

Lea County Electric Cooperative, Inc.

Lovington, New Mexico

Lea County Electric Cooperative, Inc.



**PROPOSED CONSTRUCTION AND SERVICES AGREEMENT
FOR FEDERAL GRANT-FUNDED PROJECTS**

PROPOSED CONSTRUCTION AND SERVICES AGREEMENT

Project Title: _____

Solicitation Number: _____

Issuing Organization: Lea County Electric Cooperative, Inc.

Contractor: _____

Template for DOE/BIL, WARN-funded, and other federally funded contractor agreements. Fields highlighted in aqua should be completed for each project. This Agreement is intended for use where LCEC is a subrecipient or other non-Federal entity awarding a contractor agreement to complete grant-funded electric distribution construction, services, materials, or related work.

NOTICE TO BIDDERS

This proposed Agreement is included as part of the invitation and does not constitute an award or binding contract. By submitting a bid, each respondent acknowledges that, if selected for award, it will be required to execute an Agreement substantially in this form. Any requested exception to this proposed Agreement must be clearly identified in the bid. LCEC reserves the right to revise this proposed Agreement through an invitation addendum, negotiation, or legal or funding-compliance review before execution.

ARTICLE 1 – PARTIES

This Construction and Services Agreement (“Agreement”) is entered into as of _____, 20____, by and between Lea County Electric Cooperative, Inc. (“LCEC”), a New Mexico electric cooperative corporation acting as a recipient, subrecipient or other non-Federal entity under an applicable federal financial assistance award, and _____ (“Contractor”).

LCEC and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

ARTICLE 2 – CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated into and made part of this Agreement by reference. In the event of any conflict between the Contract Documents, the documents shall govern in the following order of precedence:

1. This Agreement and any executed Amendments and/or Approved Change Orders;
2. Funding and Regulatory Compliance Requirements (Exhibit D);
3. Project-Specific Requirements and Technical Specifications (Exhibits A, C, E, F, G and H);
4. Invitation Documents, Addenda, and written clarifications issued by LCEC;

5. Contractor's Bid and Pricing, but only to the extent expressly accepted by LCEC in writing (Exhibit B);

The Contract Documents constitute the entire agreement between the Parties and supersede all prior negotiations, discussions, representations, or understandings related to the Work.

ARTICLE 3 – SCOPE OF WORK

Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, documentation, testing, and incidental items necessary to complete the Work described in the Contract Documents, except for those items expressly identified in the Contract Documents as being furnished by LCEC.

LCEC may furnish certain labor, equipment, vehicles, facilities, materials, outage coordination, or operational support as identified in the Contract Documents or Scope of Work. Contractor shall coordinate its activities with LCEC personnel and shall remain responsible for the Work assigned to Contractor under this Agreement.

Contractor shall perform the Work in a professional, skillful, competent, safe, and timely manner and in accordance with all applicable federal, state, and local laws, regulations, codes, permits, standards, funding requirements, and Contract Documents.

A detailed description of the Work is contained in Exhibit A, Scope of Work, which is incorporated herein by reference.

ARTICLE 4 – CONTRACT PRICE

LCEC shall pay Contractor a total not-to-exceed amount of \$ ("Contract Price") for satisfactory completion of the Work, subject to the Contract Documents, approved Change Orders, applicable funding requirements, and LCEC's rights of withholding, offset, and audit.

Unless expressly stated otherwise in the Contract Documents, the Contract Price includes all labor, supervision, materials, equipment, tools, transportation, permits, licenses, taxes, overhead, profit, insurance, and all other costs necessary to complete the Work.

No adjustment to the Contract Price shall be made except through a written Change Order executed by authorized representatives of both Parties.

ARTICLE 5 – TERM AND COMPLETION SCHEDULE

Contractor acknowledges that commencement of Work may be dependent upon approvals, authorizations, environmental clearances, funding authorizations, or other requirements imposed by the U.S. Department of Energy (DOE), National Rural Electric Cooperative Association ("NRECA"), or other governmental agencies. LCEC shall not be liable for delays resulting from such approvals or authorizations. Contractor shall not begin Work requiring federal authorization until directed by LCEC in writing. If commencement of the Work is delayed due to the federal review, environmental clearance, agency approval, funding

authorization, permitting requirements or other circumstances beyond LCEC's control, Contractor shall not be entitled to additional compensation unless otherwise approved in writing by LCEC.

Contractor shall achieve Substantial Completion on or before [REDACTED], 20[REDACTED], unless extended by written Change Order or other written modification executed by authorized representative of both Parties. "Substantial Completion" means the Work is sufficiently complete in accordance with the Contract Documents so that LCEC may use the Work for its intended purpose, subject only to minor punch-list items that do not materially interfere with such use or with applicable safety, operational, permit, grant, or funding requirements.

Contractor shall achieve Final Completion on or before [REDACTED], 20[REDACTED], unless extended by written Change Order or other written modification executed by authorized representative of both parties. "Final Completion" means all Work has been completed and accepted by LCEC, including all punch-list items, testing, inspections, corrections, closeout documents, warranties, as-built drawings, lien waivers or releases, certified payrolls, labor-compliance records, federal funding compliance documentation, and any other deliverables required by the Contract Documents, the funding award, or applicable law.

Time is of the essence for the Work and all required milestones, including Substantial Completion and Final Completion. If Contractor fails to achieve Substantial Completion within the time required by the Contract Documents, as adjusted only by approved written extensions, Contractor shall pay LCEC, not as a penalty but as liquidated damages, the fixed sum of \$[REDACTED] per calendar day for each day of delay until Substantial Completion is achieved. If the Contract Documents establish separate liquidated damages for failure to achieve Final Completion or other milestones, those amounts shall apply as stated in the applicable project-specific requirements.

LCEC may deduct and offset any accrued contract liquidated damages from retainage, progress payments, final payment, or any other amounts otherwise due to Contractor, to the extent permitted by law and the Contract Documents. If remaining contract funds are insufficient, Contractor shall promptly remit the balance to LCEC upon written demand. Contract liquidated damages for schedule delay are separate from, and do not limit, any statutory liquidated damages, back wages, penalties, withholding, or other remedies that may be imposed under applicable federal labor standards or funding requirements.

