



Request for Proposal

FIBER NETWORK CONSTRUCTION

Issue Date: March 1, 2021
Proposal Due Date: March 31, 2021

Issued by: Holy Cross Energy
3799 Highway 82
P.O Box 2150
Glenwood Springs, CO 81602-2150

RFP Website: www.holycross.com/request-for-proposals/



SECTION 1 – NOTICE TO BIDDERS

Holy Cross Energy (HCE) is soliciting proposals for the construction, including the supply of necessary labor, materials and equipment, of a **fiber-optic network**.

About HCE

Founded in 1939, HCE is a not-for-profit rural electric cooperative that provides safe, reliable, affordable and sustainable energy and services that improve the quality of life for more than 44,500 members and their communities in western Colorado. HCE is committed to leading the responsible transition to a clean energy future and has set a goal of obtaining more than 100% of its power supply from clean and renewable energy resources by 2030. Located in Glenwood Springs, Colorado, HCE has 164 employees and offices in Avon, Gypsum, and Aspen.

Background

In 2019, HCE commissioned a study to evaluate its communication sites and assets. The resulting Network Strategic Plan grouped assets by priority and HCE has committed to a 5-year plan to serve all priority 1 assets. The entire project, divided into phases, will seek to provide HCE with an approximately 100-mile fiber backbone from Aspen to Avon, Colorado. Phase 1 of the project seeks to deploy 40-miles of fiber optic cable from the HCE Glenwood Springs headquarters to the Aspen Substation and office.

RFP Schedule

HCE expects to adhere to the timetable shown below. Target dates are approximate and subject to change without notice.

Event	Date
RFP issuance	March 1, 2021
Pre-bid Meeting	March 8, 2021 10:00 AM Mountain Time
Last day for Questions	March 15, 2021 5:00 PM Mountain Time
Responses to Questions	March 17, 2021
Proposal Due Date	March 31, 2021 5:00 PM Mountain Time
Anticipated award date	Between April 5, 2021 and April 30, 2021
Anticipated start date	July 12, 2021
Completion of all Segments	September 30, 2021



Obtaining Supporting Documents

Prior to submitting a proposal, Bidders should review all documents to familiarize themselves with the work to be completed. The Plans, Specifications, and Construction Drawings together with all necessary forms and other documents may be obtained by submitting the following information to broadbandrfp@holycross.com:

1. Company Name:
2. Point of Contact:
3. Years of experience constructing similar projects.

Packet Contents

The packet provided by HCE will include the following documents:

- A copy of this RFP
- Appendix A: Town of Snowmass Village Project
- Appendix B: Cost Proposal – Summay Pricing
 - A version of Appendix B in spreadsheet format will be provided.
- Appendix C: Underground Conduit “Option 3” Specifications
- Appendix D: Sample Construction Agreement
- Design documents in KMZ and PDF format
 - HCE_GlenwoodSprings_Basalt_FiberDesign
 - HCE_Basalt_WoodyCreek_FiberDesign
 - HCE_WoodyCreek_Aspen_FiberDesign



SECTION 2 - SCOPE OF SERVICES

This proposal seeks services related to the construction of phase 1 of the HCE Network Strategic Plan, specifically to deploy a fiber-optic network between the HCE Glenwood Springs headquarters and the Aspen substation/office.

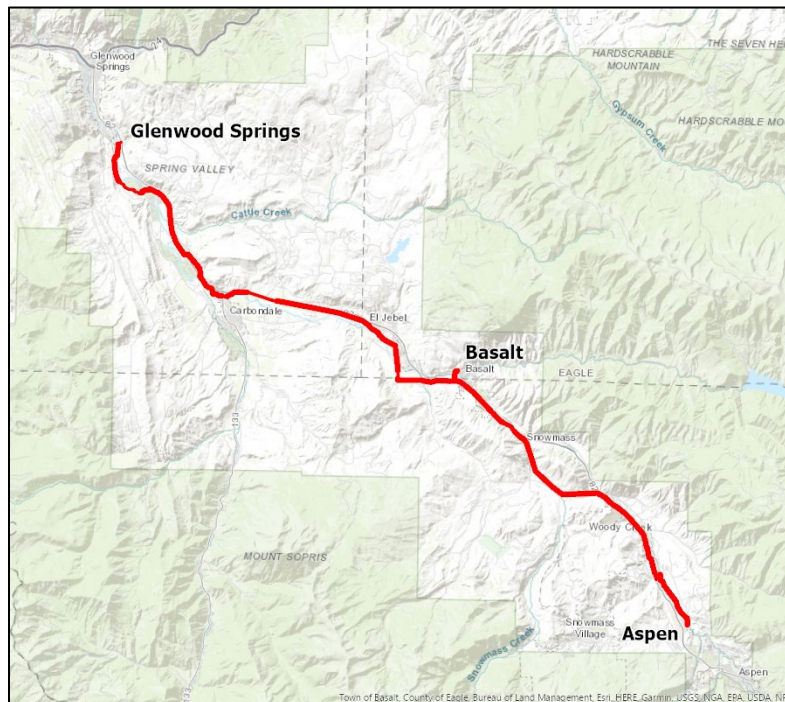
Segments

The proposed network route is divided into four segments, listed below. The list is non-inclusive and a bidder may bid on one or more segments. Bidders are encouraged to identify other activities which will assist in the development or improve the quality of the project. Segments may be constructed in parallel.

#	Segment Description	Underground Fiber Feet	Overhead Fiber Feet	Total Fiber Feet
1	Glenwood Springs to Basalt Substation	18,790	92,842	111,632
2	Basalt Substation to Wood Creek Array	5,882	64,293	70,175
3	Woody Creek Array to Aspen	0	13,240	13,240

Route

Detailed route information is available in the bidders packet.





SECTION 3 – INSTRUCTION TO BIDDERS

Proposals must be submitted electronically no later than in the Schedule section of this document. Late proposals will not be considered. Each Bidder shall bear all expenses associated with the preparation and submission of their proposal. Provide all proposal submissions in PDF format. Other formats, including zip files, will be rejected.

Submit proposals to: broadbandrfp@holycross.com

Please use the subject line: **RFP – FIBER NETWORK CONSTRUCTION**

Proposals should be concise and must include:

Cover Page

Provide a cover page which clearly identifies the RFP, Bidder's name, and primary point of contact.

Executive Summary

Provide a high-level synopsis of the Bidder's proposal. The summary should include a brief overview of the work to be completed, qualifications of the bidder, and the total cost of the project.

Company Overview

Provide the following information about your company:

- Official registered name, address, website, and relevant contact numbers.
- Name, phone number, and e-mail addresses of any key contacts
- Brief history of your company, including year established and number of years performing related work.

Qualifications

Include a description of qualifications and capabilities. Provide an overview of key people who will be involved in this project including relevant qualifications and experience.

Relevant Work Experience and References

Provide three to five examples of projects similar in scope and scale completed by the Bidder, especially related to similar work for electric cooperatives. Provide a brief description including completion date, type and scope of project, and contact person with telephone number for reference.

Work Plan

Provide a description of the approach proposed to accomplish the objectives outlined in the Scope of Services. Include a summary of the steps to be completed. Provide an overview of resource requirements needed of HCE to complete this project.

Network Segment(s) Selection

Clearly indicate which one or multiple network segments (1-3) are included in the work plan. For each segment, describe the cost proposal and work schedule as detailed below.



For the **Underground Fiber** segments, there are two options:

- Option 1: Placing New Conduit
- Option 2: Using Existing Spare Conduit

In addressing Underground Fiber, please indicate your preference for either Option 1 or Option 2. Option 2 will require intercepting the conduit prior to the manholes and routing it through a new handhole (see **Appendix C**).

In addition, please see **Appendix A** for additional information and associated questions regarding the activities pending contract for the Town of Snowmass Village. The intent of these questions is to potentially align construction services for HCE and the Town's complementary deployment.

Respondents to the RFP should provide responses to the following questions:

- 1) Indicate your willingness to extend your per unit pricing and other costs associated with the HCE project to TOSV.
- 2) Indicate what synergies you feel may be available due to coordination of the build between HCE and TOSV. Please quantify potential cost savings due to shared mobilization, project management, and other expenses typically included as overhead which may be avoided through a coordinated build.

Cost Proposal

Provide an estimated cost to complete the project and include a "not-to-exceed" cost. Indicate total cost by phase and for each activity. Include an hourly or flat rate price for work exceeding the included work plan. Provide a separate breakdown for any proposed additional items not included in the work plan. For each network segment (1-3), complete a cost-estimate worksheet provided in **Appendix B**. The following section "Cost Proposal: Summary Pricing Categories" describes each of the tasks in detail.

Work Schedule

Provide a detailed schedule indicating how the tasks will be organized to complete the work.

