TASK ORDER No. 5

CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Enercon Services, Inc.,** a Florida CORPORATION ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated September 15, 2026 and services are generally described as: Automated Fault Isolation and Service Restoration System (Reclosers) design (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with Energy Management & Engineering Services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 835 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $3,005,000.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Braden Olsen, P. E., phone 772-631-7705; email: bolsen@enercon.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: dmartyniuk@lakeworthbeachfl.gov.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Department of Energy Grid Resilience and Innovation Partnerships grant (GRIP)

Any professional services performed under this Task Order may be funded, in whole or in part, by a federal grant from the U.S. Department of Energy's Grid Resilience and Innovation Partnerships Grant. Accordingly, all the services performed under this Task Order must comply with all applicable federal laws, regulations, executive orders, policies, procedures, directives, special clauses, and additional contract provisions set forth in the Department of Energy Grid Resilience and Innovation Partnerships Grant, which is incorporated into this Task Order as Exhibit 2.

8.0 Compliance with section 787.06, Florida Statutes.

By signing this Task Order before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

9.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated April 12, 2023 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 5 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **ENERCON SERVICES, INC.**

By: DANIEL E. SCHERLE

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this 2nd day of October 2026, by Daniel E. SCHERLE, as the DIRECTOR [title] of **ENERCON SERVICES, INC** A corporation authorized to do business in the State of Florida, who is □ personally known to me or ☑ who has produced FL Driver's License as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **ENERCON SERVICES, INC** to the same.

Jacqueline Cruz
Notary Public Signature

Notary Seal: JACQUELINE CRUZ
Commission # HH 336137
Expires November 29, 2026

Exhibit "I"

(Consultant Proposal-55 Pages)

ENERCON



Automated Fault Isolation and Service Restoration System



ENERCON

September 15, 2026
Proposal #: PD-LWB-26-002 Rev.3

Sergo Sagareli, P.E.
Substation Engineer
City of Lake Worth Beach
1900 2nd Ave N., Lake Worth Beach, FL 33461

Subject: Automated Fault Isolation and Service Restoration System

Mr. Sagareli,

Enercon Services, Inc. (ENERCON) appreciates the opportunity to submit this proposal to the City of Lake Worth Beach (CLWB) for engineering services supporting the Automated Fault Isolation and Service Restoration (FLISR) System project.

ENERCON brings a highly experienced team with deep expertise in **distribution automation, protection coordination, FLISR system design, and smart grid implementation**. Our team has successfully delivered similar reliability-focused projects for utilities across the country by integrating engineering design, system modeling, and advanced automation technologies.

ENERCON is uniquely qualified to support CLWB because:

- Proven experience implementing **distribution automation and FLISR solutions** that improve reliability and reduce outage duration
- Extensive capabilities in **load flow modeling (WindMil), fault analysis, and protection coordination**, ensuring optimized system performance
- Experience designing and deploying **reclosers, sectionalizing devices, and load flow sensors** to enable automated switching and system resiliency
- Expertise in **IEC 61850 communication protocols and GOOSE messaging**, enabling high-speed, peer-to-peer system coordination
- Ability to deliver both **centralized and decentralized FLISR architectures**, providing redundancy and long-term flexibility
- Strong track record supporting municipal and investor-owned utilities with **grid modernization and reliability improvement initiatives**

As outlined in this proposal, ENERCON will provide **the engineering, testing, commissioning, and support services** for the installation of reclosers and associated automation devices at approximately 60 new strategic locations across CLWB's distribution system. This work will establish a foundational smart grid framework by improving visibility, enabling real-time decision-making, and supporting autonomous system restoration.

Our phased approach ensures successful execution from **engineering and design through implementation, testing, and commissioning**, while minimizing risk and maintaining alignment with CLWB's operational goals.

ENERCON's experience supporting utilities on similar reliability and automation projects—including **Georgia Power, DTE Energy, and Erwin Utilities Authority**—provides us with a comprehensive understanding of the technical, operational, and practical challenges associated with FLISR deployment.

Unique to ENERCON, our Distribution, Transmission, and Substation teams are led by professionals with extensive utility backgrounds. This experience allows us to approach projects with an **owner-operator mindset**, ensuring designs are practical, maintainable, and optimized for long-term performance and lifecycle cost.

This proposal is fully responsive to the RFP and our proposed technical scope for the requested work is detailed in the following pages. Please contact me at any time if there are questions or comments on this proposal. I may be reached on my cell at 813-310-7653 or by email at kangiulli@enercon.com. An alternate contact is Aaron Broome, Senior Manager, Distribution Engineering, by email at abroome@enercon.com, or by cell at 770-545-5235.

Thank you for your consideration.
Sincerely,

Kristina Angiulli
Senior Manager, Business Development
Enercon Services, Inc.

cc: Braden Olsen, P.E.
Aaron Broome, P.E.
Daniel Scherle, P.E.

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Project Approach, Scope & Deliverables

ENERCON shall provide a complete engineering, testing, commissioning, and support solution for the installation of reclosers and associated sectionalizing devices with load flow sensors at approximately 60 new strategic locations. ENERCON shall also develop specifications and choose equipment based on design needs for either the City or contractor purchase. ENERCON will not be purchasing equipment on behalf of the city under this proposal. This work supports the overall project goal of establishing a “smart grid” by improving distribution reliability, limiting outage effects, enhancing grid visibility and condition, enabling better decision-making based on real-time system data, and implementing a Fault Location, Isolation, and Service Restoration (FLISR) system. The installation will enable autonomous rebalancing of the electrical system and lay the foundation for automated fault detection, isolation, and service restoration to significantly reduce outage duration and impact.

These services requested are broken down into the following phases and encompass all items requested in the scope of work provided by CLWB. The expected deliverables will also be documented in these individual phases.

For the duration of the program, ENERCON will develop and maintain a PMP (Project Management Plan) to support City and DOE reporting requirements in coordination with the CLWB Grant Project Manager. Please see Appendix C for PMP template outline.

ENERCON confirms that 100% of the design (including FLISR capabilities) is feasible from both an engineering and construction perspective.

Phase 1: Engineering & Design of Reclosers

1. Prior to the first meeting, ENERCON will submit a data request to CLWB for the full WindMil model, Historical Outage Data, and specifications for equipment that CLWB has already purchased or plans to use.
2. ENERCON will review the WindMil model and the existing LightTable database (LTD) with existing device settings. ENERCON will also review specifications in preparation for recommending load flow sensors and all other devices necessary for FLISR operation.
    a. Note: devices needed for FLISR operation is separated into “Phase 2: Engineering & Design of FLISR System” below due to the need to evaluate and select a vendor to move forward. Once a vendor is selected, remaining Phase 1 and Phase 2 activities can be completed in parallel.
3. ENERCON will meet at CLWB’s office to kick-off the project and review the following:
    a. Project Execution
    b. Collect/review information requested
    c. Conduct site walkdowns to verify existing conditions and obtain field notes, pictures, and measurements
4. ENERCON will prepare preliminary plans and engineering designs for the placement of approximately 60 new reclosers, including control boxes, load flow sensors, protection level fault sensors, fault location indicators, poles, Tripsaver II, and disconnect switches and submit to CLWB for review. ENERCON will meet on-site at CLWB’s office to review the preliminary plans and engineering designs and collect feedback for incorporation into the final

deliverables. ENERCON will follow the 30%/60%/90%/IFC review and approval sequence to prevent potential rework late in the design process.

All in-office and field meetings will be documented and submitted to CLWB within five (5) business days of the meeting. ENERCON will prepare the final documents which will include:

a. Construction drawings showing pole and recloser locations, including GPS coordinates
b. BOM
c. One-line diagrams with circuit feeder identification
d. Civil drawings, showing surrounding area grading, roads, underground conduits, cable, water and sewage facilities, as applicable.
e. Structural drawings and load analysis – weight, wind, operating mechanical loads
f. Manufacturer's shop drawings and specifications
g. Logic diagrams for all new recloser relays
h. Technical specifications for all hardware, devices, and software (with the exception of FLISR vendor confirmation)
i. Documentation of Load Flow Analysis, Short Circuit Analysis
j. Documentation of Coordination Study with settings for all new devices and revised settings for existing devices
k. Existing Site Condition, pole identification, location reference, and feeder configuration photographs

5. ENERCON will provide full permit support, particularly for locations outside CLWB territory that may require special drawing packages, Maintenance of Traffic (MOT) plans, or submissions to FDOT, FEC, FDEP, or other agencies. While the volume of permits is expected to be limited, time is allocated in the schedule and fee for this work. ENERCON will prepare the necessary exhibits and coordinate the packages. CLWB will remain the formal applicant where required.
6. ENERCON will create an SEL-651R Template: this will be similar in structure to the generic templates available on the SEL website, but will be stripped of unnecessary or non-applicable settings and tailored to CLWB's protection philosophy, coordination practices, and FLISR requirements.