Contractor shall not be liable for contract liquidated damages to the extent delay is caused by events beyond Contractor's reasonable control and without Contractor's fault or negligence, including acts of God, acts or omissions of LCEC, unusually severe weather, declared emergencies, force majeure events, or other excusable delays recognized by the Contract Documents. Contractor must provide written notice and reasonable supporting documentation to LCEC within [REDACTED] calendar days after Contractor first knew or should have known of the delay event. Any extension of time must be approved in writing by LCEC and, when required, by the applicable funding agency or pass-through entity.

Contractor shall comply with all applicable federal funding requirements as set forth in Article 16 and Exhibit D, Federal Grant Requirements.

ARTICLE 6 – CONTRACTOR RESPONSIBILITIES

This Article establishes the Contractor's responsibilities for performing the Work in accordance with this Agreement, the Contract Documents, applicable laws, industry standards, and all applicable funding requirements.

6.1 General Responsibility

Except for labor, equipment, materials, or services expressly identified in the Contract Documents as being furnished by LCEC, Contractor shall provide and pay for all labor, supervision, materials, equipment, tools, transportation, permits, licenses, testing, inspection, documentation, and incidental items necessary to perform and complete the Work in accordance with the Contract Documents.

6.2 Standard of Performance

Contractor shall perform all Work in accordance with the Contract Documents and all applicable federal, state, and local laws, regulations, codes, permits, manufacturer requirements, industry standards, and applicable funding requirements.

6.3 Responsibility for Means and Methods

Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and coordination of the Work.

6.4 Compliance with Contract Documents

Contractor shall comply with all requirements contained in the Contract Documents and shall promptly notify LCEC of any conflicts, errors, omissions, or discrepancies discovered therein. Contractor shall not proceed with affected Work until LCEC provides written direction when such conflicts could affect safety, quality, cost, schedule, or compliance.

6.5 Responsibility for Subcontractors

Contractor shall be fully responsible for the acts, omissions, performance, safety, compliance, and Work of its subcontractors, suppliers, agents, and lower-tier subcontractors, and such parties shall be bound by all applicable requirements of the Contract Documents.

6.6 Electric Utility Work Requirements

Contractor shall coordinate its operations with LCEC to minimize disruption to electric service and to facilitate safe access, scheduling, planned outages, switching activities, and any Owner-furnished labor, equipment, materials, or operational support identified in the Contract Documents. Operational coordination shall be performed in accordance with Article 8, the Contract Documents, and directions issued by LCEC.

ARTICLE 7 – SUPERVISION AND QUALIFIED PERSONNEL

7.1 Competent Supervision

Contractor shall maintain competent supervision of the Work at all times while Work is being performed. Contractor shall designate a qualified superintendent or project representative who is authorized to act on Contractor's behalf regarding all matters relating to the Work, including safety, scheduling, coordination, quality control, and communications with LCEC. Contractor shall promptly notify LCEC of any change in the designated representative.

7.2 Qualified Personnel

Contractor shall employ only personnel who are properly trained, qualified, licensed, certified when required, and experienced for the duties assigned, including personnel performing work on or near electric distribution facilities, energized or potentially energized equipment, traffic areas, right-of-way, easement, substations, poles, conductors, underground facilities, and customer premises. Contractor shall ensure that all personnel are assigned only to duties for which they are qualified and, upon LCEC's request, shall provide documentation reasonably sufficient to verify required qualifications, licenses, certifications, and training.

7.3 Removal of Personnel

LCEC may require Contractor to remove from the Project any employee, subcontractor, or representative whose conduct, qualifications, training, certification, performance, safety practices, or failure to comply with the Contract Documents is reasonably determined by LCEC to be unacceptable or detrimental to the Work. Contractor shall promptly remove and replace such individual at no additional cost to LCEC. Removal of personnel shall not entitle Contractor to additional compensation or an extension of Contractor Time unless otherwise approved in writing by LCEC.

7.4 Compliance with Site Requirements

Contractor and its personnel shall comply with all site access requirements, security procedures, safety rules, outage coordination requirements, switching and clearance procedures, communication protocols, environmental restrictions, and operational limitations established by LCEC or required by the Contract Documents. Contractor shall ensure all personnel receive required site-specific orientations and comply with directions issued by authorized LCEC representatives while on Cooperative property.

7.5 Personnel Identification and Verification

Contractor shall maintain an accurate list of all employees, subcontractors, and lower-tier subcontractors performing Work under this Agreement. Upon request, Contractor shall identify personnel working on the Project and provide documentation sufficient to verify

identity, employer, job classification, qualifications, certifications, and authorization to perform the Work. LCEC shall have the right to verify personnel present at the Project site to confirm compliance with the Contract Documents, labor standards, certified payrolls, and applicable funding requirements.

ARTICLE 8 – SAFETY REQUIREMENTS

8.1 General Safety Obligations

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and safety programs in connection with the Work. Contractor shall take all reasonable and necessary precautions for the safety of its employees, subcontractors, suppliers, LCEC personnel, customers, visitors, the public, and all other persons who may be affected by the Work. Contractor shall be solely responsible for implementing and enforcing all safety measures necessary to protect persons, property, and the electric system during performance of the Work.

8.2 Compliance with Laws and Standards

Contractor shall comply with all applicable federal, state, and local safety laws, regulations, standards, codes, and requirements, including OSHA regulations, applicable NESC requirements, industry best practices, and electric utility safety practices applicable to the Work. Contractor is responsible for complying with LCEC's switching, clearance, and lockout/tagout procedures whenever Work interfaces with the Cooperative's electric system, and with any additional safety requirements established by LCEC or the Contract Documents.

8.3 Responsibility for Employees and Subcontractors

Contractor shall require all employees, subcontractors, suppliers, and lower-tier subcontractors to comply with applicable safety requirements and shall be responsible for ensuring that all persons performing Work are properly trained, equipped, supervised, and authorized for the tasks assigned. Contractor shall ensure that all personnel possess any licenses, certifications, or qualifications required by law or by the Contract Documents before performing the Work.

8.4 Personal Protective Equipment and Safe Work Practices

Contractor shall provide, require, and enforce the use of appropriate personal protective equipment, tools, protective devices, fall protection, traffic control, grounding, cover-up, lockout/tagout, clearance, testing, and other safe work practices required for the Work. All PPE shall meet applicable OSHA, ANSI, ASTM, NFPA 70E, or other applicable industry standards. Contractor shall not permit any person to perform Work for which the person is not qualified, trained, equipped, and authorized.