Cost Proposal: Summary Pricing Categories

For each network segment project, Bidders are required to populate all unit pricing listed in the bid schedule (**Appendix B**). Bidders should total their bid schedules in the same manner and populate the summary cost table at the top of the bid schedule.

HCE will provide all non-consumable items, including conduits, underground structures, splice closures, fiber cable, strand, pole hardware, jet line, mule tape and tracer wire, fiber caution tape, UG fiber markers.



OSP Construction Underground Path Creation

Conduit Placement - Horizontal Directional Drilling (min. 24" Cover)

Pricing shall include all costs incurred for potholes and restoration per the requirements listed in the local jurisdiction's municipal code. Tracer wire will be placed in each bored section, with tone verification for continuity. If tracer wire breaks during bore pullback process, a tracer wire will need to be placed inside a conduit. Mule tape shall be installed in each new conduit for future fiber installations. When rocky ground is encountered, a Mandrel shall be pulled through all conduit sections to verify the integrity of inside wall of the conduit. Cobble and Solid Rock Adders are intended to be "incremental" or additional per foot charges to the base unit rate. For example, if the base price is \$10.00 per foot and the unit rate with cobble is \$11.00, then the unit

Conduit Placement Greenspace - Trenching

Respondents should assume the use of standard trenching practices for a portion of the project. Pricing should include costs for restoration per the requirements listed in the local jurisdiction's municipal code. Tracer wire will be placed with conduit placement in all trenched sections. Trench line shall be compacted in 1' lifts. Fiber caution tape to be placed at 2' above the conduit. When conduit is trenched in rocky ground, the conduit shall have 12" of shade material without rocks that could cause damage when compacted on top of conduit. Mule tape shall be installed in each new conduit for future fiber installations. After trench is backfilled and compacted, a mandrel shall be pulled through conduit sections to verify the integrity of inside wall of the conduit. Cobble and solid rock adders will not apply to trenching efforts.

Conduit Placement Greenspace - Plowing

Respondents should assume the use of standard plowing practices for a portion of the project. Pricing should include costs for restoration per the requirements listed in the local jurisdiction's municipal code. During plowing operations, a tracer wire shall be installed in each plowed section with tone verification for continuity. If it is found to be broken, tracer wire must be placed inside a conduit. Fiber caution tape shall be placed 2' above the conduit depth along plowed route. When rocky ground is encountered, a Mandrel shall be pulled through conduit sections to verify the integrity of inside wall of the conduit. Cobble and solid rock adders will not apply to plowing efforts.

Hand Hole (HH), Pedestal and Vault Placement, Buried Fiber Markers

These structures are to be installed according to the specifications supplied by HCE as part of this RFP.

Out of Scope Work Required by Outside Plant Construction Crew

It should be assumed that some out of scope outside plant construction tasks may be required. Respondents are asked to provide a general hourly rate for a minimum OSP crew to complete basic tasks such as digouts, intercepts and other routine efforts. This hourly rate should include labor, vehicle and equipment costs for the crew.



OSP Construction Fiber Cable Placement

Aerial Cable Placement

The design calls for the installation of new all-dielectric self-supporting (ADSS) cable on HCE poles. The Owner is seeking a composite labor rate per foot for installing all required downguys w/guy markers, framing and fiber tags. The Owner will also consider a composite unit rate per foot for materials. Cable placement will be paid per sheath foot for the first and each additional fiber cable.

UG Fiber Placement

In relation to the placement of underground fiber, respondents will be asked to indicate their preference for either 1) installing new conduit or 2) using existing conduit. If existing conduit is used, construction will require interception of the conduit prior to the manholes and routing it through a new handhole. The design also calls for fiber cable to be installed in a variety of conditions. Pricing should be provided per sheath foot for installing fiber in new or existing non-power conduits and pulling fiber in occupied electric conduits. If a suitable pull rope is not available AND it is not possible to install a jet line in the subject duct, then the "Rod and rope existing conduit" rate will apply.

Technical Services - Closure Prep

Splice Closure Prep – Handhole Placement

This task includes assembling the closure for the required splicing operation, completing the ring cut required for mid sheath access (or cable trimming required for a reel end), packing the closure, affixing cable labels, affixing closure label and mounting the splice case accordingly in the assigned underground structure following the splicing operation.

Splice Closure Prep – Pole Mount

This task includes assembling the closure for the required splicing operation, completing the ring cut required for mid sheath access (or the cable trimming required for a reel end), packing the closure, affixing cable labels, affixing closure label, fiber slack storage and splice cases properly mounted on the assigned pole following the splicing and operation.

Technical Services - Splicing, Testing and Documentation

Single Fusion Splicing

Standard fusion splicing in varying environments based on traffic conditions and complexity of the overall operation.

Unidirectional OTDR Testing - Patch Panel Ports

The selected firm will be required to complete OTDR testing for fiber cables after they have been installed. Unidirectional OTDR testing will be completed from patch panel ports in a field cabinet or the main equipment site. Traces are to be stored electronically and all test results are to be documented in an electronic format specified by HCE.

Bidirectional OTDR Testing - Patch Panel Ports on Both Ends

The selected firm may be required to complete OTDR testing for fiber cables after they have been installed. Bidirectional OTDR testing will be completed where patch panel ports exist on both ends of the



fiber strand being tested. Traces are to be stored electronically and all test results are to be documented in an electronic format specified by HCE.

Power Meter Testing

The selected firm may be required to collect power readings from one or more terminal ports as part of the network certification process. Readings must be provided to HCE in a spreadsheet format. No hand written results will be accepted.

OTDR Testing - New Fiber Reels

The selected firm will be required to complete OTDR acceptance testing for all new fiber reels. Testing shall be conducted to verify cable prior to installation. All installed fiber must pass final testing prior to release.

Out of Scope Splicing or Testing Required by Technical Services Crew

Certain ad hoc work will be required of technical services crews. Respondents are required to list the hourly rate for a typical crew with the capability to complete out of technical services related work. This rate should cover labor, vehicle and equipment costs for the crew.

Questions

Submit all questions via e-mail to Bob Farmer at broadbandrfp@holycross.com. Questions sent to any other HCE e-mail address regarding this RFP will not be answered.

SECTION 4 - EVALUATION OF PROPOSALS

Proposals will be evaluated for responsiveness and completeness. HCE will eliminate any proposals that (a) are non-conforming, (b) do not meet the minimum requirements, (c) are not economically competitive with other proposals, or (d) are submitted by Bidders that lack appropriate qualifications. Please be certain that all required information is included in your proposal, as HCE will not be required to notify you of incompleteness, seek clarification, or ask for additional information. Failure to provide the information set forth herein may be grounds for elimination of consideration.

Evaluation Criteria

HCE will evaluate proposals based on merit and the criteria listed below. HCE reserves the right to make an award for reasons other than the lowest price offered.

1. Completeness of proposal.
2. Approach and deliverables.
3. Qualifications, experience, and references.
4. Comparative costs.
5. Compliance with Independent Contractor Agreement (for sample, see **Appendix D**)



Additional Information

HCE reserves the right to request additional information from a Bidder to obtain clarification concerning the submitted proposal.

Ownership

All materials submitted in response to this RFP becomes the property of HCE. Selection or rejection of a proposal does not affect this right. HCE shall retain all copyright of materials produced under any contract or subcontract awarded as a result of this RFP. All forms of documents and data generated as a result of this contract are owned by and shall be delivered to HCE at the direction of the HCE Representative. During the period of performance, the information may not be disclosed by the Bidder to third parties, except as expressly provided in the Contract, without the written permission of the HCE Representative.

Proposal Selection

HCE reserves the right to reject any or all proposals or portions thereof. HCE reserves the right to issue RFP updates at any time. HCE makes no guarantee of any minimum or maximum amount of products/services to be procured; and, HCE reserves the right to award any contract based on internal business policies and needs rather than the lowest bid. HCE reserves the right to make an award without further discussion of the proposals submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders. Each initial offer should contain the Bidder's best terms from a cost or price, service, timing, and technical standpoint.

HCE may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission for HCE to make inquiries and authorization to third parties to respond to them.

HCE may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether to initiate contract negotiations rests solely with HCE. No Bidder shall have any rights against HCE arising from such negotiations.

As a result of selection of a Bidder to supply products and/or services to HCE, HCE is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to HCE in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of HCE.

This RFP does not create any obligation on HCE to make any contract award.

Minor Irregularities

HCE reserves the right to waive minor irregularities or minor errors in any proposal, if it appears to HCE that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the proposal in which they occur prior to the acceptance by HCE.



SECTION 5 - GENERAL INFORMATION

Compliance with Federal, State, and Local Laws

Bidder warrants in submitting a proposal and in the performance of an award as a result of the proposal, that Bidder has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules, and regulations hereunder.