Phase 2: Engineering & Design of FLISR System

1. ENERCON understands that CLWB does not currently operate a full FLISR system and that the scope provided establishes the foundational devices, communications coordination, and logic framework to enable automated fault handling.
2. ENERCON understands that there will be several weeks of research time for the evaluation of sensor options/choices and FLISR system options/choices (including vendor comparisons, implementation approaches, infrastructure needs, and cost estimates) so that CLWB can make fully informed decisions
3. ENERCON will evaluate vendors to gather information such as implementation type, infrastructure required and estimate cost to present to CLWB. ENERCON will work closely with CLWB and will recommend a vendor to implement the FLISR system. ENERCON will then work with vendor to prepare preliminary plans for CLWB to review and provide feedback for incorporation into the final deliverables. ENERCON and vendor will prepare the final documents which will include:
    a. Technical specifications for all hardware, devices, and software for FLISR operation
        i. Provide technical specifications for construction and procurement
    b. Documentation of fault location algorithms, isolation logic, and service restoration sequences
    c. Design and documentation of peer-to-peer GOOSE (Generic Object-Oriented Substation Event) messaging between recloser controllers to facilitate high-speed interlocking and automated restoration logic.
        i. Preference to incorporate pre-built system versus custom work
    d. Design and documentation of FLISR logic concepts, settings recommendations, and IEC 61850 data mapping templates
    e. Documentation of recommendations and estimated costs for the centralized FLISR system at the time of implementation.
    f. Design and implement decentralized self-healing FLISR system that will act as a backup to centralized FLISR system.

The final design package deliverables will be provided at the completion of all of Phase 1 and Phase 2 activities:

1. Construction drawings showing pole and recloser locations, including GPS coordinates
2. Complete bill-of-material (BOM)
3. Permit Exhibits
4. Elevation drawings
5. Civil drawings, showing surrounding area grading, roads, underground conduits, cable, water and sewage facilities, as applicable.
6. Pole Foreman files accounting for static weight loads of all pole-mounted equipment, wind loading, operating mechanical loads
7. Load flow analysis
8. Fault current analysis
9. Equipment specifications and shop/vendor drawings
10. Bill of materials

11. Sensor recommendations and locations (including estimates to be determined after vendor selection)
    a. Current Sensing Sensor Points
        i. This will be installed to detect, analyze, and track fault currents for faster fault locating for crews. It is expected to be a non-wired, SCADA DNP3 capable device.
    b. Fault Locating Sensors
        i. This will be installed for all underground primary 26kV locations to ensure no reclosing or FLISR switching on an underground fault.
12. FLISR system design, logic concepts, and implementation recommendations (including estimates to be determined after vendor selection)
13. Logic diagrams and settings files for all devices
14. IEC 61850 Communication Architecture Diagram and Data Point List

Phase 3: Engineering Design Support for Construction/Implementation

1. ENERCON will develop detailed scope and specifications suitable for IFB and IFC packages for equipment procurement, construction, and implementation. ENERCON will develop the complete bid/quote specifications package for construction of the recloser poles, installation of all reclosers and associated equipment, and related civil/electrical work. This package will also follow the 30%/60%/90%/IFC review process. In addition, ENERCON shall support CLWB in the evaluation of proposals received from construction contractors.
2. ENERCON will attend Pre-Construction meetings as needed and the costs are estimated in this proposal.
3. ENERCON will provide construction support to assist with questions from the constructor or assist in resolving conflicts identified during construction.
4. ENERCON will coordinate closely with OT Manager and OT department at each planned location.
5. Post construction deliverables from engineering include:
    a. Record drawings of the installed equipment
    b. As-built drawings documenting any changes made after the IFC drawings.

Phase 4: Testing and Commissioning

1. ENERCON will perform the following documentation activities for testing and commissioning as defined in the "GRIP SP1 Checklist":
    a. Development and delivery of a formal Testing and Commissioning Plan
    b. Pole Structures Documentation (including full photographic documentation regime for every installation location as listed in SOW Section 4 and the GRIP SP1 Checklist)
    c. Recloser Insulators
    d. Pole Line Hardware
    e. Grounding System
    f. Support for End-to-End testing of the communication-assisted logic (verification that IEC 61850 GOOSE messages are correctly published by the triggering device and successfully subscribed to/acted upon by receiving reclosers per the defined FLISR logic).
    g. Confirmation that the FLISR design will function with both fiber-optic and radio/cellular communications
    2. IEC 61850 Integration Requirements in full: definition of the mandatory logical nodes and data attributes required for the recloser controllers; guidance on generation of ICD and SCD files; and definition of GOOSE message prioritization to ensure critical trip/block signals meet required timeframes.

3. ENERCON to subcontract and use vendor and oversee vendor documentation activities for testing and commissioning:
    a. DC high-pot testing
    b. Contact Resistance testing
    c. Recloser Controller relay testing (settings and functional)
    d. SCADA Radio Installation Documentation
    e. Fiber Communication Hardware
    f. Trip and Reclosing Sequence Test
    g. Communication Equipment
    h. Tripsaver II Devices

At the completion of the testing and commissioning phase, ENERCON will create a comprehensive Commissioning Report that includes as-built drawings, all test results, sensor recommendations, FLISR logic concepts, and confirmed IEC 61850 configuration parameters.

Following the completion of this project, ENERCON will complete a formal project closeout meeting and Lessons Learned meeting within one (1) month after the completion of all work, with documented outcomes provided to CLWB.

ENERCON will also develop training programs for Engineering, Sys Ops and Line Dept, to include overview of the reclosers, system, FLISR, sensors/sectionalizers and Trip Savers. ENERCON will provide at least two training sessions for each topic to each group. This will include vendor participation if necessary.

Team Members

ENERCON's key team members are listed below and have brief bios included. This talented team of leaders are dedicated to engineering quality, timely submissions and strict budget adherence. Full resumes are available in Appendix A.

BRADEN OLSEN, P.E.

Mr. Olsen serves as a Project Manager for Power Delivery Division's Project Management Office. He has 6.5 years of experience in power delivery engineering and project management. As a licensed Professional ENERCON in Florida and California, he oversees critical projects such as FPL Hardening, FPL SSUP, PGE Wildfire Hardening, and AEP Joint Use. His responsibilities include client interactions while managing project schedules, team workloads, and budgets.

Mr. Olsen offers a comprehensive range of consulting services, specializing in project management, project Engineering, design Engineering, and process Engineering. He ensures the successful completion of distribution projects for multiple clients by meticulously monitoring project scope, budget, and schedule to meet client milestones and stay within contract values. His oversight guarantees that open design issues are promptly addressed, and deliverables meet client requirements and expectations.

WARNER PATTERSON, P.E.

Mr. Patterson serves as our systems subject matter expert and has intimate knowledge of City of Lake Worth's system where worked for over five years. He was the Protection and Control Relay Engineer for approximately two years, and the Transmission and Substation Manager for approximately three years. His experience includes 4kV to 26.4kV system conversions, configuring relays and RTUs for SCADA integration and automation, performing coordination studies for stations and feeder reclosers, created specifications for vendor and construction bids, supported control center with system operations, and standardized materials.

Prior to his experience with CLWB, Mr. Patterson worked for Georgia Power where he designed, commissioned and tested protective relays, control systems, and communication equipment for substations. Mr. Patterson also supported construction and executed routine maintenance and participated in 24/7 emergency on-call rotations.

AARON BROOME, P.E.

Aaron Broome, P.E., serves as a Senior Manager in Power Distribution with over 15 years of experience, where he leads a team of engineers supporting ENERCON's Owner's Engineering contracts for electric power capacity upgrade projects. He performs professional engineering reviews for final stamp and signature, manages all client deliverables—including construction prints, specifications, load analysis reports, and material selections—and coordinates closely with clients through pre-engineering and pre-construction meetings to ensure high-quality, on-schedule project execution. He also prepares bid packages in response to client RFPs and provides senior leadership during storm response efforts, including damage assessment and system restoration activities.

In addition, Mr. Broome plays a key role in strengthening internal capabilities by training new employees in industry design standards and supporting corporate recruiting efforts through university outreach, candidate interviews, and marketing initiatives. His leadership, technical expertise, and commitment to quality make him a valuable asset in delivering reliable power distribution solutions.

