

## CONSTRUCTION UNITS--LINE CHANGES

The general heading of Line Changes applies to the changing of existing lines or portions thereof from their existing phasing, wire size, and type to new phasing, wire size, and type and the removal of existing lines or portions thereof and replacing with new lines in close proximity thereto. In general line changes involve three types of assembly units as follows:

Section H--Conversion assembly units;

Section I--Removal assembly units;

Section N--New construction assembly units on existing lines or in replacing lines.

The assembly units that are included in Sections H, I, and N are defined by symbols and descriptions which follow together with the applicable descriptions included under New Construction. Where the descriptions are not correct or sufficiently explicit, or when special units are not covered by Construction Drawings, descriptions have been provided by the Owner in the respective sections.

Work included in these sections shall be performed under a schedule of deenergization and operating procedures as set forth by the Owner at the time of release of any Section involving work on existing lines. The Contractor will so plan and perform its work that it will be possible to safely reenergize all lines involved at the expiration of the time limits set up in the schedule to resume service to all consumers being served prior to deenergization. Prior to commencement of work each day on lines to be deenergized, and upon completion of work each day on such lines, the Contractor will notify the Owner thereof in writing or in such other manner as the circumstances permit.

### Section H--CONVERSION ASSEMBLY UNITS

Conversion assembly units are pole-top assemblies and cover the furnishing of all labor for changing an existing assembly unit to a new assembly unit, utilizing certain items of materials of the existing assembly unit on poles to be left in place. Any materials removed from the existing assembly units which are not required in the construction of the conversion assembly unit are to be reused by the Contractor in the construction of other assembly units, or returned to Owner's warehouse, as directed by the Owner.

Conversion assembly units are specified by the prefix H with the new construction assembly unit designation shown first and the existing assembly unit designation shown last. For example, an H B1-A1 signifies the conversion of an existing A1 assembly unit to a B1 assembly unit (as was defined in the description of construction assembly units). In this instance the Contractor utilizes the existing pin-type insulator, single upset bolt and neutral spool and installs the additional crossarm, crossarm pins, braces, machine bolt, carriage bolts, lag screw, and insulator supplied by the Owner required for the new unit. The Contractor transports the pole-top pin and two machine bolts to the warehouse or uses them on the Project as directed by the Owner.

The Conversion assembly units also include the furnishing of all labor in the transferring, re-sagging and retying of conductors from one position on the pole to a different position on the pole where such transfers are required. Where replacement of conductor is required, the existing conductor will be removed under Section I and the new conductor installed under Section N.

Where replacement of a pole is required, the existing pole and pole-top assembly will be removed under Section I and the new pole and pole-top assembly will be installed according to Section N and no H units will be involved.

Conversion assemblies are listed in three subsections for converting pole-top assemblies from single to V phase, single to three phase, and V to three phase. The following descriptions apply to only those conversion units not sufficiently explicit:

Unit	Description



## Section I--REMOVAL ASSEMBLY UNITS

Removal assembly units cover the furnishing of all labor for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the Owner in an orderly manner or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as directed by the Owner.

The unit removal prices shall include all labor required to reinstall in accordance with specifications any conductors temporarily detached. The Contractor will reinstall at his own expense any other units removed by him for his own convenience.

The removal units are specified by the prefix I and followed by the assembly unit designation of existing assembly unit to be removed. For example, an I-A1 signifies the removal of an A1 assembly unit. The following special notes apply to specific removal units:

a. Poles. All poles of the same height, regardless of pole class, are designated by the same unit. Thus an I-30-foot pole signifies the removal of a 30-foot pole of any class. The Contractor is not required under this unit to remove from the pole any ground wire or pole numbering attached to the pole. This unit includes the refilling and tamping of holes in a workmanlike manner unless they are to be reused.

b. Pole-top Assemblies. The unit of removal of pole-top assemblies includes, in addition to the removal of the assembly itself, any necessary handling, resagging, and retying of conductors in those cases where an existing pole-top assembly will be removed and replaced by a new pole-top assembly and where any existing conductor is to be reused.