8.5 Unsafe Conditions

Contractor shall immediately correct any unsafe act or condition within its control. If Contractor discovers a condition outside its control that creates or may create a hazard to persons, property, the electric system, or the environment, Contractor shall immediately notify LCEC and, when necessary to protect life or property, suspend the affected Work until appropriate corrective measures are implemented.

8.6 Stop Work Authority

LCEC reserves the right to suspend or stop Work that, in LCEC's reasonable judgment, presents an imminent safety hazard, threatens electric system reliability, creates unacceptable risk to persons or property, or fails to comply with applicable safety requirements. LCEC's exercise or failure to exercise Stop Work authority shall not relieve Contractor of its responsibility for maintaining a safe workplace. Any suspension or Stop Work order shall not relieve Contractor of its schedule obligations, corrective-action duties, or liability under this Agreement.

8.7 Accident and Incident Reporting

Contractor shall immediately notify LCEC of any fatality, injury requiring medical treatment, property damage, utility contact, electrical contact, arc flash, fire, explosion, environmental release, equipment failure, outage event, near miss with serious potential, OSHA-reportable incident, or any other significant safety or operational event. Contractor shall preserve the scene of any serious incident to the extent reasonably possible until released by LCEC or the appropriate governmental authority, except where immediate action is necessary to protect life, property, or the electric system. Contractor shall cooperate with LCEC in any investigation and shall provide written reports, corrective actions, and supporting documentation upon request.

8.8 Job Hazard Analysis / Pre-Task Planning

Before beginning Work each day, Contractor shall conduct appropriate job briefing and pre-task planning activities sufficient to identify hazards, required protective measures, energy sources, switching requirements, communications, environmental conditions, emergency procedures, and responsibilities of personnel performing the Work. Contractor shall make such documentation available to LCEC upon request.

ARTICLE 9 – PROTECTION OF PERSONS AND PROPERTY

9.1 Protection of Property

Contractor shall take all reasonable and necessary precautions to protect LCEC property, adjacent property, utilities, facilities, equipment, improvements, rights-of-way, easements, roads, landscaping, customer facilities, and the property of others from damage arising from the performance of the Work.

9.2 Protection of Persons

Contractor shall conduct the Work in a manner that protects Contractor's employees, subcontractors, LCEC personnel, customers, visitors, landowners, motorists, pedestrians, emergency responders, and the general public from injury, electric contact, falls, traffic hazards, excavation hazards, equipment hazards, and other risks associated with the Work. Protection of persons shall be provided in accordance with Article 8, the Contract Documents, and all applicable safety requirements.

9.3 Damage to Property

Contractor shall promptly repair or replace any damaged property as a result of the Work or reimburse LCEC for the reasonable cost of repair, replacement, or restoration if such work is performed by LCEC or others. Contractor shall promptly notify LCEC of any damage to LCEC facilities, customer facilities, public property, private property, roads, utilities, or environmental resources.

9.4 Utility Operations

Contractor shall perform the Work in a manner that minimizes disruption to electric service and utility operations and shall coordinate planned outages, switching, clearances, service interruptions, temporary facilities, access limitations, and restoration activities with LCEC in advance. Contractor shall not operate, switch, connect, disconnect, energize, de-energize, ground, or otherwise control LCEC facilities except as expressly authorized by LCEC and in accordance with LCEC procedures.

9.5 Emergency Response

In the event of an accident, injury, property damage, utility disruption, electric contact, fire, environmental incident, or other emergency, Contractor shall immediately take appropriate protective and corrective action, secure the affected area, protect persons and property, notify emergency responders when appropriate, and promptly notify LCEC. Contractor shall preserve the scene to the extent safe and lawful until released by LCEC or the appropriate governmental authority, except where immediate action is necessary to protect life, property, or the electric system. Nothing in this Section shall relieve Contractor of its reporting obligations under Article 8.

ARTICLE 10 – INSPECTION AND LCEC RIGHTS

10.1 Inspection Rights

LCEC shall have the right, at any reasonable time and upon reasonable notice when practicable, to enter and inspect any project site where Work is being performed and to inspect the Work, personnel, equipment, materials, and records reasonably necessary to verify compliance with this Agreement, the Contract Documents, and applicable law.

Contractor shall provide LCEC reasonable access to project sites, personnel, equipment, materials, records, and documentation necessary for LCEC to verify compliance with this Agreement, the Contract Documents, and applicable law.

Contractor shall ensure that all personnel performing Work under this Agreement are properly authorized, qualified, trained, and assigned to the Project. Upon request, Contractor shall provide documentation sufficient to verify the identity, qualifications, certifications, licenses, training, and employment status of personnel performing Work under this Agreement.

Authorized representatives of LCEC, the applicable funding agency, pass-through entity, and other governmental authorities shall have inspection and access rights to the extent required by applicable law, the funding award, or Exhibit D.

LCEC's inspection, observation, audit, review, testing, verification, or acceptance of any portion of the Work shall not relieve the Contractor of responsibility for performance of the Work or compliance with the Contract Documents.

10.2 No Waiver

Inspection, review, testing, acceptance, or failure to inspect by LCEC shall not relieve Contractor of responsibility for compliance with the Contract Documents.

10.3 Correction of Deficiencies

Contractor shall promptly correct any deficiency, nonconforming work, or noncompliance identified by LCEC.

10.4 Access

Contractor shall provide LCEC and any authorized governmental representative reasonable access to the Work, project sites, personnel, records, and other information reasonably necessary to exercise the inspection rights described in this Article and to satisfy applicable funding requirements.

ARTICLE 11 – DEFECTIVE WORK AND WARRANTY

11.1 Warranty

Contractor warrants that all Work shall be:

- New and free from defects;
- Performed in a professional and competent manner;
- In compliance with the Contract Documents;
- Suitable for its intended purpose.

11.2 Warranty Period

Unless otherwise specified, Contractor shall warrant the Work for a period of one (1) year from Final Completion.

11.3 Correction of Defective Work

Contractor shall promptly repair, replace, or correct defective work at no additional cost to LCEC.

11.4 Failure to Correct

If Contractor fails to correct defective work within a reasonable period, LCEC may perform or procure the corrective work and recover all associated costs from Contractor.