Limitation of Liability

HCE makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by HCE shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold HCE liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of HCE, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this RFP and that it shall not hold HCE liable or responsible therefore in any manner whatsoever.

Confidentiality

Any portions of the proposal containing confidential or proprietary information should be clearly marked "Proprietary and Confidential". HCE reserves the right to release any such information to its agents or contractors for the purpose of evaluating the Bidder's proposal. Under no circumstances will HCE be held liable for any damages resulting from any disclosure of Bidders claimed confidential information during or after the RFP process.

HCE Confidential Information

Specifications, drawings, sketches, models, samples, tools, computers or other apparatus programs, trade secrets, confidential research, development or commercial information, intellectual property, patents, and /or other technical or business data are hereinafter designated as "Confidential Information." Confidential Information shall not include information that (a) is generally available to the public prior to the date of this Agreement; (b) enters the public domain during the term of this Agreement through no fault of the bidder; (c) the bidder can establish, through its own contemporaneous records, was in its possession prior to disclosure of the Confidential Information to the bidder; or (d) is independently developed by the bidder without reference to or use of the Confidential Information.

The Bidder shall: (a) hold and maintain all Confidential Information received in strict confidence; (b) restrict disclosure of Confidential Information only to those employees of the bidder or its wholly owned subsidiaries who have been informed of the confidential nature of the information and have agreed to be bound by the restrictions of this Agreement governing disclosure of Confidential Information, and who need to know the Confidential Information for proposals to HCE for furnishing material, software, documentation, or services hereunder; and (c) not duplicate, reproduce, distribute, store in any electronic information retrieval system, or disseminate Confidential Information in any other manner. All Confidential Information, whether written, oral, or other,



furnished to the bidder hereunder, or in contemplation hereof, shall remain the property of HCE. All copies of such Information in written, graphic, or other tangible form shall be returned to HCE or permanently destroyed at HCE's request.

Bidder obligations with respect to the Confidential Information shall survive termination of this Agreement and remain in full force and effect for a period of five years from the date of receiving of this Agreement.

HCE Proprietary Information

This RFP and all information related to it are the property of HCE, and are delivered only for the purpose of enabling each potential bidder to prepare and submit a proposal in response hereto.

Due Dilligence

Prior to submitting a proposal, Bidders should carefully examine the sites, plans, specifications, construction drawings, and contracts related to this project. Bidders shall carefully review the route, characteristics of soils and terrains, and the kind of facilities required before and during the construction of the project.



APPENDIX A

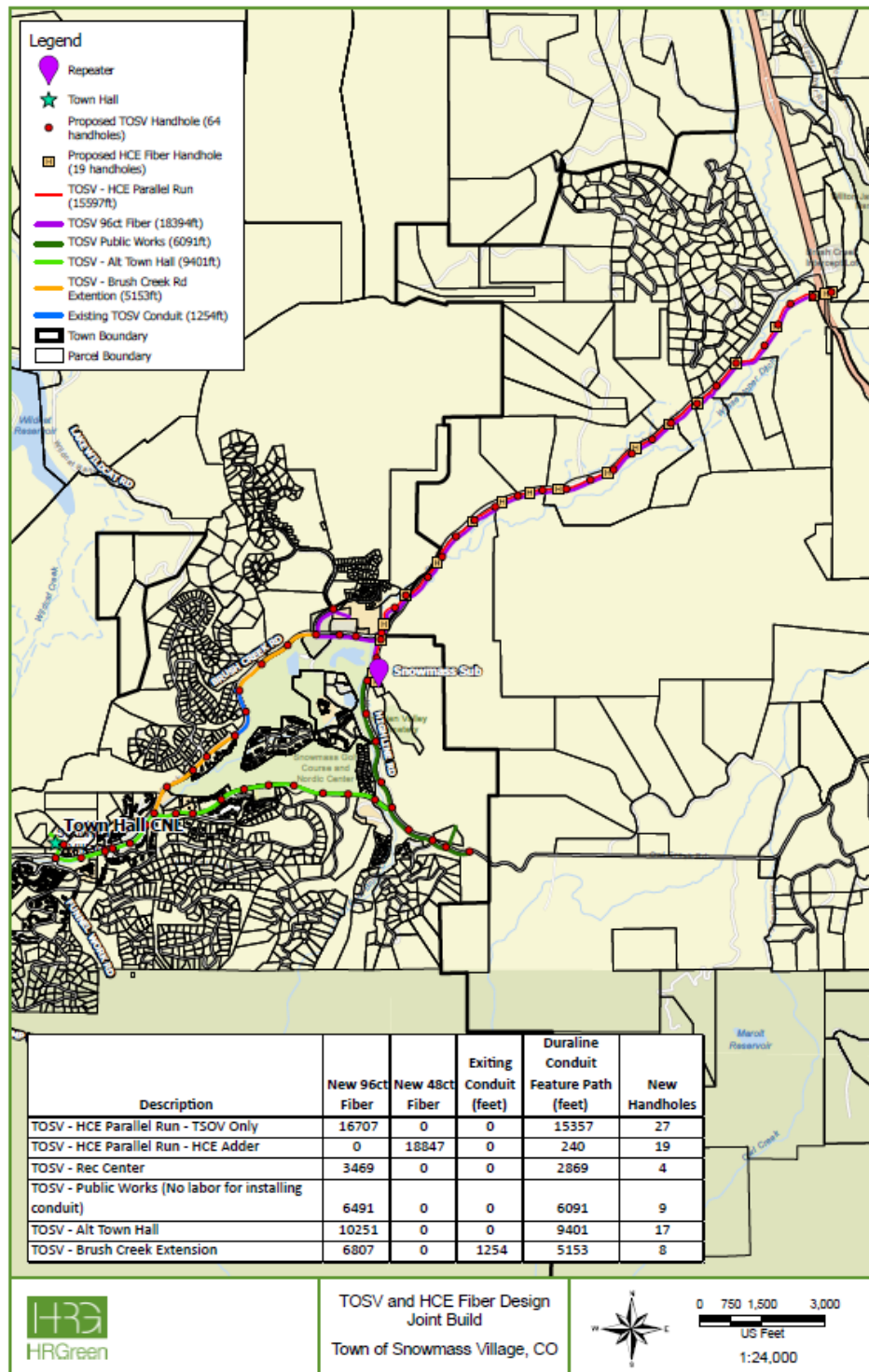
Town of Snowmass Village Project

In addition to the project identified in these bid documents, Holy Cross Energy (HCE) is partnering with the Town of Snowmass Village (TOSV) to complete a joint fiber optic lateral build from Hwy 82 to TOSV's Town Hall and various town facilities. Engineering design is not completed, but a preliminary, high-level design has been completed, and final engineering is estimated to be complete in the Spring of 2021.

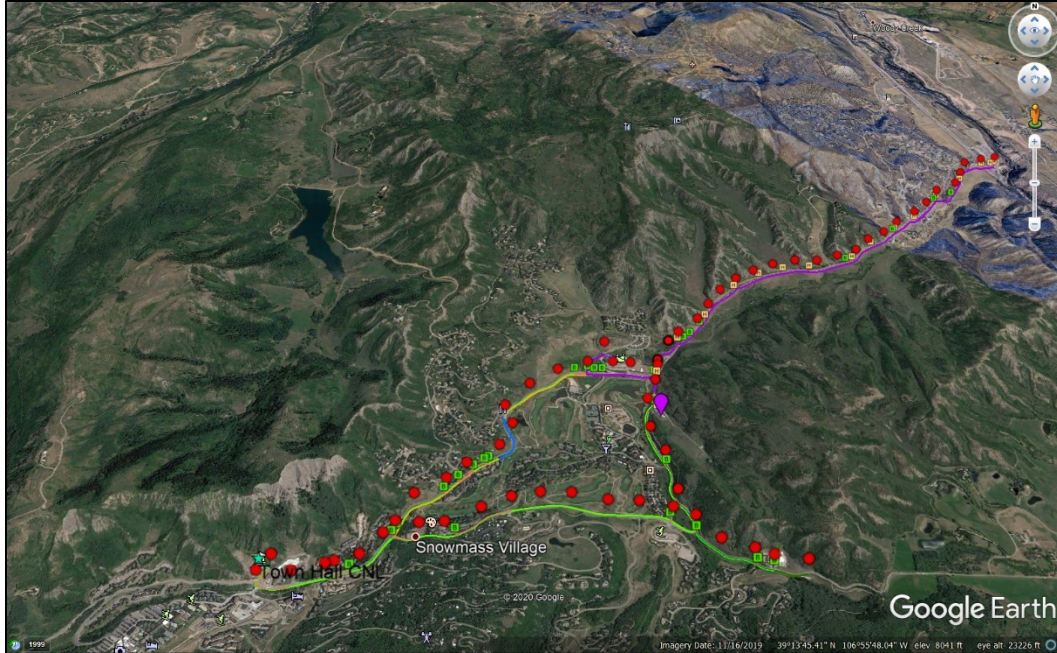
The TOSV project envisions the deployment of roughly 41,500 feet buried fiber/conduit (Plow - 33,500 ft, Trench – 500 ft, Bore – 6,000 ft, existing conduit – 1,500 ft). TOSV plans on installing 3 - 1.25" conduits, 96 count fiber cable (41,000 ft), 48 count fiber cable (16,000 ft), 84 hand holes and 4 service locations. See the following construction specifications table, network map, and KMZ for additional high-level design detail.