The unit of removal of pole-top assemblies also includes any holding or handling of mainline or tap conductors at tap lines, angles, and deadends where such is involved, and the reinstalling of such conductor in accordance with the Specifications; for example, an I-A5-4 will include the disconnection of the tap conductors, snubbing off the tap line at the nearest practical point and the reconnection and resagging of these tap conductors if necessary to the new tap assembly when installed. The new unit of construction, however, will be specified separately in Section N.

c. Conductor. The conductor removal unit covers the removal of 1,000 feet of conductor or cable and reeling or coiling it in a workmanlike manner in such a way that it can be reused by the Contractor or the Owner. The Owner will furnish to the Contractor reels if it is to be returned to the Owner's warehouse on reels. The removal unit for each size of conductor or cable is shown by the prefix I followed by D and the conductor or cable type; thus an I-D 6ACWC signifies the removal unit for 1,000 feet of 6 A Copperweld-copper conductor.

d. Guys. All guys regardless of length, type of attachment, or size of guy strand are specified by the same unit; thus an I-E signifies the removal of any guy.

e. Anchors. Only anchor rods are to be removed by the Contractor in anchor removal units. The anchors will be left in the ground; thus an I-F signifies the removal of any anchor rod. If the rod cannot be unscrewed, the end of the rod shall either be cut off or bent down so that the rod will be at least 18 inches below ground.

f. Transformers. The unit for removal of transformer assembly units is divided into two sections, (1) Conventional Transformer Assembly, and (2) Self-protected Transformer Assembly. Only one unit is specified for each type, and all sizes of transformers from 1 to 15 kVA within each group will be covered by the same unit. "Self-protected" refers to transformers where all protective equipment is mounted on or within the transformer. "Conventional" refers to transformers where protective equipment is mounted separately from the transformer. The unit is designated by the prefix I followed by the description of the unit to be removed; thus, I-G Conventional signifies the removal of a conventional transformer assembly for any size transformer from 1 to 15 kVA.

g. Secondary Units. The unit for removal of secondary assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, resagging, and retying of secondary conductor or cables where existing secondary conductor or cable is to be reused.

In addition, the unit for removal of the secondary assembly includes the handling or holding of any conductor at tap lines where such is involved, and the reinstalling of such tap conductor in accordance with the Specifications.

DISTRIBUTION CONSTRUCTION UNITS--LINE CHANGES (Continued)

h. Service Unit. The unit for removal of service assemblies includes, in addition to the removal of the assembly itself, all necessary handling such as untying, resagging, and retying of service conductor or cable where existing service conductor or cable is to be reused.

The following descriptions apply only to those removal units not sufficiently explicit:

Unit	Description



Section N--NEW ASSEMBLY UNITS

The purpose of this section is to list complete new units of construction where such units are to be added to existing lines or installed in replacing lines.