ARTICLE 12 – INSURANCE

12.1 Insurance Requirements

Contractor shall maintain, at its sole cost, the insurance coverages required by Exhibit E and any other insurance requirements stated in the Contract Documents throughout performance of the Work. Exhibit E is incorporated into this Agreement and shall set forth the project-specific insurance requirements applicable to the Work.

Contractor shall provide certificates of insurance to LCEC before commencing Work and upon request. LCEC shall be named as an additional insured where required by Exhibit E.

ARTICLE 13 – INDEMNIFICATION

13.1 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless LCEC and its directors, officers, employees, representatives, consultants, and agents from and against all claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Contractor's performance of the Work, breach of this Agreement, violation of law, safety violation, labor-standard violation, funding-compliance failure, property damage, bodily injury, death, or acts or omissions of Contractor or its subcontractors, suppliers, agents, employees, or lower-tier subcontractors, except to the extent caused by LCEC's sole negligence or willful misconduct.

ARTICLE 14 – CHANGES IN WORK

14.1 Right to Modify Work

LCEC may request additions, deletions, or modifications to the Work. No such change shall be effective unless authorized in accordance with this Article.

14.2 Change Orders

No change affecting scope, schedule, or contract price shall be effective unless documented through a written Change Order.

14.3 Unauthorized Changes

Contractor shall not perform any change affecting the scope of Work, Contract Price, or Contract Time without a written Change Order executed by LCEC. Contractor performs unauthorized changes at its own risk and expense unless subsequently approved in writing by LCEC.

14.4 Equitable Adjustment

Approved Change Orders may result in an equitable adjustment to the Contract Price, Contract Time, or both, as determined by LCEC and documented in the applicable Change Order.

ARTICLE 15 – PAYMENT TERMS

15.1 Invoices

Contractor shall submit invoices in a form acceptable to LCEC.

15.2 Supporting Documentation

Invoices shall include documentation sufficient to verify completed Work, quantities, materials, labor, subcontractor charges, retainage, and any other documentation required by the Contract Documents. Where federal funding applies, any additional supporting documentation required under Article 16 or Exhibit D shall also be provided.

15.3 Payment Approval

Payment is contingent upon satisfactory performance, LCEC approval, receipt of required supporting documentation, and compliance with the Contract Documents, including any applicable requirements incorporated by Article 16 and Exhibit D. Payment by LCEC does not constitute acceptance of defective, nonconforming, unsafe, or noncompliant Work and does not waive LCEC's rights under this Agreement.

15.4 Retainage

Retainage, if applicable, shall be identified in Exhibit F.

15.5 Withholding

LCEC may withhold, offset, or reduce payment to the extent reasonably necessary for defective or incomplete Work, safety violations, failure to submit required documentation, noncompliance with the Contract Documents (including Article 16 and Exhibit D, where applicable), claims by third parties, unpaid subcontractors or suppliers, liquidated damages, or any other material breach of this Agreement.

ARTICLE 16 – FUNDING AND REGULATORY COMPLIANCE REQUIREMENTS

16.1 Funding Requirements

Contractor shall comply with all applicable federal, state, and funding requirements applicable to the Work, including DOE, BIL, 2 CFR Part 200, 2 CFR Part 910, Davis-Bacon, BABA, and other applicable requirements identified in Exhibit D. Exhibit D is incorporated by reference and governs the specific federal funding obligations applicable to this Agreement.

16.2 Incorporation

Exhibit D is incorporated into and made part of this Agreement. Contractor acknowledges that Exhibit D is intended to include applicable federal award requirements, DOE/BIL requirements, pass-through requirements, and related grant terms, including requirements that must be included in contracts, subcontracts, purchase orders, and lower-tier agreements for work performed under the Project.

16.3 Flow-Down

Contractor shall include all applicable federal funding requirements contained in this Agreement and Exhibit D in all applicable subcontracts, lower-tier subcontracts, purchase orders, and other lower-tier agreements. Contractor remains fully responsible for ensuring compliance by its subcontractors, suppliers, and lower-tier subcontractors.

16.4 Federal Compliance as Material Obligation

Compliance with applicable federal funding requirements is a material obligation of the Contractor. Failure to comply with applicable federal funding requirements constitutes a material breach of this Agreement and may result in the remedies provided under this Agreement, including Article 18, where applicable.

ARTICLE 17 – AUDITS, RECORDS, AND COMPLIANCE

17.1 Record Retention

Contractor shall maintain all records related to the Work and this Agreement for the period required by applicable law, the funding award, and the Contract Documents.

17.2 Audit Rights

Contractor acknowledges that records related to the Work may be subject to review, audit, examination, inspection, or monitoring by LCEC and authorized governmental entities as provided in Article 10, Exhibit D, the funding award, or applicable law.

17.3 Cooperation

Contractor shall cooperate fully with audits, reviews, inspections, investigations, site visits, labor interviews, compliance monitoring activities, corrective-action requests, funding-agency inquiries and other compliance activities related to the Work. Contractor shall

provide documents, records, and other information requested by LCEC or the applicable governmental authority within the time specified.

ARTICLE 18 – TERMINATION FOR CAUSE

18.1 Grounds

LCEC may terminate this Agreement for cause if Contractor fails to perform the Work, fails to maintain required insurance, violates safety requirements, fails to comply with the Contract Documents, fails to comply with applicable federal funding requirements identified in Article 16 or Exhibit D; submits false or materially inaccurate documentation, fails to pay subcontractors or suppliers, becomes insolvent or subject to bankruptcy or receivership proceedings; or otherwise commits a material breach of this Agreement.

18.2 Notice

LCEC shall provide written notice identifying the default and may provide a reasonable opportunity to cure when cure is practicable. LCEC may terminate immediately when required to protect persons or property, preserve electric system reliability, prevent funding noncompliance, address fraud or material misrepresentation, respond to suspension or debarment to avoid significant loss to LCEC's distribution system or assets or comply with direction from the funding agency or other governmental authority.

18.3 Effect of Termination for Cause

Upon termination for cause, LCEC may take possession of completed Work, materials, equipment, records, and documentation; complete the Work by other means; withhold payment; recover excess completion costs, damages, disallowed costs, and expenses; and pursue any other remedy available under the Contract Documents or applicable law.

18.4 Suspension of Work

LCEC may, at any time, order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for a period of time that LCEC determines to be appropriate or as required by the applicable funding agency.

ARTICLE 19 – TERMINATION FOR CONVENIENCE

19.1 Right to Terminate

LCEC may terminate this Agreement at any time for convenience upon written notice.

