (Notice). Satisfactory evidence of the authority of any signatory, on behalf of the Contractor, shall be furnished.

If a proposal is submitted by a partnership or joint venture, then either 1) all members of the partnership or joint venture must be pre-qualified bidders or 2) all members of the partnership or joint venture which are not pre-qualified bidders may not collectively perform more than twenty-five percent (25%) of the electrical or directly related electrical work unless otherwise stated in the Invitation to Bid.

If a bid bond is required, it may be submitted in the name of one or more pre-qualified bidders who are members of the partnership or joint venture.

Chugach's decision as to whether a partnership or joint venture satisfies the requirements set forth in this Section 3 is a matter of determining bidder responsibility which shall be decided subject to Chugach's sole and exclusive discretion. Chugach's decision as to such matters shall be final and binding upon all bidders.

If the Contractor is a corporation, the place of incorporation shall be stated in the proposal and, if requested by Chugach, the Contractor shall furnish with the proposal a Certificate of Good Standing.

#### 4. QUALIFICATIONS OF THE CONTRACTOR

The Contractor warrants that it is duly licensed and bonded as an electrical contractor in the State of Alaska with Contractor's License Number \_\_\_\_\_; that its Electrical Administrator (outside line work) category is \_\_\_\_\_ (name) with Administrator's License Number \_\_\_\_\_, issued on \_\_\_\_\_ (date); that it is experienced in and capable of performing any project on which it bids; and that its financial condition is sufficiently sound to permit it to complete in a timely manner any project on which it bids. The Contractor will immediately inform Chugach of any changes to the above items.

These warranties are material to Chugach's entering into this Contract and failure to satisfy any of these qualifications may result in contract cancellation and Contractor's removal from the bid list.

#### 5. CONSTRUCTION TOOLS AND EQUIPMENT

- A. The Contractor will furnish all necessary construction tools and construction equipment. Contractor's vehicles and equipment shall be identified with a unit number on the outside of the vehicle.
- B. Chugach will not loan nor sell equipment or tools to any Contractor for a project being constructed under this Outside Electrical Line Construction Contract (OELCC).

#### 6. MEETINGS, CONFERENCES AND DAILY NOTICE OF WORK IN PROGRESS

- A. A pre-bid conference will only be held for projects when stated in the Invitation to Bid letter.
- B. A preconstruction conference will be held for each project bid under the OELCC, unless otherwise stated in the Invitation to Bid letter. Depending on the scope of the Work and the size of the project, the preconstruction meeting will be held in Chugach offices or in the field. Attendance required: Contractor or Contractor's Superintendent or Foreman. At Chugach's request, participation shall also include other individuals such as subcontractors.
- C. A representative of the Contractor and subcontractor(s), if applicable, shall attend weekly construction progress meetings unless stated otherwise in the Invitation to Bid letter.
- D. The Contractor shall furnish information specified on the Contractor Daily Work Status Form (Exhibit Q) to the Distribution Construction Section. Information shall be furnished daily no later than 8:00 a.m., Monday through Friday throughout the time period of this Contract. If the Contractor has no crews working he shall indicate this on the form.
- E. Furnishing information on this form DOES NOT fulfill the Contractor's obligation to notify Dispatch when the Contractor is working within ten feet (10') of energized lines or on poles carrying energized lines (Paragraph 22.A). The Contractor MUST notify Chugach Dispatch as required in Paragraph 22, Protection of Persons and Property.

**7. SUBCONTRACTS**

- A. The Contractor may not subcontract more than twenty-five percent (25%) of the electrical or directly related electrical work unless otherwise stated in the Invitation to Bid.
- B. The Contractor that is the apparent low bidder for a project to be constructed under this Contract shall, within five (5) days of issuance of the Notice to Proceed Letter or execution of a subcontract (whichever is earlier), provide the following information for all subcontractors which the Contractor intends to use at any time on the project:
  - 1) Name
  - 2) Business Address
  - 3) Alaska Business License Number
  - 4) Contractor's License Number
  - 5) All union contracts to which the subcontractor is signatory
- C. If any part of the work is to be performed by a subcontractor the terms and conditions of this Contract shall apply to such subcontractor. No approval of a subcontract shall relieve the Contractor from any of its obligations or liabilities under this Contract.

**8. CERTIFICATE OF FITNESS**

Electrical work covered under this Contract which includes construction, maintenance, alteration and repair of transmission lines, distribution lines and substations, including the operation of vehicles which are an integral part of the aforementioned activities, will be performed by journeyman wireman electricians, wireman operators and their apprentices, journeyman communications and electronic technicians, technician operators and their apprentices, journeyman lineman, lineman operators, ground people and their apprentices, cable splicers and related workers. Such employees will possess a Certificate of Fitness for electrical work when such certificates are required by 8 AAC 90.160, 8 AAC 90.165 and 8 AAC 90.170. These requirements do not extend to clerical, engineering or supervisory personnel of the Contractor.

**9. CONTRACTOR ELECTRICAL ADMINISTRATOR: LOCAL OFFICE**

- A. The Contractor agrees that it will retain as an employee of the Contractor throughout the terms of the Contract, an Electrical Administrator licensed in the Unlimited Line work Category as specified under 12 AAC 32.055.
- B. The Contractor shall maintain a local office in either the Municipality of Anchorage or the Mat-Su Borough until all Work is completed on any project(s) performed/bid under this Contract. The Contractor's daily operation (personnel resourcing, equipment, equipment maintenance, office administration, supervision and project management) shall be conducted from an Anchorage office.

**10. CONTRACTOR PERFORMANCE**

- A. Chugach will evaluate the Contractor's performance on each project as soon as possible after completion of each project and a copy of the evaluation will be furnished to the Contractor. The evaluation will be performed utilizing the form shown in Exhibit H.
- B. If, as a result of the evaluation or for acts or failure to act by the Contractor including those described in Paragraph 10.C below, the Contractor's performance is determined to have been unacceptable to Chugach; or if, in the opinion of Chugach, remedial action is

appropriate to protect the interests of Chugach and/or the public, Chugach may exclude the Contractor from bidding on subsequent projects, remove the Contractor from the bidder's list, and/or refuse to allow the Contractor to apply for prequalification for future Outside Electrical Line Construction Contracts. The Contractor will be informed in writing of any such remedial action and the reasons therefore.

- C. By way of example and not as a limitation, Chugach may exercise its right to take remedial action including any and all of those actions described in Paragraph 10.B above. This also includes use of retaining and/or enforcement of performance bond where the Contractor has failed to pay timely its subcontractors and suppliers or union pension funds, and Chugach has received claims or threats of claims or liens with respect to that work regardless of whether any claims or liens are recorded, perfected, or enforced against Chugach. In the event that Chugach declines to prequalify a Contractor for those reasons, the Contractor may apply for prequalification under special conditions applicable to that Contractor to be agreed upon by Chugach and the Contractor, which conditions may include the posting of a payment bond by that Contractor as a precondition to bidding on any particular project.

## 11. BONDS

- A. The Contractor shall provide bonds underwritten by a bonding company authorized to write bonds in the State of Alaska, countersigned by an Alaskan resident bonding agent or broker whose company is acceptable to Chugach as follows:
- 1) A Bid Bond (Exhibit R) in the amount specified will only be required on projects when specified in the Invitation to Bid. A certified check made payable to Chugach in the same amount may be substituted for a Bid Bond. If the Contractor's bid is not one of the three lowest bids submitted, the bond or check will be returned promptly to the Contractor. If the Contractor's bid is among the three (3) lowest, the bond or check may be held by Chugach for up to sixty (60) calendar days following the bid opening or the date a project is awarded and accepted, if earlier. If the Contractor is awarded a project and does not accept the award or fails to furnish a project schedule and performance bond in the specified time frame, Chugach may enforce the bond or retain the check.
  - 2) The Contractor shall provide a Bond covering performance and payment (as shown in Exhibit A) in the minimum amount of \$200,000 at the time of execution of this Contract. The Contractor shall not be allowed to proceed on a project unless the Bond amount is equal to or exceeds the amount of the project and all other uncompleted projects of the Contractor. It is expressly agreed that said performance bond is: (1) intended to cover claims or disputes arising out of the Contractor's failure to pay subcontractors or vendors and (2) intended to cover contract changes arising out of the change order (ICOR) process.
  - 3) All bonds required under this Contract shall be issued by bonding companies authorized to do business in the State of Alaska and rated A: VIII or better in the most recent edition of Best's Reports.
  - 4) In the event a project is suspended at the sole direction of Chugach the Contractor may apply for a reduction in the bonding amount for the project, subject to considerations particular to each project on a case-by-case basis and further subject to restoration once the work resumes.

## 12. FAMILIARITY WITH CONDITIONS

- A. The Contractor shall carefully examine the site of the proposed Work and the plans, staking sheets, specifications and drawings before submitting a Bid. The submission of a Bid shall be an admission that the Contractor has made such examination and is satisfied with the conditions to be encountered in performing the Work and with the requirements and accuracy of the Contract Documents.
- B. Chugach assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or employees prior to the execution of the Contract.
- C. When soils boring data is provided in the Contract Documents the Contractor shall assume responsibility for any conclusions it may draw from such data. The Contractor shall be responsible for obtaining and analyzing additional data as it may require and shall be responsible for conclusions drawn from that information.
- D. By submitting a bid the Contractor declares that it has carefully examined the Contract Documents, that it has full knowledge and understanding thereof, and that it has investigated the site and is satisfied with the conditions affecting the Work, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, physical conditions at the site including all existing utilities, the conformation and conditions of the ground and/or soil, the character of equipment and facilities needed preliminary to and during execution of the work. The Contractor further declares that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all prior exploratory work, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve the Contractor from responsibility for determining properly the difficulty or cost of successfully performing the Work.

## 13. SPECIFICATIONS

- A. The Contractor shall perform all Work on a project in strict accordance with RUS Bulletins 1728F-803, 1728F-804, 1728F-806, 1728F-810 and 1728F-811; Chugach Construction Standards; Chugach Electric Services Requirements (residential and commercial (small and large general service); unit descriptions attached as Exhibit B; and the Contract Documents for the project.
- B. The Contract Documents consist of the 2019 – 2020 Outside Electrical Line Construction Contract and any amendments, addenda and exhibits thereto; Initiator Change Order Request(s) (ICORs); Contract Bid Invitations/Requests; Contractor Bid(s); Contractor Qualifications; Work/Project specifications, drawings, descriptions, staking sheets, switching orders and other work definition documentation; and Notice(s) to Proceed.
- C. The following order of precedence shall apply where there are specific written conflicts between documents provided to the Contractor:
  - 1) Approved Initiator Change Order Request(s) (ICORs)
  - 2) Addenda issued during the bidding process



- 3) Drawings furnished with the Invitation/Request to Bid
- 4) Special provisions furnished with the Invitation/Request to Bid
- 5) General provisions furnished with the Invitation/Request to Bid
- 6) Staking Sheets furnished with the Invitation/Request to Bid
- 7) Chugach Construction Standards and Chugach Approved Materials List
- 8) REA/RUS Specifications and Drawings and REA/RUS List of Materials
- 9) Outside Electrical Line Construction Contract – 2019 - 2020
- 10) Descriptive project narratives intended to provide a general overview of the project to interested bidders

#### 14. MATERIAL

- A. The Contractor shall furnish only new materials included in the list of Chugach Approved Materials which are current and published as of the date the project is released for bid, unless otherwise noted in the bid documents (see Exhibit U for current list).
- B. Chugach will supply only the material listed in the request for bids. For each project, the Contractor shall take possession of the material supplied by Chugach within ten (10) days of the Notice to Proceed (unless stated otherwise in the Invitation to Bid) at Chugach's International Road Warehouse, Building C, located at 5601 Electron Drive, Anchorage, Alaska in accordance with the Warehouse Procedures attached as Exhibit G and shall sign a receipt for all material received. If required, Chugach will notify the Contractor of an alternate delivery location. The Contractor and a Chugach Warehouse representative shall inspect the material as packed, crated or otherwise delivered at the time of delivery and accept responsibility for the visible condition of the material by signing the receipt. The Contractor shall also accept responsibility for the transportation of the material to the job site and security at the job site. All shortages, visible damages and/or defects noted at the time of transfer of custody shall be listed on the receipt and submitted to Chugach. The Contractor shall perform an inspection of the material before it leaves Chugach's Warehouse area. The Contractor shall, no later than five (5) days prior to the date of the scheduled installation of the material, provide Chugach with a written statement of any subsequent shortage, damage and/or defects not apparent until uncrating or unpacking occurred. Any claims by the Contractor relating to alleged shortages, damages and/or defects in Chugach-furnished material must be made through the ICOR process (Paragraph 36) within ten (10) days of discovery by the Contractor but not less than five (5) working days prior to the scheduled date of installation of the material. It shall be the Contractor's responsibility to provide adequate means for loading and transporting owner-furnished materials. This includes cranes, slings, hoists and equipment operators to transfer equipment and material from its storage location to the transport vehicle. Chugach will provide an operator and a forklift capable of lifting up to 10,000 pounds for loading materials. The Contractor is then solely responsible for the security, protection and maintenance of said materials until the Work is completed and accepted. All Chugach-furnished material not used to construct the project or retirement material designated by Chugach shall be promptly returned to Chugach within ten (10) days of Contractor demobilization at the project site in accordance with the Warehouse Procedures (Exhibit G) upon completion of the project or it will be charged to the Contractor at the current warehouse price plus 15% overhead. Unless specified in the Invitation to Bid, salvaged material or equipment is to be disposed of by the Contractor. The Contractor will receive no additional compensation for disposing of and/or returning material to the warehouse.

- C. Any material purchased by the Contractor and used in construction of a project must be purchased outright on behalf of Chugach with no right, title, or interest remaining in the seller of the material or the Contractor.
- D. All guarantees of materials and workmanship running in favor of the Contractor that affect a project constructed under this Contract shall be transferred and assigned to Chugach prior to final payment.
- E. Contractors prequalified under this Contract will be furnished three (3) hand-held portable radios to be utilized by the Contractor for the duration of this Contract. Each of these radios shall be equipped as described in Exhibit O. These radios will be furnished with the necessary transmit and receive frequencies.

Upon termination of the Contract, these radios, including accessories identified in Exhibit O, shall be returned to Chugach with a certification by a qualified servicing agency that the radios and associated accessories are in good working condition. Radios not returned at the termination of the Contract will be billed to the Contractor at Chugach's current replacement cost. The Contractor shall be responsible for all costs to certify the radios.

The Contractor shall be responsible for ensuring that these radios are available only for Chugach projects requiring switching activity. Additional radios required by the Contractor to comply with the switching requirements specified in Paragraph 24 shall be agreed to in writing by Chugach and arrangements to obtain additional radios are to be made with Chugach at least twenty (20) Chugach working days in advance of planned switching.

The Contractor is responsible at all times to ensure that at least one Chugach radio is available for each project being constructed by the Contractor under this contract.

## 15. WORKMANSHIP

The Contractor warrants that neither workmanship nor materials used in construction of a project are defective. If workmanship or materials prove to be defective during construction or within two (2) years after the date of acceptance of the project by Chugach, following issuance by Chugach of the final completion inspection report as required by Paragraph 41, unless otherwise specified in the Invitation to Bid letter, the Contractor shall replace or remedy the defect at the Contractor's sole expense. The Contractor shall make the repair or replacement within thirty (30) calendar days of notification of the defects by Chugach unless otherwise stated in the notification. Further project payments will be reduced by the amount attributable to the defect until any defects the Contractor has been notified about have been remedied. If the Contractor does not remedy the defect within thirty (30) calendar days of notification, or within the time specified in the Notice, Chugach may remedy the defect and the Contractor shall be liable for the cost thereof.

## 16. TIMELINESS

- A. When stated in the Invitation to Bid, the Contractor submitting the low bid shall submit a performance schedule within five (5) working days of the date of the notice of intent to award. The schedule shall include manpower loading and cash flow, and shall be structured in accordance with the scope of work as shown on the bid sheets. It shall include information of sufficient detail to allow progress assessments. The schedule,

after acceptance by Chugach, shall be followed. Schedule changes must be mutually agreed to in writing. Failure to notify Chugach two (2) working days prior to an intended Contractor schedule change, as well as the failure by the Contractor to meet the project completion date as specified in the Notice to Proceed, or any interim performance deadlines, shall constitute a breach of this Contract and shall also entitle Chugach to exclude the Contractor from future Invitations to Bid.

- B. Upon issuance of the Notice to Proceed for the project, on the form attached as Exhibit C, the Contractor shall begin the Work on any project within the time period specified in the Invitation to Bid, shall meet all interim performance deadlines as provided for in the Invitation to Bid, special provisions or as furnished in the schedule, and shall complete the work within the time specified. If the progress of the Work falls behind schedule at any time, the Contractor shall, upon written notice from Chugach, take all such actions as are necessary and appropriate to bring the Work back into compliance with the schedule within three (3) days of the date of written notice. The failure of Chugach to give such notice shall not relieve the Contractor of its obligations to complete the Work within the time and in the manner specified in the Notice to Proceed and to meet all interim performance deadlines. Time is of the essence in projects performed under this Contract. Any delay in Contractor's performance of the Work may cause damage to Chugach. The parties agree that in the event the Contractor is delayed in completion of the Work or in the performance of any interim deadlines for reasons other than those described in C. and D. below, the Contractor shall pay the amount specified in the Invitation to Bid to Chugach as liquidated damages and not as a penalty.
- C. If the Contractor is delayed in starting or completing work on a project because of a breach by Chugach of any of its duties hereunder to the Contractor, the Contractor's sole and exclusive remedies shall be (1) an extension of time for completion commensurate with the actual extent of the delay actually caused by such breach and (2) direct and documented field expenses including increases in field expenses actually paid or incurred.
- D. Neither party shall be considered in default in the performance of its obligations under this Contract to the extent that the cause is beyond its reasonable control (*force majeure*), including without limitation acts of God; acts or omissions of governmental authorities or other parties; sanctioned strikes, lockouts, or other industrial disturbances; acts of public enemy; war; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; earthquakes; tsunamis; and any other similar events, acts or omissions. A strike or lockout resulting solely from conduct by the Contractor, which conduct is also a breach of an obligation of the Contractor to Chugach under the terms of this Contract, shall not be deemed to have been beyond the reasonable control of the Contractor excusing timely performance of the Contract. If either party is delayed in the performance of its obligations due to the occurrence of a *force majeure* event as defined above, the party's sole and exclusive remedy shall be an equitable extension of time for performance equal to the delay caused by such *force majeure* event. The Contractor shall not be entitled to damages for any delay caused by a *force majeure* event as defined above.
- E. Where the Contractor can demonstrate by clear and convincing evidence that an unsanctioned strike or unsanctioned job slowdown has been caused solely by the conduct of Chugach bargaining unit personnel acts during working hours, and where Chugach has failed to exercise reasonable efforts to control the conduct of such personnel, the

Contractor may recover, in addition to an extension of time for completion as set forth in Paragraph 16.D, direct and documented field expenses, including increases in field expenses actually incurred as a result of the conduct of such personnel.

- F. To be eligible for an extension of time for completion or for recovery of actual direct field expenses under Paragraphs 16.C or 16.E above, the Contractor must make a written request to Chugach for the extension or recovery of field expenses within ten (10) calendar days of the onset of the delay or alleged breach by Chugach, respectively, under the procedure in Paragraph 36. The request shall include the nature of the delay and its expected duration and a statement of the amount of field expenses sought to be recovered. No extension shall be effective unless approved by Chugach in writing. If the Contractor fails to submit this request within ten (10) days as stated above, the Contractor relinquishes all claims to any time extensions and field expense recovery.
- G. Contractor shall be further deemed to have waived any claims for an extension of time for completion and field expense recovery unless, within thirty (30) days after the date of giving the ten (10) day notice referenced in Paragraph 16.C above, Chugach receives in writing from the Contractor a statement of the claim with documentation and calculations showing how the claim was derived.

Chugach shall provide a substantive response to the Contractor's statement of claim within fifteen (15) days of receiving sufficient information in support of the Contractor's claim. If Chugach has not received sufficient information with the statement of claim, it shall so notify the Contractor within fifteen (15) days of the need for additional information. The Contractor's failure to supply the additional requested information shall be deemed to be an agreement to accept Chugach's evaluation of the claim based on the information previously provided.

#### **17. COMPLIANCE WITH ORDINANCES, STATUTES, REGULATIONS AND PROCEDURES**

- A. The Contractor shall comply with all applicable Municipal, State and Federal ordinances, statutes, rules and regulations pertaining to its work on a project, including REA/RUS Bulletins and Chugach Construction Standards and inspection procedures in effect at the time of bid. Copies of these documents will be provided to the Contractor upon request.
- B. The Contractor shall comply with Chugach's Migratory Bird and Raptor Mitigation and Nesting, Injury and Death Reporting Procedure (Exhibit Z). Specifically, the Contractor shall not move, possess, or carry a Protected Bird, as defined in that Procedure or disturb the nest of a Protected Bird except as provided in Paragraph IV.A. of that Policy. All Work around Protected Bird nests on, in, or around Chugach facilities shall be coordinated with the Director, Substation and Line Operations. Further, the Contractor is to immediately notify the Director, Line Operations and Maintenance Division, when observing any deceased or injured Protected Bird or bird nest on, in, or around Chugach facilities. The Contractor shall also notify the Director, Line Operations and Maintenance Division of any locations on Chugach's facilities where Protected Birds congregate, perch or nest.
- C. The Contractor represents that it is in compliance with any applicable laws, regulations and orders with respect to equal employment opportunity and either has heretofore provided or will provide to Chugach the certifications and representations regarding

equal employment opportunity that Chugach may be required to obtain under such laws, regulations and orders.

- D. The Contractor shall comply with all applicable State and Federal safety standards, including but not limited to all training requirements as set forth by Federal OSHA in 29 CFR 1910.269 and State of Alaska Department of Labor (OSHA) 8 AAC 61.010 Subchapter 01, General Safety Code. The Contractor shall also comply with the Chugach Safety Manual in effect at the time of the Work.

## 18. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

Except as otherwise provided in A.S. 45.45.900, the Contractor shall indemnify, save harmless and defend Chugach, its officers, agents and employees from any and all liability including, without limitation, all costs, damages, attorney's fees and expenses for all actions and/or claims including, without limitation, claims for contribution or indemnification resulting from deaths, injuries, loss or damages arising directly or indirectly as a result of any error, omission, act or failure to act on the part of the Contractor and/or any of its subcontractors directly or indirectly employed or utilized by the Contractor or otherwise involved in the preparation for and/or the performance of this Contract or any project awarded hereunder including, without limitations, suppliers, mechanics, material men, sureties and insurers.

## 19. INDEPENDENT CONTRACTOR, AGENCY, SUBCONTRACTORS

- A. The Contractor agrees to perform the Work described in this Contract as an independent Contractor and not as a subcontractor, agent, or employee of Chugach.
- B. Nothing in this Contract shall be interpreted to make the Contractor the agent of Chugach or Chugach the agent of the Contractor.

## 20. INSURANCE

- A. During the term of this Contract and any project awarded to the Contractor hereunder, the Contractor will at its sole expense secure, maintain and file annually with Chugach, proper and acceptable evidence of the following described insurance:
- 1) Worker's Compensation Insurance and Employer's Liability Insurance in compliance with the laws of all applicable states including USL&H and the Jones Act (if applicable to the Work) and any other coverage that may apply where the Work is performed covering all employees engaged in the performance of the Work specified in this Contract and any project hereunder, with the following limits:

### Employer's Liability

- a. Bodily Injury by Accident - \$500,000 each accident
- b. Bodily Injury by Disease - \$500,000 each employee
- c. Bodily Injury by Disease - \$500,000 policy limit

### Maritime Employer's Liability (if applicable):

- a. Bodily Injury by Accident - \$500,000 each accident
- b. Bodily Injury by Disease - \$500,000 policy limit

- 2) Commercial General Liability Insurance including blanket Contractual, Property Damage and Independent Contractors Personal Injury, and Products-Completed Operations Liability Insurance with coverage at least as broad as Insurance Services Office form number CG 0001 (Edition 10 01) and minimum limits as follows:
  - a. Each Occurrence Limit - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability;
  - b. Personal and Advertising Injury Limit - \$1,000,000;
  - c. Products-Completed Operations Aggregate Limit - \$2,000,000;
  - d. General Aggregate Limit (Other than Products-Completed Operations) - \$2,000,000. This policy shall be endorsed to have the General Aggregate limits apply on a “per project basis.”
- 3) Automobile Liability Insurance covering owned, non-owned and hired vehicles with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability resulting from any one accident. Coverage shall be written on standard ISO form CA 00 01 (Edition 10 01) or other form providing equivalent coverage.
- 4) Excess/Umbrella Liability Insurance in an amount not less than \$4,000,000 Combined Single Limit for any one occurrence and \$4,000,000 Annual Aggregate. This policy is to provide no less than the same coverage described in Sub-Paragraphs 1, 2 and 3 above and is to be in excess of required primary limits of liability. If the Contractor’s excess liability insurance is provided by Associated Electric and Gas Insurance Services Limited (AEGIS), the AEGIS excess liability claims-first-made policy form 8100 is acceptable but must include an endorsement providing a three-year extended reporting/discovery period.
- 5) Builder’s Risk (Course-of-Construction) Insurance in an amount, on a project-specific basis, not less than the full Contract amount (plus Owner/Chugach-supplied materials) through final acceptance by Chugach. This insurance shall include the interests of the Owner (Chugach), the Contractor and subcontractors in the Work and shall insure on an “all risk” basis; however, not including for the perils of earthquake and flood. Coverage shall be provided at the Work site, for off-site storage of materials, transit, and through commissioning, including both cold testing and hot testing (where applicable).
- 6) Aircraft Liability Insurance (if aircraft are owned or chartered and used in the Work performed under this Contract) for both bodily injury and property damage and including passenger legal liability insurance in the combined minimum single limit of \$5,000,000.
- 7) Marine Liability Insurance (Protection and Indemnity including excess collision coverage) if watercraft are owned or chartered and used in the performance of the Work under this Contract, for both bodily injury and property damage in the combined minimum single limit of \$5,000,000.
- 8) Marine Vessel Pollution Insurance (if watercraft are owned or chartered and used in the performance of the Work under this Contract) in the combined minimum single limit of \$1,000,000.