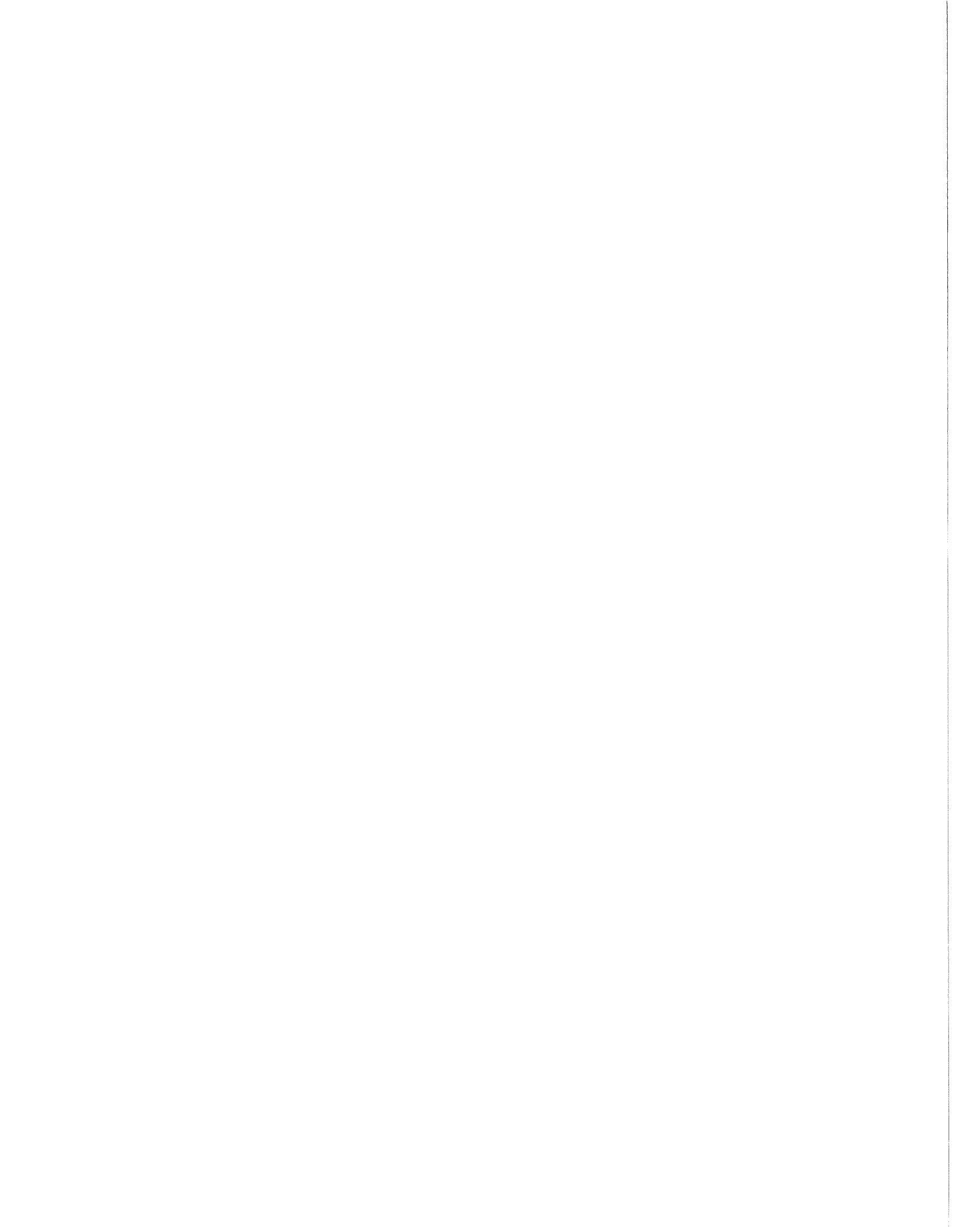
The units as covered by this section are the same as the units described in Construction Units--New Construction, except that these units are prefixed by the letter N.

For example, an N40-6 unit covers the furnishing of all labor for the installation of a 40-6 pole either in an existing distribution line being operated by the Owner or in a new line being constructed to replace an existing distribution line being operated by the Owner.

The following descriptions apply only to those new units not sufficiently explicit:

Unit	Description







ACCEPTANCE

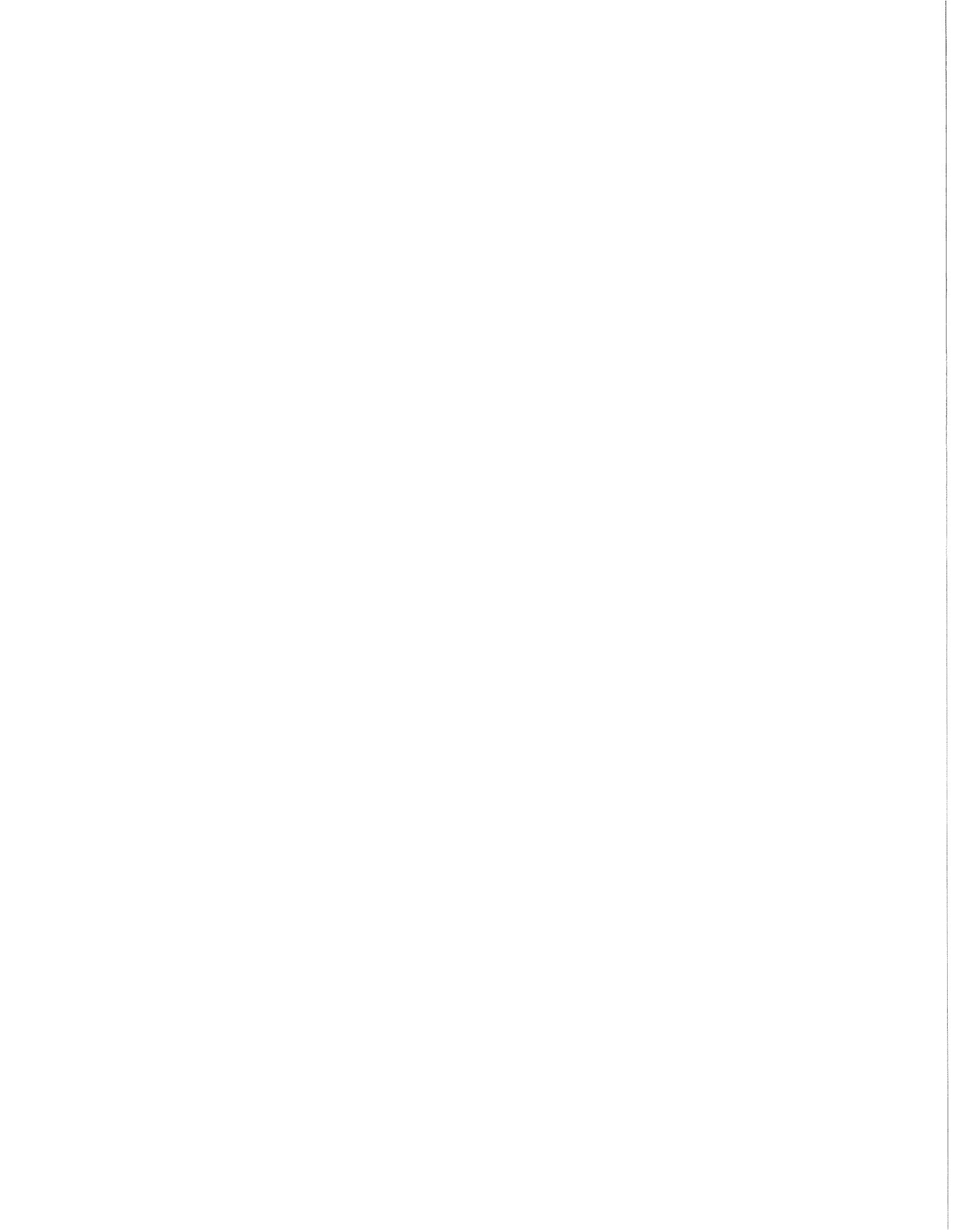
The undersigned hereby accepts the foregoing Proposal of Five C Construction Co.  
\_\_\_\_\_, Dated November, 2000 to construct the rural electric  
Project \_\_\_\_\_ 19 \_\_\_\_\_ Line Extensions.

Cumberland Valley Electric, Inc  
(Owner)

By Ray Baird  
(President)

Delno Tolson  
Secretary  
Vice President

12-31-2000  
Date of Contract



CONTRACTOR'S BOND

1. Know all men that we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
as Surety, are held and firmly bound unto \_\_\_\_\_  
(hereinafter called the "Owner") and unto the United States of America (hereinafter called the "Gov-  
ernment") and unto all persons, firms, and corporations who or which may furnish or perform labor  
on a Rural Electrification Project known as Project \_\_\_\_\_

\_\_\_\_\_ and to their successors and assigns, in the penal sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_), as hereinafter set forth and for the payment of which sum well and  
truly to be made we bind ourselves, our executors, administrators, successors, and assigns jointly  
and severally by these presents. Said Project is described in a certain construction contract (herein-  
after called the "Construction Contract") between the Owner and the Principal, dated \_\_\_\_\_,  
19\_\_\_\_\_, pursuant and subject to a certain loan contract (hereinafter called the "Loan Contract")  
between the Owner and the Government, acting through the Administrator of the Rural Electrification  
Administration (hereinafter called the "Administrator").

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill  
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract and  
any amendments thereto, whether such amendments are for additions, decreases, or changes in  
materials, their quantity, kind, labor costs, mileage, routing, or any other purpose whatsoever, and  
whether such amendments are made with or without notice to the Surety, and shall fully indemnify  
and save harmless the Owner and the Government from all costs and damages which they, or either  
of them, shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay  
the Owner and the Government for all outlay and expense which they, or either of them shall incur in  
making good any such failure of performance on the part of the Principal, and shall promptly make  
payment to all persons working on or supplying labor for use in the construction of the Project  
contemplated in the Construction Contract and any amendments thereto, and shall well and truly  
reimburse the Owner and the Government, as their respective interests may appear, for any excess  
in cost of construction of said Project over the cost of such construction as provided in the Construc-  
tion Contract and any amendments thereto, occasioned by any default of the Principal under the Con-  
struction Contract and any amendments thereto, then this obligation shall be null and void, but other-  
wise shall remain in full force and effect.