19.2 Payment

Upon termination for convenience, Contractor shall stop Work as directed, protect completed Work and materials, submit required records and closeout documentation, and mitigate costs. Contractor shall be entitled to payment for satisfactory, authorized, and allowable Work performed through the effective date of termination, plus reasonable and

allowable termination costs approved by LCEC, but shall not be entitled to anticipated profits on Work not performed or costs not allowable under the Contract Documents or applicable funding requirements.

ARTICLE 20 – DEFAULT REMEDIES

20.1 Remedies Cumulative

All rights and remedies available under this Agreement shall be cumulative.

20.2 Recovery of Costs

LCEC may recover costs, damages, disallowed costs, completion costs, re-procurement costs, audit findings, penalties, back wages, liquidated damages, attorneys' fees, consultant fees, investigation costs, and other expenses resulting from Contractor default, noncompliance, breach, or failure to meet federal funding requirements.

20.3 No Waiver

Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement.

ARTICLE 21 – DISPUTE RESOLUTION

21.1 Good Faith Negotiations

The Parties shall attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal discussions between authorized representatives of the Parties.

21.2 Escalation

If the dispute cannot be resolved through informal discussions, either Party may submit the dispute in writing to the other Party. The Parties shall make reasonable efforts to resolve the dispute through senior management discussions before pursuing legal remedies.

21.3 Continued Performance

Unless otherwise directed by LCEC in writing, Contractor shall continue performance of the Work during the pendency of any dispute.

21.4 Reservation of Rights

Nothing in this Article shall limit either Party's right to seek any remedy available under this Agreement or applicable law.

ARTICLE 22 – MISCELLANEOUS

22.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of law principles.

22.2 Independent Contractor

Contractor is an independent contractor and is not an employee, agent, partner, or joint venture of LCEC.

22.3 Assignment

Contractor shall not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of LCEC.

22.4 Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

22.5 Entire Agreement

This Agreement, together with all Contract Documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, representations, and understandings relating to Work.

22.6 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

22.7 No Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing by the Party granting the waiver.

22.8 Notices

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, nationally recognized overnight courier, or electronic mail to the representatives designated by the Parties.

22.9 Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and enforceable to the fullest extent permitted by law.

22.10 Survival

Any provision that by its nature should survive completion, termination, or expiration of this Agreement, including warranty obligations, indemnification obligations, payment adjustments, withholding and offset rights, record retention requirements, audit rights, federal funding compliance obligations, BABA certifications, Davis-Bacon and payroll obligations, confidentiality obligations, and dispute resolution provisions, shall survive such completion, termination, or expiration.

SIGNATURES

Lea County Electric Cooperative, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A – Scope of Work

This Exhibit A defines the project-specific Scope of Work to be performed by Contractor under this Agreement. The Work shall be completed in accordance with the Agreement, the Contract Documents, and all applicable federal, state, and local laws, regulations, permits, and funding requirements. This Exhibit identifies the project information, scope of services, deliverables, locations, Owner-furnished items, and any project-specific requirements applicable to the Work.

A.1 Project Identification

Item	Project Information
Project Name	

Project Number / Grant Identifier	
Federal Award / Program	DOE/BIL/WARN or other: _____
Work Location(s)	
LCEC Project Manager	
Contractor Project Manager	

A.2 General Description of Work

Except for Owner-furnished items identified in this Exhibit or the Contract Documents, Contractor shall provide the labor, supervision, personnel, equipment, materials, engineering support, field verification, testing, commissioning, documentation, and related services necessary to perform the Work described in the Contract Documents, except to the extent specific labor, equipment, materials, services, or support are identified as Owner-furnished items.

Contractor shall perform site inspections, field verification, constructability reviews, and any engineering validation or design refinement necessary to complete the Work. Contractor shall coordinate all activities with LCEC and shall comply with all applicable federal, state, and local laws, regulations, permits, and Contract requirements.

A.3 Specific Work Items and Deliverables

No.	Work Item / Deliverable	Location	Completion Requirement
1			
2			
3			

A.4 Materials, Equipment, and Owner-Furnished Items

Contractor shall furnish all materials and equipment required for the Work except those expressly identified as LCEC-furnished. All materials incorporated into the Project shall satisfy the Contract Documents, applicable technical specifications, utility standards, BABA requirements, approved manufacturer requirements, and any applicable federal funding restrictions.

Exhibit B – Contractor Bid and Pricing

Attach Contractor's accepted bid, pricing schedules, unit prices, alternates accepted by LCEC, assumptions, clarifications accepted by LCEC, and any exceptions expressly approved in writing. No Contractor bid term modifies this Agreement unless expressly accepted by LCEC in writing.

Exhibit C – Schedule and Milestones

All milestone dates are subject to receipt of required federal approvals, environmental clearances, and funding authorizations. Schedule adjustments resulting from delays in such approvals shall be addressed through written schedule revisions approved by LCEC.

Exhibit D – Funding and Regulatory Compliance Requirements

The provisions contained in this Exhibit apply only to the extent required by the applicable funding source, regulatory requirement, or project-specific requirement.

D.1 Incorporation of Federal Award Requirements

Contractor shall comply with all applicable federal award requirements incorporated into the Project, including DOE Assistance Regulations, 2 CFR Part 200 as supplemented by 2 CFR Part 910, the Bipartisan Infrastructure Law where applicable, the approved award documents, and any written instructions issued by LCEC, the pass-through entity, or the federal awarding agency.

D.2 Federal Stewardship, Site Visits, Reporting, and Publications

Contractor shall cooperate with DOE/NNSA, NRECA Research, LCEC, the pass-through entity, and authorized governmental representatives in federal stewardship activities, site visits, performance reviews, technical assistance, reporting, audits, inspections, and closeout reviews. Contractor shall cooperate with all federal stewardship activities and shall comply with the inspection, access, audit, and records provisions contained in Articles 10 and 17 of this Agreement. Contractor shall timely provide information needed for required performance, financial, labor, BIL, Community Benefits Outcomes and Objectives, and other award reports. Any publication or public release based on or developed under the Project shall include the required federal acknowledgment and disclaimer language when applicable and shall comply with all funding-award publication requirements.