- B. As a condition of initial and continuing prequalification for the Contract period the Contractor shall furnish original certificates of insurance on an ACORD form (sample attached as Exhibit BB), including Addendum, evidencing compliance with the requirements of this Paragraph 20 (with the exception of Sub-Paragraphs 5, 6, 7, and 8). Certificates or other Proof of Insurance for Sub-Paragraphs 5, 6, 7, and 8 shall be provided by the Contractor prior to inception of the Work and will comply with all other requirements of Paragraph 20. The Contractor shall also furnish copies of all insurance policies evidencing the insurance required under this Paragraph 20 prior to bidding on or performing any Work under this Contract or any Work Orders issued hereunder.
- C. All insurance required under this Contract shall be issued by insurance companies authorized to do business in the State of Alaska and rated A-/VII or better in the most recent edition of Best's Insurance Reports.
- D. The minimum policy limits required in this Paragraph 20 are in addition to defense costs for all applicable policies.
- E. The Contractor's obligation to procure and maintain the insurance required in Paragraph 20.A, subparagraphs 1-8 and Paragraph 20.B and 20.C above is not in derogation of, nor in substitution for Contractor's obligation to protect, defend, indemnify and save Chugach harmless under those provisions or under Paragraph 18, it being understood that the Contractor's obligations to protect, defend, indemnify and save Chugach harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.
- F. Chugach shall be listed as additional insured on the Contractor's policies for all liability insurance required under the terms of this Contract (including Completed Operations) except Worker's Compensation Insurance.
- G. Each policy of insurance shall provide that a minimum of thirty (30) days prior written notice shall be given to Chugach in the event of cancellation and/or amendments to the policy/policies which adversely change the coverage, scope or amount of the policy/policies and/or coverage provided thereunder.
- H. The "other insurance" clause of the policy/policies evidenced by the Certificates shall be interpreted to make it/them primary to any insurance policy/policies maintained by Chugach which might otherwise be applicable.
- I. All insurance policies shall be endorsed or shall include a statement that waives any right of recovery of the insurer against Chugach because of payment made by the insurer arising out of Work under this Contract.
- J. The Contractor waives all rights of recovery from Chugach for any claims, losses or expenses paid or incurred under the Contractor's insurance required by this Contract, and any premiums paid or incurred by the Contractor to comply with this Contract's insurance requirements.
- K. All liability policies including excess/umbrella liability policies shall provide a severability of interest (cross liability) clause covering claims made by one insured against another.
- L. Contractor and its subcontractors shall not commence the shipment of equipment or materials nor commence work at the work site until all of the insurance that the

Contractor is required to provide is in force and the necessary certificates as required in subparagraph C above have been received and accepted by Chugach.

- M. All Contractor-owned or rented tools and equipment employed for the performance of Work under this Contract and not intended to be incorporated into structures or Work to which this Contract applies shall be brought to and kept at the work site at the Contractor's sole cost, risk and expense; and Chugach shall have no liability for loss or damage thereto.
- N. Chugach reserves the right to require the Contractor to provide additional insurance in amounts and/or coverage in addition to those required in subparagraphs 20.A-K above on a project-by-project basis. These requirements will be identified in the Invitation to Bid or Task Orders issued under this Contract.
- O. Where the Contractor is constructing "applicant construction" projects for third parties under Rule 8, Section 8.9 of Chugach's Operating Tariff, Chugach shall also be listed as an additional insured on the Contractor's policies for the purposes of satisfying the applicant's responsibility for insurance under Section 8.9(a)(7) of the Tariff.

This can be accomplished by providing a separate insurance certificate for each Applicant project to be constructed, naming Chugach as an additional insured and identifying the Applicant project by name.

Or, on the insurance certificate submitted for pre-qualification under the OELCC, it shall state that Chugach is a named insured on all Applicant projects constructed by the Contractor where Chugach will assume ownership of the facilities constructed upon the applicant completing his requirements under the line extension contract.

## 21. RELEASE OF LIENS

When specified in the Invitation to Bid and upon completion of a project, but prior to final payment to the Contractor, the Contractor shall deliver to Chugach a waiver and release of all liens and rights to claim any lien from all manufacturers, material men and subcontractors furnishing services or materials for the project, provided however, in the case of a claim by such person which is disputed by the Contractor, a bond in the form and amount satisfactory to Chugach and sufficient to discharge such claim may be substituted for such release. A certificate by the Contractor shall be provided specifying that all labor used in or for the project has been paid and that all such releases have been submitted to Chugach prior to final payment. Such release and certificate shall be in the forms attached as Exhibits V and W. Should any liens on a project resulting from the Contractor's actions or inaction not be discharged by the Contractor prior to or at project completion, Chugach may elect to discharge the liens up to the amount of and from the funds as yet not paid to the Contractor. The Contractor shall indemnify Chugach for any claim or payment due to a lien arising from the Contractor's actions.

Where not specified in the Invitation to Bid, the Contractor's obligation to certify that all manufacturers, material men and subcontractors furnishing services or materials have been paid shall be satisfied with the Certificate of Completed Construction form provided in Exhibit D. Contractors who fail to satisfy the terms of this Paragraph will be subject to immediate suspension from bidding on subsequent projects under the remaining Term of this Contract and shall be further subject to a minimum one year suspension from all bidding on Chugach projects.



**22. PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall at all times take all reasonable precautions for the safety of employees performing work on a project and of the public and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America unless such instructions are incompatible with Federal, State or Municipal laws or regulations. All Contractor personnel and vehicles transporting personnel shall be clearly marked with the Contractor’s business name or business logo. Failure to comply with these rules when performing work for Chugach may result in the Contractor’s termination under this Contract.

The following provisions shall not limit the generality of the above requirements:

- A. The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon or within ten feet (10’) of energized lines or greater clearance as may be required by OSHA/NESC or upon poles carrying energized lines until Contractor has notified Chugach’s Dispatch Center.
- B. The Contractor shall conduct the construction of the project to cause the least possible obstruction of public or private access way
- C. The Contractor shall provide and maintain all guard lights, barricades and other protection for the public as required by applicable statutes, ordinances and regulations or by local conditions.
- D. The Contractor is responsible for taking all necessary measures to protect and control traffic during the life of the project including but not limited to furnishing, erecting, maintaining, replacing, cleaning, moving and removing any traffic control devices required to ensure the safety of the traveling public and all administrative responsibilities necessary to implement these measures.

The Contractor shall keep the entire project in such condition that traffic will be accommodated safely. Traffic control devices and services shall be provided and maintained by the Contractor both inside and outside the project limits both day and night as needed to facilitate traffic flow and control. Any temporary closure of residential, commercial or street approaches requires the prior approval of Chugach in addition to the MOA and State. The Contractor shall provide access through the project for emergency vehicles. All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the Contractor. The Contractor shall maintain all roadways, pedestrian and bicycle facilities within the project limits and construct and maintain all approaches, crossings, intersections and other features as may be necessary throughout the life of the project.

- E. The Contractor shall protect Chugach facilities and other utility facilities, either overhead or underground, in the Project Area. The Contractor shall also protect all survey control points in the Project Area. In the event that any utility facilities or survey control points are damaged in the course of the Project, the Contractor shall, at its own expense, restore any or all of such damaged property immediately to as good a state as before such damage occurred. Survey control points, both survey monuments and lot corners, must be replaced by a land surveyor registered in the State of Alaska.

- F. The Contractor shall limit its movement within the easement so as to cause as little damage as possible to property and shall endeavor to avoid marring the land. Access restrictions marked on the plans provided with the Invitation to Bid shall be observed. Damage claims resulting from the Contractor's actions in violation of easement restrictions or outside the easement are the responsibility of the Contractor. All fences that are opened or moved during the construction of the project shall be replaced in as good condition as they were prior to construction.
- G. A Project, from the commencement of Work to completion, or to such earlier date or dates when Chugach may take possession and control in whole or in part as hereinafter provided, shall be under the control of the Contractor. All risks in connection with the construction of the project and the materials used therein shall be borne by the Contractor, including owner-furnished material after it has been received and accepted by the Contractor. The Contractor shall make good and fully repair all damages to a Project.
- H. Any and all excess earth, rock, debris, underbrush and other such material including trash shall be removed by the Contractor from the site of the Project as rapidly as practicable as the Work progresses and disposed of in accordance with all applicable Municipal, State and Federal laws. The Contractor shall not burn or bury debris or other material within the Project Site.
- I. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, the Work site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction, and the Work of the Owner and of other contractors. Where the Contractor is setting up a staging area (materials storage, material assembly, vehicle storage, job shack, etc.) on private property at or adjacent to the Work location, the Contractor shall secure advance written permission from the owner of record or the owner's legally authorized representative.
- J. The Contractor shall perform all Work in a manner to maximize the preservation of natural beauty, to conserve natural resources, to minimize marring and scarring of the landscape, to prevent the silting or injury to streams or other water bodies, and to prevent improper disposal of waste materials or Hazardous Materials to the environment.
- K. The Contractor shall submit to Chugach within twenty-four (24) hours reports in duplicate of all Contractor accidents occurring at the Project Site or in connection with the project, and shall provide such additional data as may be requested by Chugach.
- L. The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without notification from Chugach. The Contractor shall promptly notify Chugach whenever any property owner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of Chugach before proceeding in any such case.
- M. The Contractor will furnish prior to the commencement of underground construction proof satisfactory to Chugach of compliance with requirements of highway and road authorities having jurisdiction including, without limitation, the furnishing of a bond or other guarantee and approval by such authorities of the equipment and methods of construction and repair to be used by the Contractor.

- N. The Contractor shall be responsible for locating, shoring and protecting all utility and customer-owned facilities in the Project Area. All shoring of Chugach facilities requires prior approval by Chugach or the impacted utility if other than Chugach. While every effort has been made to reflect the location of Chugach facilities on the drawings, it shall be the Contractor's responsibility to obtain locates from all the utilities or entities having facilities in the project area. After the field locations are made by the respective utilities and before starting construction, the Contractor shall determine the physical location of the facilities by exposing all of the utility facilities that are within two feet (2') in all directions of its actual work area unless specified otherwise.
- O. The Contractor is responsible for securing all energized facilities either newly installed or being reconstructed, up to and including the meter base, from unauthorized contact by the public or unqualified workers.
- P. Prior to commencement of Work, the Contractor shall furnish Chugach with the Contractor's project-specific written Health, Safety and Environmental (HSE) Plan which shall at a minimum include the following:
- 1) The Contractor's Work Hazard Assessment and Mitigation Plan associated with Work activities, materials and equipment that may be utilized or encountered by the Contractor which could present a health, safety or environmental hazard to the Contractor's employees or others at the Work site;
  - 2) Contractor's list of Material Safety Data Sheets (MSDS) and Safety Data Sheets (SDS), which shall be available at the Work site;
  - 3) Contractor's Energy Isolation Plan;
  - 4) Contractor's employees' Personnel Protective Equipment (PPE) required;
  - 5) Contractor's Emergency Response Plan;
  - 6) Contractor's Hazardous Material/Hazardous Waste Mitigation and Response Plan.

A sample HSE worksheet is included as "Exhibit AA."

Chugach's receipt of the Contractor's written HSE does not constitute approval of the HSE or acceptance of responsibility by Chugach for the Contractor's obligations to plan and execute the Work in a manner that ensures the working safety of the Contractor's personnel or the public or the general safety of Chugach's personnel who may be at the Work site. Chugach specifically does not waive the Contractor's obligations to comply with Federal, State and Municipal laws or regulations as well as applicable safety manuals or safety codes implied or specifically cited in this Contract.

## 23. SWITCHING

- A. It is the intent of Chugach that the Contractor will perform all switching necessary to perform the Work associated with the project except as specified otherwise in this Contract or as may be modified in writing in the Invitation to Bid or by written change order. The Contractor should prepare bids and plan on performing the required work based on the following procedure to be utilized in project switching:
- 1) Switching specifically under the responsibility of the Contractor is as follows:
    - a) Under the direction of the Power Control Center, the Contractor will only perform switching within the project boundaries as defined in the Contract Documents.

The Contractor shall perform all field switching at voltages of 24.9 kV and below which must be performed to accommodate Contractor construction.

- b) The Contractor shall make certain that all existing facilities owned and operated by Chugach and located within the project boundaries are maintained in a reliable and prudent manner. All circuits and devices, which were in existence prior to the project and designated not to be operated or energized, shall have a Red Clearance. All of the circuits and devices, which may be operated or energized, shall be maintained in an operable and sanitary condition for use by Chugach.

The Contractor shall make certain that all new facilities being installed but not yet transferred to and operated by Chugach and located within the project boundaries are maintained in a reliable and prudent manner. Special care shall be taken to prevent unauthorized operation and energization of new equipment. Such care shall consist of locks, tags or other means as determined by the Contractor, which will clearly indicate to Qualified non-Contractor personnel that the subject equipment and circuits are under construction and not available for use.

Contractor personnel taking clearances and performing switching on the Chugach power system shall be certified by Chugach. Certification may be obtained by successful completion of the course, "Certification for Chugach Electric Clearance and Switching Procedures." Successful completion includes attending the Chugach course and passing an examination. Clearances shall be issued and accepted only by the field crew foreman in charge of the project for which he is requesting the clearance. The Contractor's general foreman or superintendents shall not hold clearances for crews under their supervision. No switching shall be performed on the Chugach power system without prior coordination with a designated Chugach project representative or site representative and the Power Control Center. The Contractor will not energize new or existing primary facilities in the absence of the Chugach site representative or a written order. In addition, the contractor shall not work on energized live front equipment without prior written authorization from Chugach.

The Contractor's Foreman may hold multiple clearances for a specific work location if required; however, the Foreman cannot hold clearances for more than one job location.

- 2) All switching shall be performed in accordance with the procedures outlined in Chugach's Safety Manual. In addition to the requirements of the Safety Manual, the Contractor shall:
  - a) Release all hot line orders when no more work is performed or at the end of each work day unless Chugach Dispatch has authorized the hot line order to remain in effect for an extended period of time. If Chugach dispatch has authorized the hot line order to remain in effect for an extended period of time, the Foreman shall inform Chugach Dispatch of any telephone numbers at which the Foreman and/or his/her supervisor can be contacted. The Foreman shall ensure that his/her supervisor is aware of the project's status and can act on his/her behalf in regard to hot line order releases if required.
  - b) Have the Foreman holding a hot line order remain at the job site while the hot line order is in effect. If Chugach Dispatch has authorized the hot line order to remain in effect for an extended period of time, the Foreman shall not leave the job site

until work has been completed for the day, the Contractor's crews have left the job site and the Foreman has notified Chugach Dispatch that the Contractor is no longer working at the job site.

If the Contractor's Foreman does not release a hot line order as specified above, Chugach may take the following action:

- 1) First Non-Release: Written notification will be given to the holder of the clearance and his/her present employer (Contractor).
- 2) Second Non-Release (within twelve (12) months of the first occurrence): Written notification will be given to the holder of the clearance and his/her present employer (Contractor) and the individual will be suspended from the Certified Switchman list for five (5) working days.
- 3) Third Non-Release (within twelve (12) months of the first occurrence): Written notification will be given to the holder of the clearance and his/her present employer (Contractor) and the individual's certification as a Switchman will be revoked for twenty (20) working days and the individual must be re-certified.

It will be the Contractor's responsibility to ensure that a Foreman assigned to a job is eligible to receive hot line orders.

For hot line orders requested 48 hours or more in advance, Contractors are requested to confirm that the hot line orders are in place by 1500 (3:00 p.m.) on the day preceding the day switching is required.

- B. If a Contractor has a project that requires switching or hotline orders, he must provide his job site foreman a radio that is compatible with Chugach's frequency. This radio may only be used to talk to the Power Control Center, or the Chugach Inspector/Site or Project Engineer. Each day for every project that the Contractor has Contractor switching activity scheduled, the crew foreman will establish radio contact with the Power Control Center in advance of planned switching activity to confirm radio communications are adequate. The Contractor must comply with FCC Rules and Regulations, Chugach Operating Policy No. 020, Exhibit L, and Chugach Two-Way Radio Standard Operating Policy No. 025, Exhibit M, while using Chugach's frequency.
- C. The Contractor will also be responsible for the following:
- 1) The make-up and installation of all jumpers and/or fuses required to energize new primary underground or overhead system improvements or line extensions or to re-energize existing facilities;
  - 2) Phasing of all new equipment and new circuits installed in existing equipment;
  - 3) Energizing secondary services. This will include the following:
    - a) New overhead or underground services;
    - b) Transferring overhead drops between weatherheads;
    - c) Conversions from overhead to underground;
    - d) Traffic load centers.

- D. Chugach's system is presently energized and will remain energized during construction unless otherwise noted in the Invitation to Bid. Some connections may require installation on energized circuits. During the construction of the project, the nature of the Work may require that portions of the existing system be de-energized. The Contractor shall organize and plan the Work so that associated project-related scheduled outages are held to a minimum and shall provide Chugach with three (3) Chugach working days advance notice. Scheduled outages will be granted at the convenience and discretion of Chugach. All details of the Work to be performed during outages shall be planned well in advance of the scheduled date and submitted to Chugach for approval. The Contractor shall submit a Request for Switching (Exhibit T) electronically a minimum of three (3) Chugach working days before switching for the outage is required directly to Chugach Dispatch Center. The Contractor shall indicate the Request for Switching on the Contractor Daily Work Status form. If an outage has been granted by Chugach and is withdrawn by Chugach within this period, the Contractor will be entitled to a time extension equivalent to the time lost, but not more than three (3) calendar days, and to compensation for actual documented project-related costs incurred due to the outage cancellation.
- E. Switching operations specifically under the responsibility of Chugach personnel are as follows:
- 1) All switching associated with the Chugach transmission system including lines, substations and switchyards; (Transmission is defined as voltages 34.5 kV and above.)
  - 2) All switching necessary for Chugach to remove a distribution substation from service;
  - 3) All switching involving the opening or closing of distribution substation feeder circuit breakers or reclosers;
  - 4) All distribution switching outside the project boundaries;
  - 5) Switching determined to be critical to the operation of the power system as stated in the Invitation to Bid or as agreed to in the pre-construction conference or subsequent weekly project meetings;
  - 6) Any distribution switching necessary during a Chugach system emergency when declared by the Power Control Center;
  - 7) Any distribution switching that will result in making or breaking a parallel between two different substation transformers.
- F. Although Chugach crews will make every effort to complete their switching in a timely manner, unforeseen delays may occur. Chugach will endeavor to complete switching by 09:30 a.m., Monday through Friday. No additional compensation will be made to the Contractor unless the Contractor is delayed more than one (1) hour per switching order.

It is the Contractor's responsibility to plan the Work on a project well enough in advance to allow for unexpected delays.

Chugach switching required by the Contractor and requested for completion prior to 09:30 a.m., Monday through Friday, or any switching required on Saturday, Sunday or other Chugach holidays will be charged on the following schedule:

Minimum charge: 4 man-hours @ \$105.00 = \$420.00

Charges are based on the minimum call-out of two (2) hours. If switching cannot be accomplished within this time frame or if more than two (2) switchmen are required to perform the switching, the Contractor will be billed at \$105.00 per man-hour. In no case will the Contractor be billed for switching performed during normal working hours.

Chugach will furnish one copy of switching orders to the Contractor before switching takes place.

## 24. SUPERVISION

- A. The Contractor shall provide construction management and supervision by a superintendent and/or general foreman competent in overhead and underground outside electrical line construction and who shall be available at all times during working hours when construction is being performed. Communications to the superintendent, general foreman or foreman shall be deemed communicated to the Contractor. The Contractor shall provide Chugach with a current list of superintendents and general foreman.
- B. Chugach personnel are neither authorized nor obligated to coordinate or direct the Contractor's work or schedule. Chugach reserves the right, however, to request schedule changes, when required by system operations. No additional compensation will be authorized unless the change is requested less than seventy-two (72) hours prior to the scheduled work. Chugach may also request changes in the Work as provided in Paragraph 36.

## 25. ENVIRONMENTAL PROTECTION AND COMPLIANCE

- A. The Contractor shall at all times during the performance of the Work give all notices under and comply with all applicable or relevant Federal, State and Local environmental laws, ordinances, statutes, permit conditions, rules, regulations and agency guidance documents and interpretive memoranda including without limitation those related to environmental reporting, cleanup and protection.
- B. The contractor shall provide, onsite during all construction activities, a currently trained Alaska Certified Erosion and Sediment Control Lead (AK – CESCL). The AK-CESCL individual shall have the authority to implement, inspect and maintain Best Management Practices (BMP's) in accordance with the project Storm Water Treatment Plan (SWTP) or Storm Water Pollution Prevention Plan (SWPPP).
- C. The Contractor shall at all times during the performance of the Work comply with all Environmental Laws relating to the generation, handling, transportation, storage, treatment, or disposal of Hazardous Materials. Contractor is responsible for the proper handling, transportation, storage, treatment or disposal of Hazardous Materials and any other waste materials. Contractor shall notify Chugach of all spills of Hazardous Materials that arise out of, result from or otherwise pertain to Contractor's performance under this Contract. The following definitions apply:
  - 1) Hazardous Materials—Hazardous Materials mean oil; petroleum; other hydrocarbons; other hazardous, toxic, contaminated or polluting materials, substances, chemicals or wastes; including without limitation "hazardous substances," "hazardous pollutants,"

“hazardous wastes,” “toxic substances” (including without limitation polychlorinated biphenyls), or similar materials under Environmental Laws.

- 2) Environmental Laws—Environmental Laws mean any Federal, State or Local law, regulation, or ordinance that (1) imposes liability for or requires remediation of releases to the environment of Hazardous Materials, or (2) regulates the generation, handling, transportation, storage, treatment, or disposal of Hazardous Materials, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, The Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, and the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*), Alaska State statutes; regulations, and orders, including but not limited to AS 46.03, AS 46.04 and AS 46.09, local laws, regulations and/or ordinances.

D. Hazardous Materials Response:

- 1) Response Plan—Any Contractor who generates, handles, stores, transports, treats or disposes of Hazardous Materials that could result in the release of Hazardous Materials to the environment shall submit to Chugach prior to commencing the Work a written plan to respond to and clean up discharges of any such Hazardous Material. Such plan shall include provisions for complying with Alaska Regulation, Article 3, 18 AAC 75.300-.396 and shall include:
- a) Specification of spill cleanup materials to be maintained at the Work site;
  - b) Names of the Contractor’s/subcontractor’s personnel assigned to this Work that have received the training specified by the federal Occupational Health & Safety Administration in 29 CFR § 1910.120(e);
  - c) The name of the Contractor’s spill coordinator for the Work.

Contractor’s submission of its spill plan to Chugach does not relieve the Contractor of the responsibility to assure that its plan is acceptable to the appropriate regulatory agencies and is in compliance with all applicable rules, orders, regulations and statutes of governmental bodies. Chugach shall not be responsible for determining the adequacy or securing regulatory approval of the Contractor/subcontractor plans.

- 2) Training—The Contractor shall conduct worker awareness training as required by 29 CFR § 1910.1200(h).
- 3) Material Safety Data Sheets (MSDS) and Safety Data Sheets (SDS)— Upon request, Chugach shall provide the Contractor with material safety data sheets and safety data sheets for all materials furnished by Chugach that may contain Hazardous Materials.

## 26. PATENT INFRINGEMENT

The Contractor shall indemnify Chugach from any and all claims, suits and proceedings for infringements of any patent covering any Contractor-furnished materials or equipment used in connection with a project.



**27. CHUGACH FACILITIES**

The Contractor shall not work on any Chugach facilities unless authorized by Chugach in writing. Violation of this provision shall be grounds for termination of this Contract.

**BIDDING****28. BIDS AND PROJECT CONTRACT**

A. Chugach will make available to the Contractor an Invitation to Bid and Bid Sheet (forms attached as Exhibits E and F) for each project to be bid under this Contract. Bids will be kept sealed until all bids received are opened at a time and place determined by Chugach. Exhibit F must be completed and signed by the Contractor and submitted with its Invitation to Bid Sheet. The project will be awarded to the lowest responsive, responsible bidder provided it demonstrates it can complete the project on schedule and meets the criteria otherwise specified in the Contract Documents. The Contractor may substitute its own bid sheet only if all of the following conditions are met:

- 1) The units submitted on the Contractor's computer-generated bid sheets are to be the exact units and quantities in the same order as listed on Chugach's bid sheets.
- 2) Each page of the bid sheet will have a page total as shown on Chugach's issued bid sheets.

B. A project bid is to be submitted to Chugach in a sealed envelope and is to be clearly marked to indicate the identity of the bidder and the project for which the bid is being submitted.

If bids are being submitted for multiple projects, each project bid proposal is to be furnished in an envelope separate from any other project bid proposal envelope.

C. Official receipt location for bids submitted will be the Administrative Services Security Desk on the first floor of the Chugach Headquarters building at 5601 Electron Drive, Anchorage, Alaska. The official date and time received for bids will be the date and time stamped by the stamp clock located at the Security Desk. Bids tendered at any other location or by any other date or time method will be rejected unless the official date and time stamp clock is not functioning. Depending on staff available during the 12:00 p.m. to 1:00 p.m. time period, bids tendered during this established lunch period may not receive date and time stamping until approximately 1:00 p.m.

Bids will be considered received for date and time purposes if they have been stamped at the Security Desk location prior to the opening time as stated on the Invitation to Bid or any subsequent Addendum. For example, bids to be opened at 2:00 p.m. must have the time stamped prior to 2:00 p.m. that day. In this example, bids stamped 2:00 p.m. or later will be considered late and returned unopened to the bidder. To the extent possible bid proposal envelopes are to be stamped in the presence of the bidder's representative.

Envelopes that contain documents resulting in a thickness that prevent insertion in the stamping machine will have a date and time stamped label affixed to the front outside of the envelope by Chugach.

For multiple project bid openings at the same date and time each bid proposal envelope must be separately dated and time stamped.