3. It is expressly agreed that this bond shall be deemed amended automatically and immediately,  
without formal and separate amendment thereto, upon any amendment to the Construction, so as to  
bind the Principal and the Surety to the full and faithful performance of the Construction Contract as  
so amended, provided only that the total amount of all increases in the cost of construction shall  
not exceed twenty (20) percent of the amount of the maximum price set forth in the Construction  
Contract. The term "Amendment," wherever used in this bond, and whether referring to this bond,  
the Construction Contract, or the Loan Contract, shall include any alteration, addition, extension,  
modification, amendment, rescission, waiver, release, or annulment, of any character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise be-  
tween the Principal and the Owner in the terms, provisions, covenants, and conditions of the Con-  
struction Contract, or in the terms, provisions, covenants, and conditions of the Loan Contract  
(including, without limitation, the granting by the Administrator to the Owner of any extension of  
time for the performance of the obligations of the Owner under the Loan Contract or the granting by  
the Administrator or the Owner to the Principal of any extension of time for the performance of the  
obligations of the Principal under the Construction Contract, or the failure or refusal of the Ad-  
ministrator or the Owner to take any action, proceeding, or step to enforce any remedy or exercise  
any right under either the Construction Contract or the Loan Contract, or the taking of any action,  
proceeding, or step by the Administrator or the Owner, acting in good faith upon the belief that the  
same is permitted by the provisions of the Construction Contract or the Loan Contract) shall not in  
any way release the Principal and the Surety, or either of them, or their respective executors, ad-  
ministrators, successors, or assigns, from liability thereunder. The Surety hereby acknowledges  
receipt of notice of any amendment, indulgence, or forbearance, made, granted, or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Surety) (SEAL)

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

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

By \_\_\_\_\_  
(Resident Agent of Surety)

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

Power of Attorney: The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdictions so requiring should be countersigned by a duly authorized resident agent of the Surety.

**CERTIFICATE OF CONTRACTOR  
AND INDEMNITY AGREEMENT**  
*(Line Extensions)*

\_\_\_\_\_, certifies that he is the

\_\_\_\_\_, of \_\_\_\_\_  
TITLE OR DESIGNATION

\_\_\_\_\_, the Contractor, in a contract dated

\_\_\_\_\_, 19\_\_\_\_ entered into between the Contractor and \_\_\_\_\_

\_\_\_\_\_, the Owner, for the construction of a rural electric

Project (hereinafter referred to as Project), which bears the Project Designation \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_ *Line Extensions*, and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