	TOSV Underground Existing Conduit Feet	TOSV Underground New Conduit Feet	Plow	Trench	Bore	TOSV Aerial New Feet	Blended Total Feet	TOSV Hand Holes Existing	TOSV Pedestals Existing	TOSV Hand Holes New	TOSV Splice Points	Service Locations
TOSV - HCE Parallel Run - TOSV Only	0	15,357	14,275	105	977	0	15,357	0	0	27	2	0
TOSV - HCE Parallel Run - HCE Adder	0	240	200	0	40	0	240	0	0	19	1	1
TOSV - Rec Center	0	2,869	2,291	0	578	0	2,869	0	0	4	1	1
TOSV - Public Works	0	6,091	5,558	97	436	0	6,091	0	0	9	1	1
TOSV - Town Hall	0	9,401	6,464	115	2,822	0	9,401	0	0	17	1	1
TOSV - Brush Creek Extension	1,254	5,153	3,696	138	1,003	0	6,407	0	0	8	2	0
Totals	1,254	39,111	32,484	455	5,856	0	40,365	0	0	84	8	4
TOSV - HCE Parallel Run - Combined	0	15,597	14,475	105	1,017	0	15,597	0	0	46	3	1

Table A1 - TOSV High-Level Construction Specifications



Map A1 - TOSV High-Level Network Map



KMZ A1 - TOSV High-Level KMZ

TOSV is pursuing Department of Local Affairs (DOLA) funding that will affect the final timing of the project, but construction is projected to be started and completed on a schedule that will likely mirror the planned construction of the core contract services in this RFP. This contract may be awarded directly as an addendum by HCE or contracted separately by TOSV, but both parties wish to explore synergies which may be realized by coordinating construction of the HCE and TOSV fiber optic deployments. Further detail on the timing of the TOSV project, including detailed design specifications suitable for bid, will be released in Spring, 2021.

Please include in your RFP, your firm's answers to the following questions:

- 1) Indicate your willingness to extend your per unit pricing and other costs associated with the HCE project to TOSV.
- 2) Indicate what synergies you feel may be available due to coordination of the build between HCE and TOSV. Please quantify potential cost savings due to shared mobilization, project management, and other expenses typically included as overhead which may be avoided through a coordinated build.



APPENDIX B

Cost Proposal – Summary Pricing

Segment	Bid Schedule Summary			
	Activity	Estimated Segment Quantities	Total Labor - Unitary Pricing	Total Labor - Not To Exceed Pricing
HCE_GlenwoodSprings_Basalt_FiberDesign_LL D	OSP Construction Underground Path Creation (Option 1)			
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 10550		
	- Conduit Placement - Trenching	Trench (ft): 675		
	- Conduit Placement - Plowing	Plow (ft): 6808		
	- Hand Hole (HH) and Vault Placement	Handholes: 19		
	- Marker Post and Locate Wire	Marker Posts: 18		
		Locate Wire (ft): 18033		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Underground Path Creation (Option 2)			
	- Existing Conduit – 4"	Existing Conduit (ft): 11128		
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 400		
	- Conduit Placement - Trenching	Trench (ft): 0		
	- Conduit Placement - Plowing	Plow (ft): 7622		
	- Hand Hole (HH) and Vault Placement	Handholes: 19		
	- Marker Post and Locate Wire	Marker Posts: 18		
		Locate Wire (ft): 19150		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Fiber Cable Placement			
	- Aerial Cable Placement	Aerial (ft): 98612		
	- UG Fiber Placement	UG (ft): 22800		
	Technical Services - Splice Closure Prep			
	- Splice Closure Prep - Aerial Mount	Aerial Mounts: 4		
	- Splice Closure Prep - Handhole Mount	Handhole Mounts: 1		
	Technical Services - Splicing, Fiber Testing and Documentation			
	- Single Fusion Splicing	Splice Locations: 5		
	- Unidirectional OTDR Testing - Patch Panel Ports	FDP Locations: 1		
	- Bidirectional OTDR Testing - Patch Panel Ports on Both Ends	OTDR Testing: 144		
	- Power Meter Testing			
	- Fiber Reel Testing			
	- Out of Scope Splicing or Testing Required by Technical Services Crew			
	Total Bid		\$	\$



Segment	Bid Schedule Summary			
	Activity	Estimated Segment Quantities	Total Labor - Unitary Pricing	Total Labor - Not To Exceed Pricing
HCE_Basalt_WoodyCreek_FiberDesign_LLD	OSP Construction Underground Path Creation (Option 1)			
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 1742		
	- Conduit Placement - Trenching	Trench (ft): 255		
	- Conduit Placement - Plowing	Plow (ft): 3896		
	- Hand Hole (HH) and Vault Placement	Hanholes: 9		
	- Marker Post and Locate Wire	Marker Posts: 9		
		Locate Wire (ft): 5893		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Underground Path Creation (Option 2)			
	- Existing Conduit – 4"	Existing Conduit (ft): 5057		
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 582		
	- Conduit Placement - Trenching	Trench (ft): 0		
	- Conduit Placement - Plowing	Plow (ft): 253		
	- Hand Hole (HH) and Vault Placement	Hanholes: 9		
	- Marker Post and Locate Wire	Marker Posts: 9		
		Locate Wire (ft): 5893		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Fiber Cable Placement			
	- Aerial Cable Placement	Aerial (ft): 67641		
	- UG Fiber Placement	UG (ft): 7243		
	Technical Services - Splice Closure Prep			
	- Splice Closure Prep - Aerial Mount	Aerial Mounts: 2		
	- Splice Closure Prep - Handhole Mount	Handhole Mounts: 1		
	Technical Services - Splicing, Fiber Testing and Documentation			
	- Single Fusion Splicing	FDP Locations: 2		
	- Unidirectional OTDR Testing - Patch Panel Ports	OTDR Testing: 288		
	- Bidirectional OTDR Testing - Patch Panel Ports on Both Ends			
	- Power Meter Testing			
	- Fiber Reel Testing			
	- Out of Scope Splicing or Testing Required by Technical Services Crew			
	Total Bid		\$	\$