- D. Bids/Proposals are to be returned unopened to the submitting Contractor if the date/time stamp clock shows a date and time equal to or later than the date and time specified in the Invitation to Bid or any subsequent addenda.
- E. A bidder may increase or decrease its bid price up to a date and time earlier than the date and time of bid opening specified in the Invitation to Bid or any subsequent addenda by one of the following means:
  - 1) Bidder shall request return of its bid package, make changes to its bid documents and resubmit its bid as specified in Section C above.
  - 2) Bidder shall request return of its bid package, indicate in ink on the outside of its bid envelope the bid units to be changed (quantity and/or cost), and change in total cost of its bid, sign the outside of its envelope below the change and resubmit its bid as specified in Section C above.
- F. Bids shall remain the property of the bidder up to a date and time earlier than the date and time of bid opening specified in the Invitation to Bid or any subsequent addenda. A bidder may, without penalty, withdraw its bid up to a date and time earlier than the date and time of bid opening specified in the Invitation to Bid or any subsequent addenda.

Bids become the property of Chugach at the date and time specified in the Invitation to Bid or any subsequent addenda and will not be returned to bidders.
- G. Chugach reserves the right to define and waive irregularities, to accept or reject any or all bids, in whole or in part, for any or no reason, and to rebid or cancel the solicitation in its entirety. The Contractor's attention is especially called to the desirability of proper balance between prices for labor and materials and between total prices for the respective Construction Units. Lack of such balance may be grounds for rejecting the bid.
- H. Each bid submitted by the Contractor shall be a firm offer, binding for thirty (30) calendar days from the bid opening date unless otherwise stated in the Invitation to Bid. Unless otherwise stated in the Invitation to Bid or previously agreed to in writing if the Notice to Proceed is issued after thirty (30) calendar days the Contractor must notify Chugach within three (3) calendar days of issuance if it rejects the project, otherwise the Contractor's offer remains binding. Upon written acceptance by Chugach the Bid Form and the Invitation to Bid will become part of this Contract.
- I. Chugach shall not be responsible for and shall not pay any costs for the Contractor associated with bid preparation and/or submittal for projects awarded, delayed, suspended, rebid or cancelled.
- J. The Contractor shall specify in the bid submittal any and all exceptions to be taken by the Contractor to any of the contract terms and conditions of the Contract Documents. Exceptions requested after bid submittal may result in bid rejection and no contract award to that Contractor. This includes intended material substitutions.

Contractor-initiated alternative bid proposals will be considered at Chugach's discretion. The Contractor shall submit alternative proposals as exceptions to the bid documents as

released by Chugach. The alternate proposal shall clearly identify deviations from the base bid and the benefits to the project.

Notwithstanding the foregoing, Chugach reserves the right to reject as non-responsive any bid proposal that does not conform to the Terms, Conditions and Specifications of an Invitation to Bid.

- K. Bids will be opened in a public setting at the time and place announced in the Invitation to Bid. Bids will be opened, reviewed for general conformance to the Invitation to Bid, and then submitted to the appropriate review personnel for a unit-by-unit evaluation as well as any analysis of exceptions that may be taken. Bid results will be posted as soon as practical after evaluations have been completed.
- L. At any time during the term of this Contract, Chugach reserves the right to implement a computer-based bid solicitation and submittal system. The Contractor agrees to install or allow Chugach to install on the Contractor's IBM compatible computer a software compiled bid submittal program developed by Chugach. The Contractor further agrees to utilize this program to submit both a compact disc (CD) of the bid proposal as well as a computer generated hard copy of the information contained in the bid proposal.
- M. Pre-bid conferences will be scheduled on a project-by-project basis as stated in the Invitation to Bid. Pre-bid attendance will not be mandatory unless stated in the Invitation to Bid.
- N. Once Invitations to Bid have been issued all requests for project clarification and/or bid clarification must be addressed in person at the pre-bid conference or directed in writing to the Administrative Services Department. Addendums will be issued to all Contractors. Chugach reserves the right not to respond to project clarification requests received less than 24 hours, including weekends and holidays, before the bid date and time.
- O. The Contractor will not be allowed to participate as a bidder in connection with an Invitation to Bid or any other bid process associated with a project that is bid under the Contract if the Contractor or an affiliate thereof has provided, or is contracted to provide, to Chugach design services in connection with the project that is the subject of such bid. Any bid submitted by the Contractor in contravention of the preceding sentence shall be subject to immediate rejection by Chugach and any project award to the Contractor resulting from any such bid shall be null and void. In addition to the proceeding in this Paragraph 28.O, the Contractor shall comply with any conflict of interest rules that may apply under federal, state, county and/or municipal laws and regulations applicable to the specific bid process and/or the specific project

## 29. UNIT PRICES

Unless otherwise stated in the Invitation to Bid and provided for in the related plans and specifications, the Contractor will make all bids on a unit basis in the number and combination supplied by Chugach. Unit descriptions are set out in Exhibit B for specifications, drawings and other documents as applicable. Bids shall be based on the completed project as indicated in the Contract Documents and drawings. At the time bids are being requested the Contractor shall seek written clarification for those instances where the Contractor believes work may be required which is not associated with a specific bid unit.

Chugach specifically reserves the right at any time to secure lump sum bids for any project on a case-by-case basis.

### 30. DISCREPANCY IN UNIT PRICES

Where the unit prices in the Contractor's Proposal are separated into columns designated as "Labor," "Materials" and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

### 31. CHANGE IN QUANTITIES

The Contractor understands and agrees that the quantities called for in Contract Documents are approximate and that the total number of units upon which payment shall be made shall be as set forth in the inventory when work is completed. If the quantities of any major bid unit specified are reduced by more than twenty-five percent (25%) and the total aggregate amount of all quantity change reduces the initial total contract amount by more than ten percent (10%) a new unit price for the affected unit may be negotiated. A major bid unit is one in which the extended (total quantity) cost of the bid item exceeds ten percent (10%) of the initial total contract amount. Except when Chugach is unable to give the Contractor reasonable notice of an increase in quantities and where as a demonstrated consequence the Contractor is otherwise unable to maintain the same economies of scale as in the base bid unit amount, the quantities of any unit price item specified may be increased as much as twenty-five percent (25%) with no negotiated adjustment in Contractor price. Chugach reserves the right to negotiate economies of scale at any time when initial contract quantities are increased by more than ten percent (10%) in a bid unit.

To the extent adequate documentation can be otherwise maintained and to assist in the reduction of paperwork, adjustments in quantities to address minor reconciliations not in dispute will be done with a single ICOR at the completion of a project. Arrangements to reconcile quantities not in dispute will be by prior mutual agreement between the Contractor and Chugach.

### 32. TIME AND MATERIALS

As Chugach determines a need for any of the services listed below, it will prepare and issue a Task Order authorizing the Contractor to perform in accordance with the specifics of the Task Order and the terms and conditions. No Task order shall be considered complete, the Work accepted, or payment authorized unless and until all required documentation has been provided to Chugach.

Required documentation shall include time sheets showing the names of personnel and the hours worked, number and type of equipment and hours utilized, and receipts for meals, lodging and transportation, if applicable. Additionally, materials and tools issued to the Contractor shall be accounted for and/or have been returned to Chugach's Warehouse and the Contractor must provide a Warehouse Clearance Form.

Drawings, if required by a Task Order, shall be prepared in Chugach's standard format. All Task Orders issued hereunder and Chugach's Operations Division shall provide direction of the Task Order effort.

The Contractor may, at times, be requested to perform Work as described below on a time and material basis:

- A. Emergency Restoration Service—The Contractor shall furnish personnel, equipment, tools, materials and vehicles to provide emergency restoration services for damaged Chugach transmission and distribution facilities (the “Work”) in accordance with the requirements of Task Orders assigned by Chugach. Services shall be provided on an on-call/same day response basis and is subject to Chugach’s direction. Chugach shall have prior corrective action approval and shall provide final inspection of the Work.

When Work is assigned, Contractor personnel shall report to the Operations Division located in Building C, 5601 Electron Drive. At the completion of the Work the Contractor’s personnel shall report to Chugach’s Operations Division. Chugach shall provide all required material to make repairs. Material and tools not used shall be returned to Chugach’s Warehouse upon completion of the work. The Contractor shall provide battery-powered lights, chain saws and Extend-o-sticks for each Contractor’s crew in addition to standard line tools and equipment.

Each Contractor shall work with the assistance of a Chugach employee assigned to that crew. Chugach’s personnel will provide system maps, switch cabinet books and other documentation necessary to complete the Work. The Contractor’s crew(s) will be required to regularly advise Chugach’s Power Control Center (Dispatch) of their location (to be identified by substation feeder, grid, street address, and/or subdivision lot and block). In addition, contact with Dispatch must be made upon determining the extent of damage at a location before repairs are made. Any switching necessary to isolate facilities so repairs can be completed shall be done under the direction of Chugach’s Dispatch. Re-energization of facilities after repairs have been completed shall only be done under the direction of Chugach’s Dispatch Department using a radio issued to the Chugach employee assigned to the crew.

- B. Minor Project Support—Chugach may assign Work under time and materials, not limited to minor subdivision cable replacement, minor NESC corrections, conduit pre-installs, non-emergency maintenance and minor relocations.
- C. New Services, Seasonal Influx—The Contractor shall furnish personnel, equipment, tools, materials and vehicles to provide the installation of new services, new service corflo burials, service upgrades, and distribution facility upgrades in conjunction with new services and service upgrades in accordance with the requirements of Task Orders assigned by Chugach. All Work is to be completed in accordance with Chugach’s Construction Standards and with Chugach-approved materials. Services shall be completed within five (5) days of notification by Chugach and are subject to Chugach’s direction. Chugach shall have prior corrective action approval. Chugach shall provide for the final inspection of the Work.

When the Work is assigned, the Contractor’s personnel shall report to the Operations Division location in Building C, 5601 Electron Drive. The Contractor is to provide all materials for secondary installations. Chugach shall provide materials needed for distribution facility upgrades in conjunction with new services and service upgrades. Material issued by Chugach that is not used shall be returned to Chugach’s Warehouse upon completion of the corresponding Task Order. The Contractor shall provide all incidental tools in addition to standard line tools and equipment.

Chugach personnel will provide location maps, service order or job order, material list, drawings, permits and other documentation necessary to complete the Work. Any switching necessary to complete an assigned Task Order shall be done at the direction of Chugach's Dispatch and in accordance with Chugach's Dispatching and Clearance Procedures. Contact and communication with Chugach's Dispatch will be made using a Chugach radio.

- D. Safety Watch—The Contractor shall furnish staff, equipment, materials and vehicles to provide Safety Watch services (the "Work") in accordance with the requirements of assigned Task Orders and the specifications of the Chugach Electrical Facility Clearance Requirements document.

Service shall be provided on an on-call/same day response basis and is subject to Chugach's direction. Chugach shall have prior corrective action approval and shall provide final inspection of the Work.

Safety Watch services may include:

- 1) *General Safety Watch*—The Contractor shall provide escort service for unqualified personnel working in the vicinity of electrical equipment or lines; ensure unqualified personnel are informed of and comply with safety rules and proper procedures for working adjacent to electrical lines or equipment; and remain on guard and observe Work being performed in the vicinity of electrical lines or equipment to prevent hazardous conditions from developing.
- 2) *Underground Cable and Conduits*—During construction and/or maintenance activity occurring adjacent to Chugach's underground cable and conduits by unqualified personnel the Contractor will perform a General Safety Watch (as defined above), perform minor handling of cable and conduits, provide for minor mechanical support of cables and conduits, perform hand digging to expose cable and conduits, perform minor backfilling (shading) around exposed cable and conduit, ensure cable and conduits remain at the proper burial depth and receive proper backfill, and communicate with Chugach's Power Control Center (Dispatch) to advise them of system conditions or specific problems which have occurred and the Work being performed at a specified location.
- 3) *Padmounted Equipment, Pedestals, Underground Vaults and Duct Bank*—During construction and/or maintenance activity occurring adjacent to Chugach's transformers, switch cabinets, junction boxes, pedestals and underground vaults and duct banks by unqualified personnel, the Contractor will perform a General Safety Watch (as defined above), ensure proper slopes on excavations, ensure proper clearance for excavations, provide minor mechanical support of these facilities when required, and communicate with Chugach's Power Control Center (Dispatch) to advise them of system conditions or specific problems that have occurred and the Work being performed at a specified location.
- 4) *Poles and Anchors*—During construction and/or maintenance activity occurring adjacent to Chugach's poles and anchors by unqualified personnel, the Contractor will perform a General Safety Watch (as defined above), ensure proper slopes on excavations, ensure proper clearance for excavations, provide minor pole shoring and mechanical support, communicate with Chugach's Power Control Center (Dispatch)

to advise them of system conditions or specific problems that have occurred and the Work being performed at a specified location.

- E. Compensation—Chugach shall compensate the Contractor at the labor and equipment rates specified in this section. Chugach is not obligated to pay the Contractor except as provided by Task Orders issued hereunder. Services and materials purchased by the Contractor for Task Orders issued shall be invoiced at the Contractor's cost plus fifteen percent (15%).

All travel by vehicle required in connection with the Work within the Anchorage bowl is included in the rates quoted above (no mileage charges). Chugach will provide transport to work sites not accessible by road. Travel expenses for assignments outside the Anchorage bowl must be specified in and approved by the Task Orders. Meals consumed during a work assignment shall not be charged to a Chugach account. Authorized Contractor overtime meals shall be invoiced as follows:

- One-half (1/2) hour at the applicable individual billing rate
- Actual meal price not to exceed \$25.00 plus fifteen percent (15%)

The Contractor may apply its markup to the meal price but not labor.

### 2019 Contractor Labor and Equipment Rates for Time and Material Projects

Unit Item Man-hour Rates	Amount/Rate/ Per Hour	Amount/Rate/ Per Day	Amount/Rate/ Per Week
<u>Foreman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Lineman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Apprentice</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman Foreman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman Apprentice</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Material Handler</u>			
Straight Time		N/A	N/A
Overtime		N/A	N/A
Double Time		N/A	N/A

Unit Item Man-hour Rates	Amount/Rate/ Per Hour	Amount/Rate/ Per Day	Amount/Rate/ Per Week
<u>Superintendent/Manager</u>		N/A	N/A
<b>Pickup Truck</b>			
<b>Man Haul</b>			
<b>Bucket Truck</b>			
<b>Boom Truck</b>			
<b>Backhoe with Trailer</b>			
<b>Crawler with Trailer</b>			
<b>Digger/Auger Truck</b>			
<b>Flatbed Truck</b>			
<b>Mini-Excavator with Trailer (8,000-10,000 pounds)</b>			
<b>Truck-Mounted Hydro- excavation Unit with Operator</b>			
<b>Fluid Assisted Directional Drilling Unit with Operator</b>			
<b>Nodwell Type Vehicle with Boom/Digger</b>			
<b>Ground Thaw Unit</b>			N/A
<b>Steam Thaw</b>			N/A

**2020 Contractor Labor and Equipment Rates for  
Time and Material Projects**

Unit Item Man-hour Rates	Amount/Rate/ Per Hour	Amount/Rate/ Per Day	Amount/Rate/ Per Week
<u>Foreman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Lineman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Apprentice</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman Foreman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A
<u>Wireman Apprentice</u>			
Straight Time		N/A	N/A
Double Time		N/A	N/A



Unit Item Man-hour Rates	Amount/Rate/ Per Hour	Amount/Rate/ Per Day	Amount/Rate/ Per Week
<u>Material Handler</u>			
Straight Time		N/A	N/A
Overtime		N/A	N/A
Double Time		N/A	N/A
<u>Superintendent/Manager</u>		N/A	N/A
<b>Pickup Truck</b>			
<b>Man Haul</b>			
<b>Bucket Truck</b>			
<b>Boom Truck</b>			
<b>Backhoe with Trailer</b>			
<b>Crawler with Trailer</b>			
<b>Digger/Auger Truck</b>			
<b>Flatbed Truck</b>			
<b>Mini-Excavator with Trailer (8,000-10,000 pounds)</b>			
<b>Truck-Mounted Hydro- excavation Unit with Operator</b>			
<b>Fluid Assisted Directional Drilling Unit with Operator</b>			
<b>Nodwell Type Vehicle with Boom/Digger</b>			
<b>Ground Thaw Unit</b>			N/A
<b>Steam Thaw</b>			N/A

### 33. COLLUSION AND ADDITIONAL COMPENSATION

The Contractor in submitting a bid warrants that it has not agreed or colluded with any other person including other bidders or owners of the project site to set the bid price or to receive any compensation for the Work to be performed in addition to the price quoted in the bid. The Contractor agrees not to accept any such additional compensation for any project. Breach of this provision shall be grounds for termination of the Contractor's work on the affected project and any other projects. Contractors are not prohibited from making separate installation "piggy back" agreements with other entities with whom Chugach has joint use or pole attachment agreements associated with telecommunication facilities, subject to compliance with terms and conditions of Chugach's easements, permits and joint use or pole attachment contracts that are in existence or which may come into existence during the term of this Contract.

### 34. TAXES

The Contractor shall be responsible for the payment of all taxes upon the sale, purchase or use of materials, or services or labor used for a project, except for taxes relating to the purchase of materials supplied by Chugach.

## CHUGACH'S OBLIGATIONS

### 35. FIELD STAKING AND RIGHT-OF-WAY

- A. Chugach will obtain all easements and rights-of-way from the owners of the properties across which the Project is to be constructed before construction commences except as noted in the Notice to Proceed. The construction site is assumed to be at final grade unless noted otherwise on drawings furnished with Contract Documents.
- B. Chugach will perform field staking of facilities to be installed for the project unless otherwise stated in the Invitation to Bid. The Contractor shall give Chugach written notice three (3) Chugach working days prior to the date the Contractor plans to begin construction of the project so that Chugach can proceed with staking of the project.
- C. Surveys provided by Chugach shall be limited to horizontal control only. The Contractor shall establish all other reference points and vertical control.
- D. Chugach does not represent or warrant by furnishing the Contract Documents that excavation can be safely made in any area of the project. The Contractor is responsible for determining the location of all underground facilities and other hazards to excavation. The Contractor shall hold Chugach harmless from any damages or claims that may result from such excavation.
- E. The Contractor shall treat all soils contaminated with hazardous substances in accordance with all applicable Local, State and Federal laws.

If contaminated soils have not been identified in the plans and specifications the Contractor may be entitled to additional compensation in accordance with Paragraph 36.C unless contamination results from any act of the Contractor.

### 36. CHANGE ORDERS

- A. Chugach may from time to time during the progress of the construction of a project make changes, as conditions warrant, in additions to or subtractions from the Plans, Specifications, Construction Drawings and List of Materials which are part of the Contractor's Bid. If any change in the construction to be done requires additional compensation and/or an extension of time it shall be requested by the Contractor in writing within ten (10) calendar days of the change. If the Contractor fails to submit this request within ten (10) days as stated above, the Contractor relinquishes all claims to any time extensions or cost reimbursement for the change.
- B. All change orders, including but not limited to those for project scope changes, addition and deletion of construction units and requests for time extensions shall be accomplished through the Initiator Change Order Request (ICOR) process. Chugach staff may authorize the Contractor to proceed with work described on an ICOR; however, no ICOR shall become final and payment for work performed will not be made until all necessary authorizing signatures are obtained on the ICOR from Chugach and the Contractor.

ICORs for additional work shall be consecutively numbered. ICORs issued for pay unit deletions from the original bid shall be identified alphabetically and not be used for invoicing. All ICOR issues shall be resolved within ten (10) days of notification unless stated otherwise in writing. A copy of the approved ICOR shall be attached to the invoice.

- C. If the Contractor finds project conditions which vary from those stated in the Invitation to Bid or as shown on the Contract Documents, the Contractor shall notify Chugach in writing within ten (10) calendar days of the date of commencement of any work the Contractor contends has been impacted by the change, describing the change and cost effect thereof. If the Contractor fails to submit this notice within ten (10) days as stated above, the Contractor relinquishes all claims to any time extensions or cost reimbursement for the change.
- D. The Contractor agrees to make changes in construction previously installed in the Project by the Contractor as required by Chugach. The compensation for such changes shall be as agreed upon in writing by the Contractor and Chugach prior to the commencement of work in connection with such change.
- E. No payment shall be made to the Contractor for materials or labor involved in correcting errors or omissions on the part of the Contractor that result in construction not in accordance with the Plans and Specifications.
- F. The Contractor also agrees that when it is necessary to construct units or quantities of units not shown in the Bid, the extra work will be compensated at the unit price rate as stipulated in the approved ICOR or at a reduced unit price rate as negotiated pursuant to Paragraph 32. Determination of the price for extra work not shown in the Bid will be based, to the extent possible, on similar unit prices furnished with the bids; or Chugach may compensate the Contractor for the work on a time and material basis as set forth below:
  - 1) The cost of materials or subcontracted services shall be determined by the invoices and include a handling charge of fifteen percent (15%).
  - 2) The cost of labor shall be actual documented cost for payroll, tax, insurance, and fringe benefits plus combined overhead and profit not to exceed twenty-five percent (25%).
  - 3) The cost of equipment use shall be the reasonable cost thereof, but not to exceed prevailing market rates as set forth in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment" published by Dataquest, Inc., 1290 Ridder Park Dr., San Jose, CA 95131. The cost of maintenance, fuel, lubricants, overhead and taxes plus profit, not to exceed fifteen percent (15%), shall be added to the rental rate as determined above.
- G. All claims for adjustment of compensation and time for completion arising out of each alleged change in contract documents, project scope or conditions must be set forth in a single ICOR. Acceptance of settlement of an ICOR by the Contractor Approving Authority and authorized by the appropriate Chugach Approving Authorities as indicated on ICOR form (Exhibit I) shall constitute final and complete settlement of all potential claims arising out of each alleged change, including but not limited to delay, materials, labor and equipment rental. No additional compensation or time extensions for issues covered by the ICOR will be made after it has been settled.
- H. The ten (10) day time period for submission of a claim under Paragraph 16.F above shall be included in the thirty (30) day time period applicable to any claims for adjustments of compensation and time for completion under this Paragraph 36.

- I. It is mutually agreed that Chugach may strictly enforce the deadlines set forth in this Paragraph 36 and those incorporated herein from Paragraph 16 without any showing of prejudice.

### **37. CONSTRUCTION COMPLETION REPORT**

Unless stated otherwise in the Invitation to Bid or mutually agreed to in advance by Chugach and the Contractor, a Construction Completion Report, Exhibit J, will be prepared by Chugach's Site Representative on a weekly basis, no later than the end of business on the Tuesday following the reporting week adjusted accordingly for holidays and shall be placed in the Contractor's mail box located in the Distribution Construction Section in Chugach's Building "C," making it available to the Contractor's representative for review and approval. The assembly units completed, quantity completed, location of work and date completed will be recorded on the report. Chugach's site representative shall approve the Construction Completion Report jointly with the Contractor's representative for assembly units and unit quantities completed. Any adjustments for work completed during the report period shall be made at such time. The Contractor shall complete the approval no later than the end of the week following the report period. When approved, Chugach's Manager of Distribution Construction shall be furnished with the original Construction Completion Report.

### **38. CONTRACTOR PAYMENT**

A. Chugach shall pay the Contractor as follows:

1) Progress payments shall be made on a monthly basis as follows:

- a) An approved copy of the Construction Completion Report for which completed units are being invoiced shall accompany the invoice submitted. The invoice may contain more than one (1) Construction Completion Report with each report listed separately. The invoice submitted shall reflect only the Assembly Units and Unit Quantities completed that appear on the accompanying Construction Completion Report. No additional invoiced Assembly Units or Unit Quantities will be approved for payment. Separate invoices for approved ICORs shall be submitted for payment within fourteen (14) days of completion of the Work under the approved change order request (ICOR). When invoicing for ICORs an invoice may contain more than one (1) ICOR provided the ICORs are limited to a single project and are listed individually by the assigned ICOR number.
- b) Within thirty (30) calendar days of receipt of the invoice Chugach shall pay ninety percent (90%) of the invoiced amount unless it is subject to dispute. If Chugach disputes any portion of the invoice, the undisputed portion will be paid in accordance with the foregoing schedule and the Contractor notified in writing of the exceptions taken. At any time after work that in the sole determination of Chugach amounts to fifty percent (50%) of the Contract Price has been completed, Chugach may elect in lieu of paying ninety percent (90%) of each such subsequent invoice to pay each such subsequent invoice in full.
- c) Chugach will only consider expedited payment on Contractor invoicing where the Contractor offers payment discount terms on an invoice that in the sole determination of Chugach at the time invoiced, on a case-by-case basis, would be advantageous to Chugach to accept.

- B. The Contractor may apply for final payment for previously unbilled units, retainage, and any sums owed due to change order requests (ICORs) less any credits owing by submittal of a final invoice in accordance with Paragraphs 38.C and 38.D.

It shall be a condition of final payment that Contractor has delivered all signed as-built drawings as required by Paragraph 40, has completed all punch list items noted in the substantial completion inspection report as certified by Chugach by issuance of a final Completion Inspection Report pursuant to Paragraph 41, and has submitted all documentation required by Paragraphs 38.C and 38.D.

Final payment shall be made not later than forty-five (45) calendar days after the date Contractor has discharged all of the foregoing conditions unless Chugach exercises its right to withhold or offset payment as provided in Paragraph 38.E.

- C. The Contractor's invoices shall contain the following:

- 1) Work order number
- 2) Project title
- 3) Invoice number
- 4) Date
- 5) Itemized unit costs
- 6) Initiator Change Order Request (ICOR) numbers if applicable (Exhibit I)
- 7) Construction Completion Report attached (Exhibit J)

The Contractor's invoices shall be formatted such that the units are listed in the same manner as on the Construction Completed Reports and/or ICORs respectively.

- D. In addition to the requirements in Paragraph 38.C, above, the final invoice shall include:

- 1) The Certificate of Completed Construction (Exhibit D) that has been fully executed by the Contractor; to be furnished to Chugach Electric no later than thirty days after final payment.
- 2) Certificate of Contractor (Exhibit W);
- 3) A Waiver and Release of Lien Form (Exhibit V) signed by each and every subcontractor and supplier performing work on and/or suppliers providing materials to the project, when specified as a requirement in the Invitation to Bid;
- 4) All completed test forms, as applicable, fully executed by the Contractor;
- 5) A fully executed Warehouse Clearance form (Exhibit Y).