When required for a publication or public release, Contractor shall include the following acknowledgment: “This material is based upon work supported by the Department of Energy, Award Number [REDACTED]” Contractor shall also include the required federal disclaimer stating that the report was prepared as an account of work sponsored by an agency of the United States Government; that neither the United States Government, nor any agency thereof, nor any of their employees makes any warranty, express or implied, or assumes legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed; that use would not infringe privately owned rights; that references to specific commercial products, processes, or services do not imply endorsement, recommendation, or favoring by the United States Government or any agency thereof; and that the views and opinions of authors do not necessarily state or reflect those of the United States Government or any agency thereof.

D.3 Cost Share, Funding of Budget Periods, and Allowability

Contractor shall provide documentation sufficient to support any costs, in-kind contributions, materials, labor, equipment, or other items claimed as eligible Project costs or cost share. Contractor acknowledges that federal funding may be partially obligated, conditioned on milestones, deliverables, Community Benefits Outcomes and Objectives, reporting, evidence of cost-share commitment, and continued compliance. Costs incurred

outside authorized scope, period of performance, approved budget periods, NEPA authorization, or written LCEC authorization may be disallowed and may not be reimbursable or recognized as cost share.

D.4 Permits, Intellectual Property, American-Made Equipment, and Property Requirements

Contractor shall obtain and comply with all required permits and applicable federal, state, municipal, and local laws, codes, and regulations for Work performed under the Project. Contractor shall comply with applicable intellectual property provisions, including requirements relating to intangible property, rights to inventions, data, and award-specific intellectual property attachments. To the greatest extent practicable, equipment and products purchased with Project funds should be Buy America Build America compliant. Contractor shall comply with all real property, equipment, supplies, intangible property, property trust, continued-use, inventory, control, insurance, disposition, and reporting requirements applicable to property acquired, improved, furnished, incorporated, or used under the Project.

If Contractor requests authorization for continued use of real property or equipment after the award period of performance, the written request shall identify the property and include the intended continued use, the proposed use period, an acknowledgment that the property will not be sold or encumbered without required prior approval, the current fair market value, and the estimated useful life or depreciation schedule for equipment. Contractor shall request disposition instructions when property is no longer needed for authorized project purposes.

D.5 Insolvency, Bankruptcy, Receivership, and Material Noncompliance

Contractor shall immediately notify LCEC in writing of any insolvency, bankruptcy, receivership, dissolution, winding-up, readjustment of debts, appointment of a receiver or trustee, inability to pay debts as they become due, or similar proceeding involving Contractor or any parent entity. The notice shall describe the event, surrounding facts, and anticipated impact on the Project. Failure to provide required notice or failure to comply with applicable federal funding requirements may constitute material noncompliance and may support payment controls, corrective action, suspension, termination, or other remedies.

D.6 Performance of Work in the United States

Contractor shall ensure that one hundred percent (100%) of direct labor costs for the Project, including lower-tier subcontractor labor, are incurred in the United States unless LCEC provides written authorization based on applicable award terms and agency approval.

D.7 Conference Spending Restrictions

Contractor shall not expend Project funds on any conference that is not directly and programmatically related to the purpose of the award or in a manner that would circumvent federal conference spending notification requirements, including restrictions applicable to conferences for which United States Government costs would otherwise exceed applicable thresholds.

D.8 Davis-Bacon Act, Copeland Act, and LCPtracker

For construction, alteration, or repair work in excess of \$2,000 funded directly or indirectly by the award, Contractor shall comply with the Davis-Bacon Act, applicable wage determinations, 29 CFR Part 5, the Copeland Anti-Kickback Act, certified payroll requirements, worker classification requirements, fringe-benefit requirements, job-site posting requirements, employee interview requirements, and all related Department of Labor and DOE requirements. Contractor shall pay laborers and mechanics not less than the prevailing wage rates and fringe benefits specified in the applicable wage determination and shall pay wages not less often than weekly.

These requirements apply to every laborer and mechanic employed by Contractor or any subcontractor of any tier for all hours during which the individual performs covered construction, alteration, or repair work at the site of the Work. Contractor shall ensure that each covered worker is properly classified and paid not less than the applicable basic hourly wage rate and fringe benefits stated in the applicable wage determination. Where a required classification is not included in the applicable wage determination, Contractor shall promptly notify LCEC and comply with the applicable conformance process, including any required retroactive age or fringe-benefit adjustments.

Contractor and each subcontractor shall timely submit certified weekly payrolls through LCPtracker or any successor electronic payroll system required by DOE or LCEC, unless a written waiver is granted before covered Work begins. Contractors shall review subcontractor payrolls for accuracy and compliance, correct payroll deficiencies, cooperate with labor reviews and worker interviews, and provide information needed for any Davis-Bacon semi-annual or other labor compliance report.

Certified payroll records shall be maintained in accordance with the record retention requirements set forth in Article 17. Contractor shall provide information needed for Davis-Bacon semi-annual labor compliance reporting by April 21 and October 21 of each year when applicable.

Contractor shall ensure that every subcontract and lower-tier subcontractor performing covered Work is registered in and timely uses LCPtracker, or any successor system designated by DOE or LCEC. Contractor shall review each subcontractor's certified payroll for completeness, worker classifications, wage rates, fringe benefits, deductions, and hours worked. Use of LCPtracker does not transfer Contractor's responsibility for Davis-Bacon compliance to LCEC.

D.9 Contract Work Hours and Safety Standards Act

For applicable contracts exceeding \$100,000 involving mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act. Contractor shall compute wages based on a standard forty-hour workweek and shall compensate covered workers at not less than one and one-half times the basic rate of pay for hours worked in excess of forty hours in a workweek. Contractor shall not require any laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous.

D.10 Build America, Buy America and Domestic Content

For any infrastructure project subject to the Buy America Requirement, none of the funds provided under the award, including federal share and non-Federal cost share, may be used unless all iron and steel, manufactured products, and construction materials used in the Project are produced in the United States as required by BABA, 2 CFR Part 184, and any applicable waiver or guidance. Contractor shall classify each article, material, or supply by the applicable category at the time it is brought to the work site for incorporation into the Project.

Contractor shall obtain and maintain supplier or manufacturer certifications, mill certifications, country-of-origin documentation, component-cost documentation when required, delivery records, waiver documentation if any, and other proof of compliance for all iron, steel, manufactured products, and construction materials incorporated into or permanently affixed to the Project. Contractor shall provide documentation to LCEC upon request and before payment or closeout when required.