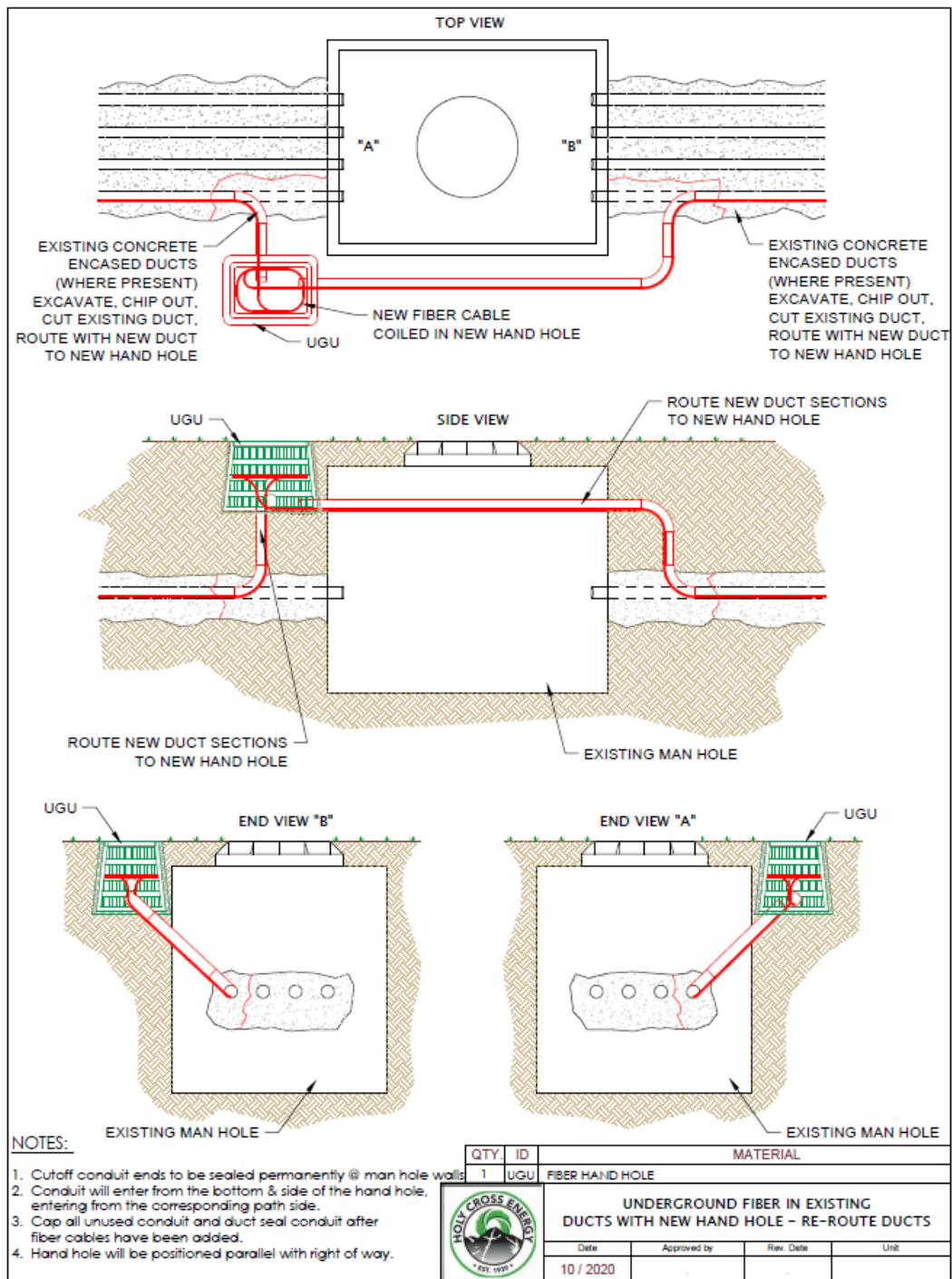


Segment	Bid Schedule Summary			
	Activity	Estimated Segment Quantities	Total Labor - Unitary Pricing	Total Labor - Not To Exceed Pricing
HCE_WoodyCreek_Aspen_FiberDesign_LLD	OSP Construction Underground Path Creation (Option 1)			
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 170		
	- Conduit Placement - Trenching	Trench (ft): 30		
	- Conduit Placement - Plowing	Plow (ft): 692		
	- Hand Hole (HH) and Vault Placement	Hanholes: 1		
	- Marker Post and Locate Wire	Marker Posts: 1		
		Locate Wire (ft): 892		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Underground Path Creation (Option 2)			
	- Existing Conduit - 4"	Existing Conduit (ft): 0		
	- Conduit Placement - Horizontal Directional Drilling (min. 30" Cover)	Bore (ft): 0		
	- Conduit Placement - Trenching	Trench (ft): 0		
	- Conduit Placement - Plowing	Plow (ft): 892		
	- Hand Hole (HH) and Vault Placement	Hanholes: 1		
	- Marker Post and Locate Wire	Marker Posts: 1		
		Locate Wire (ft): 892		
	- Out of Scope Work Required by Outside Plant Construction Crew			
	OSP Construction Fiber Cable Placement			
	- Aerial Cable Placement	Aerial (ft): 15803		
	- UG Fiber Placement	UG (ft): 1192		
	Technical Services - Splice Closure Prep			
	- Splice Closure Prep - Aerial Mount	Aerial Mounts: 1		
	- Splice Closure Prep - Handhole Mount	Handhole Mounts: 0		
	Technical Services - Splicing, Fiber Testing and Documentation	Splice Locations: 1		
	- Single Fusion Splicing	FDP Locations: 1		
	- Unidirectional OTDR Testing - Patch Panel Ports	OTDR Testing: 144		
	- Bidirectional OTDR Testing - Patch Panel Ports on Both Ends			
	- Power Meter Testing			
	- Fiber Reel Testing			
	- Out of Scope Splicing or Testing Required by Technical Services Crew			
	Total Bid		\$	\$



APPENDIX C

Underground Conduit "Option 3" Specifications



APPENDIX D CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT ("Agreement") is made effective the _____ day of _____, 2021, between HOLY CROSS ELECTRIC ASSOCIATION, INC., d/b/a HOLY CROSS ENERGY, a Colorado cooperative association hereinafter called "HCE" and _____, hereinafter called the "Contractor". HCE and the Contractor are the Parties to the Agreement. The Agreement concerns the construction of the Project described in the Request for Proposal issued by HCE dated _____, 2021 ("Project"). The term "Engineer" shall mean the engineer employed by HCE to provide engineering services for the Project, and the term includes the Engineer's duly authorized assistants and representatives. In consideration of the mutual undertakings herein contained, the Parties hereto agree as follows.

ARTICLE I – ACCEPTANCE OF PROPOSAL / GENERAL

1. Offer to Construct.

HCE accepts the Contractor's Proposal to receive and install such materials and equipment as specified to be furnished by HCE, and to supply all other materials and equipment, all machinery, tools, labor, transportation, and other means required to construct the Project in strict accordance with the Plans, Specifications and Construction Drawings for the prices as set forth in said Proposal for the Segments listed below (the "Work"). The Contractor shall report any error or ambiguity discovered in the Plans and Specifications to HCE, or its agent, prior to starting work. The Contractor further understands and agrees that extensions, additions, or changes to the Project and the exact location and scope of individual Segments will be made known to the Contractor from time to time as provided in Article II, Section 1.

Segments:

1. Glenwood Sprints to Basalt Substation
2. Basalt Substation to Woody Creek Array
3. Woody Creek Array to Aspen

2. Description of Contract.

The Proposal, Description of Segments, Material and Construction Specifications, Construction Sheets and Plans, and Special Drawings are hereby by reference incorporated herein and together constitute the Agreement.

3. Owner Furnished Materials.

The Contractor understands and agrees that, HCE will furnish to the Contractor the material set forth in the attached "List of HCE Furnished Materials." The Contractor will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Contractor will use such materials in constructing the Project.

Materials, if any, not required for the Project, which have been furnished to the Contractor by shall be returned to HCE by the Contractor upon completion of construction of the Project. The value of all materials not installed in the Project nor returned HCE shall be deducted from the final payment to the Contractor.

HCE shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. Information on the shipping schedules of materials on the "List of HCE Furnished Materials" will be furnished to the Contractor as necessary during progress of the Work.

Upon delivery, the Contractor shall promptly receive, unload, transport and handle all materials and equipment on the "List of HCE Furnished Materials" at its expense and shall be responsible for demurrage, if any.

4. Due Diligence.

The Contractor has made a careful examination of the path of the Segments to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.

5. License.

The Contractor shall comply with all applicable construction codes.

- (a) The Contractor warrants that it possesses Contractor's License No. [REDACTED] issued to it by the State of Colorado and said license expires on [REDACTED], 20[REDACTED].
- (b) The Contractor warrants that no license is required in the state in which the Project is located.

(Contractor shall cross out that subsection that does not apply)

6. Performance Bond.

- a. The Contractor warrants that it has or will obtain the financial resources necessary to ensure completion of the Project.
- b. The Contractor agrees to furnish a Performance and Payment Bond in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.

7. Taxes.

The unit prices for Construction Units in the Proposal include provisions for the payment of all monies which will be payable by the Contractor or HCE in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the Project as part of such Construction Units. The Contractor agrees to pay all such taxes, except taxes upon the sale, purchase or use of HCE Furnished Materials and it is understood that, as to HCE Furnished Materials, the values stated in the attached "List of HCE Furnished Materials" include taxes upon the sale, purchase or use of HCE Furnished Materials, if applicable. The Contractor will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to the HCE Furnished Materials.

8. Changes in Quantities.

Contractor understands and agrees that the quantities called for in the Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If HCE changes the quantity of any unit or units specified in the Proposal by more than twenty-five percent and the materials cost to the Contractor is increased thereby to an extent which would not be adequately compensated by application of the unit prices in the Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such twenty-five percent shall be regarded as a change in the construction within the meaning of Article II, Section 1(e) of this Agreement.

ARTICLE II – CONSTRUCTION

1. Time and Manner of Construction.

- a. The Contractor agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by HCE after the Effective Date of this Agreement and after notice in writing from the Contractor that the Contractor has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than thirty calendar days after the Effective Date of this Agreement. The Contractor further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within ninety calendar days after Commencement Date.
- b. The time for Completion of Construction set forth in the Contractor's Proposal shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials, and acts or omissions of HCE with respect to matters for which HCE is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to HCE, and provided further, that no delay in such time of completion or in the progress of the Work which results from any of the above causes except acts or omissions of HCE shall result in any liability on the part of HCE.
- c. The sequence of construction shall be determined by the Contractor, subject to the approval of HCE.