- E. Payment including progress and final payments may be withheld and a right of set off exercised by Chugach due to:

- 1) The Contractor's defective work not remedied;
- 2) The Contractor's failure to pay subcontractors, laborers, or suppliers of material or equipment; Chugach may request satisfactory evidence of payment to be furnished;
- 3) Certificate of Contractor;
- 4) Failure to provide signed Waiver and Release of Lien Forms from all subcontractors and suppliers when required;
- 5) Disputes as to Work actually performed;
- 6) The Contractor's failure to provide executed documentation as required in this Contract. Documentation includes the following, but is not limited to:

- a) As-built documents (when required in Contract Documents)
  - b) Certificate of Completed Construction (Exhibit D)
  - c) DC High Potential Test Form (Exhibit S)
  - d) Sag Report (Exhibit P)
  - e) Completed Permit Awareness Conveyance (Exhibit X)
  - f) Certificate of Contractor (Exhibit W)
  - g) Waiver and Release of Lien Form(s) (Exhibit V) (when required in Contract Documents)
  - h) Warehouse Clearance (Exhibit Y)
- F. Unless otherwise provided for in the Invitation to Bid, payment shall be made for the number of units actually constructed up to the amount of the project as modified by change order requests (ICORs).
- G. The acceptance of final payment shall constitute a waiver of all claims by the Contractor. Interim payments by Chugach shall not constitute a waiver of any of Chugach's rights.
- H. Interest at the rate of six and one quarter percent (6.25%) per annum shall be paid by Chugach to the Contractor on all unpaid balances due on monthly invoices and on the final payment for construction completed under this Contract commencing thirty (30) days after the due date provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such monthly payment due on monthly invoices shall be the fifteenth day of each calendar month and for purposes of the final payment shall be as set forth in Paragraph 38.B provided the Contractor shall have submitted its invoice to Chugach on or before the fifteenth day of such month.
- I. Retention will not be withheld on projects less than \$50,000 based on the project bid award unless specified in the Invitation to Bid and/or to cover known punch list Work carried over to the next construction season or required in other contracts. For projects greater than \$50,000 retainage will be held in the amount of ten percent (10%) of the Contract bid award, as revised if applicable, until such time as the cost of the work reaches fifty percent (50%) of the bid amount based on unit prices. Retainage will not be held on the remaining Work except for pay items that may be in dispute. When the Work reaches fifty percent (50%) of the bid award amount the Contractor may request a reduction in retention to two percent (2%) of the bid award amount subject to retainage continuing to be held for Work not yet completed and/or Work that will be delayed to the subsequent construction season.

Chugach reserves the right to withhold release of retainage on subsequent project Work in the event the Contractor fails to perform the Work on prior projects and where retainage on prior project Work is insufficient to cover the expense of completing the Work on the subsequent project. Prior to exercising this option Chugach will afford the Contractor reasonable time to address corrections requested by Chugach.

### 39. **VENDOR/SUBCONTRACTOR PAYMENTS**

Notwithstanding any written agreements it may have with its subcontractors and vendors the Contractor agrees to and shall complete payments to its subcontractors and vendors in a timely manner consistent with progress payments received from Chugach and in all cases

agrees to and shall make final payments to subcontractors and vendors not later than thirty (30) days after final payment is made by Chugach.

#### 40. AS-BUILTS AND CERTIFICATES OF COMPLETION

When stated in the Invitation to Bid, projects completed under this Contract shall require submittal of as-built documents prepared by or on behalf of the Contractor.

- A. Chugach will provide to the Contractor Chugach-prepared as-built drawings for signature by the Contractor's authorized representative unless specified otherwise in the Invitation to Bid. Failure of the Contractor to return signed as-built drawings within ten (10) days of receipt from Chugach may result in project payment being withheld as stated in Section 38 of this Contract.
- B. The Contractor shall prepare and provide signed as-built drawings when specified in the Invitation to Bid. Signed as-built drawings shall be provided within ten (10) working days of the date of issuance of the substantial completion inspection report by Chugach. If the Contractor does not provide the as-builts within this time frame Chugach may complete as-builts and deduct from the Contractor's final billing the actual cost to produce as-built drawings plus twenty-five percent (25%) for overhead.

In all cases the Contractor's licensed Alaska Electrical Administrator (Unlimited Outside) will be required to sign off as to the general accuracy of the as-builts as well as the project's Certificate of Completion.

#### 41. INSPECTION

- A. Chugach shall at any time have access to the project site for the purpose of inspection and the Contractor will cooperate with Chugach inspection personnel. The manner of construction on the project and all materials and equipment used therein shall be subject to the inspection, testing and approval of Chugach. The Contractor shall at its own expense perform all tests or furnish all information required by Chugach concerning the nature or source of any of the Contractor-furnished materials incorporated or to be incorporated in the project. Chugach shall have the right to inspect all invoices for materials, and other data and records of the Contractor and of any subcontractor, relevant to the construction of the project.
- B. The Contractor shall have an authorized agent accompany Chugach's authorized representative when substantial completion and final completion inspections are made and, if so requested, when any other inspection is made. Chugach will conduct a substantial completion inspection within ten (10) days of the date of Contractor's written notification to Chugach that a project is substantially complete. Inspection by Chugach of the Work shall in no way relieve the Contractor of any of its obligations under this Contract. Incomplete items (punch list), as noted in the written substantial completion inspection report, shall be completed by the Contractor within fifteen (15) working days of the substantial completion inspection and items not completed within fifteen (15) working days following the substantial completion inspection may be finished by Chugach and the cost will be subtracted from the final payment to the Contractor, unless otherwise agreed to by both parties. Chugach will conduct a final completion inspection within ten (10) days of the date of the Contractor's written notification to Chugach that all punch list items noted in the written substantial completion inspection report have been completed. When all punch-list items noted in the substantial completion inspection

report have been completed, Chugach will issue a final completion inspection report so certifying.

- C. Chugach reserves the right to inspect and approve all trenching prior to cable placement. The Contractor shall notify Chugach one (1) full working day prior to cable placement and at any time it pre-trenches conduit so that Chugach may inspect the installation. Chugach will advise the Contractor at the time of the above notification whether it will perform an inspection which shall take place no later than one (1) working day after the Contractor's request. If Chugach notifies the Contractor of its intent to inspect the Contractor will not backfill the trench until it has been inspected or until the twenty-four (24) hour period has expired.
- D. If during the construction of the Work Chugach's site representative observes work that is out of compliance with the project specifications as provided in Paragraph 13, a Non-Compliance Notice (Exhibit K) will be issued. The Contractor must immediately remedy the situation. Failure to comply will be considered a breach of this Contract and the Contract may be terminated as provided under Paragraph 44.
- E. Chugach will at its sole discretion determine the need for Chugach to perform full time, part time, or no daily inspections on those projects performed under this Contract.
- F. Chugach will prepare a daily inspection report for each of the days it elects to perform full time or part time inspection on a project. These daily inspection reports will be signed by both Chugach's site representative and the Contractor's site-specific project representative in the field (normally, the crew foreman).

#### 42. DELIVERY OF POSSESSION AND CONTROL TO CHUGACH

- A. Upon written request by Chugach the Contractor shall deliver to Chugach full possession and control of any portion of the project provided the Contractor has paid at least ninety percent (90%) of the cost of construction of that portion. Upon delivery of the possession and control of any portion of the project to Chugach the obligations of the Contractor for the portion of the project delivered to Chugach shall be terminated except for the Contractor's liability for defective materials and workmanship or liens.
- B. Where the construction of a discrete portion of a project has been completed by the Contractor, Chugach agrees upon receipt of a written request to accept delivery, possession and control of the portion upon the issuance by Chugach's authorized department manager of a written statement that the portion has been inspected and found acceptable.
- C. Prior to completion of the project Chugach, upon written notice to the Contractor, may test the Work by temporarily energizing any portion or portions of the project. During the period of the test the portion or portions of the project energized shall be considered within the possession and control of Chugach. Upon written notice to the Contractor by Chugach of the completion of the test and upon de-energizing of the facilities involved, that portion or portions of the project shall be considered returned to the possession and control of the Contractor unless Chugach elects to continue possession and control as provided in Section A above.



## SUSPENSION

### 43. SUSPENSION

- A. Chugach reserves the right to suspend a Contractor's performance under this Contract at any time. The Contractor shall immediately comply with any such suspension order by ceasing all performance under the Contract and by putting the project site in a safe and secure condition.
- B. If Chugach determines that the suspension will be indefinite it may elect to terminate the Contract, in which case the provisions of Paragraph 44 shall then apply.
- C. If Chugach elects to resume the work, the Contractor shall promptly resume its performance. If the suspension was due to the breach, anticipatory breach, or threatened breach of the Contract by the Contractor, the Contractor shall not be entitled to any additional time in which to complete the work and shall not be entitled to any additional compensation because of the suspension. If the suspension was due to causes beyond the control of either the Contractor or Chugach or if the suspension was due to causes within the control of Chugach, then provided the Contractor complies with all the other contractual requirements, the Contractor will be entitled to an extension of time in which to complete the Contract work, if needed in the reasonable judgment of Chugach. To the extent actually incurred and to the extent that they are reasonable, the Contractor will be entitled to recover its remobilization costs and the costs incurred in putting the project in a safe and secure condition in complying with the suspension order. A reasonable allowance for job site overhead will be allowed in connection with such extra compensation.

### 44. BREACH AND TERMINATION

- A. In the event that the Contractor breaches any of the terms of this Contract or a project Chugach shall give written notice to the Contractor who shall remedy the breach within seven (7) days of receipt of the Notice or sooner if specified in the Notice. If the breach is not remedied or is not remediable, Chugach may terminate this Contract or the project or remedy the breach, complete the project, and set off all costs, expenses and damages incurred against any Contract amounts due or becoming due. No act or failure to act by Chugach shall be a waiver of Chugach's rights under this Contract or a project.

Contractor's breach of any of the terms of this Contract shall be grounds for removal of the Contractor from Chugach's prequalified bidder's list. In addition, any Contractor that does any acts while performing applicant construction projects for third parties under Rule 8, Section 8.9 of Chugach's Operating Tariff that would constitute a breach of this Contract if the Work were being performed hereunder, may be removed from Chugach's prequalified bidder's list and denied future prequalification.

- B. At any time after the execution of this Contract Chugach shall have the absolute right to terminate the Contract or any Project or Task Orders issued hereunder for any reason, including its sole and absolute discretion in whole or in part. Chugach shall within thirty (30) days thereafter make payment to the Contractor for services rendered up to the time of termination plus actual costs necessarily incurred by the Contractor in terminating the Work less any disputed amounts and any payments made by Chugach to the Contractor prior to termination, unless the termination is a consequence of the Contractor's failure to perform the Work as provided in Paragraph 44.A above, in which case the provisions of

that section shall apply. Upon such notice of termination, the Contractor shall stop the performance of Work hereunder except as may be necessary to carry out such notice of termination and take any other action toward termination of the Work that Chugach may reasonably direct.

Upon termination, the obligations of the parties to one another under this Contract shall cease except for such obligations that by their nature or the terms of this Contract would survive completion of the Work.

If Chugach only terminates a portion of the Work, the Contractor shall continue to perform all portions of the Work not terminated. The Contract shall remain in full force and effect for the portions of the Work not terminated. In no event shall Chugach be liable to the Contractor for any anticipated profits on any portion of the Work terminated by Chugach or for any other sum except as set forth in this Contract. The remedies of the Contractor specified in this Section B. shall constitute the exclusive remedies of the Contractor in the event of termination in whole or in part by Chugach.

- C. It is not the intent of this Paragraph 44 to authorize Chugach to exercise any of the rights provided for herein for the purpose of exercising control over construction-site labor relations of the Contractor or its subcontractors, nor may Chugach exercise those rights for any such purpose.

#### 45. REMEDIES

In the event of termination of this Contract or a project due to the Contractor's breach, Chugach may complete the work on the project and shall be entitled to damages for any delay as a result thereof and any costs of completion which exceed the unpaid project price. Chugach's rights to any other remedy, legal or equitable, are not thereby impaired.

#### 46. DISPUTES AND CLAIMS

Chugach at its sole discretion shall have the right to require the Contractor to arbitrate any and all claims, disputes and other matters in question between Chugach and the Contractor arising out of or relating to this Contract or any project hereunder. The Contractor agrees that upon the written demand of Chugach based on a contention of a duty of the Contractor to indemnify Chugach or for a claim for contribution, it will become a party to any proceeding involving Chugach and any third party. All arbitration under this provision shall be conducted pursuant to the Construction Industry Rules of the American Arbitration Association then in effect.

#### 47. CLAIMS AGAINST BOND

Should any lien on a project not be discharged by the Contractor prior to or at project completion, Chugach may elect to designate that the Contractor's bond be forfeited and may apply that bond to the release of the lien.

**MISCELLANEOUS PROVISIONS****48. INSPECTIONS AND RETENTION OF RECORDS**

The Contractor shall at any time during normal business hours and as often as Chugach may deem necessary make available to Chugach for examination all of its records with respect to all matters covered by this Contract and any projects performed hereunder for a period ending one year after the date the Contractor completes a project. Upon Request and within a reasonable time the Contractor shall submit such other information and reports relating to its activities in such form and at such time as Chugach may reasonably require. The Contractor shall permit Chugach to audit, examine and make copies of such records and to make audits of all invoices, materials and other data relating to all matters covered by this Contract and any projects performed hereunder. Specifically, but without limiting the foregoing, Chugach shall have the right to require the Contractor to provide Chugach with copies of payroll records in order to determine whether the Contractor is complying with the obligation to pay prevailing wages/union scale as required by Chugach's Outside or Generation Agreements, if applicable. Copies of such records must be delivered to Chugach within five (5) days of Chugach's request. Chugach may permit the Contractor to provide its records to Chugach in lieu of the retention requirements of this section.

**49. USE OF CONTRACTOR'S WORK**

All documents and other information furnished by the Contractor in connection with its performance under this Contract or any Task Orders issued hereunder shall be the property of Chugach and may be used by Chugach as Chugach deems appropriate. Chugach reserves the right to have third parties review the Contractor's Work.

**50. PROPRIETARY DATA AND INFORMATION**

All information and data regardless of form that is received from Chugach and/or prepared by the Contractor for this Contract or any Task Order issued hereunder are the property of Chugach and shall be treated as confidential by the Contractor. The Contractor shall not disclose such information or data to others except upon express written approval of Chugach. Without the prior written approval of Chugach, the Contractor shall not use for any purpose other than the performance of the Work contemplated by this Contract, information including but not limited to designs, drawings, specifications, reports or other documents received by and/or prepared by the Contractor for the contracted effort, supplies and/or materials. Upon Chugach's request the Contractor will return all such documentation to Chugach and shall safeguard against disclosure to others all Work papers and other documents and materials in the Consultant's possession that include such information.

**51. GOVERNING LAW AND JURISDICTION; HEADINGS AND SUBHEADINGS**

Any suit, action, or proceeding brought by either party in consequence of or to enforce any term or condition of this Contract shall be commenced in Anchorage, Alaska. This Contract is made subject to and shall be governed and construed in accordance with the laws of the State of Alaska and the authority granted to the individual parties thereunder.

The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of the Contract between the parties hereto, nor should they be used to aid in any manner in the construction or interpretation of this Contract.

## 52. SEVERABILITY

If any provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall be unaffected by such adjudication and the remaining provisions of the Contract shall remain in full force and effect as if such provision so adjudicated to be invalid had not been included herein.

## 53. NO THIRD PARTY BENEFICIARY

This Contract and all rights hereunder are intended for the sole benefit of the parties hereto and subject only to an assignment permitted by Paragraph 49, if any, and shall not imply or create any rights on the part of, or obligations to, any other entity not a party to this Contract. No provision of the Contract Documents is intended nor shall be construed to be for the benefit of any third party.

## 54. ASSIGNMENTS

Except insofar as this Contract specifically permits assignments, any assignments by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract without the express written consent of Chugach shall be void. Any attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Chugach the right immediately to terminate this Contract without any liability for work performed.

## 55. COSTS AND FEES

The prevailing party in arbitration or litigation concerning this Contract or any project hereunder shall be entitled to costs and reasonable attorneys' fees in addition to any damages or relief granted.

## 56. ALTERNATE DISPUTE RESOLUTION

All disputes between Chugach and the Contractor concerning claims for additional time or compensation by a Contractor under this Contract and any Work performed pursuant hereto shall initially be handled in accordance with the following procedures:

The Contractor shall first comply with Paragraphs 17, 36 and all other provisions requiring notice and submission of its claims.

If the Contractor and Chugach, through its Project Manager, are unable to agree on the amount of time or compensation, if any, due the Contractor or are unable to agree with respect to any other dispute, a conference shall be held between the highest executive officer or other employee of the Contractor having written authorization to bind the Contractor to any agreement(s) with Chugach (Authorized Contractor Representative) and the appropriate Division Director. At this conference the Contractor shall have present those of its personnel who have first-hand knowledge of the facts upon which the Contractor is relying. The appropriate Chugach personnel who have knowledge of the facts relevant to Chugach's position shall also be present at the conference. At this conference both the Contractor and Chugach shall be prepared to support their respective positions with documentation and first-hand reports. The Authorized Contractor Representative and the appropriate Division Director shall review the claim and surrounding circumstances and shall attempt to reach an agreement.

The Authorized Contractor Representative and the appropriate Division Director may later meet by themselves and may take the issues under advisement for up to thirty (30) days in an effort to reach an agreement on the dispute. The Director shall then endeavor to reach an agreement with the Contractor and, in any event, shall make a decision whether the matter can be settled or not within thirty (30) days. If the Authorized Contractor Representative and Chugach, through its appropriate Division Director, are unable to reach an agreement the parties shall submit the matter to non-binding mediation before a mutually-agreed upon mediator at a mutually-agreed time and place, but in any event no later than ninety (90) days after the conference between the Contractor's highest executive officer and the appropriate Division Director as provided above in an effort to resolve the dispute before litigation can be commenced by either party. Both Chugach and the Contractor shall act in good faith in choosing the mediator.

57. NOTICE

Any notice hereunder shall be in writing and shall be deemed given when personally delivered, sent by facsimile, or on the second business day following its deposit in the U.S. mail, registered or certified, return receipt requested, addressed to the intended recipient at the address for such intended recipient set forth below or such other address as the intended shall have previously given by notice to the sender:

If to Chugach:

When mailed: Chugach Electric Association, Inc.  
P.O. Box 196300  
Anchorage, Alaska 99519-6300  
Attention: Senior Manager, Distribution Engineering

When personally delivered: Chugach Electric Association, Inc.  
5601 Electron Drive  
Anchorage, Alaska 99518  
Attention: Senior Manager, Distribution Engineering

When faxed: (907) 762-4693  
Attention: Senior Manager, Distribution Engineering

If to Contractor:

When mailed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When personally delivered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When faxed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 58. SUCCESSORS IN INTEREST

Each and every clause and provision in this Contract shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties to this Contract and cannot be changed or terminated except by a written instrument subsequently executed by the parties to this Contract.

#### 59. ENTIRE CONTRACT

The terms of this Contract and any provisions adopted by reference or otherwise incorporated into this Contract set forth the full intent of the parties regarding the matters covered by this Contract. Neither party is relying on nor may rely on any written or oral collateral, prior or contemporaneous agreements, assurances, representations or warranties not set forth in this Contract. No modifications of this Contract shall be implied in law or equity, nor may any part hereof be amended, supplemented, waived or modified without an instrument in writing signed by both parties. However, Chugach retains the right to unilaterally modify or amend the Contract Documents, including the Invitation to Bid, Notice to Bidders and Exhibits for a particular project or as otherwise necessary or as required by law. Chugach may terminate the Contract without prior Contractor approval. Termination must be in writing.

**(Next page for signatures please)**

SIGNATURES

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day of month) (month) (year)

CHUGACH ELECTRIC ASSOCIATION, INC.

By: \_\_\_\_\_  
(Signature)

Typed Name: Shelly Schmitt, P.E.

Its: Senior Manager, Distribution Engineering

CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_  
(of Signer)

Its: \_\_\_\_\_  
(Signer's title)

## CONTRACTOR'S BOND

Bond Number: \_\_\_\_\_

1. Know all men that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto CHUGACH ELECTRIC ASSOCIATION, INC. (hereinafter "Chugach") and unto all persons, firms and corporations who or which may furnish materials for or perform labor on the Work for the Project known as \_\_\_\_\_ awarded to Principal by Chugach under the Outside Electrical Line Construction Contract (OELCC) executed by the parties on \_\_\_\_\_, 20\_\_\_\_ (date) and to its successors in the penal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns jointly and severally by these present.
2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the OELCC and any Projects thereunder and any amendments thereto, whether such amendments are for additions, decreases or changes in materials, their quantity, kind of price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made without notice to the Surety, and shall fully indemnify and hold harmless Chugach from all costs and damages which it shall suffer or incur by reason or any failure so to do, and shall fully reimburse and repay Chugach for all outlay and expense which Chugach shall incur in making good any such failure or performance on the part of the Principal and shall promptly make payment to all persons working on or supplying labor or materials for use in the construction of the Projects hereunder, in respect of such labor or materials furnished and used therein, to the full extent thereof, and in respect of such labor or materials furnished but not so used, the extent of the quantities estimated in the Projects to be required for the construction of the Projects, and shall well and truly reimburse Chugach for any excess in cost of construction of said Projects over the cost of such construction as provided in the Projects, occasioned by a default of the Principal under the Projects, then this obligation shall be null and void but otherwise shall remain in full force effect.
3. It is expressly agreed that this bond shall be deemed automatically and immediately amended, without formal and separate amendments hereto, upon any amendment to this Contract or the Projects hereunder so as to bind the Principal and the Surety to the full and faithful performance of the Projects as so amended provided only that the total amount of all increases in the costs of construction shall not exceed twenty percent (20%) of the amount of maximum price set forth in the construction contract. The term "Amendment" wherever used in this bond and whether referring to this bond or the Projects shall include any alternation, addition, extension, modification, amendment, rescission, waiver, release or annulment, or any character whatsoever.
4. It is expressly agreed that any amendment which may be made by agreement between the Principal and Chugach in the terms, provisions and conditions of a Project, or to the terms, provisions and conditions of this Contract shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.
5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be



performed on any projects, and they, and each of them, are hereby made obliges hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representative this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_

\_\_\_\_\_  
Address of Surety's Home Office

By: \_\_\_\_\_

Resident Agent of Surety  
(For service of process)

### **Signatures**

The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership, a partner must sign the Contractor's bond in the partnership name. If the Contractor is a corporation, the Contractor's bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

### **Power of Attorney**

The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety by a duly authorized Alaska resident agent of the Surety.

## PAY UNIT DESCRIPTIONS

### CONSTRUCTION ASSEMBLY UNITS

#### GENERAL

Connection to new and existing service entrances that are included in the scope of work shall be installed as part of this unit. Two-bolt NEMA compression connector terminations are required for all three-phase services and single-phase services fed by 350 kcmil and larger conductor. (Small single-phase services will be terminated into the mechanical connector blocks.)

Units may include field-drilled holes that shall be thoroughly treated with a heavy application of a Chugach-approved preservative solution.

New service conductor into an existing service shall be tagged, terminated, connected and re-energized. New service conductors into a new self-contained metered service entrance (that has been inspected and approved [Municipality or Chugach]) shall be tagged, terminated, connected and energized. The meter socket shall be secured with Lexan/plastic cover and sealed. New service conductors into a new shunt (CT) metered service entrance that has been inspected and approved (Municipality or State) shall be tagged, terminated and connected. The padmounted transformer bayonet fuses or primary cutouts for overhead transformers shall be opened to de-energize the service conductor(s) and service entrance.

For new services which have not been inspected and approved (Municipality, State or Chugach) or are not ready to be connected by the energization date, the service conductors shall be tagged and terminated (as required) at each end but not connected at the source transformer, pole or pedestal.

#### POLE UNIT

A pole unit consists of one (1) pole installed in place including excavation, backfilling and compaction. It does not include the pole-top assembly unit or other attachments to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per A.S.A. Poles and shall be handled in accordance with REA/RUS Specification DT-5, Section C. If poles are Chugach-furnished material, this unit also includes pick up and transportation of poles from Chugach's storage area to the job site.

#### PRIMARY ASSEMBLY UNIT - A, B, C, SC, SDC

A primary assembly unit consists of all the items shown in the List of Materials on the Construction Specification including wire ties (when installed on existing conductors; preformed wire ties for ACSR and hand ties for copper).

#### OVERHEAD CONDUCTOR ASSEMBLY

A conductor assembly unit consists of 1,000 feet of conductor for primary, secondary or service conductor properly installed. This unit includes the tie wires, (preformed wire ties for ACSR and hand ties for copper), sleeves for splicing, connectors and armor rods (for AAC and clamp top). In computing the compensation to the Contractor for conductor assembly units only the horizontal distance between conductor supports or pole stakes shall be used. Additional length required for jumpers, terminations, loops, etc., is coincidental to the unit. The conductor sizes and types listed are the manufacturer's designation.

The Contractor shall sag conductor to the proper tensions in accordance with the initial stringing sag and tension tables when provided by Chugach. Sags will be checked by sighting with target and transit as indicated in the IEEE Standard 524. Sags shall be within a tolerance of +3 and -0 inches of the specified values. When approved by Chugach the sags may be checked by the return wave method. Sag for each conductor section installed shall be recorded on the Sag Report Form (Exhibit P). The original form shall be delivered to the Chugach Site Representative. The Contractor shall schedule the stringing time so that wire is sagged and clipped within seventy-two (72) hours after the start of the stringing operation. During the conductor stringing operation, the Contractor shall take all necessary steps to insure proper temporary grounding of the wire and equipment. All applicable Federal, State and Municipal safety regulations shall be strictly adhered to.

#### GUY ASSEMBLY UNITS - E/SE

A guy assembly unit consists of all the items shown in the List of Materials on the Construction Specification. This unit includes strain insulators (when specified), jumpers and connections necessary to bond the guy to the system ground.

#### ANCHOR ASSEMBLY UNITS - F/SF

An anchor assembly unit consists of the anchor with rod complete, installed and ready for attaching the guy wire. Backfill for the anchor shall be compacted to ninety percent (90%) of the maximum density in twelve-inch (12") lifts unless otherwise specified by Chugach. Power-installed screw anchors and driven anchors shall be installed in accordance with Chugach's Standard Specifications and the manufacturer's recommendations.