SEAN DWYER, P.E.

Sean Dwyer is a Senior Distribution Manager with over 12 years of experience supporting electric utility clients through the design, coordination, and delivery of overhead and underground distribution systems. He has progressed through increasingly responsible roles at ENERCON, from distribution engineer to senior leadership, and currently oversees multidisciplinary engineering teams across multiple offices. Mr. Dwyer is recognized for his strong client relationships, commitment to quality, and ability to lead teams through complex projects and storm response efforts while maintaining schedule and budget performance.

KEITH MULLEN, P.E.

Mr. Mullen serves as the supervisor for Planning & Analysis in the Power Delivery division at ENERCON. He has over 30 years of experience providing various system planning assessment projects and program implementations for electric utilities, and partners with Clients to develop solutions that address long-term system requirements and alleviate day-to-day operating problems.

Throughout his career Mr. Mullen has provided engineering consulting, program/project management, and planning services for electric utility transmission and distribution (T&D) systems, including: comprehensive system expansion plans, non-wired alternative evaluations, load forecasts, capacitor placement assessments, conservation voltage reduction (CVR) and volt/var optimization (VVO) evaluations and implementations, arc flash assessments, device coordination studies, distribution automation evaluations and implementations, and reliability studies. He is experienced with engineering model development / troubleshooting / modifications and system analysis in WindMil, Cyme, Synergi software.

THOMAS CASTLE, P.E.

Mr. Castle served East Kentucky Power Cooperative from 2015 to 2026 as the principal technical authority supporting 16 member distribution cooperatives. He led power quality initiatives, provided advanced troubleshooting, and supported system planning and reliability improvements across the network. His work also included integrating distributed energy resources, advancing grid operations strategies, and managing a 350 MW demand response portfolio used for both energy hedging and PJM capacity. In addition, he contributed to regulatory filings, delivered expert testimony, and mentored engineering staff to strengthen organizational capability.

Earlier, Mr. Castle worked with Blue Grass Energy Cooperative from 2013 to 2015, where he managed key industrial accounts and delivered tailored technical energy solutions. His responsibilities included system protection studies, load analysis, distribution design, and coordination of construction bidding, while also supporting operations teams with technical guidance to enhance grid reliability.

JEFFREY BURGESS, P.E.

Jeffery Burgess is a registered professional engineer with 10 years of experience in electric utility system planning and consulting. He obtained a Bachelor of Science in Electrical Engineering at Tennessee Technological University in Tennessee. Mr. Burgess' engineering experience is related to electric utility distribution planning services, including capacity planning for Long Range and Construction Work Plans, Coordination and Arc Flash studies, CVR and voltage optimization studies, and general system performance and power quality studies. He lives in Tennessee.

ALEX FOWLKES

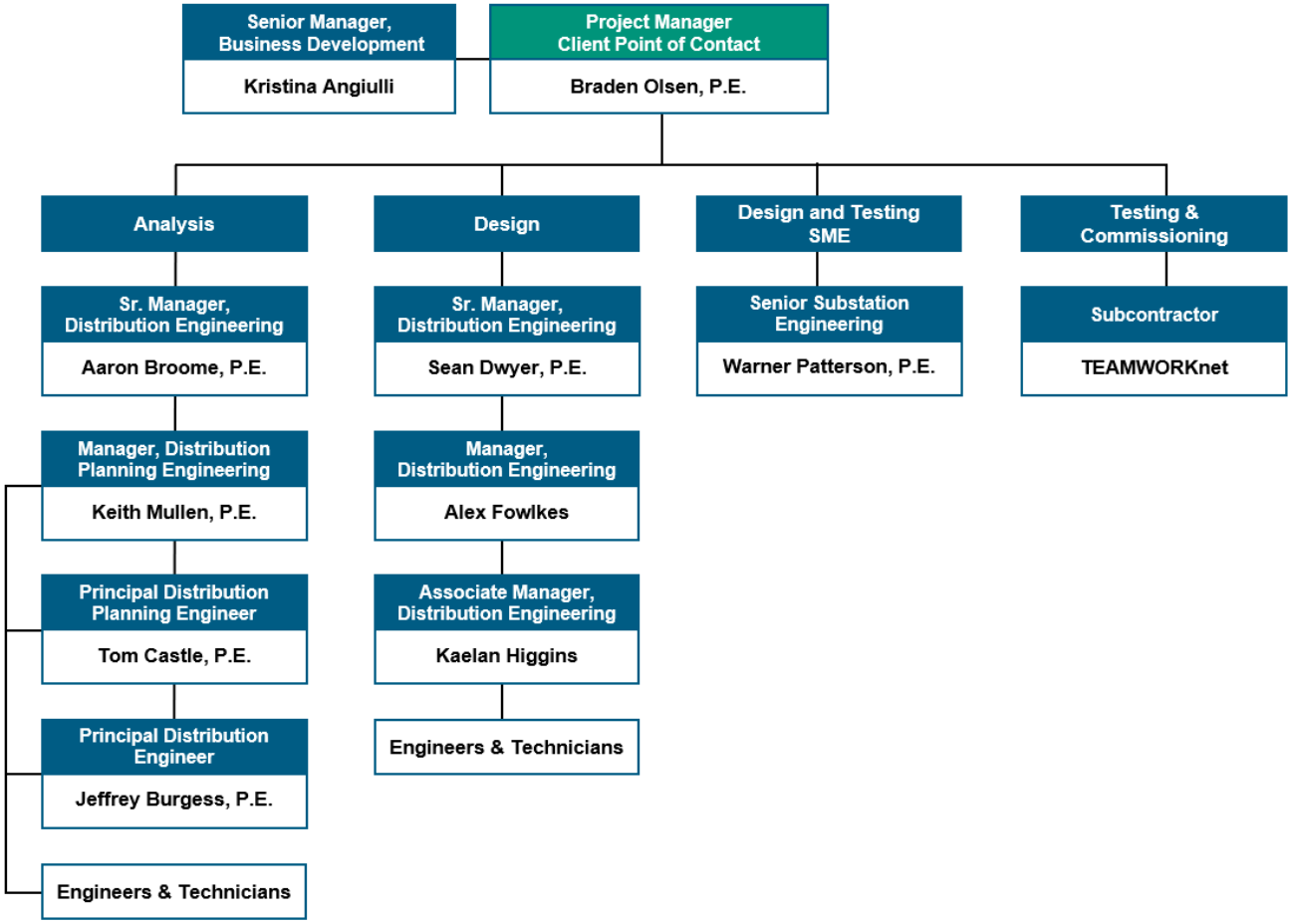
Mr. Fowlkes has over 11 years of experience in the Power Delivery Industry which includes working on projects in Distribution Engineering, Make Ready Design, and Distribution Construction. He serves as an Associate Manager for the Power Delivery Division in Pensacola, FL. Mr. Fowlkes has extensive experience in the design and construction of underground distribution circuits, including working directly with real estate and construction partners to build large scale reliability projects.

KAELAN HIGGINS

With over two years of experience in power distribution design and permitting, Mr. Higgins serves as a Lead Distribution Engineer in ENERCON's Power Delivery Division. He provides technical and operational leadership for the Gulf Region, overseeing a team of engineers, managing workloads, and performing QA/QC on Duke Energy projects. His work includes delivering distribution designs such as reconductors, pole replacements, maintenance upgrades, and smart grid initiatives.

Mr. Higgins also has extensive experience in communication cable permitting for underground and aerial systems, having led a team responsible for permitting approximately 1.5 million feet of lines across Florida, Georgia, and Alabama. Earlier in his career, he managed teams executing large-scale pole loading analysis projects across multiple states, strengthening his expertise in joint-use preparation. He is committed to continued growth in power distribution engineering and leadership, with a focus on delivering high-quality, reliable solutions for clients.

Organizational Chart



Project Experience

Georgia Power – Reliability Improvement Projects, Statewide Georgia

ENERCON plays a key role in Georgia Power's statewide coordination and Automation and Centralized Restoration Gateway (ACRG) update projects. The company is responsible for the design and analysis associated with the installation of new Viper-ST reclosers on multiple feeders, enabling feeder sectionalization into smaller customer zones to improve reliability and restoration efficiency. ENERCON also evaluates and recommends TripSaver device locations to further enhance reliability on heavily loaded laterals and circuits that experience frequent temporary outages due to vegetation-related events. Coordination Restoration Gateway (CRG) maps are developed to document the new automation pathways and identify limiting conductor sizes along those routes. A comprehensive feeder coordination study is performed in CYMTCC to verify proper coordination among all protective devices on the feeder. Following the analysis, device settings are developed and provided to the programming team for implementation.