- d. The Contractor shall perform the Work in such a manner as to maximize preservation of beauty and conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways, or pastures.
- e. HCE may, from time to time, during the progress of the construction of the Project, make such changes, additions to, or subtractions from the Plans, Specifications, Construction Sheets, Special Drawings, and cable placement locations which are part of the Contractor's Proposal and in the sequence of construction provided for in the Section 1 of this Article as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to HCE within ten days after any such change is made. And provided, further, that if the cost of materials to the Contractor is increased by such change or addition, then HCE shall pay the Contractor for the reasonable cost thereof. Any claim for additional compensation for a change or addition will not be considered unless the Contractor shall have made a written request therefor and approved by HCE prior to the commencement of the Work in connection with such change or addition.
- f. Except as otherwise agreed to by HCE, all Work shall be performed without interruption to or interference with existing electric service.

2. Supervision and Inspection.

- a. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor will carefully study and compare all drawings, specifications and other instructions and will at once report to HCE any error, inconsistency, or omission which it may discover. The Contractor shall cause the construction work on the Project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at the Project during working hours when construction is being carried on. The Contractor shall also employ, in connection with the construction of the Project, capable, experienced, and reliable foremen and such skilled workers as may be required for the various classes of work to be performed. The Contractor shall be solely responsible for the means and methods of construction and for the supervision of the Contractor's employees.
- b. HCE may require the removal from the Project of any employee of the Contractor if in the judgment of HCE such removal shall be necessary to protect the interest of HCE. HCE shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the Work shall be unsatisfactory to HCE; but the failure of HCE to give such directions shall not relieve the Contractor of its obligations to complete the Work within the time and in the manner specified in this Agreement.
- c. If HCE shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor and the Contractor's surety or sureties to have an

inspection made by an engineer approved by HCE for the purpose of determining the exact nature, extent, and location of such defects.

- d. HCE may require that the Contractor suspend the Work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the Work or because of the failure of the Contractor to comply with any of the provisions of the Contract. Provided, however, that the Contractor shall not suspend the Work pursuant to this provision without prior written authority from HCE. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. If the Work is suspended by the Contractor with the consent of HCE, then the Contractor before resuming the Work shall give HCE at least twenty-four hours' notice thereof in writing.

3. Defective Workmanship and Materials.

- a. The acceptance of any workmanship, materials, or equipment by HCE shall not preclude the subsequent rejection thereof if such workmanship, materials, or equipment shall be found to be defective after delivery or installation, and any such workmanship, materials or equipment found defective before final acceptance of the construction shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. Any condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, materials, or equipment in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.
- b. Notwithstanding any certificate which may have been given by HCE, if any workmanship, material, or equipment which does not comply with the requirements of this Agreement shall be discovered within one year after completion of construction of the Project or Segment, the Contractor shall remedy any such defective workmanship or replace such defective materials or equipment within thirty days after notice in writing of the existence thereof shall have been given by HCE. In the event of failure by the Contractor to do so, HCE may remedy such defective workmanship or replace such defective materials or equipment, as the case may be, and in such event the Contractor shall pay to HCE the cost and expense thereof. Except as otherwise agreed to by HCE all such corrective work shall be performed by the Contractor without interruption to or interference with existing electric service.

4. Environmental Protection.

The Contractor shall perform the Work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws " shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, *et seq.*, the Federal Water Pollution Control Act, as

amended, 33 U.S.C. §§ 1251, *et seq.*, and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.*, now or at any time hereafter in effect.

5. Tools, Equipment, and Qualified Personnel.

The Contractor agrees that it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.

ARTICLE III – PAYMENTS AND RELEASE OF LIENS

1. Payments to Contractor.

- a. Within each calendar month, HCE shall make partial payment to the Contractor for construction accomplished during the preceding calendar month for each completed foot of construction invoiced by and certified to by the Contractor, recommended by the Engineer and approved by HCE solely for the purposes of payment. Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent of each such invoice approved during the construction of the Project shall be paid by HCE to the Contractor prior to completion of the Agreement. Upon completion by the Contractor of the construction of the Project, the Engineer will prepare a Final Inventory of the Project and, after checking such Inventory with the Contractor, will certify it to HCE, together with a certificate of the total cost of the construction performed. Upon the approval of such certificates, HCE shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid. Provided, however, that such final payment shall be made no later than ninety days after the completion of construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.
- b. The Contractor shall be paid per foot installed at the direction of HCE, as shown by the inventory based on the Construction Sheets and applicable construction change orders. Provided, however, that the total cost shall not exceed the maximum Agreement price for the construction of the Project as computed from the Proposal, unless such excess shall have been approved in writing by HCE. The Agreement price is _____ dollars (\$ _____). Contractor shall not be entitled to any claim for damages on account of any reasonable addition to or subtractions from the Project, or of any delay occasioned thereby, or of any changes in the routing of a Segment.
- c. Notwithstanding the provisions of Article III, 1(a), the Contractor may, by giving written notice thereof to HCE, elect to receive payment in full for any Segment of the Project upon:
 - i. Completion of construction of such Segment as certified by the Engineer and approved by HCE;
 - ii. Submission to HCE of the releases of lien and the certificate referred to in Article III, Section 2;
 - iii. Approval by HCE of the Final Inventory in respect to such Segment; and

- iv. Submission to HCE of the consent in writing by the surety or sureties on the Contractor's Bond to payment in full for such Segment prior to Completion of the Project.
 - d. Interest at the rate of six percent per annum shall be paid by HCE to the Contractor on all unpaid balances due on monthly invoices that have not been contested by HCE, commencing thirty 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 payments shall be fifteen days after submittal by the Contractor to HCE of its certification completed and approved by HCE.
 - e. No payment shall be due while the Contractor is in default in respect of any provisions of this Agreement, and HCE may withhold from the Contractor the amount of any claim by a third party against either the Contractor or HCE based upon an alleged failure of the Contractor to perform the Work hereunder in accordance with the provisions of this Agreement.
2. Release of Liens and Certificate of Contractor.
- a. Upon the completion by the Contractor of the construction of the Project (or any Segment thereof if the Contractor shall elect to receive payment in full for any Segment when completed as provided above) but prior to final payment to the Contractor, the Contractor shall deliver to HCE, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto, from all manufacturers, laborers, material suppliers, and subcontractors furnishing services or materials for the Project on such Segment.
3. Payments to Materialmen and Subcontractors.

The Contractor shall pay each material supplier and each subcontractor, if any, within five days after receipt of any payment from HCE, the amount thereof allowed the Contractor for and on account of materials furnished or construction performed by each material supplier or each subcontractor.

ARTICLE IV – PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

1. Protection to Persons and Property.

The Contractor shall always take all reasonable precautions for the safety of employees on the Work and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, environmental regulations, and building and construction codes, in addition to the safety rules and procedures of HCE.

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 within thirty-four inches of energized electric power lines, transformers, or other energized utility equipment ("Utility Space"). Qualified employees of the Contractor may work within the Utility Space, as designated by the Plans, Specifications or Construction Drawings, under the direct supervision of HCE. The Contractor

shall abide by the applicable provisions of Federal, State or Municipal laws or regulations and the National Electrical Safety Code (NESC).

- b. The Contractor shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.
- c. The Contractor shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Contractor shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.
- d. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- e. The Contractor shall do all things necessary or expedient to protect properly any and all parallel, converging and intersecting lines, joint line poles, highways, other utilities and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, other utilities or other property are damaged in the course of the construction 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.
- f. Where the right-of-way of the Project traverses cultivated or grazing land, the Contractor shall limit the movement of its crews and equipment to cause as little damage as possible to property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in respect of buried plant in the Plans, Specifications or Construction Drawings, the Contractor shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to property, whether on or off the right-of-way and for all loss of or damage to livestock caused by the construction of the Project. The right-of-way for purposes of this said Segment shall consist of an area extending ten feet on both sides of the center line of the poles along the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from Public roads to carry on construction activities.
- g. The Project, from the commencement of the Work to completion, or to such earlier date or dates when HCE may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.

- (i) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless HCE and HCE's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of HCE's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Agreement, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of HCE.
 - (ii) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless HCE and HCE's directors, officers, and employees from all liens and claims filed or asserted against HCE, its directors, officers, and employees, or HCE's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors, and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify HCE promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, HCE shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due to Contractor.
 - (iii) Contractor shall provide to HCE's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- h. Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the Work progresses.
- i. Upon violation by the Contractor of any of the provisions of this Section 1 of Article IV, after written notice of such violation given to the Contractor by the Engineer or HCE, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so HCE may correct such violation at the Contractor's expense. Provided, however, that HCE may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- j. The Contractor shall immediately notify HCE of any accidents, giving such data as may be prescribed by HCE.
- k. The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from HCE that proper authorization has been received from the owner of the Property, and the Contractor shall promptly notify HCE whenever any landowner 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 HCE before proceeding in any such case.