#### TRANSFORMER ASSEMBLY UNITS - G/SG

A transformer assembly unit consists of all the items shown in the List of Materials on the Construction Specification. This unit includes installation of a secondary bus for banked transformers and transfer of existing secondaries and services (as required). This unit includes jumpers and connections necessary to bond the assembly to the system ground. The Contractor is responsible for performing a secondary voltage check.

#### OVERHEAD SECONDARY ASSEMBLY UNIT - J/SJ

A secondary assembly unit consists of the hardware, insulators, etc. required to support the secondary distribution conductors or cable. It does not include the secondary conductor or any hardware, insulators, etc. required to support service conductors. In addition to the assembly itself, all necessary handling such as untying, adding or removing conductors, re-sagging and re-tying of secondary conductor or cables where existing secondary conductor or cable is to be reused shall be required.

#### OVERHEAD SERVICE ASSEMBLY UNIT - K/SK

A service assembly unit consists of the hardware, insulators, etc. required to support the service conductors. It does not include the service conductor or any hardware, insulators, etc. required to support secondary distribution conductors. In addition to the assembly itself, all necessary handling such as untying, adding or removing conductors, re-sagging, and retying of secondary conductor or cables where existing secondary conductor or cable is to be reused shall be required.

**MISCELLANEOUS ASSEMBLY UNIT - M/SM**

A miscellaneous assembly unit consists of an additional unit needed for construction but not otherwise listed. This includes grounding, fuse cutouts, reclosers, sectionalizers, switches, capacitors, regulators, metering and other miscellaneous assembly units. These assemblies include all hardware, conductors and clamps as required to provide for a complete and functional facility.

**RIGHT-OF-WAY CLEARING (OVERHEAD) UNIT - R/SR**

A right-of-way clearing unit consists of 1,000 feet of clearing defined as the trimming and/or removal of trees and removal of all brush to a contractor-provided disposal site and the preservation from damage of all items that are designated to remain. Trees that are greater than six inches (6") but less than two feet (2') in diameter may be limbed and cut into equal lengths between two (2') and six feet (6') in length and stacked neatly on the inside edge of the right-of-way. Trees that are greater than two feet (2') in diameter may be limbed and cut into equal lengths between two (2') and three feet (3') in length and stacked neatly on the inside edge of the right-of-way.

Within the Anchorage Bowl (Potter's Marsh to the Glenn Highway) all stumps will be cut off a maximum of two inches (2") above the ground; areas outside the Anchorage Bowl require that stumps be cut off a maximum of six inches (6") above the ground. With prior approval by Chugach, chipping may be an acceptable alternate to clearing and hauling away debris.

The method of clearing by "hydro-ax/brush hog" is excluded on any construction project unless specifically allowed in the Invitation to Bid documents. All debris spread outside the right-of-way clearing limits must be cleaned up.

Limits of clearing shall be in conformance with the right-of-way clearing units based on the horizontal distance between the stakes. The Contractor shall not remove designated trees that are identified in the stipulations shown on the right-of-way drawings.

**RIGHT-OF-WAY CLEARING (UNDERGROUND) UNIT - R/SR**

The unit is identical to right-of-way clearing (overhead) except it is intended for underground facilities. The Contractor shall remove all trees, brush, stumps, roots and other undergrowth.

**SELECTIVE TREE UNIT - SR1-S**

The selective tree unit consists of one (1) tree which is designated by Chugach, and which is located outside the normal clearing limit, that shall be removed and disposed of in accordance with the applicable provisions of this section. Selective tree removal may include leaning or dangerous trees regardless of size that, in the opinion of Chugach, shall be removed. Designation by Chugach of the trees to be removed under this unit may occur at any time during the project. Trees designated for selective removal shall be cut off no more than six inches (6") above the ground surface.

## UNDERGROUND CABLE ASSEMBLY UNIT

Cable: An underground cable assembly unit consists of 1,000 conductor feet of cable for underground primaries, primary neutral and secondary or service conductors placed in the trench, conduit or duct bank. It does not include the conduit, trenching and backfilling, or the termination and splicing of the primary cable that are provided for in other assembly units. The units include all materials and labor for splicing, terminating, connecting and tagging secondary, service and primary neutral conductor. Buried cable may be spliced only when and where permitted by Chugach.

In computing the compensation to the Contractor for underground cable assembly units, only the horizontal distance between stakes paralleling the cable shall be used. The number of units so computed will include all the cable installed in place in all specified trenches, risers, conduits, crossings, manholes, pads, vaults, terminal housings and meter boxes. The conductor or cables listed are the manufacturer's designation of types, sizes, voltage ratings and materials. The Contractor shall perform cable acceptance tests on installed cable in accordance with standard testing specifications and witness by Chugach. The method for all cable laying and conduit pulling operations shall be pre-approved by Chugach. For pre-installed cable in HDPE conduit (CIC) the cable shall be paid for under the Underground Cable Assembly Unit and the HDPE conduit under the Underground Conduit Assembly Unit.

Connections to new and existing service entrances that are included in the scope of work shall be installed as part of this unit. Two-bolt NEMA compression connector terminations are required for all three-phase services and single-phase services fed by 350 kcmil and larger conductors. Small single-phase services will be terminated into the mechanical connector blocks.

## UNDERGROUND PRIMARY RISER - SUA/SUC

An underground primary riser unit consists of all the items shown in the List of Materials on the Construction Specification. This unit includes the conduit seal at the top of the riser and the excavation necessary to install washed gravel drainage. This unit does not include the cable.

## UNDERGROUND TRANSFORMER ASSEMBLY UNIT - SUG

An underground transformer unit consists of all the items shown in the List of Materials on the Construction Specifications installed in accordance with the manufacturer's recommendations. This unit includes placement of decals (warning and location number), installation of the ground loop, tank connections and tagging of all cables. This unit does not include the equipment pad, faulted circuit indicators or surge arrestors.

The Contractor is responsible for performing a secondary voltage check and marking the phase rotation for three-phase transformers. The Contractor shall complete the Transformer Data sheet and submit it to Chugach with the as-built documents. Other requirements include verification that each high-voltage apparatus bushing is properly installed and adjustment for the proper operation/alignment of door(s) and locking assembly. All secondary connections shall meet deadfront requirements.

**UNDERGROUND SECONDARY ASSEMBLY UNIT - SUK**

An underground secondary unit consists of all the items shown in the List of Materials on the Construction Specification. This unit includes excavation, placement and compaction of gravel backfill.

**SERVICE CONVERSION (SINGLE FAMILY DWELLING) - XSUM8/XSUM8A**

This unit includes all labor and material for converting an existing overhead feed 120/240 Volt, single-phase, self-contained meter main to an underground feed. The converted service shall meet the all of the requirements of the current Chugach Electric Service Requirements including an approved 200-ampere meter main (10kA AIC min) with the breaker(s) configured and sized the same as the original overhead service equipment.

The unit includes the removal and disposal of the overhead riser and non-conforming meter mains, the attachment of the underground meter base to the existing wires and duct feeding the consumer's distribution panel(s), and any permit conditions to comply with NEC requirements for internal bonding or grounding for the new meter main and the distribution panel(s). The XSUM8 includes the removal of a periscope style riser (SS-3A) and capping of the rain flashing, patching holes in the roof eave. All roofing repairs shall match the existing roof color as close as possible and meet or exceed the quality of the existing roof. A licensed, bonded and insured roofing company shall perform the work. The XSUM8A unit does not include the removal of a periscope style riser and applies to gable type services (SS-3B). Both units require patching and repainting of any siding exposed after modifications; the siding and painting shall match as closely as possible the existing type and color. Licensed, bonded and insured painting and residential construction contractors shall perform the work.

The Contractor is responsible for notifying GCI to relocate any GCI-owned grounding tabs to the new meter main. The Contractor is responsible for obtaining permits and coordinating all outages and Municipality of Anchorage inspection(s). All outages require twenty-four (24) hour notice and shall be scheduled for non-holiday weekdays between 10:00 AM and 4:00 PM; all other schedules require prior approval by Chugach.

A one-year parts and labor warranty applies to all Contractor-installed equipment, wiring and structure repairs, beginning at the date of the Municipal "green tag" inspection.

**SERVICE CONVERSION (DUPLEX) - XSUM9/XSUM9A**

This unit includes all labor and material for converting an existing overhead feed 120/240 Volt, single-phase, self-contained duplex meter main to an underground feed. The converted service shall meet the all of the requirements of the current Chugach Electric Service Requirements including an approved duplex meter main with the breaker(s) configured and sized the same as the original overhead service equipment.

The unit includes the removal and disposal of the overhead riser and non-conforming meter mains, the attachment of the underground meter base to the existing wires and duct feeding the consumer's distribution panel(s), and any permit conditions to comply with NEC requirements for internal bonding or grounding for the new meter main and the distribution panel(s). The XSUM9 includes the removal of a periscope style riser (SS-3A) and capping of the rain flashing, patching holes in the roof eave. All roofing repairs shall match the existing roof color as close as

possible and meet or exceed the quality of the existing roof. A licensed, bonded and insured roofing company shall perform the work. The XSUM9A unit does not include the removal of a periscope style riser and applies to gable type services (SS-3B). Both units require patching and repainting of any siding exposed after modifications; the siding and painting shall match as closely as possible the existing type and color. Licensed, bonded and insured painting and residential construction contractors shall perform the work.

The Contractor is responsible for notifying GCI to relocate any GCI-owned grounding tabs to the new meter main. The Contractor is responsible for obtaining permits and coordinating all outages and the Municipality of Anchorage inspection(s). All outages require twenty-four (24) hour notice and shall be scheduled for non-holiday weekdays between 10:00 AM and 4:00 PM; all other schedules require prior approval by Chugach.

A one-year parts and labor warranty applies to all Contractor-installed equipment, wiring and structure repairs, beginning at the date of the Municipal “green tag” inspection.

#### UNDERGROUND MISCELLANEOUS ASSEMBLY UNIT - UM/SUM

A miscellaneous underground assembly unit consists of an additional unit needed for construction but not otherwise listed. This section includes the miscellaneous assembly units as shown on the respective underground construction drawings. Where miscellaneous units consist of or include a primary cable termination, the units include the preparation of the cable to accommodate the termination, the stress cone, and the connection of the cable to the terminal equipment. Pad assembly units include the site preparation, bedding, placement of drainable material, preparation of the cable slot, backfilling, tamping and installing the pad in place. This section includes assembly units with all hardware, conductor and connectors as required to provide for a complete and functional facility.

#### UNDERGROUND EXCAVATION ASSEMBLY UNIT - SUR2/SURS

*Trench Assembly Unit SUR2*--The trench assembly unit consists of 1,000 linear feet of trench at the depth and width that is specified in the Contract Documents. The work under this unit consists of providing all materials, except sand bedding, and performance of all operations pertaining to items of work involved in the excavation, bedding (shading), backfill and compacting of trenches. When unsuitable or surplus material is removed from the job site it will be paid for under the appropriate unit. When material is imported it will be paid for under the appropriate unit.

*Trench Assembly Units SURS* --The trench assembly unit consists of 1,000 linear feet of trench at the depth and width that is specified in the Contract documents. The work under this unit consists of items of work involved in the excavation, bedding (shading), backfill and compaction of trenches. When unsuitable or surplus material is removed from the job site, it will be paid for under the appropriate unit.

SUR2/SURS units include all material and labor required in the repair and/or replacement of utilities (storm drain, water, telephone, etc.), road improvements (select subgrade material, pavement, curb/sidewalks, etc.), damage caused by trenching to its pre-existing condition. All work associated with pumping or de-watering shall be the responsibility of the Contractor and shall be part of the trench unit cost. When it is specifically called for in the Contract Documents, the Contractor shall submit as part of his proposal the method to be used in the de-watering of a defined trench section.

**HAND-DUG TRENCH ASSEMBLY UNIT SHUR2/SHURS**

SHUR2 and SHURS units are the hand-dug equals to the SUR2 and SURS units, respectively, as described above. The Contractor shall be compensated at the SHUR2 or SHURS unit cost for “Air-Knife” to facilitate the ease of the hand-digging operation. It does not include the use of other mechanized trenching equipment.

**UNDERGROUND CONDUIT ASSEMBLY UNIT – SUME, SUM50, SURB, SURC and SURDB**

**SUME:** The conduit elbow unit includes the installation of one conduit elbow of the inside diameter (inches), radius (inches), degree of sweep and type as specified. The unit includes the plug, end cap, ground bushing, bell end, tags or conductor seal as required for the application.

**SUM50:** The conduit unit includes conduit (feet) of the inside diameter (inches), quantity and type as specified, installed in trench (refer to SUR2/S trench specification), pre-fabricated pipe/casing, or by directional bore (refer to SURDB). The unit also includes magnetic cable locator discs, plug, end cap, tags, or pull rope as required for the application. HDPE conduit shall be installed in accordance with the latest published Chugach HDPE Installation and Repair Procedure.

**SURB/SURBE:** The road bore unit includes casing (feet) of the inside diameter (inches), and type installed by jacking or auguring. The unit includes installation of spacers and concrete or sand slurry between the casing and the conduit. The Contractor is responsible for ensuring that the method of pumping the slurry does not damage the conduit. The excavation, backfill and compaction of the backfill (in addition to any permit requirements) for the bore pits necessary to install the casing are included within this unit. Shoring and de-watering are also included within the scope of work for this unit.

No compensation will be made for casing installations that are abandoned or aborted due to deviations in excess of the specified project tolerances.

**SURC:** The road-crossing unit includes the additional trench depth, compaction of backfill, select material and soils stabilizer required to meet the requirements of the State or Municipality Road Permit and/or Chugach specified provisions.

For winter construction (after batch plant closure) the Contractor shall install a temporary cold asphalt patch that shall be replaced with a permanent patch after the batch plants reopen in the next construction season.

**SURDB:** The directional bore unit includes installation of conduit (feet), diameter (ID in inches), quantity and type (as specified in the SUM50 unit) in accordance with the current Chugach HDPE Installation and Repair Procedure, or within the project specified tolerances. Electro-fusion splices required to mate with PVC or GRSC conduit/elbows and HDPE conduit are part of this unit. The unit includes the control and disposal of surface run-off of drilling fluids. Pothole locates of intersecting subsurface utilities are included as required.

No compensation will be made for directional bore installations that are abandoned, or aborted due to deviations in excess of the specified project tolerances.

**CABLE TAGGING ASSEMBLY UNIT - STAG**

The cable tag assembly unit consists of the items shown in the List of Materials on the Construction Specification. Compensation of this unit is based on the complete tagging of a



circuit terminus; e.g., a three-phase primary or a ribbon STAG installation, each requiring three separate tags. This unit includes continuity testing of the cable(s).

#### IMPORT AND EXPORT OF MATERIAL - XUR2

**Import and Install Classified Material XUR2-11A, B and C:** The import of classified material unit consists of one ton (2,000 lbs.) of the specified material (refer to tabulated descriptions below) compacted to 95% of the maximum density as determined by ASTM D-1557 (XUR2-11C does not require compaction). Weights shall be obtained on a scale that is certified by the State of Alaska. All loads shall be accompanied by a serialized weight ticket witnessed at the time of weighing by a Contractor-furnished weigh man. Chugach may at any time verify load weights and the weighing process as well as testing of the moisture content of the material. If tests indicate that the moisture content exceeds 4% consistently, the tonnage as measured shall be reduced by the difference. Chugach must approve all weight tickets at the time of delivery. Contractor shall supply Chugach a copy of the weight ticket. No payment will be made for loads not accompanied by a weight ticket.

XUR2-11A - Type II (Municipality of Anchorage MASS)

XUR2-11B-D1 (State of Alaska)

XUR2-11C - Drain Rock (4" minus)

#### EXCAVATION & DISPOSAL OF UNSUITABLE MATERIAL XUR2-12

Material found by Chugach to be unsuitable for placement of equipment or as backfill will be removed from the project site and disposed of as specified. It will be measured in cubic yards by truck count. A truckload is defined as a truck volume of the dump bed agreed upon in writing by the Contractor and Chugach prior to hauling any material. Any truckload determined not to be a full load by Chugach will be reduced on a percentage basis.

#### LANDSCAPING - SURL

The general landscaping unit consists of all landscaping as required for the Project Area. This unit consists of one lot and will be paid for as a lump sum. This unit includes all material and labor required to repair or replace the specified property improvements damaged while installing or repairing Chugach's facilities.

## REMOVAL ASSEMBLY UNITS

## GENERAL

All the units are to be removed as described below in addition to any modifications that are outlined in the staking sheets and drawings. Removal of armor rod or compression connectors is included in these units.

Removal assembly units cover the furnishings of all labor for the removal of existing units, disassembling into material items, and all labor and transportation for returning all the requested materials in an orderly manner to Chugach's warehouse, or to an alternate site as provided in Exhibit G, and disposing as required by law of items not requested to be returned to Chugach Electric.

The unit removal prices shall include all material and labor required to reinstall in accordance with specifications any conductors temporarily detached. The Contractor will reinstall at its own expense any other units it removes for its own convenience.

The removal units are specified by an asterisk (\*) near the existing assembly unit designation. The following special notes apply to specific removal units:

1. *Poles*--The pole removal unit consists of the removal of one (1) pole of the specified height regardless of class. The unit includes the removal of the complete pole, backfill and tamping of the pole hole and disposal of the pole as required by law, or returned to Chugach's warehouse if specified in the Contract Documents. If the pole is returned to Chugach this unit includes the stripping of pole numbers, ground wire and staples. If Chugach changes this unit to topping and disposing of the pole top, it shall be topped six inches (6") above the highest remaining facility. If the pole is topped as a change in the scope of work, compensation shall be at two-thirds (2/3) of the cost for removing the entire pole. The Contractor will only be compensated for poles topped at the direction of Chugach.
2. *Primary Assemblies*--The unit of removal of primary assemblies includes, in addition to the removal of the assembly itself, any necessary handling, re-sagging, retying, reattaching or re-deadending of conductors in those cases where an existing primary assembly will be removed and replaced by a new primary assembly and where any existing conductor is to be reused. The removal of pole-top assemblies also includes any holding or handling of mainline or tap conductors at tap lines, angles, and deadends where such is involved, and reinstalling of such conductors in accordance with specifications. Removal of armor rod is included as part of this unit.
3. *Conductor*--The conductor removal unit covers the removal of 1,000 feet of conductor. The Contractor is required to remove from site and properly dispose of, unless otherwise specified, all wire, armor rods, connectors, jumpers and other accessories.
4. *Guys*--The same unit specifies all guys regardless of length, type of attachment or size of guy strand. This includes the guy wire, attachment, guy insulator and guy guard.
5. *Anchors*--Only anchor rods are to be removed by the Contractor in anchor removal units unless specified otherwise. The anchor will be left in the ground. If the rod cannot be unscrewed the end of the rod shall be driven or cut off so that the rod will be at least eighteen inches (18") below finished grade.

6. *Transformers*--The unit for removal of overhead and/or underground transformer assembly units consists of the transformer, its protective equipment, hardware and connectors. Unless otherwise specified in writing by Chugach, all transformers removed on a project are to be returned to Chugach's warehouse. Removal of armored tap rod and/or connectors is included as part of this unit.
7. *Secondary Units*--The unit for removal of overhead and/or underground secondary assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, adding or removing conductors, re-sagging and retying of secondary conductor or cables where existing secondary conductors or cable is to be reused. In addition, the unit for removal of secondary assembly includes the handling or holding of any conductor at tap lines where such is involved and the reinstalling of such tap conductors in accordance with the specifications.
8. *Service Units*--The unit for removal of overhead and/or underground service assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, adding or removing conductors, re-sagging, and retying of service conductor or cable where existing service conductor or cable is to be reused.
9. *Overhead Miscellaneous Removal Unit*--The overhead miscellaneous removal unit consists of the removal of switches, reclosers, capacitors, primary metering, cutouts, ground rods and miscellaneous hardware. The removal of switches, reclosers, capacitors and primary metering equipment will include the removal of the equipment and the associated hardware. Unless otherwise specified in writing by Chugach, each switch, recloser, capacitor and primary metering assembly removed on a project shall be packaged as one complete assembly and returned to Chugach's warehouse. All ground rods shall be removed from the ground or driven or cut off so that the rod end will be a minimum of eighteen inches (18") below grade. Removal of armored tap rod and/or connectors is included as part of this unit.
10. *Underground Cable Removal Unit*--The underground cable removal unit consists of physically removing the cable from the ground in a specified span or run.
11. *Underground Miscellaneous Removal Unit*--The underground miscellaneous removal unit consists of the removal of terminations, concrete/composite pads, switch cabinets, padmounted reclosers and primary metering, ground rods and miscellaneous hardware. The remaining cable end will be at least eighteen inches (18") below grade. If the cable end is inside a padmounted piece of equipment and coiled, the slack will be cut off no more than eighteen inches (18") above grade, removed, and the stubbed end of the cable tagged as abandoned. The removal of a pad shall include the compaction and backfill of the hole to match the existing grade. The removal of padmounted switch cabinets, reclosers and primary metering equipment will include the removal of the equipment and associated hardware. Unless otherwise specified in writing by Chugach, all padmounted equipment removed on a project is to be returned to Chugach's warehouse. Fuse holders shall be returned to Chugach's warehouse with the switch cabinet. All ground rods shall be removed from the ground, or driven or cut off so that the rod end will be a minimum of eighteen inches (18") below grade. Removal of armored tap rod and/or connectors is included as part of this unit.
12. *Other Units*--Special projects such as substation and transmission construction will utilize units not listed in this section. Such units will be described in the specifications, drawings and bid sheets included with the bid documents for the project.

NOTICE TO PROCEED LETTER

(date)

(address)

Attention: (name)

Reference: (work order title and number)

Dear (name):

The proposal of \_\_\_\_\_ (name) \_\_\_\_\_ to construct electric facilities on work order \_\_\_\_\_ (number) \_\_\_\_\_, (project description) \_\_\_\_\_, received on \_\_\_\_\_ (bid opening date) \_\_\_\_\_, has been accepted by Chugach Electric Association, Inc., (Chugach).

Being the lowest responsive bidder, you are hereby authorized to proceed with the construction of work order \_\_\_\_\_ (number) \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ (amount) \_\_\_\_\_. This work order shall be completed by \_\_\_\_\_ (completion date) \_\_\_\_\_, as established in the bid documents.

All easements and rights-of-way have been obtained except as noted below:

It will be necessary to notify this office three (3) Chugach working days (Monday through Friday, excluding Chugach holidays [see Exhibit DD]) prior to starting construction so that Chugach can schedule an inspector and proceed with staking of the project. \_\_\_\_\_ has been tentatively assigned as the inspector for this project.

If you have any questions, please contact me at 762-XXXX.

Very truly yours,

CHUGACH ELECTRIC ASSOCIATION, INC.

cc: Project File  
Department Manager  
Senior Manager, Distribution Engineering

<b>CERTIFICATE OF COMPLETED CONSTRUCTION</b>		
PROJECT NAME: _____		
WORK ORDER NUMBER: _____	RELATED WORK ORDER NUMBER: _____	
WORK PLAN NUMBER: _____	CONTRACT NUMBER: _____	
WORK COMPLETED BY: _____		ENERGIZED DATE: _____
Printed Contractor Name		
<p>I, the undersigned Chugach site representative for the above-referenced project, certify that:</p> <ol style="list-style-type: none"> <li>1. The construction performed complies with applicable specifications, plans and drawings.</li> <li>2. The final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the Project and of all work performed in accordance with the Outside Electrical Line Construction Contract.</li> <li>3. As-built drawings and/or structure sheets upon which the Final Inventory is based show the accurate locations, number, and kind of all units of construction of the project and show all work performed in accordance with the Outside Electric Line Construction Contract.</li> <li>4. All defects in workmanship and materials reported during the period of construction of the Project have been corrected.</li> <li>5. Warehouse clearance has been obtained.</li> </ol> <p>By: _____ Date: _____</p> <p style="text-align: center;">Chugach Site Representative</p>		
<p>I hereby certify that:</p> <ol style="list-style-type: none"> <li>1. Sufficient inspection has been made of the construction reported to give me reasonable assurance that the construction complies with applicable specifications and standards and meets appropriate code requirements as to strength and safety. This certification is in accordance with acceptable engineering practices.</li> <li>2. The total cost of the Project construction as completed by the Contractor is (\$_____). The Project consists of facilities shown on the Final Inventory which is true and correct and which is attached hereto and made a part hereof.</li> </ol> <p>By: _____ Date: _____</p> <p style="text-align: center;">Authorized Department Manager/Engineer</p> <p>(or) _____ Engineer's Alaska License Number _____</p> <p style="text-align: center;">Name and Company (if not Chugach Staff)</p>		
<p>Consistent with my responsibilities under AS 08.40.195, Personal Supervision, the undersigned duly authorized representative of the Contractor certifies that:</p> <ol style="list-style-type: none"> <li>1. The Project has been completed in accordance with the provisions of the Outside Electrical Line Construction Contract and work order documents noted above, provided, however, that acceptance of the Project by Chugach shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or materials discovered within two years after the date of completion.</li> </ol> <p>_____ Contractor's Electrical Administrator      _____ License No.      _____ Date</p>		
<ol style="list-style-type: none"> <li>1. Payment in full has been made to all persons who have furnished labor and material for the project.</li> <li>2. The Contractor has obtained valid releases of lien from all persons, firms and/or corporations furnishing materials, supplies, and appliances that were employed by the Contractor in the performance of the Construction Contract.</li> <li>3. The Contractor will indemnify and hold harmless Chugach from any claim or lien arising out of the performance of the Contract that may have been or may be filed against Chugach.</li> </ol> <p>By: _____ Alaska Business License Number _____</p> <p style="text-align: center;">Contractor's Authorized Approving Authority</p> <p>Official Title: _____ Date: _____</p>		
<p>ACCEPTED: _____ Date: _____</p> <p style="text-align: center;">Senior Manager, Distribution Engineering Chugach Electric Association, Inc.</p>		

**Chugach Electric Association, Inc.****INVITATION TO BID**

(Date: Must be the same date the fax is sent out)

**TO:** Chugach Electric Association, Inc., 2019 - 2020 Outside Electrical Line Construction Contract Contractors via Fax Line.