The Buy America Requirement applies to public infrastructure, including infrastructure that is publicly owned or privately owned but utilized primarily for a public purpose. The requirement applies only to articles, materials, and supplies consumed in, incorporated into, or permanently affixed to the infrastructure project and classified as iron or steel products, manufactured products, or construction materials at the time brought to the work site. Cement and cementitious materials, aggregates such as stone, sand, or gravel, aggregate binding agents or additives, and asphalt are excluded as construction materials except when used to produce a manufactured product that is brought to the work site in that manufactured form.

If a Buy America waiver is necessary, Contractor shall not rely on non-domestic items unless a waiver has been requested and approved through the required process. Waivers may be based only on public interest, non-availability, or unreasonable cost. Contractor shall provide all information needed to support a waiver request, including waiver type, Contractor and project identifiers, project description and location, total project and infrastructure cost information, affected items and countries of origin, quantities, costs, product and industry codes when available, justification, good-faith domestic solicitation evidence, market research, due diligence, and anticipated project impact if no waiver is

granted. Contractor acknowledges that waiver requests may require federal review, public comment, and approval before covered items may be used.

D.11 NEPA, Permits, Environmental, Tribal, and Site Restrictions

Contractor shall perform only Work that is authorized under the applicable NEPA determination, permits, approvals, landowner permissions, mitigation measures, monitoring requirements, reporting responsibilities, and site restrictions. For applicable DOE/BIL award terms, only Tasks 1.0, 2.0, 3.0, 5.0, 6.0, 7.0 and subtasks 4.1, 4.2, 4.3, and 4.4 are authorized unless LCEC provides written authorization based on an applicable final or supplemental NEPA determination. Subtasks 4.5 through 4.7 are not authorized for federal funding unless and until written authorization is provided. Contractor shall not begin, add, move, or change federally funded work, locations, tasks, or methods subject to additional NEPA or agency approval until LCEC provides written authorization. Unauthorized work may be non-reimbursable, may not be recognized as allowable cost share, and may constitute a material breach.

D.12 Reporting, Cost Tracking, Records, and Audits

Contractor shall support all reporting, cost tracking, segregation of costs, Community Benefits Outcomes and Objectives reporting, labor compliance reporting, BIL reporting, financial reporting, performance reporting, audit, inspection, and closeout requirements applicable to the Project. Record retention, audit access, and related records requirements shall be governed by Article 17.

D.13 SAM, UEI, Debarment, Suspension, and Responsibility

Contractor represents that it and its covered principals are not debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in federal awards. Contractor shall not enter into covered transactions with excluded parties and shall comply with (SAM) System for Award Management, (UEI) Unique Entity Identifier, responsibility, and lower-tier notification requirements to the extent applicable.

D.14 Equal Employment Opportunity, Affirmative Action, and Pay Transparency

For federally assisted construction contracts exceeding applicable thresholds, Contractor shall comply with Executive Order 11246, 41 CFR Part 60, equal employment opportunity, affirmative action, and pay transparency requirements, including required flow-down language and prohibitions against discrimination and adverse action for discussing pay.

If the Project is a construction project valued at \$35 million or more and lasting more than one year, Contractor shall participate in any required OFCCP Mega Construction Project Program compliance assistance, reporting, and cooperation requirements when directed by LCEC, DOE, OFCCP, or another authorized governmental authority.

D.15 Prohibited Telecommunications and Video Surveillance Equipment

Contractor shall comply with 2 CFR 200.216 and shall not obligate or expend Project funds to procure, obtain, extend, renew, or use covered telecommunications equipment, video surveillance equipment, services, or systems as a substantial or essential component of any system or as critical technology, including covered equipment or services identified in applicable federal law and award terms.

Covered telecommunications and video surveillance restrictions include equipment, services, or systems produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, their subsidiaries or affiliates, and any other entity identified under applicable federal law as owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.16 Foreign National, Foreign Country of Risk, Export Control, and Foreign Collaboration Requirements

Contractor shall comply with applicable foreign national participation, post-award due diligence, export control, transparency of foreign connections, foreign collaboration, and foreign government-sponsored talent recruitment restrictions. Contractor shall not permit foreign nationals to participate in covered Project activities or access covered Project sites, information, technologies, equipment, programs, or personnel unless prior written approval is obtained where required. Contractor shall immediately report to LCEC any export control investigation, charge, indictment, conviction, or violation related to the Project and shall provide corrective actions when required. Contractor shall promptly notify LCEC of any foreign country of risk connection, export control issue, foreign collaboration, covered equipment issue, change in ownership, foreign investment, technology licensing, board change, or prohibited talent recruitment participation relevant to the Project.

Foreign countries of risk currently include Iran, North Korea, Russia, and China, subject to change under applicable federal requirements. A Foreign Government-Sponsored Talent Recruitment Program includes an effort directly or indirectly organized, managed, or funded by a foreign government or foreign government instrumentality or entity to recruit science and technology professionals or students, including programs that provide compensation, research funding, travel, appointments, titles, career opportunities, or other remuneration or consideration and that may seek access to proprietary technology, software, unpublished data, methods, or intellectual property.

D.17 Financial and Organizational Conflicts of Interest

Contractor shall comply with DOE financial conflict of interest and organizational conflict of interest requirements applicable to the Project. Contractor shall ensure required investigator financial disclosures are completed, reviewed, managed, and reported when applicable, and shall disclose in writing any actual or potential organizational conflict of

interest before using Project funds for a procurement or transaction with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. If a conflict cannot be avoided, neutralized, or mitigated, Contractor shall procure goods or services from other sources when using Project funds.

D.18 Participants, Collaborating Organizations, Human Subjects, Duplicative Funding, and Tribal Impacts

Contractor shall provide information requested by LCEC concerning Project participants, senior or key personnel, individuals expected to work at least one person-month per year, contractors, subcontractors, partners, and collaborating organizations, including foreign collaborators when applicable. Contractor shall not conduct human subjects research, collect identifiable private information for research, or perform covered human subjects' activities without required Federal Wide Assurance, Institutional Review Board approval, DOE-related approvals, and written LCEC authorization. Contractor shall promptly notify LCEC of any other federal award or subaward that may overlap with Project activities or identical cost items. Contractor shall coordinate with LCEC before any activity that could impact Indian Tribe resources or reserved rights and shall not begin such activity without required DOE authorization and coordination.