1. The Contractor will furnish, prior to the commencement of underground construction, proof satisfactory to HCE, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Contractor.

2. Insurance.

The Contractor shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:

- a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.
- b. Public liability insurance covering all operations under the Agreement shall have limits for bodily injury or death of not less than \$5 million each occurrence, limits for property damage of not less than \$5 million each occurrence, and \$5 million aggregate for accidents during the policy period. A single limit of \$5 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

HCE shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

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

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to HCE. The Contractor shall furnish HCE a copy of the policy, including the declarations pages, evidencing compliance with the foregoing requirements which shall provide not less than thirty-days prior written notice to HCE of any cancellation or material change in the insurance.

3. Delivery of Possession and Control to HCE.

- a. Upon written request of HCE, the Contractor shall deliver to HCE full possession and control of any portion of the Project, provided the Contractor shall have been paid at least ninety percent of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to HCE, the risk and obligations of the Contractor as set forth in Article IV, Section 1(g) hereof, with respect to such portion of the Project so delivered to HCE shall be terminated. Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3, hereof.
- b. Where the construction of a Segment shall have been completed and tested by the Contractor, HCE agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Segment upon the issuance by the Engineer of a written statement that the Segment has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Segment to HCE, the risk and obligations of the Contractor as set forth in Article IV, Section 1(g) hereof, with respect to such Segment so delivered to HCE shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3, hereof.

4. Pre-cutover Testing of the Project.

- a. Prior to the Completion of Construction of the Project, HCE, acting in accordance with plans of the Engineer, upon written notice to the Contractor, may perform operational tests of any portion or portions thereof. During the period of such tests, the portion or portions of the Project being so tested shall be considered as within the possession and control of HCE and governed by the Provisions of Section 2 of this Article. Upon written notice to the Contractor by HCE of the completion of such tests said portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless HCE shall elect to continue possession and control in the manner provided in Section 2 of this Article.
- b. HCE shall have the right to permanently place in service any portion or portions of the Project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.

5. Assignment of Guarantees.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to HCE upon completion of construction and at such time as the Contractor receives final payment.

6. Patent Infringement.

The Contractor shall save harmless and indemnify HCE from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

ARTICLE V – ENGINEERING AND CONSTRUCTION

1. Staking of the Project.

- a. The Engineer shall determine the locations and types of all unit assemblies to be installed. As a part of the release for construction, the Contractor shall receive from the Engineer a complete set of Construction Sheets in digital format including reference sketches.
- b. The Construction Sheets showing the proposed plant shall be jointly reviewed by the Contractor and the Engineer prior to construction. The Contractor shall at that time propose any changes or clarifications the Contractor feels desirable. These changes, if approved by the Engineer, will be made at that time and so recorded on the Construction Sheets.
- c. No changes in the construction proposed as set forth on the Construction Sheets shall be made by the Contractor without the prior approval of the Engineer.
- d. Due to the necessity of making on-the-spot corrections and changes on Construction Sheets, it will not be possible for the Engineer to issue revised Construction Sheets to the Contractor in all cases. When changes are made, dated, and initialed by the Engineer on any set of the Contractor's Construction Sheets, it shall be the Contractor's responsibility to transfer these changes to all other sets of Construction Sheets being used by the Contractor for construction purposes.

2. Construction Sheets and Maps.

The maps showing the start and end locations and the general routes and locations of all lines in the Project are listed separately hereinafter and are part of the Plans and Specifications. No deviations from these maps, except for minor rerouting and minor changes dictated by field conditions and authorized by the Engineer, shall be made. The Construction Sheets showing types and details of construction to be used for various conditions along the lines are also listed separately hereinafter and are a part of these specifications.

3. Outside Plant Inventory.

The Contractor shall provide a competent representative to work with the Engineer on ongoing and final inventory and inspection of outside plant units. The wire and cable shall be inventoried immediately after the placement operation.

ARTICLE VI – INSPECTION

1. General.

Except for the items mentioned in paragraph b, the inspections and acceptance tests specified herein shall be made after the physical completion of the various types of outside plant facilities in each Segment and shall not replace the normal supervision, inspection, and tests to be made by the Contractor and the Engineer during the progress of the Work. Unless otherwise indicated, all inspection and acceptance tests specified herein shall be performed jointly by the Contractor and the Engineer under the direct supervision of the Engineer.

2. Inspections.

- a. The Contractor and the Engineer shall jointly inspect splice closures, buried plant housings, service entrances, and other housings applicable to the plant facilities constructed pursuant to this Agreement. Except where otherwise stated these inspections shall be on a random sampling basis. A written report giving the date, location of plant inspected, and tabulated results of the inspections, signed by the Engineer and Contractor shall be presented to HCE after the inspections are completed.
- b. Where aerial fiber optic cable is installed, a joint inspection shall be made of the sample fibers selected at random throughout the Segment by the Engineer. This inspection shall be made to ensure that:
 - i. All optical fibers are terminated properly.
 - ii. When present, armors of aerial cables and suspension strands are properly bonded and grounded and that the bonding harnesses have been properly installed.
 - iii. The minimum bending radius of the buffer tubes is not exceeded.
 - iv. Good workmanship in the closure installations has been performed.
- c. Where buried fiber optic cable is installed, a joint inspection shall be made of the sample housings and splice closures selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:
 - i. All optical fibers are terminated properly.
 - ii. Where applicable, armors properly bonded and grounded and that the bonding harnesses have been properly installed.
 - iii. The minimum bending radius of the buffer tubes is not exceeded.
 - iv. Cable directional markings are as shown in the Construction Sheets
 - v. Warning, cable route, and buried splice signs, and housing letters and numbers are properly installed.
 - vi. All buried splice closures have been installed properly. These inspections may be performed during and immediately after installation.
 - vii. Good workmanship in the closure installation has been performed.

3. Acceptance Tests and Measurements.

All acceptance tests and measurements to be performed on the various portions of the outside plant construction pursuant to this Agreement, and the party(s) who will participate in conducting the acceptance tests and measurements, shall be documented in a mutually agreeable format. The acceptance tests and measurements shall be signed by the Engineer and the Contractor and furnished to HCE.

ARTICLE VII – REMEDIES

1. Completion of Contractor's Default

If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Contract, HCE, without in any manner limiting its legal and equitable remedies

in the circumstances, may serve upon the Contractor and the surety or sureties upon the Contractor's Bond or Bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof, satisfactory to HCE, shall be made by the Contractor or its surety or sureties, HCE may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its surety or sureties shall be liable to HCE for any cost or expense in excess of the contract price occasioned thereby. In such event HCE may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. HCE in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto HCE all rights, claims, and demands.

2. Liquidated Damages.

The time of completion of the construction of the Project is of the essence of this Agreement. Should the Contractor neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then in that event and in view of the difficulty of estimating the exactness damages caused by such delay, HCE shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Contractor the sum of five-hundred dollars per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from HCE to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to HCE the amount necessary to effect such payment in full. Provided, however, that HCE shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

3. Cumulative Remedies.

Every right or remedy herein conferred upon or reserved to HCE shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

4. Dispute Resolution.

In the event of a dispute, the Parties, through a senior executive of each Party, shall attempt to amicably resolve the dispute. If the dispute is not amicably resolved within ninety days, then the matter shall be resolved by arbitration using a single arbitrator under the auspices of Judicial Arbiters Group, Denver, Colorado ("JAG"), and in accordance with its Commercial Arbitration Rules. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. The arbitrator shall not have the power to award punitive, special, or incidental damages. Issues of arbitrability shall be determined in accordance with the laws of the State of Colorado relating to arbitration and all other aspects shall be interpreted in accordance with the laws of the State of Colorado. Each Party shall pay its own attorney fees associated with the arbitration and other costs and expenses of the arbitration shall be paid as provided by the

rules of the JAG. If court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other Party. If any portion of this provision is held to be unenforceable, it shall be severed and shall not affect the duty to arbitrate. Except as permitted in this Section, neither Party may bring a case in court. If either Party disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that Party will pay the other Party's costs and expenses, including attorney fees, incurred after the notice in defending the court case.

ARTICLE VIII – MISCELLANEOUS

1. Definitions.

2.

Defined terms are capitalized and are used throughout the Agreement.

3. Compliance with Laws.

The Contractor shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the Agreement and the construction of the Project.

4. Nonassignment of Contract.

The Contractor shall perform directly and without subcontracting not less than twenty-five percent of the construction of the Project, to be calculated on the basis of the total Contract price. The Contractor shall not assign the Agreement or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations hereunder or any part thereof without the prior written approval of HCE and of the Surety or Sureties, if any, on any bond furnished by the Contractor for the faithful performance of the Contractor's obligations hereunder. If the Contractor, with the consent of HCE and any Surety or Sureties on the Contractor's Bond or Bonds, enters into a subcontract with any subcontractor for the performance of any part of this Contract, then the Contractor shall be as fully responsible to HCE for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

5. Franchises and Rights-of-Way.

The Contractor shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits, or approvals required to be obtained by HCE from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between HCE and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the Project.