Erwin Utilities Authority – System Coordination, Tennessee

This project includes an engineering evaluation of protective device coordination for the existing electric distribution system, as well as the identification of potential Distribution Automation (DA) enhancements. ENERCON utilized the client's WindMil model to assess system performance and verify alignment with the client's protection philosophy, supporting improved reliability and standardization across the distribution network. Working closely with the client, ENERCON identified optimal locations for new DA devices and developed standardized protection settings to accommodate alternate system configurations required to serve critical loads. The resulting recommendations also identified system upgrades necessary to maintain capacity and operational requirements under each proposed configuration.

DTE Energy – Viper Replacement Program, Statewide Detroit

ENERCON is responsible for the design and analysis associated with the installation of 55 reclosers across DTE's 4 kV and 12 kV distribution feeders. The project scope includes conceptual planning, detailed engineering design, and protection settings development for all new Viper-ST recloser locations. Potential recloser locations are evaluated based on feeder loading, customer counts, and available fault current to ensure installation sites meet established acceptance criteria. Recloser settings are developed and modeled in ASPEN alongside upstream feeder and transformer protection relays to verify adequate coordination margins. The settings are also reviewed to ensure proper coordination with downstream protective devices. Where coordination deficiencies are identified, setting modifications are recommended and incorporated into the design. Final recloser device (.rdb) settings files are then developed and provided to DTE technicians for field programming and commissioning.

Milestone Schedule

ENERCON has provided the tentative schedule detailed in Appendix B to show key milestones for the project. The completion dates provided are based on ENERCON's understanding of the schedule desires at the time of preparing this proposal. Construction and testing/commissioning activities can occur in parallel to allow testing commissioning to start as each recloser construction is completed in the field.

Compensation

The work defined in this proposal, inclusive of labor, travel, and subcontracting will be performed for a time and material, not to exceed price of **$3,005,000**. ENERCON will submit invoices monthly based on actuals. The total price constitutes full and complete compensation for ENERCON's services as detailed in this proposal.

This proposal is valid for a period of 90 days from the date of issuance unless an extension is otherwise agreed to in writing.

Task Budget/ Rate Estimate Breakdown:

Task	Estimated Hours
Project Management	1,400
Engineering Supervision	530
Phase 1: Eng & Design of Reclosers - Design and Analysis	5,200
Phase 2: Eng & Design of FLISR System ENERCON	2,400
Phase 3: Eng Design Support for Const	600
Phase 4: Test and Commission ENERCON	900
Permitting	200
Training Program Development	100
Training Sessions	100
Total	**11,430**

Labor Classification	2026 Hourly Rate	Estimated Percentage of Use
Principal Engineer	$215.00	9.4%
Sr Project Manager	$195.00	5.5%
Sr Project Analyst	$125.00	2.0%
Consultant	$235.00	4.8%
Sr Engineer	$175.00	45.5%
Staff Tech Spec	$105.00	1.5%
Principal Tech Specialist	$180.00	0.4%
Staff Engineer	$135.00	19.4%
Engineer	$150.00	11.5%

The labor rates included in this proposal are based on the current rate schedule established in Professional Services Agreement RFQ#23-300.

Estimated Quarterly Invoice Totals:

Year	Quarter	Estimated Invoice
2026	Q4	$76,800
2027	Q1	$535,400
2027	Q2	$721,500
2027	Q3	$292,500
2027	Q4	$97,100
2028	Q1	$312,600
2028	Q2	$312,600
2028	Q3	$331,000
2028	Q4	$325,500

Testing and Commission Subcontracting:

As stated in Phase 4 of the project approach, ENERCON plans to subcontract the following testing and commission activities. ENERCON will invoice subcontractor services at cost plus a 10% markup.

Part A – Unit Price Per Recloser

Work Break Down Structure (WBS):

1. Pre-commissioning review
2. Mechanical Verification
3. G&W Viper Testing (Hi-Pot, Contact Resistance, operations)
4. SEL-651R Protection Testing & Functional Verifications
5. Functional Commissioning
6. Documentation & Test Report
7. Project Engineering Allocation

Equipment and Expenses:

1. Relay Test Equipment (ARCO 400)
2. Specialized Recloser Test Equipment
3. PPE/Calibration/Consumables
4. Documentation Software and file management
5. Mobilization(s)

Part B – Project-Level Commissioning of Reclosers

These proposed activities are required at the system level, and include developing testing procedures, commissioning support, end-to-end communications verification, and FLISR validation.

Engineering:

1. Develop testing procedures
2. Develop commissioning procedures
3. Review relay settings and revisions
4. Review IEC 61850 configuration
5. Develop commissioning documentation
6. Engineering coordination meetings
7. Engineering support during installation

FLISR Commissioning:

1. GOOSE messaging verification
2. Peer-to-peer communications testing
3. SCADA communications verification
4. End-to-end communications testing
5. Fault simulation testing
6. Restoration sequence verification

Project Management:

1. Scheduling
2. Progress meetings
3. Coordination with contractor and parties involved
4. Final closeout documentation
5. Final commissioning report

Travel & Mobilization:

Assume approximately:

- 15 field mobilizations and multiple installation phases
- Travel throughout the City

Part C – Project-Level Commissioning of TripSavers

These proposed activities include providing the personnel, engineering support, and applicable test equipment required to perform pre-commissioning testing of S&C TripSaver II units.

Project Preparation and Mobilization:

1. Coordinate with the Owner regarding schedule, warehouse access, TripSaver II availability, and testing location.

2. Review available TripSaver II model information and approved configuration/settings files.
3. Mobilize TWN personnel and required test equipment to the designated warehouse.
4. Set up and verify the applicable S&C software, communications equipment, test equipment, and test fixture.

TripSaver II Pre-Commissioning Testing:

1. Record equipment identification information, including serial number and other applicable device information.
2. Perform a general visual inspection for readily identifiable damage or abnormalities.
3. Establish communications with the TripSaver II using the applicable S&C Service Center Configuration Software.
4. Verify device status, firmware, and existing configuration.
5. Save or document the existing device configuration prior to testing, as applicable.
6. Load the applicable S&C pre-commissioning test settings.
7. Perform functional overcurrent testing using a suitable high-current test source.
8. Verify the applicable initial trip and reclose/test sequences.
9. Verify Non-Reclose operation.
10. Perform contact resistance measurement using a suitable low-resistance ohmmeter.
11. Compare measured contact resistance against the applicable S&C acceptance criteria.
12. Perform additional operations and repeat resistance measurements when required by the S&C procedure.
13. Restore or load the Owner-approved final configuration/settings following successful completion of testing.
14. Record the final test result as Pass, Fail, or requiring additional investigation.

If a TripSaver II unit fails the standard pre-commissioning procedure or requires troubleshooting beyond the normal testing activities included herein, the condition will be documented and CLWB will be notified. Additional troubleshooting, manufacturer coordination, or subsequent retesting may be performed upon authorization as additional services.

Terms & Conditions

The execution of all services outlined herein shall be performed in accordance with, and governed by, the terms and conditions established in PROFESSIONAL SERVICES AGREEMENT RFQ#23-300, as amended (Energy Management & Engineering Services).

Clarifications & Assumptions

This proposal is based upon the scope of work above and the following assumptions and clarifications:

1. ENERCON's schedule and price are based on ENERCON's understanding of the anticipated effort required to satisfy The City of Lake Worth Beach's expectations at the time this proposal was developed and the premise that all necessary drawings and information will be available to ENERCON upon award. Delays in receiving responses, information or drawings could result in schedule delays or increases in cost.
2. ENERCON will attend a Project Kick-Off Meeting either online or in person (depending on the preference and availability of CLWB).
3. ENERCON will create a touch-point Teams meeting with CLWB at a bi-weekly cadence to provide a discussion forum and progress reporting.
4. All project meetings and related activities (field walks etc.) shall be documented by ENERCON and will be submitted to CLWB within 5 business days.
5. This proposal includes the labor and travel expense to make four (4) visits to the site. The site visits will include one (1) kick-off meeting, one (1) in-person preliminary design review for Engineering and design, one (1) in-person review for FLISR vendor determination, and one (1) in-person final design. This proposal also includes labor and travel expense for make four (4) visits to site to support construction and test and commissioning activities. ENERCON and the City of Lake Worth Beach will discuss coordination if additional site visits are required. Additional site visits could be scheduled in conjunction with site visits for other projects or could be added to the scope of this project if the schedule dictates a quick response.
6. ENERCON assumes that all customer engagement for right of way or easement acquisition will be completed by the City of Lake Worth Beach.
7. ENERCON assumes that the City of Lake Worth Beach Distribution Design Standards manual will be provided for ENERCON's reference.
8. ENERCON assumes Pole Foreman analysis must be run on all poles where work is to be performed.
9. CLWB will be the formal applicant on permits where required (FDOT, FEC, FDEP, etc.). ENERCON will be responsible for the generation of any exhibits that will be required for job permitting. ENERCON assumes 20 recloser locations will require permitting. ENERCON will submit a change order if additional reclosures require permitting.
10. Change orders will be issued for any changes to the scope documented in this proposal.
11. ENERCON will not be responsible for the staking pole locations or locating of any underground utilities.