You are invited to submit a proposal for Chugach Work Order (number), (project title) located in the Municipality of Anchorage.

Work generally consists of (add paragraph for brief description capturing the essence of the work.)

This project (is/is not) subject to the union signatory sections of Chugach's Outside or Generation Agreements contained in Exhibit N of the 2019 – 2020 Outside Electrical Line Construction Contract.

**(Option, if project is subject to union signatory above, then add the following:)**

If this project is subject to the union signatory sections of Chugach's Outside or Generation Agreements, please note that bidding is open to all contractors regardless of union signatory status. Contractors are not required to be signatory to a current collective bargaining agreement with IBEW Local 1547 in order to bid on the project. The signatory requirement only becomes applicable to the successful bidder once a contract is awarded. The successful bidder can comply by either establishing that (1) it is signatory to a current collective bargaining agreement with IBEW Local 1547, (2) by executing a collective bargaining agreement with IBEW Local 1547, or (3) by executing an agreement with IBEW Local 1547 to comply with the terms and conditions set forth in the most current agreement between IBEW Local 1547 and the Alaska Chapter National Electrical Contractors Association, Inc. If the successful bidder elects the third option the Agreement will be limited to the scope of the work and duration of the project.

**(Option, if the project is subject to Little Davis-Bacon Act as a result of being a State or Municipal project, then add the following:)**

The State of Alaska, Department of Labor has determined that this type of project is subject to Alaska's Little Davis Bacon Act, AS 36.05.010 *et seq.* Accordingly, all laborers, mechanics and field surveyors performing work on the project shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36, Chapter 5 of the Alaska Statutes. Payroll records shall be prepared and maintained as described in AS 36.05.040 and regulations for implementing provided to Chugach upon request.

**(Option, if the project is not construction work but involves maintenance or operations work normally performed by Chugach bargaining unit employees, add the following two paragraphs:)**

This project is subject to the union standards sections of Chugach's Outside or Generation Agreements as set forth in Exhibit N of the 2019 - 2020 Outside Electrical Line Construction Contract. Those sections provide, in relevant part, as follows:

All subcontracting of maintenance and operation work normally performed by employees covered by this Agreement shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36.

In order for Chugach to monitor compliance with those sections of the Outside or Generation Agreements, payroll records shall be prepared and maintained by the Contractor in the manner described in AS 36.05.040 and implementing regulations and delivered to Chugach on a weekly basis.

Please base your bids on the following conditions:

- All Contractor bids must be valid until 5:00 pm, (date). After that time the Contractor shall have the option of retracting its bid. Projects awarded as late as and including the last day the Contractor's bids are valid are not subject to contractor claim for delay of award.
- Contractor shall begin work within (specify number of days) calendar days of Notice to Proceed.
- Completion time for this project is (specify number of days) calendar days from the date of the Notice to Proceed.
- Liquidated damages in the amount of \$ (specify dollar/cents amount---for distribution line projects use \$592.88 unless there are special circumstances) per calendar day for each day Contractor fails to complete the work by the completion date specified in the Notice to Proceed.
- Completion date as specified in the Notice to Proceed
- Hydro-ax/brush hog clearing (is/is not) permitted
- As-built drawings (are/are not) required
- A Bid Bond (is/is not) required.

**(Option: Bid bonds are required on all Chugach projects including line extensions estimated at \$100,000 or greater, contractor amount, and all State and Municipal relocation projects regardless of contractor's estimated dollar amount. If a bid bond is required above add the following:)**

A bid bond in the amount of 10% of the bid shall be provided with the Bid documents. A certified check made payable to "Chugach Electric Association, Inc." may be substituted for the Bid Bond.

- Written releases of liens (are/are not) required
- Other (specify):

**(Option #1)**

A Pre-Bid Conference will not be conducted for this project.

**(Option #2)**

A Pre-Bid Conference is scheduled for (\_\_\_\_:\_\_\_\_ a.m./p.m.) Anchorage time, (date), in the Operations Conference Room at Chugach's Operations Building "C," 5601 Electron Drive, Anchorage, Alaska. In-person Contractor representation attendance at this Pre-Bid Conference (is/is not) mandatory.

All bids delivered in person or submitted by Fax (907) 762-4699 must be received prior to (\_\_\_\_: p.m.) Anchorage time, \_\_\_\_\_ date \_\_\_\_\_, at Chugach's Headquarters Building "A," first floor Purchasing Office, 5601 Electron Drive, Anchorage, Alaska.

**Notice to Proceed shall not be issued until Chugach has received (1) all bonds required by this Invitation to Bid (ITB) in the required amounts and forms and properly executed by the appropriate individuals and (2) a certificate of insurance establishing the builders' all risk coverage as required by this ITB and specifications. The contract time allowed for completion of this contract shall not be extended or suspended by any delay by Contractor in providing these documents necessary for the Notice to Proceed to be issued.**

No work shall begin until the successful bidder has been issued a written Notice to Proceed.

A Pre-Construction Conference (will/will not) be required. Weekly construction progress meetings (will/will not) be held.

All work shall be performed in compliance with all applicable local, state and federal ordinances, orders, statutes, rules and regulations.



The Contractor shall furnish all material required for the project that is not indicated on Chugach's material issue form. Chugach must approve all Contractor-furnished material prior to installation.

The Contractor shall secure locates and assume responsibility for damage to any and all overhead and underground facilities.

Construction of this project (will/will not) involve work on energized equipment. Outages (may/will/will not) be granted.

**(Option on outage granting, if may or will above, add the following paragraph:)**

Outages will be subject to advanced coordination/notification and Chugach electrical system requirements in effect for the time period the outage is requested.

Contractor shall take delivery of all materials within ten (10) days of Notice to Proceed.

Contractor's workmanship shall be warranted for (specify number of years) years following Chugach acceptance of the project completion documentation.

Unit bids shall reflect all work noted on the staking sheets even if not assigned a separate unit description.

The Contractor will not energize new or existing primary facilities in the absence of Chugach's Site Representative unless advanced written approval is secured from Chugach.

Payment for Contractor work is accomplished through use of a Completed Construction Report prepared by Chugach's Site Representative and signed off by the Contractor's representative. Total payment is made on actual units completed, not on estimated units stated in the bid documents unless otherwise stated in writing. Chugach has no obligation to subsequently reconcile or assist in reconciling the Contractor's billing records.

Chugach reserves the right to define and waive irregularities, to accept or reject any or all proposals/bids, in whole or in part, and to reissue, withdraw or cancel the solicitation/project in its entirety for any reason including its subsequent determination to perform the Work in-house without liability of any type to bidder/proposer, including but not limited to any costs associated with proposal/bid preparations and submittal.

All questions regarding the bid documents are to be directed to Chugach's Construction Manager at (907) 762-4618. The Manager will either address them or refer them to the most knowledgeable individual associated with the project.

If you do not currently maintain a Contractor mailbox at Chugach's Operations Building "C," you must request a bid package by submitting a Fax request to (907) 762-7633 or by calling Chugach's Manager of Distribution Construction. Chugach will initiate return of a bid package within one Chugach work day of the request, by Federal Express, UPS, DHL or U.S. Express Mail as determined by Chugach. Contractors not regularly participating in bid solicitations may be subject to a mailing charge. There is no charge for the bid package.

CHUGACH ELECTRIC ASSOCIATION, INC.

Shelly Schmitt, P.E.  
Senior Manager, Distribution Engineering

cc: Project File  
W.O. \_\_\_\_\_ File

*Template revised November 12, 2012*

--End of Invitation to Bid--

**Bid Sheet**

WORK ORDER NUMBER: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BIDS ARE DUE PRIOR TO 2:00 P.M.: \_\_\_\_\_

This bid is submitted subject to the terms of the 2019 - 2020 Outside Electrical Line Construction Contract between Chugach Electric Association, Inc. and the undersigned for the above project as set out in the Invitation to Bid.

Project Bid Quotation: \_\_\_\_\_

Quotation Expires: \_\_\_\_\_ 5:00 P.M. \_\_\_\_\_

Contractor's Alaska License No.: \_\_\_\_\_

Insurance Expires: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_

Liability: \_\_\_\_\_

Automobile: \_\_\_\_\_

Contractor Sell Rate: \_\_\_\_\_

Contractor Labor Man-Hours: \_\_\_\_\_

**EXCEPTIONS AND QUALIFICATIONS**

Exceptions or qualifications taken by the Bidder to any of the documents furnished with this Invitation to Bid or clarifications to the Proposal shall be stated below and, if none, Bidder shall state "NONE."

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

**SUBCONTRACTORS**

The Bidder shall indicate below the Work intended to be subcontracted to others.

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

By Contractor: \_\_\_\_\_

Dated: \_\_\_\_\_

**BID ACCEPTED SUBJECT TO TERMS AND CONDITIONS OF THE OUTSIDE ELECTRICAL LINE CONSTRUCTION CONTRACT**

By Chugach Electric Association, Inc.: \_\_\_\_\_

Dated: \_\_\_\_\_

## WAREHOUSE PROCEDURES

1. Material will not be issued without a copy of the Notice to Proceed. The amount and/or quantity of material received shall be acknowledged on the material issue ticket by the signature of the Contractor or its agent. Damages and/or shortages will be noted on the issue ticket at the time of receipt. Responsibility for the items signed for will pass to the Contractor. No material will leave Chugach's premises without proper documentation.
2. The Department Manager responsible for the project will approve additions or corrections concerning material to be issued. Responsibility for obtaining these changes shall rest with the Contractor. Warehouse personnel will only provide the name, phone number and location of the person most likely to provide the authority.
3. In the event that standard available material to be supplied by Chugach is not available, the Contractor will notify Chugach in writing as to whether or not it can supply the material and at what cost such material can be supplied. The Contractor will be granted an equitable extension of time and be compensated for materials furnished over and above the contract amount, at a price mutually agreed upon in advance. In the event the Contractor fails to obtain the concurrence of Chugach before furnishing additional materials, then Chugach will reimburse the Contractor at Chugach's inventory cost for the items furnished.
4. It is not the intent of Chugach to compete with local vendors/suppliers. We recognize that emergencies do happen and the following procedures will be utilized to address sales and loans:
  - A. Chugach will not loan any materials to Contractors.
  - B. Sales of materials to Contractors will be allowed if Chugach has the necessary inventory and the Contractor has exhausted all normal means of securing materials from local vendors. All sales will be considered final.
  - C. The responsible Department Manager or their designee and the Warehouse Manager must approve sales.
  - D. A material issue ticket approved by the responsible Department Manager or their designee must be presented to the warehouse for issue of material.
  - E. No sale will be permitted without a copy of a valid purchase order from the Contractor.
  - F. Chugach will bill the Contractor at 120% of the replacement value of the material as determined by Chugach.
5. Hours for Contractor material issue/return are 0930-1500 (9:30 a.m. – 3:00 p.m.) Monday through Friday. Twenty-four (24) hours advance notification to the warehouse, excluding Saturday, Sunday and Chugach holidays, is required. No deviation from these hours will be allowed except in emergency situations and only after coordinating with the Warehouse Manager or his Foreman. The Warehouse Manager or his Foreman may waive the twenty-four (24) hour notification requirement for the issuing of small quantities of shelf stock items to the Contractor.
6. Returned material shall be packaged and identified accurately in correlation with the paperwork. Units normally issued in unassembled components will be disassembled by the Contractor, packaged and identified which will allow for immediate restocking and/or

reissue. Warehouse personnel will refuse any item not appropriately packaged or identified. Acknowledgments of receipt will be denied on unauthorized returned material (need written authorization).

7. Unless otherwise approved by Chugach, the Contractor will take delivery of all Chugach-furnished materials at one time.

## PERFORMANCE EVALUATION CONSTRUCTION CONTRACTOR

Chugach Electric Association, Inc.  
Contractor Performance Assessment

Contractor: \_\_\_\_\_ **W.O. Name:** \_\_\_\_\_  
 NTP Date: \_\_\_\_\_ **W. O. Number:** \_\_\_\_\_  
 Closeout Dollar Value: \_\_\_\_\_ Required Completion Date: \_\_\_\_\_  
 Prepared by \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 (Including Approved Time Extensions)

O – Outstanding – definitely exceeds requirements  
 A – Above average – somewhat exceeds requirements  
 S – Satisfactory – meets requirements  
 M – Marginal – barely meets requirements  
 U – Unsatisfactory – does not meet requirements  
 N/A - Not applicable

**Provide an explanation of all marginal (M) and unsatisfactory (U) ratings. Please make additional comments as applicable on all ratings.**

**SCHEDULING**

- Did the Contractor provide a realistic schedule with sufficient detail to allow determination of key milestones? ☐ Yes ☐ No ☐ N/A
- Rate the timeliness and quality of required reports and documentation such as progress schedules, progress reports, submittals, record drawings and payroll submittals.

O      A      S      M      U      N/A

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- Rate the contractor's ability to adhere to the approved project schedule and initiative in resolving conflicts and delays, if any.

O      A      S      M      U      N/A

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O – Outstanding; A – Above Average; S – Satisfactory; M – Marginal; U – Unsatisfactory; N/A – Not Applicable

4. Was the project completed on schedule? If not, explain the reasons for the delay(s).

☐ Yes      ☐ No

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5. Rate the contractor's ability to deal with changes and submit related proposals in a timely manner.

O      A      S      M      U      N/A

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6. Rate the contractor's timeliness in completing punch list items.

O      A      S      M      U      N/A

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7. If the project included a warranty, rate the contractor's timeliness and technical response to warranty calls.

O      A      S      M      U      N/A

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## MANAGEMENT

8. Did the Contractor have a Superintendent or General Foreman visit the work site on a regular basis?

☐ Yes      ☐ No

9. Rate the Contractor's ability to commit adequate resources to the project.

O      A      S      M      U      N/A

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O – Outstanding; A – Above Average; S – Satisfactory; M – Marginal; U – Unsatisfactory; N/A – Not Applicable

10. Rate the Contractor's ability to coordinate, integrate and provide for effective subcontractor management.

O      A      S      M      U      N/A

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11. Rate the Contractor's ability to manage personnel on the job site.

O      A      S      M      U      N/A

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12. Rate the Contractor's ability to settle labor disputes without impacting the project.

O      A      S      M      U      N/A

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13. Rate the Contractor's ability to comply with labor laws and regulations, especially safety standards.

O      A      S      M      U      N/A

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### **COST CONTROL**

14. If the project included change orders, rate how easy it was to negotiate a fair and reasonable price.

O      A      S      M      U      N/A

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15. Rate the Contractor's ability to keep the project within scope.

O      A      S      M      U      N/A

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O – Outstanding; A – Above Average; S – Satisfactory; M – Marginal; U – Unsatisfactory; N/A – Not Applicable



16. Rate the Contractor's ability to respond to technical directions, contract change orders, etc.

O      A      S      M      U      N/A

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### **QUALITY**

17. Rate the qualification level of the Contractor's key personnel (superintendent, engineering, project manager, field foreman, etc.).

O      A      S      M      U      N/A

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18. Rate the Contractor's professionalism, cooperation and responsiveness.

O      A      S      M      U      N/A

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19. Were complaints received about the Contractor (or Contractor employee(s)) relative to respect for personal property and/or communications with Chugach consumers or the general public?

☐ Yes      ☐ No

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20. Was the contract terminated prior to completion? If yes, provide details as to how and why.

☐ Yes      ☐ No

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21. Were there any claims on this project? If yes, explain how they were resolved.

☐ Yes      ☐ No

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O – Outstanding; A – Above Average; S – Satisfactory; M – Marginal; U – Unsatisfactory; N/A – Not Applicable

22. Rate the overall quality of the Contractor's workmanship and the final product(s).

O      A      S      M      U      N/A

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cc: Project File

Exhibit H  
2019 - 2020 OELCC

O – Outstanding; A – Above Average; S – Satisfactory; M – Marginal; U – Unsatisfactory; N/A – Not Applicable

**Chugach Electric Association, Inc.  
Initiator Change Order Request**

Sheet Reference #: \_\_\_\_\_ of \_\_\_\_\_ ICOR Reference #: \_\_\_\_\_

Project Description: \_\_\_\_\_

Work Order Number: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Project Contractor: \_\_\_\_\_ Designer/Project Engineer: \_\_\_\_\_

Change Order Proposed By: \_\_\_\_\_ DATE: \_\_\_\_\_

**Description and Justification for Proposed Change**

- ☐ Adjustment for Actual Quantities      ☐ Change in Project Scope      ☐ Design Discrepancy  
☐ Agency/Customer Initiated Change      ☐ Change in Site Conditions      ☐ All Others

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**Authorization to Proceed**

Chugach Job Site Representative \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment by Contractor at Job Site: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposed Unit Changes  
(Use back page if necessary)**

Sheet Number	Change Location	Unit Description	Unit Cost	Add/ Delete	Extended Unit Cost
Time Extension Allowed (this request)			Change Total from back:		
			Change Grand Total:		

**Project Change Order Acceptance**

By Customer/State/Municipal Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

By Contractor Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Was Customer Billed for the Change    ☐ Yes      ☐ No

**Project Change Order Authorized by Chugach Approving Authorities**

☐ Department Manager/Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Senior Manager, Engineering: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SR VP Power Supply: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Chief Executive Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRIBUTION AFTER FINAL: PROJECT FILE, SENIOR MANAGER, DISTRIBUTION ENGINEERING SERVICES,  
CONTRACTOR, DEPARTMENT MANAGER**

Sheet Number	Change Location	Unit Description	Unit Cost	Add/ Delete	Extended Unit Cost
Change Total (bring total to front page)					

**ICOR CATEGORIES:**

**ADJUSTMENT FOR ACTUAL QUANTITIES** means those items such as trench length, clearing limits, cable lengths, excavations and sand bedding which were estimated at bid time and anticipated in advance to have a final adjustment.

**CHANGE IN PROJECT SCOPE** means Chugach revised the original intent of the project after bids were received or construction started due to a condition in the field or at the direction of the Department Manager. Design discrepancies are not included under this category.

**DESIGN DISCREPANCY** means the plans and specifications as prepared by a designer or consultant and issued for bids contained omissions or discrepancies between drawings, staking sheets, or specifications.

**AGENCY/CUSTOMER** means the agency/customer requesting the work caused/initiated a change in the project scope once the project was bid and construction commenced.

**CHANGE IN SITE CONDITIONS** means the Site conditions have changed from assumed or designed.

**OTHER** means all other items such as delay, switching, expedited schedules, etc. which do not fit into one of the six categories above.

Individual ICOR forms must be limited to one of the above categories. Categories are not to be mixed on the same request form.

NORTHERN PRINTING 562-6554

Chugach Form 540

CHUGACH ELECTRIC ASSOCIATION, INC.  
NON-COMPLIANCE NOTICETO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Date: \_\_\_\_\_  
Time: \_\_\_\_\_ AM/PM  
Chugach Site Representative: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

You are hereby notified that \_\_\_\_\_ test(s) / \_\_\_\_\_ inspection(s) indicates that the

\_\_\_\_\_  
did not conform to the specification requirements. The specification violated is Section \_\_\_\_\_ Article/  
Paragraph \_\_\_\_\_. Under the provisions of the contract specifications, the requirements are \_\_\_\_\_

Non-complying work may be required to be removed and replaced at no cost to the Owner.

It shall be your responsibility to determine the corrective action necessary and to determine whether you wish to  
discontinue operations until additional investigations by the Owner or Engineer confirm or refute the initial findings.\_\_\_\_\_  
By: Chugach Site Representative

Noncompliance notice was received by Contractor on \_\_\_\_\_ (date).

By: \_\_\_\_\_

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

cc: Project File

**CHUGACH ELECTRIC ASSOCIATION, INC.****OPERATING POLICY 018****DATE: September 15, 2003****ELECTRONIC COMMUNICATIONS SYSTEMS POLICY****I. OBJECTIVE**

To establish a policy for proper use and protection of the Association's electronic communications systems, which includes telephones, voice mailboxes, wireless services, two-way radios, cellular phones, fax machines, e-mail, personal digital assistants, pagers, internet connections, desktop and laptop computers, network computer hardware, and computer software.

**II. SCOPE**

This policy applies to all Association employees as well as contractors, consultants and others who have authorized access to these systems ("users").

**III. CONTENT**

**A. Association Property.** The Association has established and installed electronic communications systems to enhance communications and facilitate performance. As such, they are the property of the Association and not of the users. All communications sent, received, or stored on these systems are Association properties and no user should consider them, or the information they place or receive on them, private. The systems and their use may be periodically audited or monitored to ensure compliance with this policy and to perform operational, maintenance, security and investigative activities, including random or automated unannounced reviews. All communications should be made with the understanding that they may be listened to, read or accessed by parties other than the intended recipient. All user communications must be done in compliance with all federal, state and local laws.

**B. Authorized Use.** The Association's electronic communications systems are provided to users for Association business purposes. Limited and occasional incidental personal use is permissible so long as it:

- Does not preempt any work activity or duty of a user;
- Is not used for any illegal purpose or activity or for any other unauthorized use;
- Does not divulge confidential Association information to unauthorized parties;
- Does not violate any Association policies or procedures, including equal opportunity and sexual harassment policies;

## OPERATING POLICY 018

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- Is not used for fundraising except for activities explicitly sponsored by the Association;
- Is not used for a personal business endeavor;
- Does not result in more than de minimis added costs to the Association or interfere with the efficient operation of any Association system.

**C. Unauthorized Use.** Unauthorized, inappropriate use or misuse of the Association's electronic communication systems includes:

- Accessing web sites or phone numbers or transmitting statements that include: sexually explicit or obscene images or messages;
- Racial, sexual, profane, or derogatory communications or harassment;
- Accessing, voluntarily receiving or communicating materials related to gambling or any other illegal activity;
- Storing or printing any of the above on Association property or equipment;
- Installing or downloading unregistered or unlicensed software or software which has not been approved and installed by the Association (including games, tax programs) to Association equipment;
- Installing or downloading Association-licensed or registered software programs on personal equipment or to unauthorized users;
- Selling, transmitting, copying or otherwise using Association materials or information without authorization;
- Unauthorized access or causing damage to Association electronic communications systems, or enabling others to do so (such as "hacking");
- Excessive use of Association electronic communications systems during work hours for non-Association related purposes;
- Providing a user's password to another without authorization;
- Deviating from the business network access policies or procedures;
- Utilizing Association electronic communication systems for personal businesses enterprises;
- Making any communication that disparages the Association, its officers, agents, directors or employees or which is illegal, unethical or in violation of Association policies or procedures.

Unauthorized use or misuse, including non-Association business overuse of the Association's electronic communications systems may result in user suspension or loss of electronic communication system access and discipline, up to and including discharge; termination of the Association's contract with a consultant or contractor user; and/or civil or criminal action.

**D. Reporting Security Problems.** The Director of Information Services or the Manager, Telecommunications/EMS, respectively, or their designees, and the user's supervisor or project manager, as applicable, are to be promptly contacted if unauthorized use or a breach of security of the Association's electronic



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communications systems or if sensitive information has or is suspected of being lost or disclosed to unauthorized persons. This includes loss, misuse or theft of passwords, a computer virus infection, or unusual system behavior such as missing files, frequent system crashes, and misrouted messages.

**E. Electronic Mail.** Electronic mail (e-mail) is a corporate record. Association e-mail is not encrypted. Messages intended to be confidential, for limited distribution or containing sensitive information should be clearly marked as such and should not be forwarded or copied without the consent of the sender. E-mails from attorneys should never be forwarded or copied without the attorney's consent. All e-mails (both received and sent) will automatically be deleted after sixty (60) days unless they have been archived. Users shall not forward Association e-mails or documents to their personal e-mail accounts. When using e-mail for non-Association purposes, care should be taken to avoid any representation that the communication is made by or on behalf of the Association.

**F. Network, Internet and Computer Hardware.** Users shall not place Association material (including software, internal memos or other information) on any publicly accessible Internet site, unless the Chief Executive Officer or his/her designee or appointed representative has first approved the posting of these materials. Users may only participate in business-related bulletin board discussions, chat sessions, and similar offerings on the Internet. When doing so, users must state that the opinions expressed are their own, unless otherwise authorized. Information shall not be disclosed which is confidential or proprietary, is critical of the Association, or may adversely affect the Association's reputation or finances in any way.

Users shall not modify computer hardware configurations to add or remove components. Users shall not connect anything to Association computers, printers or network connections or other electronic communication systems without the consent of the Director of Information Services or the Manager, Telecommunications Systems/EMS, as applicable.

**G. Software Management.** Only the Association's Information Services Department is authorized to install, maintain, and support software on Association computers connected to the Association's business network and stand-alone laptop computers, and will remove software that has been purchased, installed or modified in any manner not allowed by this Policy or approved by the Information Services Department. The Information Services Department will budget software purchases at the request of each department. Said software must meet Information Services Department software standards.

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- H. **Two-Way Radios.** Only the Telecommunications/EMS Department shall distribute, install, maintain, and support two-way radios. All two-way radios must be operated in compliance with, and are subject to, FCC regulations.
- I. **Miscellaneous.** This policy is intended to, and shall be interpreted to comply with, all applicable law.

IV. **RESPONSIBILITY**

The Chief Executive Officer shall be responsible for the overall administration of this policy. The Chief Executive Officer shall also be responsible for making delegations of authority to staff members for the implementation of the specific provisions as well as the intent of this policy.

Date Approved: December 15, 2003



Evan J. Griffith  
Chief Executive Officer

## CHUGACH ELECTRIC ASSOCIATION, INC.

STANDARD OPERATING PROCEDURE: 025

DATE: 03-01-88TWO-WAY RADIO OPERATIONI. AUTHORITY

Operating Policy 020, Operation of Two-Way Radios

II. PURPOSE

To ensure radio discipline and compliance with Federal Communications Commission Policies and procedures

III. SCOPE

This procedure applies to the use of all of the Association's two-way radios.

IV. RESPONSIBILITIES

## A. Users will:

1. Acquaint themselves with these procedures and comply with them when using the Association's radio equipment.
2. Determine the number of mobile and portable radios required for their operation and budget for this equipment. See Standard Operating Procedure 024, concerning procurement of two-way radio equipment.
3. Control all two-way radio equipment used by their people.
4. The Base Station or Net Control Station will always identify their call sign and channel number on the first transmission of a radio message. If the message becomes prolonged, the Base Station will repeat the call sign at least every thirty minutes.  
Example:

"SNDK-581, Channel 1. Dispatch calling Mobile 275  
.....message.....  
Dispatch out."