6. Successors and Assigns.

Each and all the covenants and agreements herein contained shall extend to and be binding upon the successors and permitted assigns of the Parties hereto.

7. Independent Contractor.

The Contractor shall perform the Work as an independent contractor, not as a subcontractor, agent, or employee of HCE.

8. Use of HCE's Name or Marks.

The Contractor shall submit to HCE all advertising, sales promotion, press release and other publicity matters relating to the services performed by the Contractor wherein HCE's name or marks are mentioned or language from which the connection to said names or marks may be inferred or implied. The Contractor further agrees not to publish or use advertising, sales promotion, press releases and publicity matters without HCE's prior written approval.

9. Notices.

Any demand, notice or other communication given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by certified mail, and by electronic notification to the Party at the address of such Party listed below, or to such other address as any Party may designate by notice given to the other Party. Any communication given by personal delivery is deemed to have been given and received on the day of actual delivery; if given by certified mail, on the third business day following deposit in the mail; and, if given by electronic notification on the day of transmittal. Either Party may change its address, phone, or email address by written notice to the other Party as set forth herein.

HOLY CROSS ENERGY	CONTRACTOR
	[insert full entity name]
Name:	Name:
Title:	Title:
Delivery Address:	Delivery Address:
Mailing Address:	Mailing Address:
Glenwood Springs,	
Telephone:	Telephone:
Email:	Email:


10. Governing Law.


This Agreement is entered into in the state of Colorado, it will be performed within such state, and all issues arising hereunder shall be governed in all respects by the laws of such state. Garfield County, Colorado will be the venue for all court actions.

Acknowledged and agreed by the authorized representatives of the parties.

Holy Cross Energy

Contractor

 _____
Authorized Signature

 _____
Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX D1 PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That the Contractor, the _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto Holy Cross Electric Association, INC., d/b/a Holy Cross Energy, as Obligee, in the sum of _____ Dollars (\$_____), for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written agreement dated _____, for the construction of the fiber-optic line between Glenwood Springs and Aspen, Colorado (hereinafter "Contract"), which is by reference made a part hereof.

NOW THEREFORE, if the said Principal shall at all times duly and faithfully discharge its, his or their duties under the contract, and shall duly and faithfully perform all the obligations thereunder, and shall and will indemnify and save harmless Obligee, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the said Obligee or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the Principal or anyone acting for him as sub-contractor or otherwise in the performance of this contract, or by reason of any failure on the part of the Principal, his agents, servants or employees, his sub-contractor or subcontractors, or any of them, in the performance of said contract or any portion thereof, these presents shall become void, otherwise to remain in full force and effect.

Obligee shall be under no obligation, except as expressly provided by statute, to withhold any sums due the Principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the Principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the Obligee.

No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

It is expressly understood and agreed that any extension(s) of time for the performance of the Contract shall not in any way release the Principal and the Surety, or

either of them, from their liability hereunder, notice to the Surety of any such extension being hereby waived.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this _____ day of _____, _____.

PRINCIPAL

ATTEST:

_____ [insert name of Principal]

Witness

By _____

Title: _____

Title _____

[Corporate Seal]

SURETY

_____ [insert name of Surety]

By _____

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY DATED FOR THE ISSUANCE HEREOF. *(This performance bond is issued simultaneously with a labor and material payment bond conditioned upon the payment of project suppliers.)*

APPENDIX D2
LABOR AND MATERIAL PAYMENT BOND FORM

KNOW ALL BY THESE PRESENTS:

THAT WHEREAS, HOLY CROSS ELECTRIC ASSOCIATION, INC., d/b/a HOLY CROSS ENERGY ("HCE") has awarded and entered into an Agreement ("Agreement") with [REDACTED] ("Principal") for a project known as [REDACTED] ("Project") to construct the Project;

AND WHEREAS, it is one of the conditions of the Agreement that this Labor and Material Payment Bond be executed;

NOW THEREFORE, We the undersigned Principal, [REDACTED] ("Surety") [identify Co-sureties if applicable] are firmly bound and held unto the Obligee, in the penal sum of [REDACTED] Dollars, good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

NOW THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. If the Principal shall comply with all requirements of the law and pay all just claims for labor performed and materials and supplies furnished upon or for the Work under the Agreement (as the term "Work" is defined in the Agreement), whether said labor be performed and said materials and supplies be furnished under the original Agreement, any contract or subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall retain in full force and effect.

2. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Agreement, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Agreement, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover under this Bond, shall in any way affect the Surety's (or Co-Sureties') obligations on this Bond, and the Surety (or Co-Sureties) hereby waive notice of such changes, extensions of time, alterations, additions, omissions or other modifications.

3. *[For use with co-sureties]* Co-Sureties agree to empower a single designated representative with authority to act on behalf of all Co-Sureties with respect to this Bond so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All claims upon this Bond and all correspondence from the Obligee or claimants to the Co-Sureties shall be sent to such designated representative.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this [REDACTED] day of [REDACTED], [REDACTED].

PRINCIPAL

ATTEST:

_____ [insert name of Principal]

Witness

Title: _____

By _____

Title _____

[Corporate Seal]

SURETY

_____ [insert name of Surety]

By _____

Attorney-in-fact

APPENDIX D3

LIEN WAIVER

Date: _____

FOR A VALUABLE CONSIDERATION, the undersigned waives all right to claim a mechanic's lien for labor, services, machinery, tools, equipment, laborers or materials furnished to _____, prior to _____, 2021, for the improvements owned by Holy Cross Electric Association, Inc. d/b/a Holy Cross Energy.

The undersigned state that all debts, owned to any third party, related to the goods or services covered by this lien waiver have been paid or will be timely paid.

This release valid on condition that check No. _____ drawn by _____, on the _____ Bank, for \$ _____, and dated _____, is paid when presented.

By: _____

APPENDIX D4
RELEASE OF MECHANICS' LIEN

_____, the undersigned Lien Claimant, filed a Statement of Mechanics' Lien on the _____ day of _____, 20____, which was recorded in (Book _____, Page _____) (Film No. _____), (Reception No. _____) of the records in the office of the County Clerk and Recorder of the _____ * County of _____, State of Colorado, for the purpose of claiming a lien upon the property described in said Statement of Mechanics' Lien.

The current record owner of the property described in said statement of mechanics' lien is:

Note to Clerk and Recorder: Index this document with the person named on the first line above as the Grantor index and with the person named as the current record owner of the property, as set forth in the immediately preceding paragraph, as the Grantee.

The undersigned claimant wishes such Statement of Mechanics' Lien to be released from such property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases such Statement of Mechanics' Lien, and forever discharges the following described property from said lien:

Legal Description

Address

Dated: _____, 20____.

By: _____

STATE OF _____

_____ * County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

*Insert "City and" when applicable.

APPENDIX D5
NOTICE OF AWARD

Date : _____, 2021

TO: _____

Holy Cross Energy ("HCE"), having duly considered the Proposal submitted on _____, 2021, for the Work covered by the Contract Documents titled Fiber Network Construction in the amount of _____ (\$_____), and it appearing that the price and other information in your Proposal is fair, equitable and to the best interest of HCE, the offer in your proposal is hereby accepted.

In accordance with the terms of the Construction Agreement, you are required to execute within ten consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Construction Agreement.

You are required to return an acknowledged copy of this Notice of Award to HCE.

Holy Cross Energy

By: _____

Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2021.

CONTRACTOR

By: _____

Title: _____

APPENDIX D5
NOTICE OF AWARD

Date : _____, 2021

TO: _____

You are hereby authorized to proceed on _____, 2021, with the Work as set forth in the Construction Agreement.

You are to notify Holy Cross Energy and the Engineer seventy-two (72) hours before starting work.

Holy Cross Energy

By: _____

Bob Farmer

Title: Vice President, Information Technology

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice of Proceed is hereby acknowledged this _____ day of _____, 2021.

CONTRACTOR

By: _____

Title: _____

APPENDIX D7
CHANGE ORDER

Project: _____

Date of Issuance: _____

Change Order No.: _____

Contractor: _____

You are directed to make the following changes in the Agreement:

Description: _____

Purpose of Change Order: _____

Attachments (List Documents Supporting Change): _____

Contract Price Prior to this Change Order:	Net Increase/Decrease of this Change Order:	Net Change of this Change Order:

Contract Time Prior to this Change Order:	Net Increase/Decrease of this Change Order:	Net Change of this Change Order:
(days or date)	(days)	(days)

RECOMMENDED:

By: _____

APPROVED:

By: _____

APPROVED:

By: _____