12. Structural analysis of transmission poles is not included as part of ENERCON's scope but can be added for additional fees.
13. Permit coordination is not included as part of ENERCON's scope but can be added for additional fees.
14. VTSCADA is the electric's primary SCADA vendor and will remain as it is evaluated if a system will be built within this vendor's system or if a new independent system is needed.
15. All deliverables will include a formal 30%/60%/90%/IFC review and approve sequence. Additional cycles will require an approved change order.
16. For TripSaver devices, ENERCON and City of Lake Worth Beach assumes that these devices are direct fuse cutout replacements and will meet existing specifications. Therefore, poles are not expected to be replaced. Pole load analysis, detailed design prints and detailed inventory is not needed at these locations.

APPENDIX A

RESUMES

ENERCON

Braden Olsen, P.E.

Senior Project Manager

Professional Years of Experience – 6.5 yrs

EDUCATION: Bachelor of Science, Mechanical Engineering, Florida Atlantic University

CERTIFICATIONS: Professional Engineer (PE; States include FL: PE97798-FL, CA: M 42131**)**

NOTABLE SKILLS: Design Manager, PoleForeman, Solid Works, MatLab, ANSYS Workbench, NI LabView, Eagle PCB Design, Microsoft Office

SUMMARY**:** Mr. Olsen serves as a Senior Project Manager in the Project Management Office of ENERCON's Power Delivery Division. As a Senior Project Manager, Braden manages project budgets and schedules guaranteeing the project remains on time, within budget and with ENERCON's standard for quality. Active scopes of work include projects in distribution and substation involving system upgrades and expansions, wildfire hardening, storm hardening, smart grid, owner's engineering, and joint use attachment programs. In previous roles, he oversaw FPL System Expansion, NW System Expansion, and NW OH to UG Conversion projects and was responsible for designing and reviewing overhead and underground 13 kV and 23 kV distribution circuits, modifications, and system upgrades. He performed field inspections of existing distribution systems to verify equipment, system configurations, and clearances. Currently, he is the project manager for multiple large distribution and substation projects in the Southeast, Midwest, and West coast. Mr. Olsen has over 6.5 years of experience in design engineering and project management.

ENERCON PROFESSIONAL EXPERIENCE

Senior Project Manager / Power Delivery
Braden is a project manager in the Power Delivery group at ENERCON where he manages various projects including distribution system upgrades and expansions, wildfire hardening, storm hardening, smart grid, and joint use attachment programs. 04/24-Present

Lead Distribution Engineer/ Power Delivery
Responsible for a team of engineers and overseeing the FPL System Expansion, NW System Expansion, and NW OH to UG Conversion projects with the responsibilities of interfacing with the client's project managers, managing project schedule, team workload, and engineering quality. 05/22-04/24

In-Training Project Manager/ Power Delivery

This role involves overall management of quality, schedule, and budget of projects. 03/21-04/24

Distribution Engineer/ Power Delivery

Field engineering, distribution engineering, and computer-based analysis for Florida Power & Light (FPL) projects. Designing power distribution lines and pole configurations to withstand high speed winds, upgrading older materials with more reliable, modern counterparts, and upgrading conductor lines to accommodate larger capacity. Design efforts begin with a review of FPL's GIS system, feeder and lateral mapping data, and verification of the accuracy and reliability of the data and drawings. Also involved in training other engineers and providing quality checks for their projects. 10/19-4/22

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PREVIOUS PROFESSIONAL EXPERIENCE

BELCAN ENGINEERING 04/2017 – 09/2019

Design Engineer Intern/ Palm Beach Gardens, FL

Gas turbine engine design and structural analysis for Pratt and Whitney commercial and military engines.
04/2017 – 09/2019

ENERCON

Aaron Broome, P.E.

Senior Manager, Southeast - Power Delivery

Professional Years of Experience – 14 years

EDUCATION: Bachelor of Science, Electrical Engineering, Georgia Institute of Technology

PROFESSIONAL ASSOCIATIONS: Professional Engineer:
Alabama, License No. 52309
California, License No. 25131
Georgia, License No. 043355
Michigan, License No. 6201314441
New Mexico, License No. 29590
New York, License No. 110986-01
North Carolina, License No. 059146
South Carolina, License No. 42695
Washington, License No. 20113856

NOTABLE SKILLS: CYME Distribution, CYMTCC, Synergi, ETAP, SKM, O-Calc, PoleForeman, JETS, WMS, Smallworld Design Manager, NJUNS, application of engineering methods, and applied construction methods and material selection for electrical distribution.

SUMMARY**:** As Senior Manager of our Southeast Power Delivery Division, Mr. Broome oversees several large-scale distribution projects throughout the Southeast. Mr. Broome leads and develops his technical engineering staff on these projects. His focus is on improved grid reliability, strategic undergrounding, system planning, analysis, protection/controls, and make-ready projects. Additionally, Mr. Broome is the Responsible Engineer for an Owner's Engineer program where he leads of technical staff of subject matter experts for an Electric Power Capacity Upgrade project.

ENERCON PROFESSIONAL EXPERIENCE

Senior Manager, Power Distribution / Kennesaw, GA
His specific responsibilities as Manager include:

- Coordinates a team of engineers supporting ENERCON's Owner's Engineering contracts for an Electric Power Capacity Upgrade project
    - Act as Responsible Engineer for this project
- Perform PE reviews for final stamp and signature for states listed above
- Coordinating activities with the client, including pre-engineering and pre-construction meetings to ensure on-time completion of quality designs per the project schedule
- Managing all client deliverables, including construction prints, specification drawings, load analysis reports, and inventory selection of all construction materials
- Preparing project bid packages in response to client Request for Proposals (RFPs)
- Lead efforts in storm response events providing senior leadership to our staff during damage assessment storm patrols for the client
- Assisting with the training of new employees on industry-wide design standards
- Assisting corporate recruiting with university career fairs, interviewing, and other marketing efforts

Supervisor, Power Distribution / Southeast Programs / Kennesaw, GA

Mr. Broome previously serves as the Power Distribution Supervisor at ENERCON's office in Kennesaw, GA. Mr. Broome was responsible for performing quality checks on client submittals and creating/maintaining/updating design processes and procedures. Mr. Broome had four distribution leads who each have a team of designers responsible for designing overhead and underground distribution systems. Mr. Broome was also responsible for overseeing the training group and helping create and present material to the design team. The Grid Investment program focuses on improving the reliability of GPC's overhead and underground distribution systems. The scope of the overhead projects includes installing reclosing devices to create zones of protection and replacing structures and framings to improve the BIL of the system while meeting NESC and client standards. The underground projects improve the reliability of the system by converting the 3-phase portion of the circuit to underground, installing reclosing devices to create zones of protection, and installing ties to create looping schemes for the underground circuit. All projects on this program require the circuit to be modeled in CYME to prove protective device coordination, perform short circuit analysis, and perform load balancing. Mr. Broome also provides engineering construction support for the program and helps issue engineering guidance and change orders to the crews in the field. (06/18 – 6/22)

Lead Distribution Engineer / FPL Grid Modernization / Kennesaw, GA

Mr. Broome worked on FP&L's Grid Modernization Program as a Distribution Engineer during this time. He was responsible for designing overhead 12 kV and 25kV distribution circuits, modifications, and system upgrades. He applied appropriate engineering design philosophies to ensure all designs met the appropriate NESC design standards in relation to structural loading, conductor sizing, fuse coordination, transformer loading, and overhead clearance issues. He performed field inspections of existing distribution systems to verify equipment, system configurations, clearances, and identified other design considerations.