Participant information may include name, organization, job title, role in the Project, start and end dates, state, U.S. territory, or country of residence, foreign collaboration information, and related travel information. Organization information may include name, UEI, zip code or latitude and longitude, role in the Project, contribution to the Project, and start and end dates. Contractor shall provide updated information within the reporting period required by LCEC when participant or collaborating organization information changes.

For any approved human subjects research activity, Contractor shall support required reporting to the DOE Human Subjects Research Database when applicable and shall ensure lower-tier subcontractors comply with all human subjects protection requirements.

D.19 Lobbying, Fraud, Waste, Abuse, Mandatory Disclosures, and Whistleblower Protections

Contractor shall comply with lobbying restrictions, the Byrd Anti-Lobbying Amendment where applicable, fraud, waste, abuse, and mandatory disclosure requirements. Contractor shall timely disclose to LCEC any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award and any civil, criminal, or administrative proceeding requiring federal reporting. Contractor shall not use nondisclosure or confidentiality agreements, policies, forms, or statements to restrict lawful reporting of waste, fraud, abuse, mismanagement, violations of law, or substantial and specific danger to public health or safety to Congress, an Inspector General, law enforcement, or other authorized governmental officials. Contractor shall ensure any

confidentiality terms used in connection with the Project preserve applicable whistleblower rights and do not supersede controlling federal requirements.

Contractor represents, to the extent required by applicable federal award terms, that it does not have unpaid federal tax liability that has been finally assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner under an agreement with the authority responsible for collecting the tax liability.

D.20 Federal Tax Liability and Religious Liberty

Contractor shall not condition subawards, subcontracts, or participation in the Project in a manner that discriminates against or disadvantages any subrecipient, subcontractor, or participant based on religious character to the extent prohibited by applicable federal requirements.

D.21 Clean Air Act, Clean Water Act, Recovered Materials, Domestic Preferences, and Other Appendix II Provisions

Contractor shall comply with all applicable 2 CFR Part 200 Appendix II contract provisions, including: administrative, contractual, and legal remedies for contracts exceeding the simplified acquisition threshold; termination for cause and convenience for contracts over \$10,000; equal employment opportunity; Davis-Bacon and Copeland Act requirements; Contract Work Hours and Safety Standards Act requirements; rights to inventions when applicable; Clean Air Act and Federal Water Pollution Control Act compliance and reporting of violations to the federal awarding agency and the Regional Office of the Environmental Protection Agency for covered contracts and subgrants exceeding \$150,000; debarment and suspension restrictions; Byrd Anti-Lobbying certification and disclosure requirements for covered awards exceeding \$100,000; procurement of recovered materials under 2 CFR 200.323; domestic preference for procurements under 2 CFR 200.322; and prohibited telecommunications requirements under 2 CFR 200.216.

D.22 Community Benefits, BIL Cost Tracking, and Separate Records

Contractor shall support and comply with the Community Benefits Outcomes and Objectives applicable to the Project and shall provide information needed for LCEC to report progress toward stated objectives and milestones. Contractor shall provide information necessary for LCEC to satisfy Community Benefits, BIL, DOE, pass-through entity, audit, and closeout reporting requirements.

D.23 Federal Award Controls

If any applicable federal award, DOE/BIL, pass-through, or agency-specific requirement is more specific or more stringent than another provision of this Agreement, the more specific or more stringent requirement shall apply to the extent required by the funding award and

applicable law. Any applicable federal funding requirement not expressly restated in this Exhibit D remains binding to the extent applicable to Contractor's Work.

Exhibit E – Insurance Requirements

Contractor shall maintain the following insurance coverage for the Project. If higher limits or additional coverage are required by the invitation, funding award, or project-specific requirements, the higher or additional requirements shall apply.

Coverage	Minimum Requirement
Workers' Compensation	As required by applicable law
Employer's Liability	\$1,000,000 each accident / \$1,000,000 disease each employee / \$1,000,000 disease policy limit
Commercial General Liability	\$1,000,000 each occurrence / \$2,000,000 general aggregate / \$2,000,000 products-completed operations aggregate
Automobile Liability	\$1,000,000 combined single limit each accident
Umbrella / Excess Liability	\$5,000,000 each occurrence

E.1 Additional Insured

LCEC shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella / Excess Liability policies, as applicable to the Work.

E.2 Waiver of Subrogation

Waiver of subrogation in favor of LCEC: **Required / Not Required.**

E.3 Certificates and Evidence of Insurance

Contractor shall provide certificates of insurance to LCEC before commencing Work and upon renewal or request. Certificate Holder: Lea County Electric Cooperative, Inc., 1300 W. Ave D, Lovington, NM 88260.

E.4 Notice Requirement

Contractor shall provide notice to LCEC of cancellation or material change in required coverage to the extent provided by the applicable policy or insurer.

E.5 Subcontractors

Subcontractor insurance requirements: **Same as Contractor / As approved by LCEC / Insert project-specific requirements.**

Exhibit F – Compensation and Payment Terms

Attach the Contract Price, unit prices, allowances, alternates, milestone payments, progress payment procedures, invoice requirements, retainage requirements, final payment requirements, lien waiver requirements, closeout documentation, and any funding-specific payment limitations or cost allowability requirements.

Exhibit G – Safety Requirements

Attach project-specific safety requirements applicable to the Work, including, as applicable:

- Project-specific site safety rules or owner requirements;
- Required job briefings or pre-task planning procedures unique to the Project;
- Project-specific energized work restrictions, switching orders, clearance procedures, or outage coordination instructions;
- Traffic control plans or work zone requirements;
- Evacuation, confined space, environmental, or other site-specific hazard controls;
- Required permits, access restrictions, or security procedures;
- Emergency contact information and project-specific emergency response procedures; and
- Any additional safety requirements identified in the Contract Documents or by LCEC for the Project.

General contractor safety obligations, PPE requirements, OSHA compliance, incident reporting, stop-work authority, employee qualifications, and other general safety responsibilities are governed by Articles 7, 8, and 9 and need not be repeated in this Exhibit.

Exhibit H – Wage Determinations and Labor Compliance Materials

Attach applicable Davis-Bacon wage determinations, approved additional classifications or conformances, labor compliance instructions, LCPtracker instructions, WH-1321 posting information, payroll submission requirements, worker interview procedures, and any other labor compliance materials required for the Project.