5. Mobile units will identify themselves by stating their vehicle number and channel number on their first transmission.  
"Mobile 277, Channel 1 calling Dispatch."  
"WNDK-581, Dispatch. Go ahead, Mobile 277."  
.....Message.....  
"Mobile 277 out."

6. Added: Portable units will identify themselves by stating the number stamped on the case of the radio and channel number being used.

Example:

"Portable 101, Channel 1 calling Dispatch."

"WNDK-581, Dispatch. Go ahead, Portable 101."

.....message.....

"Portable 101 out."

7. Use only authorized nets and frequencies when conducting Association business.
8. Keep all transmissions as short as possible by limiting what is said to the bare minimum of words required to be understood.
9. Use Association equipment and nets only for conducting Association business. Note that this is a FCC requirement as well as an Association policy. The FCC licensed these nets in a special band of frequencies authorized for conducting utility business. Gross misuse of the nets for other than utility operation is grounds for rescinding the frequency authorization.
10. Do not use profanity while transmitting over the radio.
11. Do not rebroadcast transmissions originating from other sources, i.e., do not rebroadcast transmissions from AM, FM or other two-way radio stations.
12. Report to the Manager of Electronics all radio interference problems.
13. Report all two-way radio maintenance problems to the Electronics Shop.
14. Report the loss of all two-way radio equipment to the responsible Department/Division and to the Electronics Department.

B. Electronics Department will:

1. Obtain licenses for all two-way radio nets used by the Association. Decide which departments/functions will use which nets.
2. Oversee the procurement of two-way radio equipment to ensure that high quality equipment is purchased. The Electronics Department will accomplish this task by providing the Administrative Services with specifications for equipment to be bought and by inspecting each piece of equipment as it is received from vendors.
3. Be the point-of-contact for the FCC. All interference reports and violations citations will be processed by the Electronics Department.
4. Be responsible for maintaining all two-way radio equipment owned by the Association. Maintain sufficient spare equipment to minimize outages occurring with standard mobile and portable radios.

V. TWO-WAY RADIO NETS

A. UHF Channels

1. Channel/Mode 1: Dedicated to line operations in the Anchorage bowl area (see attached diagram showing approximate coverage). Dispatch will be the Base Station and monitor this channel continuously. The authorized users are line crews and helicopters providing support to line crews. Occasionally when other Association personnel need to communicate with a line crew or Dispatch, they may obtain permission from the Base Station to enter the net for short periods of time. Under no circumstances will they interfere with communications concerning line operation.
2. Channel/Mode 2: Dedicated for Line Crew to Line Crew coordination. Note that this channel does not work off of a repeater and therefore is very limited in range. Neither is this channel monitored by Dispatch. It is to be used by Line Crews working in the vicinity of each other to coordinate work that does not have to be monitored by Dispatch. Its purpose is to lessen the traffic on Channel/Mode 1.

3. Channel/Mode 3: Dedicated to Connects & Disconnects, Meter Ship, Meter Readers and Consumer Services for communications within the Anchorage Bowl (see attached diagram showing approximate coverage). The Operations Center will be the Base Station/Net Control Station for this net. Dispatch will not monitor this channel unless specifically requested via Channel #1.
4. Channel/Mode 4: A common-user talk-around channel that can be used by two-way-radio users in close proximity to each other. This channel does not work off a repeater and therefore is limited in range to line-of-sight distances. Dispatch does not monitor this channel. Nor is there a base station.
5. Channel/Mode 5: Common user communications within the Anchorage Bowl area (see attached diagram showing approximate coverage). Users will include Electronics Department, Engineering Technicians, Administrative Services and Relay Technicians. This channel is equipped with radiotelephone interface for making outgoing telephone calls. Dispatch will not monitor this channel unless specifically requested to do so.
6. Channel/Mode 6: A common-user talk-around channel the same as channel/Mode 4.
7. Channel/Modes 7 & 13: Common-user communications around Turnagain Arm and Beluga Power Plant; however, when either of these channels are needed for line operations, they will become dedicated for that purpose, i.e., all others will refrain from using the. Users of this net will listen for several minutes prior to transmitting to insure that line operations are not in progress. Dispatch is net control for this channel and will continuously monitor it.
8. Channel/Mode 8: A common-user talk-around channel the same as channels/Modes 4 and 6.
9. Channel/Mode 9: Common-user communications for the Kenai Peninsula. Again, when line operations are being performed in this area, Channel/Mode 9 will become dedicated to the line crews involved. Users should listen several minutes prior to transmitting on this net to insure that they do

not interfere with line operations. Dispatch is net control for this channel and will continuously monitor it.

10. Channel 1, Beluga Portable Radios Only: The small portable radios issued to maintenance personnel at Beluga have a different frequency set into channel 1. The frequency for their Channel 1 works off a very weak repeater that services the plant and may reach some areas immediately surrounding the plant. The plant Control Center is net control for this channel.

B. VHF Channel (s)

Channel 1 is dedicated to the Electrical Engineering Division. Dispatch will not monitor this channel unless specifically requested to do so.

VI. IMPLEMENTATION

This procedure will be implemented by the Electronics Department.

VII. EFFECTIVE

This procedure is effective upon approval of the General Manager.

Date: 03-01-88  
General Manager

(Signature on File)

**AGREEMENT COVERING  
TERMS AND CONDITIONS OF EMPLOYMENT  
GENERATION PLANT PERSONNEL**

**Between**

**CHUGACH ELECTRIC ASSOCIATION, INC.  
Anchorage, Alaska**

**and**

**INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS  
LOCAL NO. 1547  
AFL/CIO  
Anchorage, Alaska**

**Effective through June 30, 2013**

**Extended from July 1, 2013 through June 30, 2017**



### Generation Agreement

**Section 2.12 Contracting Out - Purpose:** It is understood and agreed that the function of Sections 2.12.1-5 are not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

**Section 2.12.1 Emergency Conditions and Supervisors Working:** The Employer agrees to refrain from assigning or transferring work normally being performed by employees in job classifications falling within the scope of this Agreement to any supervisor or unrepresented position, except with consent of the Union, in the case of an emergency or where consistent with historical practice.

**Section 2.12.2 Warranty Work:** Section 2.12.1 shall not prohibit the employees of a manufacturer or supplier who is doing warranty work from trouble-shooting or working on equipment, systems, or apparatus supplied to the Employer which are still under warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

**Section 2.12.3 Erosion of Work Force:** No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work with the underlying purpose of eroding the size of the bargaining unit.

**Section 2.12.4 Union Signatory Clause:**

(a) In order to preserve work traditionally performed by bargaining unit members, the Employer shall require that contractors for new construction involving any electrical work normally performed by employees covered by the Generation Agreement which is to be done at the site of construction of transmission lines, distribution lines, substations, SCADA systems, and inside wiring, become signatory to a current collective bargaining agreement with International Brotherhood of Electrical Workers Local 1547 if they are the successful bidder on a project. This requirement shall become applicable once a bid is awarded. Contractors or subcontractors need not be signatory to such agreement in order to bid on the project. Bidding is open to any contractor. In order to comply with this section, those contractors not already signatory to a collective bargaining agreement with the IBEW may either become signatory or they may execute an agreement with the IBEW to comply with the same terms and conditions set forth in the most current applicable agreement between IBEW Local 1547 and the Alaska Chapter National Electrical Contractors Association, Inc., which agreement is limited to the scope of the work and duration of the project. The IBEW and any successful bidder shall promptly enter into an agreement as necessary to comply with this section.

(b) This signatory provision will be interpreted and applied in good faith by both parties.

The Employer shall not design a project, draw up job specifications or engage in any other practices for the purpose of intentionally taking itself outside the scope of the lawful application of the construction industry proviso in 29 USC 158(e).

(c)

(1) Work intended to maintain and operate existing facilities, or equipment at their original location, capacity and intended use (including maintenance clearing and trimming) is maintenance and operations, not new construction, and is covered by all the above-referenced provisions except the signatory clause set forth at Section 2.12.4(a). All subcontracting of maintenance and operation work normally performed by employees covered by this Agreement shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36.

(2) Right-of-way clearing is exempt from the union signatory clause either when it does not constitute construction activity or when it has not normally and traditionally been performed by the bargaining unit.

(3) Contracts for construction work, including the non-electrical alteration, painting or repair of buildings, will not be covered by the Union signatory clause when such work is not normally performed by members of the bargaining unit.

(d) It is mutually agreed that “inside wiring” shall be defined as work necessary to the installation and construction of electrical facilities within Association buildings and structures or associated electrical work on the load side of the Association’s meter subject to the National Electrical Code. It is understood that this definition will not conflict with or limit work performed by classifications covered under the Outside or Generation Agreements.

**Section 2.12.5 Methods of Dispute Resolution:** The parties shall not enforce Sections 2.12.1-4 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over the application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.12.1-4. Before Employer may award any contract or subcontract (including task order contracts and unit price contracts) or assign any work covered by Sections 2.12.1-4 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if the Union so elects and the Employer will not refuse to arbitrate subcontracting grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party will be liable for the other side’s attorney’s fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contracts, individual jobs issued under a unit price contract, contracts or subcontracts in an amount of \$50,000 or less, professional services, or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

**Section 2.12.6 Data Processing Department:** Sections 2.12.1-5 of this Agreement shall not apply to employees in the Information Services Department (formerly Data Processing). Instead, Sections 2.13-13.3 of the Office and Engineering Agreement shall apply to employees in the Information Services Department (formerly Data Processing).

**AGREEMENT COVERING  
TERMS AND CONDITIONS OF EMPLOYMENT  
OUTSIDE PLANT PERSONNEL**

**Between**

**CHUGACH ELECTRIC ASSOCIATION, INC.  
Anchorage, Alaska**

**and**

**INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS  
LOCAL NO. 1547  
AFL/CIO  
Anchorage, Alaska**

**Effective through June 30, 2013**

**Extended from July 1, 2013 through June 30, 2017**

### Outside Agreement

**Section 2.13 Contracting Out - Purpose:** It is understood and agreed that the function of Sections 2.13.1-4 are not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

**Section 2.13.1 Erosion of Work Force:** No regular employee shall be laid-off, terminated or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work for the underlying purpose of eroding the size of the bargaining unit.

**Section 2.13.2 Warranty Work:** The Employer may without penalty contract out work involving the installation, troubleshooting and/or repair of equipment and apparatus if required by the terms of a manufacturer's or supplier's warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

#### **Section 2.13.3 Union Signatory Clause:**

(a) In order to preserve work traditionally performed by bargaining unit members, the Employer shall require that contractors for new construction involving any electrical work normally performed by employees covered by the Outside Agreement which is to be done at the site of construction of transmission lines, distribution lines, substations, SCADA systems, and inside wiring, become signatory to a current collective bargaining agreement with International Brotherhood of Electrical Workers Local 1547 if they are the successful bidder on a project. This requirement shall become applicable once a bid is awarded. Contractors or subcontractors need not be signatory to such agreement in order to bid on the project. Bidding is open to any contractor. In order to comply with this section, contractors not already signatory to a collective bargaining agreement with the IBEW may either become signatory or they may execute an agreement with the IBEW to comply with the same terms and conditions set forth in the most current applicable agreement between IBEW Local 1547 and the Alaska Chapter National Electrical Contractors Association, Inc., which agreement is limited to the scope of the work and duration of the project. The IBEW and any successful bidder shall promptly enter an agreement as necessary to comply with this section.

(b) This signatory provision will be interpreted and applied in good faith by both parties. The Employer shall not design a project, draw up job specifications or engage in any other practices for the purpose of intentionally taking itself outside the scope of the lawful application of the construction industry proviso in 29 USC 158(e).

(c)

(1) Work intended to maintain and operate existing facilities, or equipment at their original location, capacity and intended use (including maintenance clearing and trimming) is maintenance and operations, not new construction, and is covered by all the above-referenced provisions except the signatory clause set forth at Section 2.13.3(a). All subcontracting of maintenance and operation work normally performed by employees covered by this Agreement shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36.

(2) Right-of-way clearing is exempt from the union signatory clause either when it does not constitute construction activity or when it has not normally and traditionally been performed by the bargaining unit.

(3) Contracts for construction work, including the non-electrical alteration, painting or repair of buildings, will not be covered by the Union signatory clause when such work is not normally performed by members of the bargaining unit.

(d) It is mutually agreed that “inside wiring” shall be defined as work necessary to the installation and construction of electrical facilities within Association buildings and structures or associated electrical work on the load side of the Association’s meter subject to the National Electrical Code. It is understood that this definition will not conflict with or limit work performed by classifications covered under the Outside or Generation Agreements.

**Section 2.13.4 Methods of Dispute Resolution:** The parties shall not enforce Sections 2.13.1-3 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over the application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.13.1-3. Before the Employer may award any contract for subcontract (including task order contracts and unit price contracts) or assign any work covered by Sections 2.13.1-3 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if the Union so elects and the Employer will not refuse to arbitrate subcontracting grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party will be liable for the other side’s attorney’s fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contracts, individual jobs issued under a unit price contract, contracts or subcontracts in an amount of \$50,000 or less, professional services, or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

**STANDARD  
PORTABLE TWO-WAY  
RADIO EQUIPMENT**

1. Radio: Kenwood TK – 380 UHF FM Transceiver
2. Battery: Kenwood KNB – 22N Ni-Mh Battery Pack
3. Mobile Battery Charger: Kenwood AC Adaptor KN – 22N
4. Single Stationary Battery Charger: Kenwood Rapid Charger KSC - 24
5. Leather Belt Carrying Case: Contact Kenwood Dealer



## SAG REPORT

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Line Name \_\_\_\_\_ Work Order No. \_\_\_\_\_Line Section \_\_\_\_\_ Date \_\_\_\_\_

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Type &amp; Size Conductor \_\_\_\_\_ Ruling Span \_\_\_\_\_

Date Sagged \_\_\_\_\_ Span Between Poles\* \_\_\_\_\_

And \_\_\_\_\_

Temperature \_\_\_\_\_ Correct Sag \_\_\_\_\_ Correct Time Sec. \_\_\_\_\_

Road Phase Time \_\_\_\_\_ Sec. Sag \_\_\_\_\_

Center Phase Time \_\_\_\_\_ Sec. Sag \_\_\_\_\_

Field Phase Time \_\_\_\_\_ Sec. Sag \_\_\_\_\_

Neutral Time \_\_\_\_\_ Sec. Sag \_\_\_\_\_

Remarks \_\_\_\_\_

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\*Insert Sheet and Pole No.

\_\_\_\_\_  
Chugach Site Representative\_\_\_\_\_  
Contractor's Foreman

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This tabulation is to be made in duplicate with one copy to the stringing foreman at the end of each day's checking. The original copy is to be retained in Chugach Site Representative's files.

023.FRM/sh

(Revised 4/04/05)

**CONTRACTOR DAILY WORK STATUS FORM**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**CREW STATUS**

Work Order Title	Work Order Number	Lane Closure Permit No.	Locate Ticket Number	AK-CESCL/ Cell No.	Foreman/ Cell No.

**72-HOUR NOTICE (New Work Notification)**

Work Order Title	Work Order Number	Start Date/Time

NOTES:

**DISTRIBUTION CONSTRUCTION**  
**CHUGACH FAX: 762-7633**



**BID BOND**

KNOW ALL MEN BY THESE PRESENT, That we, \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized under the laws of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and authorized to transact surety  
business in the State of Alaska, of \_\_\_\_\_  
as Surety, are held and firmly bound unto Chugach Electric  
Association, Inc., as Obligee in the full and just sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) dollars, lawful money of the  
UNITED STATES, for the payment of which sum, well and truly to  
be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal  
for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The condition of this obligation is such that if the aforesaid  
Principal will, within the time required, enter into a formal  
contract and give a good and sufficient bond to secure the  
performance of the terms and conditions of the contract, then  
this Obligation to be void; otherwise the Principal and Surety  
will pay unto the Obligee the amount stated above.

Signed, sealed, and delivered \_\_\_\_\_, 20\_\_\_\_.

WITNESS AS TO PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_  
Signature

Principal

By: \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Corporate Surety

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
By: \_\_\_\_\_

Attorney-in-Fact

**D.C. High Potential Test**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_

Feeder or Cable No. \_\_\_\_\_ Size: \_\_\_\_\_ Rating \_\_\_\_\_ Length: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Number of Splices: \_\_\_\_\_

Termination - Test End: \_\_\_\_\_ Opposite End: \_\_\_\_\_

Weather: \_\_\_\_\_ Temperature: \_\_\_\_\_ Humidity: \_\_\_\_\_

System Voltage: \_\_\_\_\_ kV \_\_\_\_\_ Delta \_\_\_\_\_ Wye Grounded \_\_\_\_\_ Ungrounded: \_\_\_\_\_

Tested By: \_\_\_\_\_ Test Set: \_\_\_\_\_

Test kV: \_\_\_\_\_ Factory: \_\_\_\_\_ Acceptance: \_\_\_\_\_ Proof: \_\_\_\_\_

	A Phase ( $\mu$ A)	B Phase ( $\mu$ A)	C Phase ( $\mu$ A)	History & Remarks
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
_____ Seconds up to _____ kV				
Hold Test for ____ minutes. Leakage Current				
½ min. – 1 min.				
1 ½ min – 2 min.				
3 min.				
4 min.				
5 min.				
6 min.				
7 min.				
8 min.				
9 min.				
10 min.				
11 min.				
12 min.				
13 min.				
14 min.				
15 min.				
Decsv Voltage 2 min.				
Decsv Voltage 1 min.				



## SWITCHING REQUEST FORM

**Distribution  
Scheduled**

Start Date:	Friday 12/07/2012	Start time:	0800	Program No:	12-0308-CL				
End Date :	Friday 12/07/2012	End time:	1600	Type of Switching:	Clearance				
Created By:	John Johnson			Switching Subtype:					
Requested By:	CEA DISPATCH								
Requested For:	CEA DISPATCH	Phone:	762-4660	Cell Phone:	748-4449				
Email To:	dispatch@chugachelectric.com								
Fax Location:	DISPATCH ( CEA )			Fax No:	907-762-4540				
Inspector:		Phone:		Cell Phone:					
WO/JO #:									
Crew Type:	NO CEA CREW REQ.								
Location/voltage level/equipment to be worked on: Substation: INTERNATIONAL ( ITSS )									
Grid: INTERNATIONAL ( ITSS ) Feeder: Lot: Block:									
<b>Grid #, voltage &amp; equipment to be worked on / cleared</b>									
Work to be done and why: (if not CEA personnel, so state)									
<b>State the nature or scope of the work</b>									
Notifications: (CEA personnel, other utilities etc.)									
Person notified, date, time									
Clearance Points:									
<b>Request the clearance points needed, if applicable for the switching</b>									
Number		Issued To	Issued By	Time	Date	Released By	Released To	Time	Date
12-0308-CL									
	A								
	B								
	C								
	D								
Notes/remarks:									
Emergency restoration time: 1 HOURS									
Authorized by:					Date/time:				



## SWITCHING PROGRAM FORM

Equipment: Outside Electrical Construction Contract

HLO ☒ CL ☐ SC ☐ SO ☐ UH

Program Number: \_\_\_\_\_

Person Performing Work: \_\_\_\_\_ Start Date: \_\_\_\_\_ Page: 1 Of 1

Description Of Work: \_\_\_\_\_

Order Issued To	Op No	Location	Switching Instruction	Time Comp	Date
		<b>FIELD</b>	<b><u>CONTACT DISPATCH FOR READBACK AND AUTHORIZATION BEFORE PROCEEDING WITH ANY SWITCHING STEP!!</u></b>		
	1				
	2				
	3				
	4				
	5				
			<u>ISSUED CLEARANCE # 13-0001-CL ON REQUESTED EQUIPMENT</u>		
			<u>RELEASED CLEARANCE # 13-0001-CL ON REQUESTED EQUIPMENT</u>		
	5				
	6				
	7				
	8				
	9				

Modified by: John Johnson - Admin 11/14/2012 Checked by: \_\_\_\_\_ Ordered by: \_\_\_\_\_

Index completed by: \_\_\_\_\_ Date started: \_\_\_\_\_ Date completed: \_\_\_\_\_

<div>January 2004</div> <b>CHUGACH APPROVED MATERIALS OVERHEAD</b>		
RUS Item Number	Description	Comment
a	Insulator, pin type	Chugach supplied
b	Pin, pole top, steel	Chugach supplied
c	Bolt, machine	All RUS
d	Washers	All RUS
f	Pin, crossarm	Chugach supplied
h	Brace, crossarm, steel	Not approved
i	Bolt, carriage	All RUS
j	Screw, lag	All RUS
k	Insulators, suspension	Chugach supplied
l	Clamp, deadend, distribution	Chugach supplied
l	Clamp, deadend, straight line	Chugach supplied (For low tension applications or energized installation only. Torque wrench shall be used to verify manufacturer required torque is applied to bolts)
m	Clamp, suspension, distribution	Chugach supplied
n	Bolt, double arming	All RUS
o	Bolt, oval eye	All RUS
p	Connectors, parallel groove, distribution	Not approved
p	Connectors, parallel groove, service	Not approved
p	Connectors, parallel groove, guy bond	Not approved
p	Connectors, compression, distribution	All RUS
p	Connectors, compression, service	All RUS
p	Connectors, wedge type	All RUS
q	Bolt, double upset	All RUS

CHUGACH APPROVED MATERIALS OVERHEAD		
RUS Item Number	Description	Comment
s	Clevis, secondary swinging	Chugach supplied
u	Deadend, guy, 3-bolt clamp	Not approved
u	Deadend, guy, U-bolt clamp	Not approved
u	Deadend, guy, offset clamp	Not approved
u	Deadend, guy, automatic	Chugach supplied
u	Deadend, guy, formed type	Chugach supplied
v	Guy attachment	Chugach supplied
w	Insulators, guy strain	Chugach supplied
x	Rod, anchor	Chugach supplied
y	Steel strand, guy	Chugach supplied
z	Anchors, distribution, transmission	Chugach supplied
z	Anchors, rock, expanding type	Chugach supplied
z	Pole key	Chugach supplied
z	Anchors, power-installed screw	Chugach supplied
aa	Nut, eye	All RUS
ab	Nut, thimble eye	All RUS
ac	Brace, sidearm diagonal	Chugach supplied
ae	Surge arrestor	Chugach supplied
af	Cutout, distribution	Chugach supplied
ag	Fuse	Chugach supplied
ah	Tie, insulator, formed type	Chugach supplied
ai	Rods, ground, galvanized	Chugach supplied
aj	Clamp, galv. ground rod	Chugach supplied
al	Staples, ground wire, copper-coated	All RUS except Conditional
al	Staples, ground wire, Galvanized steel	Not approved
al	Staples, ground wire, Alumoweld	Not approved
an	Transformers	Chugach supplied

<div>January 2004</div> <b>CHUGACH APPROVED MATERIALS OVERHEAD</b>		
RUS Item Number	Description	Comment
ao	Bolt, strand eye, straight	All RUS
ap	Clamp, hot line, copper and copperweld conductor	Chugach supplied
ap	Clamp, hot line, ACSR	Not approved
ar	Wireholder	Chugach supplied
as	Clevis, service swinging	Chugach supplied
at	Guy Marker, steel	Not approved
at	Guy marker, plastic	Chugach supplied
av	Conductor, ACSR	Chugach supplied
av	Conductor, copper	Chugach supplied
av	Conductor, CWC	Chugach supplied
av	Conductor, service	Chugach supplied
av	Conductor, aluminum alloy	Chugach Supplied
aw	Washer, spring	All RUS
ax	Cutout and arrestor, combination	Not approved
ay	Cutout and gap, combination	Not approved
az	Pole Numbers and Letters	Chugach supplied
ba	Bolt, angle eye	All RUS
bb	Brace, sidearm vertical	Not approved
be	Reclosers	Chugach supplied
bh	Clevis, service deadend	Chugach supplied
bi	Gain, pole	Chugach supplied
bj	Guy hook	Not approved
bk	Guy plate	Not approved
bn	Clamp, loop deadend	Not approved
bo	Shackle, anchor	Chugach supplied
br	Chain link	All RUS
bs	Bolt, single upset	All RUS



<div>January 2004</div> <div><b>CHUGACH APPROVED MATERIALS OVERHEAD</b></div>		
RUS Item Number	Description	Comment
bt	Wireholder, clevis type	Chugach supplied
bu	Connector, grounding	Chugach supplied
bv	Rods, armor	Chugach supplied
bx	Splice, automatic	Chugach supplied
by	Deadend, automatic and formed type	Chugach supplied
bz	Switch, oil	Chugach supplied
cg	Switch, air, 3-pole	Chugach supplied
ci	Clevis, thimble	Chugach supplied
cj	Pole, ground, iron	Not approved
cj	Pole, ground wire, copper	Chugach supplied
cj	Pole, ground wire, aluminum	Not approved
cj	Pole, ground wire, aluminum alloy	Not approved
cj	Pole, ground wire, copper-clad steel	Not approved
ck	Clamp, anchor rod bonding	Chugach supplied
cm	Insulator, spool	Chugach supplied
cp	Deadend, compression	Chugach supplied
cq	Deadend, secondary	Not approved
cr	Bracket, angle suspension	Chugach supplied
cs	Bracket, pole top pin	Chugach supplied
ct	Plate, double arming	Chugach supplied
cu	Brace, crossarm, wood	Chugach supplied
cx	Splice, oval tube	Not approved
cy	Splice, compression	Chugach supplied
cz	Splice, (OHGW)	Not approved
da	Bracket, insulated	Chugach supplied
dh	Ground, pole	Not approved