Mr. Broome has been the field lead for the storm response effort caused by hurricane Michael in South Georgia and the Florida panhandle. Mr. Broome was responsible for leading 80 team members in the damage assessment of over 100 miles of feeders and laterals. The assessments were then used to determine which areas needed to be fixed to get customers back into power.
Mr. Broome has been the field lead for the storm response effort caused by Hurricane Irma in Tampa Florida. Mr. Broome was responsible for leading 30 team members in the damage assessment of over 80 miles of feeders and laterals. The assessments were then used to determine which areas needed to be fixed to get customers back into power. Mr. Broome also lead 20-person team in a follow-up street light evaluation and replacement project. Documents were updated to accurately show the location of street lights and maintenance form were created to notify crews of street lights damaged from Hurricane Irma. (03/17 – 06/18)

Responsible Electrical Engineer / SNC Design and Analysis / Kennesaw, GA

Mr. Broome has been the analysis Responsible Engineer (RE) on a several security project for (SNC) Farley Nuclear Plant. The project requires updating site calculations with new equipment loading. The calculations include coordination, panel loading, load flow, short circuit, and motor starting. Additionally, Mr. Broome is assisting the electrical design group by updating drawings and verifying vendor documentation for acceptable use in design packages.

Mr. Broome has been an electrical analysis engineer on several projects for Energy Northwest's Columbia Generating Station (CGS). He was the reviewer for the plant coordination calculation, fast bust transfer calculation, and arc flash calculation.

Mr. Broome has been an electrical engineering on an Arc Flash Study for Next Era Energy. He was responsible for a walk-down to the Martin Fuel site to gather plant equipment information and protective settings in order to create an accurate plant model using SKM. He was responsible for documenting and implementing any conservative engineering judgments when site information could not be obtained. Mr. Broome prepared and reviewed several other SKM models and reports for NEE using their existing plant

drawings and schedules.

Mr. Broome has been an RE on a Station Auxiliary Transformer Specification project for (SNC) Hatch Nuclear Plant. The project required performing a validation calculation for the Fast Bus Transfer (FBT) calculation. The calculation was converted from SNC's existing program (XFERT) to ETAP. The project also required the entire plant's configuration to be upgraded to include two new SAT transformers which will be built in ETAP and analyzed in order to create specifications to procure the new transformers. Additionally, this project required numerous calculations to be revised including coordination, arc flash, load flow, short circuit, and motor starting calculations.

Mr. Broome has been an RE on a Start-Up Auxiliary Transformer Study for (Progress) Brunswick Nuclear Plant where he is evaluating the feasibility of adding an additional 230kV transformer to improve 4160V bus voltage margin. He is evaluating the placement of the 4160V connection and equipment to connect to existing switchgear. He is also responsible for performing an ETAP analysis, using Brunswick's model, to evaluate the bus voltage improvement and also select the parameters of the new SAT (size, impedance, X/R, and tap settings). Mr. Broome is also responsible for suggesting optimum tap settings for unit substation transformers downstream of the 4160V buses.

Mr. Broome has been an electrical analysis RE for the Installation of the Redundant Isophase Bus Duct Cooling System for Southern Nuclear Corporation's (SNC) Plant Farley where he was responsible for adding motor, cable and transformer components to Farley's ETAP Load Study model. Mr. Broome also assisted with verifying component coordination for the additional equipment being added to the model using the ETAP Star Module.

Mr. Broome has been an electrical analysis RE for the Replacement of the Emergency Diesel Generators (EDG) Speed Governing System for Each of the Brunswick Nuclear Plant's Four EDGs. Mr. Broome was responsible for evaluating and updating available margin and voltage drop calculations with the additional loads being added by the design team to determine if the additional loads would be acceptable per the criteria set in the calculation. Mr. Broome also assisted with providing additional load updates to be placed in the computer models dcPRO and Network 4.0 which are used by Brunswick to perform available margin and voltage drop calculations.

Mr. Broome has been an electrical analysis RE for the Replacement of the Existing Circulating Water Chemical Injection Equipment project for Southern Nuclear Corporation's (SNC) Plant Vogtle where he was responsible for modifying the Unit 1 and Unit 2 Load Study ETAP model by updating existing equipment parameters and adding new components per the project's specifications. (06/14 – 03/17)

Electrical Engineer / SNC Design and Analysis / Kennesaw, GA

Mr. Broome has been a reviewer for the 120 VAC Voltage Drop Calculation Analysis using Microsoft Excel for Arizona Public Service Company (APS), Palo Verde Nuclear Generating Station. He was responsible for reviewing control circuits calculations to determine the voltage across the circuit using excel.

Mr. Broome has been an analyst on an Appendix R, Fire Protection project for Southern Nuclear Corporation's (SNC) Plant Hatch where he was responsible for analyzing circuits of plant components in accordance with the requirements of their Project Instruction. Mr. Broome has been qualified by SNC through demonstrating proficient knowledge of circuit analysis and cable selection for each functional state of the following components: MOV, AOV, pump/fan motor, ESFAS Instrument, AC power supply, and DC power supply.

Mr. Broome assembled a load database (i.e. LRA, FLA, HP, Torque, cable sizing) that was used as input to a vendor specification for construction of motor control center cubicles.
(05/11 – 06/14)

PREVIOUS PROFESSIONAL EXPERIENCE

Gulfstream Aerospace Corporation / 05/07 - 08/08

ENERCON

Electrical Engineer Summer Internship Rotations / Savannah, GA

Mr. Broome completed two Electrical Engineering Summer Intern rotations at the Gulfstream Aerospace Corporation in Savannah, GA. During this time, Mr. Broome designed, updated, and organized Electrical Systems Schematics. He was certified through Gulfstream in CATIA V4, V5, and LCA Basic

ENERCON

Keith Mullen

Sr. Principal Planning & Analysis

Professional Years of Experience - 34

EDUCATION: B.S. in Electrical Engineering, Tennessee Technological University

PROFESSIONAL ASSOCIATIONS: Professional Electrical Engineer: TN, KY, OR, Registered with National Council of Examiners for Engineering and Surveying (NCEES)

NOTABLE SKILLS: Engineering consulting, program/project management, and planning services for electric utility transmission and distribution (T&D) systems, including: comprehensive system expansion plans, non-wired alternative evaluations, load forecasts, capacitor placement assessments, conservation voltage reduction (CVR) and volt/var optimization (VVO) evaluations and implementations, arc flash assessments, device coordination studies, distribution automation evaluations and implementations, and reliability studies. Experienced with engineering model development / troubleshooting / modifications and system analysis in WindMil, Cyme, Synergi software.

SUMMARY**:** Mr. Mullen serves as the supervisor for Planning & Analysis in the Power Delivery division at ENERCON. He oversees various system planning projects and program implementations for electric utilities, and partners with Clients to develop solutions that address long-term system requirements and alleviate day-to-day operating problems.

PREVIOUS PROFESSIONAL EXPERIENCE

Pulaski Electric Systems, TN (2021-Present): Mr. Mullen previously served as Project Manager to provide multiple engineering studies for Pulaski Electric Systems (PES), including a 5-year Capital Plan, Transmission and Distribution (T&D) coordination study, arc flash assessment, and capacitor placement. Under his direction, the T&D system was evaluated at normal and N-1 conditions to serve the existing and projected 10-year system peak loads to achieve system performance and reliability goals. After completing the system studies, Mr. Mullen supported PES by overseeing and managing the design of the distribution projects identified in the capital plan with a partner engineering design firm. PES also requested annual updates to the Capital Plan and ongoing support for the implementation of the recommendations included in the coordination and capacitor placement studies.

Mr. Mullen also completed a system loss study for PES using their WindMil model to determine the annual energy and demand losses for the existing substation facilities and distribution primary and secondary systems. Mr. Mullen collaborated with PES to develop targeted solutions to reduce losses based on the analysis and determine potential savings.

City of Lodi, CA (2020-Present): Mr. Mullen previously served as Project Manager for the Electric Power System Studies for the City of Lodi. He led the team in the preparation of a comprehensive assessment of the City's electric system to determine the existing transmission and distribution (T&D) system performance in normal and contingency configurations, recommend improvements for optimal VAR compensation, improve and standardize protective device coordination, and determine the arc energy levels across the system. To perform the required evaluations, the team collaborated with the Lodi staff to update the distribution system model and build a model of the 60kV sub-transmission system. The final reports summarized data resources and assumption, planning criteria, analysis results, and recommendations.

After completing the system studies, Mr. Mullen is now supporting the City with as-requested engineering consulting and planning services under a general services contract. These services include the interconnection of large generation resources to the distribution system, evaluation of system impacts from the addition of load development areas, and the conversion of the City's mapping and engineering analysis software.