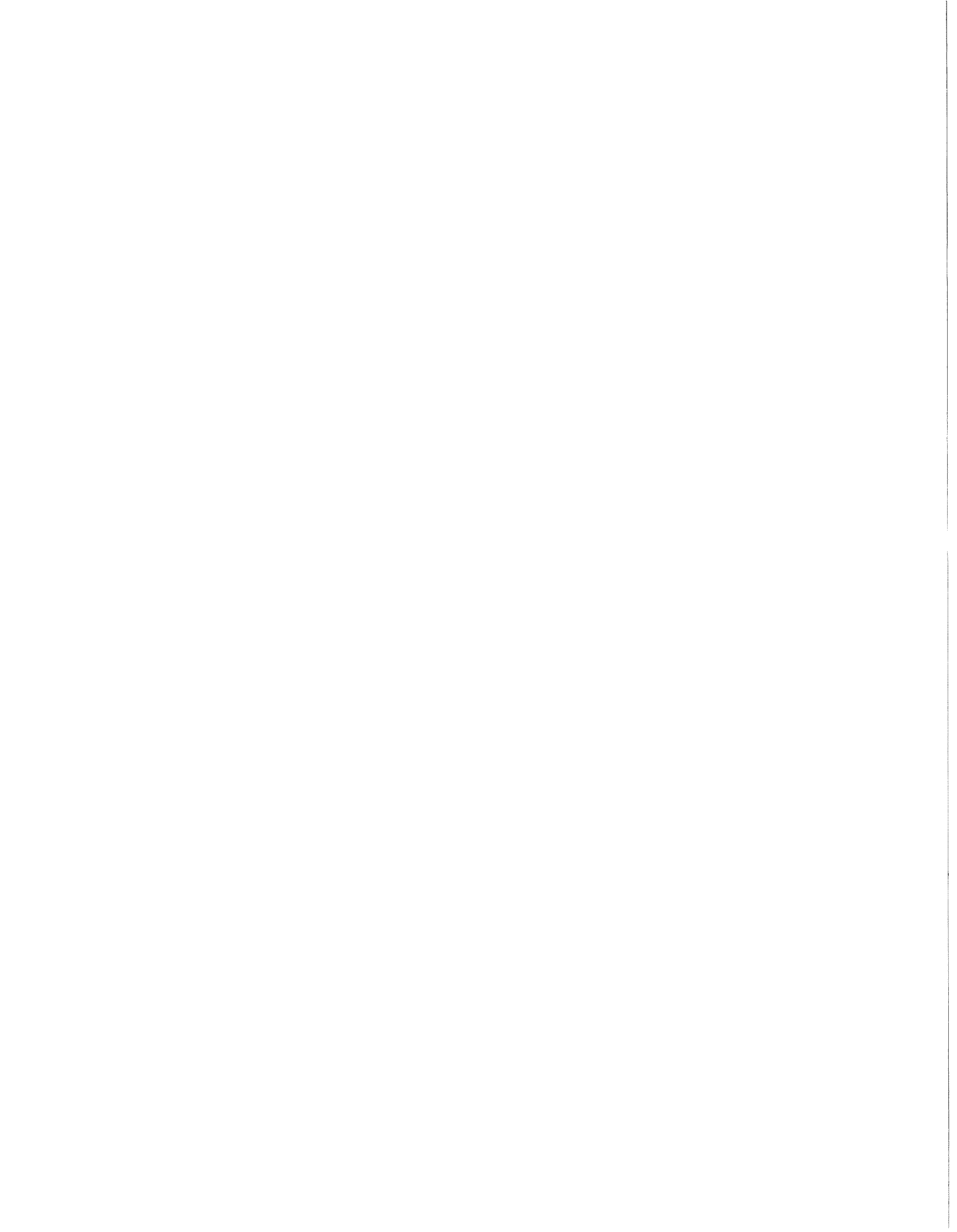
Undersigned further says that all persons who have furnished labor in connection with the Section of the Project represented by the Final Inventory dated \_\_\_\_\_, in the amount of

\$ \_\_\_\_\_, have been paid in full, that all manufacturers, materialmen and subcontractors which furnished any materials or services, or both, for the said Section of the Project have been paid in full; that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

Undersigned further says that if the Owner pays the Contractor the contract price for the said Section of the Project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the negligence or other fault of the Contractor in respect of the performance of the contract which may have been or may be filed against the Owner.

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\*President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, Power of Attorney signed by one of the foregoing should be attached. Indicate applicable designation.



SUPPLEMENTAL CONTRACT  
FOR  
ADDITIONAL PROJECT

\_\_\_\_\_  
DATE

TO:

\_\_\_\_\_  
CONTRACTOR

Pursuant to Article 1, Section 2 of the Contractor's Proposal dated \_\_\_\_\_, for the rural electric Project \_\_\_\_\_, we request that you construct Additional Project No. \_\_\_\_\_, consisting of approximately the following system improvement and line extension work: \_\_\_\_\_

The Additional Project is to be constructed in accordance with all of the provisions of the Contractor's Proposal, except:

1. The time for completion of the Additional Project shall be \_\_\_\_\_.
2. The prices for Construction Units for the Additional Project are as shown in Appendix A attached hereto.

Please indicate your acceptance of the foregoing by signing below, return two signed copies and retain one copy.

Sincerely,

Enclosures

\_\_\_\_\_  
OWNER

By \_\_\_\_\_

PRESIDENT, VICE PRESIDENT \*

ACCEPTANCE:

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

PRESIDENT, VICE PRESIDENT, PARTNER\*

\_\_\_\_\_  
DATE

\*Strike out inapplicable designation