<div>January 2004</div> <b>CHUGACH APPROVED MATERIALS OVERHEAD</b>		
RUS Item Number	Description	Comment
dl	Pipe spacer	Chugach supplied
dm	Bracket, transformer	Chugach supplied
dp	Clamp, ground wire	All RUS
dq	Eye screw	All RUS
dr	Clevis, conduit, insulated	Chugach supplied
ds	Wire holder, conduit	Chugach supplied
dt	Deadend, service	Chugach supplied
du	Link, extension	Chugach supplied
dy	Bolt, eye, d.a.	All RUS
dz	Clip, guy wire	Not approved
ea	Insulator, post type	Chugach supplied
eb	Bracket, pole top	Chugach supplied
ec	Bracket, offset neutral	Chugach supplied
ed	Support (OHGW)	Not approved
ef	Bolt, clevis	Chugach supplied
eg	Plate, crossarm reinforcing	Chugach supplied
eh	Hook, ball	Chugach supplied
ei	Clamp, suspension, socket eye	Chugach supplied
ej	Clamp deadend, socket eye	Chugach supplied
ek	Locknuts	All RUS
el	Sectionalizer	Chugach supplied
em	Brace, crossarm special	Chugach supplied
eq	Narrow profile brackets	Not approved
er	Wire guard, plastic	Chugach supplied
es	Splice cover plastic	All RUS
eu	Extension link, fiberglass	Chugach supplied
ex	Splice, formed type	Not approved
fc	Capacitors, shunt	Chugach supplied

<div>January 2004</div> <b>CHUGACH APPROVED MATERIALS OVERHEAD</b>		
RUS Item Number	Description	Comment
fd	Hangers, capacitor	Chugach supplied
fg	Crossarm saddle	Chugach supplied
fi	Connectors, hot line	Chugach supplied
fj	Bracket, extension	Chugach supplied
fk	Bracket, recloser	Chugach supplied
fl	Rack, primary metering	Chugach supplied
fm	Bracket, arrestor, cutout	Not approved
fn	Bracket, cutout	Chugach supplied
fo	Bracket, transformer, secondary, insulated	Not approved
fp	Oval eye ball	Chugach supplied
fq	Laminated upswept arms	Chugach supplied
fr	Triplex cable support arm	Not approved
fs	Pole bearing plate	Chugach supplied
ft	Y-clevis ball	Chugach supplied
fu	Swinging angle bracket	Chugach supplied
fv	Guy attachment	Chugach supplied
ga	Watthour and demand meters	Chugach supplied
gb	Meter sockets	Chugach supplied
gj	Crossarm assemblies	Chugach supplied
gw	Crossarm assemblies	Chugach supplied
gx	Single pole steel structures	Chugach supplied
gy	Crossarm assemblies	Chugach supplied
gz	Crossarm assemblies	Chugach supplied
sb	Switch, disconnect	Chugach supplied
sc	Regulator, voltage	Chugach supplied
sd	Current transformers	Chugach supplied
se	Voltage transformers	Chugach supplied
sj	Switches, oil circuit recloser	Chugach supplied
sk	Switch, regulator bypass	Chugach supplied

<div>CHUGACH APPROVED MATERIALS OVERHEAD</div> <div>January 2004</div>		
RUS Item Number	Description	Comment
sl	Switch, fuse and disconnect combination	Chugach supplied
sr	Steel for substation grounding	Not approved
vx	Cross brace assembly	Chugach supplied

<div> <div>January 2004</div> <div>CHUGACH APPROVED MATERIALS UNDERGROUND</div> </div>		
RUS Item Number	Description	Comment
U ae	Arrestor, lightning	Chugach supplied
U an	Transformers, distribution	Chugach supplied
U ax	Cutout/Arrestor, combination	Not approved
U be	Recloser, pad-mounted	Chugach supplied
U cg	Switch, air, 3-pole	Chugach supplied
U fw	Secondary tap connector	Not approved
U fz	Transformer connector block	Chugach supplied
U gc	Conduit	Chugach supplied
U gk	Termination, indoor	Not approved
U gk	Termination, outdoor	Chugach supplied
U gn	Enclosures, equipment	Chugach supplied
U go	Fault indicator	Chugach supplied
U gp	Connector block, secondary	Chugach supplied
U gq	Boot/Sleeve, insulated	Chugach supplied
U gu	Pedestal, power	Chugach supplied
U gv	Stake, power pedestal	Not approved
U hb	Cable accessories, 200 ampere rating	Chugach supplied
U hb	Cable accessories, 600 ampere rating	Chugach supplied
U hc	Cable supports	Chugach supplied
U hd	Brackets, termination, single phase	Chugach supplied
U hd	Brackets, termination, three- phase	Not approved
U he	Enclosures, sectionalizing equipment	Chugach supplied
U hf	Jacketed cable restoration kits and termination sealing kits	Chugach supplied
U hj	Bracket, combination, single- phase	Chugach supplied
U hj	Bracket, combination, three- phase	Not approved
U he	Enclosures, sectionalizing equipment	Chugach supplied
U hf	Jacketed cable restoration kits and termination sealing kits	Chugach supplied
U hj	Bracket, combination, single- phase	Chugach supplied

<div>January 2004</div> <b>CHUGACH APPROVED MATERIALS UNDERGROUND</b>		
RUS Item Number	Description	Comment
U hj	Bracket, combination, single- phase	Chugach supplied
U hj	Bracket, combination, three- phase	Not approved
U hp	Terminations, elbow, 200A loadbreak	Chugach supplied
U hq	Termination, multipoint	Chugach supplied
U hq	Termination, parking bushings	Chugach supplied
U hq	Termination, multipoint, 600A	Chugach supplied
U hr	Secondary splice cover, submersible	Chugach supplied
U hv	Cable, underground 15 and 25 kV	Chugach supplied
U hv	Cable, underground, 600V	Chugach supplied
U hw	Warning sign	Chugach supplied
U hx	Cable route marker	Chugach supplied
U hy	Splice, underground	Chugach supplied
U ja	Transformer pad	Chugach supplied
U jb	Splice shield	Not approved
U sc	Regulator, voltage	Chugach supplied
U sd	Current transformer	Not approved
U si	Anodes, sacrificial	Not approved

**WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned \_\_\_\_\_ has  
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

furnished to \_\_\_\_\_ the following:  
NAME OF CONTRACTOR

\_\_\_\_\_ for use in the construction of a project belonging to  
KIND OF MATERIAL AND SERVICES FURNISHED

\_\_\_\_\_, and designated as project  
NAME OF BORROWER

\_\_\_\_\_.  
PROJECT DESIGNATION

NOW, THEREFORE, the undersigned, \_\_\_\_\_,  
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

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

Given under my (our) hands(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

\_\_\_\_\_  
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER; OR IF SIGNED BY OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE SIGNER (USE DESIGNATION APPLICABLE)

**CERTIFICATE OF CONTRACTOR**

\_\_\_\_\_, certifies that he/she is the \_\_\_\_\_  
TITLE OF OFFICE

of \_\_\_\_\_, the Contractor, in a Construction Contract No. \_\_\_\_\_  
NAME OF CONTRACTOR

dated \_\_\_\_\_, 20\_\_\_\_ entered into between the Contractor and

\_\_\_\_\_ the Owner, for the construction of Project, Designation  
NAME OF BORROWER

\_\_\_\_\_; and that he is authorized to and does make this certificate on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

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

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature



**CHUGACH ELECTRIC ASSOCIATION INC.**

Anchorage, Alaska

(DATE)

TO: (Responsible Chugach Manager)

FROM: (Land Services Section)

SUBJECT: Permits Cover Sheet

Attached is the following permit issued for construction of the above referenced project. This cover sheet is to be filled out completely by the Contractor and returned.

Permit Number: \_\_\_\_\_  
(May be multiple permits, i.e. Municipal/State DOT-PF/Wetlands)

Special Conditions: \_\_\_\_\_

A copy of this permit must be on the job site at all times during construction.

After construction is completed, fill in the following information and return to the Distribution Construction Department, Building C.

1. Date of Construction: \_\_\_\_\_
2. Contractor: \_\_\_\_\_
3. Crew Foreman: \_\_\_\_\_
4. If pavement cut:
  - a. Date pavement patched: \_\_\_\_\_
  - b. Pavement patch contractor: \_\_\_\_\_
5. Comments: \_\_\_\_\_

\*\*\*\*\*

\*\*\*For Land Services Use Only\*\*\*

Date Returned: \_\_\_\_\_

Comments: \_\_\_\_\_

**CHUGACH ELECTRIC ASSOCIATION, INC.**

**WAREHOUSE CLEARANCE**

**WORK ORDER NUMBER** \_\_\_\_\_ **TITLE** \_\_\_\_\_

I, the undersigned, duly authorized representative of the Contractor certify that:

- 1) All excess Owner-Furnished Material, if any, has been returned to the Chugach Electric Association, Inc. Warehouse (Warehouse).
- 2) All materials retired from the Project that were to be returned to the Warehouse have been returned and received by the Warehouse.

**CONTRACTOR REPRESENTATIVE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CHUGACH WAREHOUSE VERIFICATION** \_\_\_\_\_ **DATE** \_\_\_\_\_

## CHUGACH ELECTRIC ASSOCIATION, INC.

OPERATING POLICY 024

DATE: August 21, 2006**MIGRATORY BIRD AND RAPTOR MITIGATION AND  
NESTING, INJURY AND DEATH REPORTING POLICY****I. PURPOSE**

To define responsibilities and functions for response to discovery of injured or dead Protected Birds or Protected Bird nests in, on or around Chugach facilities and mitigation regarding same.

**II. SCOPE**

This policy is applicable to all incidents where injured or dead Protected Birds or Protected Bird nests are found in, on or around Chugach facilities. "Protected Birds" are those covered by the Migratory Bird Treaty Act ("MBTA") and the Bald and Golden Eagle Protection Act ("BGEPA"). A list of the covered migratory birds can be found at 50 C.F.R. § 10.13. [See attached copy.]

**III. RESPONSIBILITIES**

- A. Any Chugach employee observing, or receiving a report of, a dead or injured bird that could be a Protected Bird, or a Protected Bird's bird nest in, on or around Chugach facilities shall immediately notify:

If in Anchorage or the Kenai Peninsula – if during working hours, the Director of Operations or, if after hours or on weekends, the Duty Supervisor;

If in Beluga - the O and M Supervisor.

The employee should state the precise location of the nest or Protected Bird, the type of Protected Bird (if known), and the date and time he/she observed, or was informed about the location of, the nest or Protected Bird.

No Chugach employee or contractor should move, possess, or carry any Protected Bird, or disturb the nest of a Protected Bird, **unless**: (1) directed to do so by the Director of Operations, or his/her designee or the Manager of Environmental Engineering & Hazardous Materials (MEE); (2) the existence of the Protected Bird or nest is causing an imminent hazard to human health or property; or (3) the Protected Bird or nest needs to be removed from Chugach's electrical facilities as part of the effort to restore electric power service during an outage.

## OPERATING POLICY 024

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- B. In the event a Protected Bird nest is interfering with operations or maintenance of Chugach facilities, the Director of Operations, Duty Supervisor or O and M Supervisor shall be promptly notified and provided with the above information. The MEE shall be responsible for all notifications and permits concerning the relocation of Protected Bird nests in, on or around Chugach facilities. The MEE shall contact the applicable agencies for appropriate relocation procedures and coordinate permitting for removal and relocation of the nest, eggs and/or young. All work on, in or around Protected Bird nests on or around Chugach facilities shall be coordinated with the Director of Operations and the MEE.
- C. **In the event of notification of the discovery of an injured or dead Protected Bird that is a raptor (e.g. eagle, hawk, owl, osprey, falcon),** the Director of Operations, Duty Supervisor or O and M Supervisor shall be immediately notified. If the location is within 100 road miles of Anchorage, the Director of Operations, Duty Supervisor, or O and M Supervisor shall proceed to the location of the dead or injured Protected Bird. Information necessary to complete the attached form on the U.S. Fish and Wildlife Service (USFWS) web site (Reporting Form) shall be obtained and USFWS promptly contacted by telephone at 907-271-2828 for instructions on handling and disposition of the Protected Bird. If USFWS is unavailable, the USFWS Duty Agent shall be contacted via pager at 907-231-3033 and the caller shall leave his or her name, company name, return phone number and brief message as to the nature of the call. The Reporting Form shall also be completed. If the Protected Bird is injured and alive and USFWS is not available, the Bird Treatment and Learning Center (907-562-4852) shall be contacted.
- D. **In the event of notification of the discovery of a dead Protected Bird that is not a raptor,** the Director of Operations, the Duty Supervisor, or O and M Supervisor shall, by the next business day, complete the Reporting Form. The deceased bird shall be disposed of using gloves, placing the bird in a heavy garbage sack and in a Chugach disposal container. If the Protected Bird is injured, USFWS shall be called and, if no one is available, the Bird Treatment Center shall be contacted.
- E. Copies of the completed Reporting Forms shall be provided to General Counsel and maintained by the MEE and the Director of Operations. All conversations with USFWS concerning Protected Bird nests and injured or dead Protected Birds shall be documented and kept in files, together with the completed Forms, maintained by the MEE and the Director of Operations and a copy provided to General Counsel.
- F. No later than five business days after receiving information concerning a Protected Bird injury or death in, on or around Chugach facilities, the Director of Operations, General Counsel, the Standards Engineer, the MEE, the Manager,

## OPERATING POLICY 024

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Public Relations and others, as appropriate, will communicate or meet as necessary to discuss the incident and the need for any mitigation.

- G. Mitigation will be performed under a Job Order or a Work Order as appropriate, a copy of which will be provided to the MEE, to be included in the relevant Protected Bird incident file.
- H. Chugach design, construction and maintenance personnel developing electrical transmission and distribution projects involving new facilities or the repair, maintenance or rebuilding of existing facilities shall consider practices and equipment which may assist in the reduction or elimination of likely causes of injury to, or death of, Protected Birds. Protected Bird Mitigation practices and equipment will be included in Chugach's Distribution Design Criteria and Guidelines manual, and Basic Design Criteria documents for substations, transmission and substations projects, as well as clearing and construction standards.
- I. Chugach field employees and Chugach contractors working in, on or around Chugach facilities shall look for and report to the Director of Operations any locations on Chugach's facilities where Protected Birds congregate, perch, or nest or which appear to be potential sites for migratory bird collisions. The Director of Operations shall convey this information to applicable management personnel for consideration of whether such locations warrant possible appropriate mitigation. This on-going investigation shall be part of Chugach's routine field investigations and observations for designers, loop wagon and line crews, monthly substation inspection, and Chugach's systematic line inspection program.

**IV. IMPLEMENTATION**

The implementation of this policy is the responsibility of the Sr. Vice President, Power Delivery.

**V. EFFECTIVE**

This policy is effective upon the approval of the Chief Executive Officer.

Date: 8-21-06

  
\_\_\_\_\_  
Chief Executive Officer

**SUGGESTED CONTRACTOR HSE PLAN WORKSHEET AND CHECKLIST****WORK HAZARD ASSESSMENT AND MITIGATION PLAN**

1. \_\_\_\_\_ Have you reviewed the project Work scope and analyzed it for potential hazards such as confined space entry, excavations, falls, electrical safety and other OSHA recognized hazards?
2. \_\_\_\_\_ Have you included a written assessment of the hazards from question 1 that includes a list of them and discusses how you will handle each of them?  
**(Your response for handling them can be to list your existing appropriate procedure.)**
3. \_\_\_\_\_ Have you reviewed Chugach Electric Association Procedure 10.5, Confined Space Entry?

**MSDS and SDS INFORMATION**

1. \_\_\_\_\_ Will you be using or creating chemicals that must have Material Safety Data Sheets or Safety Data Sheets on them?
2. \_\_\_\_\_ If you answered “yes” to question 1, have you provided a separate list of those chemicals with your bid?
3. \_\_\_\_\_ Have you reviewed the requirements of Chugach Electric Association Safety Procedure 7.3, Hazard Communications?

**ENERGY ISOLATION PROCEDURE / PLAN**

1. \_\_\_\_\_ Have you reviewed the project Work scope to determine from the scope the need for energy isolation (lockout/tagout)?
2. \_\_\_\_\_ If you answered “yes” to question 1, do you have a written energy isolation procedure?
3. \_\_\_\_\_ Have you attached a copy of the procedure?

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1. \_\_\_\_\_ Have you reviewed the project Work scope to determine the type of PPE you are required to provide for your crew, and included a list of it with your HSE?
2. \_\_\_\_\_ If the project Work is located at Chugach’s Beluga generating plant, have you reviewed Chugach Electric Association Procedure 11.7, Visitor Checklist?

**EMERGENCY RESPONSE PLAN**

1. \_\_\_\_\_ Have you reviewed the project Work scope to determine from the scope the types of emergencies that may be reasonably anticipated due to the work tasks or work location? **(This can include such topics as First Aid, emergency evacuation, fire hazard, etc.)**
2. \_\_\_\_\_ Based on your review, have you included a list or discussion of your response plan for those emergencies? **(Make sure you consider existing conditions such as weather, remote location, and existing resources in developing your plans.)**

**HAZARDOUS MATERIAL / HAZARDOUS WASTE MITIGATION and RESPONSE PLAN**

1. \_\_\_\_\_ Have you reviewed the project Work scope to determine the type of hazardous material you may be handling and the type of hazardous waste your operation may generate?
2. \_\_\_\_\_ Have you included a discussion of your plan for safely handling and disposing of these materials and wastes?
3. \_\_\_\_\_ Have you included a discussion of your response plan in case of a release?

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>							DATE (MM/DD/YYYY)	
PRODUCER			FAX			<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>		
INSURED								
<b>INSURERS AFFORDING COVERAGE</b>						<b>NAIC #</b>		
INSURER A:								
INSURER B:								
INSURER C:								
INSURER D:								
INSURER E:								
<b>COVERAGES</b>								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		<b>GENERAL LIABILITY</b>	Policy Number	00/00/00	00/00/00	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RELATED PREMISES (Each occurrence)	\$	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MEDICAL EXPENSES (Any one person)	\$	
						PERSONAL & ADVERTISING INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
		GENERAL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPLETED OPERATIONS AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B		<b>AUTOMOBILE LIABILITY</b>	Policy Number	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS						
		<input type="checkbox"/> NON-OWNED AUTOS						
C		<b>EXCESS/UMBRELLA LIABILITY</b>	Policy Number	00/00/00	00/00/00	EACH OCCURRENCE	\$ 4,000,000	
		<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000	
		<input type="checkbox"/> DEDUCTIBLE						
		<input type="checkbox"/> RETENTION \$						
D		<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	Policy Number	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EACH EMPLOYEE	\$ 500,000	
						E.L. DISEASE - POLICY LIMIT	\$ 500,000	
		<b>OTHER</b>						
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b>  2019 - 2020 Outside Electrical Line Construction Contract (OELCC) Refer to attached Addendum for specific coverage requirements.								
<b>CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>			
Chugach Electric Association, Inc. (Chugach) P.O. Box 196300 Anchorage, AK 99519-6300 Attention: Gary Meadows, Manager Distribution Construction					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
					AUTHORIZED REPRESENTATIVE			



**ADDENDUM TO ATTACHED ACORD CERTIFICATE OF LIABILITY INSURANCE (ACORD CERTIFICATE)****PURPOSE OF ADDENDUM**

The purpose of this Addendum is to obtain assurance from the Contractor's insurance broker that the Contractor's insurance policies described in the ACORD certificate contain the policy language or endorsement(s) necessary to bring the insurance policies in compliance with Chugach's contractual insurance requirements. For each of the special requirements listed below, the broker must indicate whether or not the policies are in compliance and provide any comments necessary to fully explain any variance from the requirements.

**CGL AND AL POLICY FORMS**

The basic policy forms for commercial general liability and automobile liability are at least as broad in scope as the following Insurance Services Office (ISO) forms: CG 00 01 10 01 and CA 00 01 10 01.

☐ Yes ☐ No Comments \_\_\_\_\_

**EXCESS/UMBRELLA LIABILITY POLICY**

The excess/umbrella liability policy is at least as broad as all primary liability coverage, including employer's liability.

☐ Yes ☐ No Comments \_\_\_\_\_

If the excess/umbrella liability policy is written on a "claims-first-made" basis, such policy must be at least as broad as the standard Excess Liability Insurance Policy issued by AEGIS, endorsed to provide a three-year extended reporting/discovery period.

☐ Yes ☐ No Comments \_\_\_\_\_

**CANCELLATION OR MATERIAL CHANGE**

Should any of the policies described in the attached ACORD certificate be cancelled or materially changed to adversely affect the certificate holder, the issuing insurer shall mail at least 30 days prior written notice to the certificate holder.

☐ Yes ☐ No Comments \_\_\_\_\_

**ADDITIONAL INSURED**

Chugach is an additional insured on all policies described in the attached ACORD certificate, except workers' compensation, per standard ISO additional insured endorsement forms CG 20 37 10 01 or CG 20 37 07 04 (for products-completed operations exposure) and CG 20 33 10 01 or CG 20 33 07 04 (for exposure other than products-completed operations) or their equivalent.

☐ Yes ☐ No Comments \_\_\_\_\_

**PRIMARY AND NON-CONTRIBUTORY**

All insurance coverage evidenced by the attached ACORD certificate form is primary to and not in excess of or contributing with any other insurance available to Chugach.

☐ Yes ☐ No Comments \_\_\_\_\_

**WAIVER OF SUBROGATION**

All insurance policies evidenced by the attached ACORD certificate include a statement or endorsement that waives any right of recovery of the insurer against Chugach because of payments made by insurer arising out of work under the Outside Electrical Line Construction Contract. Use standard ISO form CG 24 04 10 93 or its equivalent.

☐ Yes ☐ No Comments \_\_\_\_\_

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

As respects the General Liability policy evidenced by the attached ACORD certificate, a separate project general aggregate limit applies to each project performed by Contractor under the 2019 - 2020 Outside Electrical Line Construction Contract between Contractor and Chugach. Such policy contains standard ISO endorsement Form CG 25 03 03 97 or equivalent wording necessary to effect such designated project general aggregate limit.

☐ Yes ☐ No Comments \_\_\_\_\_

**BROKER'S CONFIRMATION**

The undersigned brokerage firm representative, who is an officer and authorized representative of the brokerage firm, hereby attests to the truthfulness and accuracy of the above statements and the information contained in the attached ACORD certificate, all of which Chugach relies upon in determining whether Contractor is in compliance with insurance requirements contained in the Outside Electrical Line Construction Contract.

NAME OF BROKERAGE FIRM \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ALASKA LICENSE NUMBER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**Holiday Calendar**

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)

When a recognized holiday falls on a Sunday, it will be observed on the following Monday; when a recognized holiday falls on a Saturday, it will be observed on the preceding Friday. If Christmas or New Year's falls on a Saturday, it will be observed on Friday, and Christmas Eve or New Year's Eve will be observed on Thursday. When Christmas Eve or New Year's Eve falls on a Sunday, it will be observed on the preceding Friday.

**DEFINITIONS**

Completion Date:	A completion date is issued to the Contractor at the time of the Notice to Proceed showing the required date that the project is to be completed by.
Contract:	The written agreement between Chugach and the Contractor to accomplish project(s) Work using a single Outside Electrical Line Construction Contract (OELCC) where project proposals are solicited and awarded on a project-by-project basis throughout the term of the Outside Electrical Line Construction Contract. Contract and Outside Electrical Line Construction Contract are synonymous.
Contractor:	The individual, partnership, firm, corporation, or any acceptable combination thereof, who by first completing a prequalification process contracts with Chugach for performance of Work put out to bid under this Outside Electrical Line Construction Contract.
Contract Documents:	Contract, Exhibits and Amendments thereto; Initiator Change Order Request(s) (ICORs); Contract bid invitation/request; Contractor Bid(s); Contractor Qualifications; Work/Project specifications, drawings, descriptions, staking sheets, switching orders and other work definition documentation; Notice(s) to Proceed. (In case of conflict, the Contract takes precedence. If the Contract is silent on the issue the more specific governs.)
Construction Specification:	The standard construction drawings (including a list of materials) that are published as part of the specification referenced in Section 13 (A) of this Contract. Construction Specification also refers to any 'X' prefixed "non-standard" construction drawing that is included as a part of the project documents.
Field:	The job site(s) where the Work takes place.
Field Expense:	Those Contractor expenses directly associated with the Work in the field specifically limited to actual labor, material, equipment, equipment rental, including associated overhead and profit and specifically excluding all other Contractor expenses that would have otherwise occurred regardless of the Work or the project.
ICOR:	Initiator Change Order Request. Project change order that can originate with either Chugach or the Contractor as provided in the Contract.
Invitation to Bid:	On a project-by-project basis the solicitation for proposals for all work or materials on which bids are required under the terms and conditions of this Outside Electrical Line Construction Contract including any special provisions cited in the Contract Documents.

Notice to Proceed:	The written directive to the Contractor from Chugach authorizing the Contractor to commence the Work in accordance with the Contract Documents including Special Provisions.
Potential:	A circuit or cable shall be considered to have the potential for being energized when its terminations are separated from the power system by an isolating device and it could be energized with no additional construction activity.
Project Area:	The area in the general vicinity of the project site, which is impacted by construction, access, as well as material and equipment storage.
Project Boundaries:	The first point of isolation of the construction project from the Chugach power system. This would generally be limited to the first switch cabinet, junction box, pole mounted switch or sectionalizer located adjacent to the project.
Project Completion:	The project completion date is for all purposes, including warranty and as-builts, the date the project is accepted by Chugach.
Project Site:	The location of Chugach facilities included in the Work.
Sand:	Sand for bedding and shading purposes shall be coarse-grained soil that may range in gradation from well graded to uniform. The preferred particle shapes include rounded, sub-rounded and sub-granular although angular (crushed) well-graded sand may be used. 100 percent of the particles must pass a 3/8-inch sieve and no more than 35 percent (35%) may pass a U.S. Standard sieve number 200. Any organic contaminate must be pre-approved by Chugach prior to delivery to the project site. Pit run sand is acceptable provided it has been screened prior to delivery to the project site.
Sanitary Condition:	A circuit shall be considered in sanitary condition when it does not pose a safety hazard to the general public or personnel working on the power system.
Special Provisions:	Written additions and revisions to the standard specifications and terms and conditions of the Outside Electrical Line Construction Contract that cover conditions particular to an individual project and its Work.
Substantial Completion:	When construction is sufficiently complete in accordance with the plans and specifications so that Chugach can occupy or utilize the Project or designated portion thereof for the use for which it is intended except for incidental related work, asphalt or pavement repair, landscape restoration delayed to the next construction season, site cleanup or other punch list work as mutually determined by Chugach and the Contractor.
Work:	Any project that has been bid under this Outside Electrical Line Construction Contract.