Other Municipal T&D System Planning:

- ✓ City of Ames, IA: T&D Arc Flash Study – Project Manager
- ✓ City of Bardstown, KY: 5-Year Capital Plan, 5-Year Capital Plan, Coordination Study, Arc Flash Study – Project Manager
- ✓ City of Lake Worth Beach, FL: Reliability Study, Arc Flash Study – Project Manager
- ✓ City of Newnan, GA: 5-Year Capital Plan, Coordination Study – Project Manager
- ✓ Erwin Utilities, TN: Coordination Study, Arc Flash Study – Project Manager
- ✓ Franklin Electric Power Board, KY: 5-Year Capital Plan, Capacitor Placement Study – Project Manager
- ✓ Lawrenceburg Utility Systems, TN: 5-Year Capital Plan – Project Manager
- ✓ Rockwood Electric Utility, TN: 5-Year Capital Plan, Coordination Study, Arc Flash Study, Substation One-Ownership Study – Project Manager
- ✓ Shelbyville Power System, TN: 5-Year Capital Plan, Arc Flash Study – Project Manager

Big Sandy Rural Electric Cooperative Corporation, KY (2020-Present): Mr. Mullen led the team as Project Manager to prepare multiple 4-year Construction Work Plans (CWP) for Big Sandy Rural Electric Cooperative Corporation (BSRECC) to determine near-term funding requirements for the distribution system. Under his direction, the team developed a substation and feeder load forecast and used the distribution system model to determine system deficiencies and validate system improvement options. Corrective measures were identified to improve system reliability of under-performing feeders based on outage management system (OMS) history. The CWP report was prepared in accordance with RUS System Planning Guide, Construction Work Plans, Bulletin 1724D-101B.

An Arc Flash Assessment was also prepared to determine the range of arc energy levels throughout the 13 kV distribution system. The calculations were based on existing BSRECC operating practices and IEEE Standard 1584 – 2018. A sensitivity analysis was prepared to determine the impacts on arc energy levels resulting from the various terminal configurations set forth in the 2018 IEEE standard and identify mitigation strategies to limit incident energy below BSRECC's existing PPE.

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Other Rural Utilities Service (RUS) Construction Work Plans and Long-Range Plans

- ✓ Clark County Electric Cooperative, IN: Construction Work Plan, Arc Flash Study – Project Manager
- ✓ Clark Energy Cooperative, Inc., KY: Construction Work Plan – Project Manager
- ✓ Caney Fork Electric Cooperative, TN: Long-Range Plan, Construction Work Plan, Load Forecast Report – Project Manager
- ✓ East Kentucky Power Cooperative, KY: Transmission & Substation Arc Flash Study – Project Manager
- ✓ Fort Loudoun Electric Cooperative, TN: Coordination Study, Arc Flash Study, CVR study – Project Manager
- ✓ Grayson Rural Electric Cooperative Corporation, KY: Construction Work Plan, Coordination Study, Arc Flash Study – Project Manager
- ✓ Harrison Rural Electric Membership Corporation, IN: Construction Work Plan, Arc Flash Study – Project Manager
- ✓ Licking Valley Rural Electric Cooperative Corporation, KY: Construction Work Plan, Coordination Study, Arc Flash Study – Project Manager
- ✓ Utilities District of Western Indiana Rural Electric Membership Corporation, IN: Long Range Plan, Construction Work Plan, Coordination Study, Arc Flash Study – Project Manager
- ✓ Volunteer Energy Corporation, TN: Long Range Plan, Construction Work Plan, Substation One-Ownership Study – Project Manager
- ✓ Yampa Valley Electric Association, CO: Arc Flash Study – Project Manager

CenterPoint Energy, IN (2019-Present): To follow-up on the successful CVR pilot for Buckwood Substation, CenterPoint called on Mr. Mullen again to provide Program Management services to expand the program to the East Side and Fairlawn substations. For each of the implementations following the pilot, the CVR products and vendors have evolved based on feedback from CenterPoint's stakeholders. For the most recent Fairlawn CVR implementation, CenterPoint has elected to replace the AdaptiVolt CVR system (from Utilidata) with a custom application utilizing an Orion RTU from NovaTech, replace the Beckwith capacitor controls with controls from Sweitzer Engineering, and convert the S&C SpeedNet radio system to cellular communications to better align with its distribution automation (DA) standards and streamline the integration with SCADA, existing IT systems and compliance requirements. Mr. Mullen worked closely with CenterPoint stakeholders, construction contractors and product vendors to keep the CVR implementation on schedule to meet the M&V requirements of the Indiana Utility Regulatory Commission.

Entergy (2018-2019): Mr. Mullen served as a Subject Matter Expert in collaboration with Entergy's Grid Mod Team, advancing planning tools and processes to address the evolving distribution system shaped by automation, energy efficiency, electric vehicles, and distributed energy resources. His work focused on developing data-driven planning assessments and proof-of-concept studies to evaluate non-wired solutions as cost-effective alternatives to traditional infrastructure upgrades, while building stakeholder alignment and refining planning workflows. He contributed to advanced initiatives including time-series analysis tools, pilot programs, and evaluations of technologies such as DER, microgrids, distribution automation, volt/var optimization, demand response, and time-of-use rate impacts.

ENERCON

Tom Castle, PE

Principal Distribution Planning Engineer

EDUCATION: Professional Science Master's, Electric Power Engineering, Washington State University

Master of Business Administration, University of Kentucky

Bachelor of Science, Electrical Engineering, University of Kentucky

PROFESSIONAL ASSOCIATIONS: Professional Engineer, Kentucky

NOTABLE SKILLS: Transmission Protection, Distribution Engineering & Operations, Power Quality, DERMS, Power System Modeling

SUMMARY**:**

Mr. Castle serves as Principal Distribution Planning Engineer for the Power Delivery division at ENERCON. He leads the team evaluating the impacts of interconnecting distributed generation for distribution utilities and assists our utility clients with various engineering studies.

PREVIOUS PROFESSIONAL EXPERIENCE

East Kentucky Power Cooperative 11/15-2/26

- **Technical Leadership and SME Support**: Served as the primary technical expert for EKPC's 16 distribution cooperative engineers and operations personnel, providing advanced troubleshooting and solutions for complex grid issues. Acted as a subject matter expert in power quality, system reliability, and advanced distribution engineering.
- **Power Quality Management**: Lead EKPC's Power Quality team, overseeing detailed investigations and implementing solutions to enhance system performance. Provided technical resources and guidance to member systems to address and mitigate power quality concerns.
- **Advanced Grid Operations**: Managed the integration of Distributed Energy Resources (DER) into EKPC's network, optimizing grid efficiency and reliability. Worked closely with engineering teams to implement innovative technologies and practices that improve grid operations.
- **Distribution System Expertise**: Utilized extensive knowledge in distribution engineering to support system planning, design, and operational initiatives. Assisted member cooperatives with system upgrades, maintenance strategies, and infrastructure improvements to meet future demand.
- **Portfolio Management:** Oversaw a 350 MW portfolio of industrial and residential demand response, leveraging as an energy hedge and selling as a capacity resource into PJM. Managed capacity and energy settlements to balance risk for the 16 member systems.
- **Stakeholder Collaboration**: Facilitated collaboration among internal teams and member cooperatives on key technical issues including distributed generation integration and demand response enhancements. Fostered a culture of continuous improvement and innovation across the network.
- **Regulatory and Compliance Engagement**: Collaborated with regulatory bodies on technical matters, contributing to filings for state commissions. Provided expert testimony and ensure compliance with industry standards and regulations affecting distribution cooperatives.
- **Training and Development**: Mentored and trained engineering staff within EKPC and member cooperatives, sharing best practices in grid management and advanced troubleshooting techniques. Promoted professional development to build a highly skilled engineering workforce.

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Blue Grass Energy Cooperative 5/13-11/15

- **Key Accounts Management**: Managed key accounts for Blue Grass Energy's largest industrial customers, providing technical support and energy solutions.
- **System Engineering**: Conducted system protection, arc flash, and planning studies. Led the bid process for construction projects, modeled distribution lines, and staked lines for construction.
- **Operations Support**: Provided technical assistance to operations personnel for grid maintenance and system reliability improvements.

ENERCON

Jeffery Burgess, P.E.

Senior Engineer

Professional Years of Experience - 10

Education:

- B.S. in Electrical Engineering, Tennessee Technological University 2015

Professional Associations:

- Professional Electrical Engineer: TN, IA, and VA
- Registered with National Council of Examiners for Engineering and Surveying (NCEES)

Notable Skills:

- Software: Milsoft's WindMil Engineering Analysis, Eaton's CYME Power Engineering, DNV's Synergi Electric, ASPEN OneLiner, AcSELerator Quickset, ProView 5.5, Siemens DIGSI, ETAP, SKM PowerTools and ARCPRO.
- Areas of Expertise: Distribution planning for electric systems including capital improvement and master plans, capacitor placement, voltage optimization, and coordination and arc flash studies.

Mr. Burgess is a licensed professional engineer with more than 10 years of experience providing engineering and system planning services for electric utilities. He is also experienced with the application of a variety of transmission and distribution (T&D) and low-voltage engineering software to develop solutions that address system requirements and alleviate day-to-day operating problems.

PREVIOUS PROFESSIONAL EXPERIENCE

Employment History:

- 2013-2014 – Milliken & Company
- 2016-2022 – Leidos
- 2022-2023 – Power Centric Solutions
- 2023-Present – Enercon Services

2025-2026 – Power System Study – Knoxville Utilities Board (KUB).

Lead Engineer. Mr. Burgess participated as the lead engineer in performing power system study for KUB's Mark B. Whitaker Generator Switchgear (MBW). Mr. Burgess reviewed oneline models of KUB's MBW system ETAP. Mr. Burgess performed load

flow, short circuit and coordination analysis for the generator switchgear and developed recommended settings to improve system coordination and functionality.

2025-2026 – Wastewater, Water, and Gas Remote Stations Arc Flash Studies – Knoxville Utilities Board (KUB).

Lead Engineer. Mr. Burgess participated as the lead engineer in performing an arc flash study for KUB's wastewater, water, and gas Remote stations to identify hazard levels and to improve the safety of its workers. Mr. Burgess developed oneline models of KUB's remote stations equipment in ETAP. Mr. Burgess evaluated the systems using the available industry standards including IEEE 1584-2018, OSHA 910, and NESC 410, and developed a report detailing the analysis findings and recommendations to reduce risk to KUB's personnel.

2025 – Long Range Planning Study and Construction Work Plan – Palmetto Electric Cooperative (Palmetto).

Lead Engineer. Mr. Burgess served as the lead engineer with Palmetto to develop projects to address future loading issues, new feeder and substation locations, and asset management upgrades in the Palmetto distribution area. Mr. Burgess prepared the Windmil model to evaluate projects and determine their impact on the system, developed project write-ups and estimated costs of the projects for the twenty-year plan for Palmettos's consideration.

2025 – Transmission and Distribution Substation and Station Service Arc Flash Study – City of Ames Electric Department (City of Ames).

Lead Engineer. Mr. Burgess participated as the lead engineer in performing an arc flash study for City of Ames' transmission and distribution systems to identify hazard levels and to improve the safety of its workers. Mr. Burgess reviewed City of Ames' transmission model in Aspen Oneliner, distribution model in Windmil, and developed oneline models of City of Ames' station service equipment in ETAP. Mr. Burgess evaluated the systems using the available industry standards including IEEE 1584-2018, OSHA 910, and NESC 410, and developed a report detailing the analysis findings and recommendations to reduce risk to City of Ames' personnel.

2024-2025 – Distributed Energy Resources (DER)/Solar Impact Studies – Hoosier Energy (Hoosier).

Project Engineer. Mr. Burgess served as the project engineer for various DER studies with Hoosier to analyze a proposed DER installation and to determine the impact the installation would have on the distribution system's voltage, power factor, voltage flicker and potential reverse load flow. Mr. Burgess would then develop projects to address the issues determined in the impact study and work with Hoosier and his team to determine the costs.

2024-2025 – Long Range Planning Study and Construction Work Plan – CenterPoint Energy (CenterPoint).

Lead Engineer. Mr. Burgess served as the lead engineer with CenterPoint to develop projects to address future loading issues, new feeder and substation locations, and asset management upgrades in the CenterPoint distribution area. Mr. Burgess prepared the CYME model to evaluate projects and determine their impact on the system, developed project write-ups and estimated costs of the projects for the twenty-year plan for CenterPoint's consideration.

2023-2024 – Transmission and Distribution Substation and Station Service Arc Flash Study – East Kentucky Power Cooperative (EKPC).

Lead Engineer. Mr. Burgess participated as the lead engineer in performing an arc flash study for EKPC's transmission and distribution systems to identify hazard levels and to improve the safety of its workers. Mr. Burgess reviewed EKPC's transmission and distribution models in Aspen Oneliner and developed oneline models of EKPC's station service equipment in ETAP.

Mr. Burgess evaluated the systems using the available industry standards including IEEE 1584-2018, OSHA 910, and NESC 410, and developed a report detailing the analysis findings and recommendations to reduce risk to EKPC's personnel. Mr. Burgess conducted a presentation with the client to discuss the results and the next steps necessary to reduce the risk to EKPC's personnel.

2023-2024 – Long Range Planning Study and Construction Work Plan – Volunteer Electric Cooperative (VEC).

Project Engineer. Mr. Burgess served as the project engineer with VEC to develop projects to address future loading issues, new feeder and substation locations, and asset management upgrades in the VEC distribution area. Mr. Burgess prepared the WindMil model to evaluate projects and determine their impact on the system, developed project write-ups and estimated costs of the projects for the twenty-year plan for VEC's consideration.

2022-2023 – Conservation Voltage Reduction Analysis (CVR) – CenterPoint Energy Indiana (CenterPoint).

Project Engineer. Mr. Burgess served as the project engineer with CenterPoint to develop a list of substations on CenterPoint's system which were best suited for CVR implementation. Mr. Burgess reviewed the existing substations and feeders in CYME and performed various analyses to determine the necessary criteria to create a ranked list for CenterPoint's substations. Mr. Burgess developed a report and reviewed the findings with the client. Once the ranked list was reviewed and confirmed by

CenterPoint, Mr. Burgess performed volt-var optimization for the top substations to provide additional information for CenterPoint to aid in their CVR program.

2022-2023 – Grid Investment Program CYME and CYMTCC Analysis Validation – Georgia Power – Burns & McDonnell.

Lead Engineer. Mr. Burgess performed distribution planning reviews and analysis in CYME and CYMTCC. The analysis and validation review were part of a quality control process for the Grid Investment Program contractor work. In the review, details for sectionalizing, load flows, undergrounding, short circuit analysis, and protection settings were analyzed and compared to Georgia Power standards and industry best practices. Feedback was provided in standard template deliverables.

2021-2022 – System Recloser Coordination Program – Arkansas, Louisiana, Mississippi, and Texas - Entergy.

Lead Engineer. Entergy selected Mr. Burgess' team to assist in the development of recloser settings being implemented on their system. Mr. Burgess led the team in the development of a process to determine the appropriate recloser settings and perform coordination analysis for surrounding protective devices. Mr. Burgess led several training exercises with his team reviewing common coordination strategies, performed quality control for the settings developed, and created bi-weekly status reports for Entergy staff to review. Mr. Burgess and his team worked directly with Entergy staff to ensure all Entergy standards were followed in the development and implementation of the recloser settings.

2021 – Ten-Year Planning Study – Florida – Ocala Electric Utility.

Lead Engineer. Mr. Burgess served as the lead engineer with Ocala to develop projects to address normal and contingency loading issues, new feeder and substation locations, and asset management upgrades in the Ocala distribution area. Mr. Burgess performed single and double contingency analysis to better prepare projects for Ocala to provide a more reliable system to its customers. Mr. Burgess prepared the WindMil model to evaluate projects and determine their impacts on the system, developed project write-ups and estimated costs of the projects for the ten-year plan for Ocala's consideration.

2020-2021 – Ten-Year Planning Study – Virginia – Bristol Virginia Utility Authority.

Lead Engineer. Mr. Burgess served as the lead engineer with Bristol to develop projects to address normal loading issues, new feeder and substation locations, and asset management upgrades in the Bristol distribution area. Mr. Burgess prepared the WindMil model to evaluate projects and determine their impacts on the system and led conference call meetings with Bristol to review and incorporate Bristol's input. Mr. Burgess also developed project write-ups and estimated costs of the projects for the ten-year plan for Bristol's consideration.

2020-2021 – Transmission and Distribution Arc Flash Analysis and Mitigation Study – Iowa Muscatine Power & Water (MP&W).

Lead Engineer and Subject Matter Expert. Mr. Burgess participated as the lead engineer and subject matter expert in performing an arc flash study for MP&W's transmission and distribution systems to identify hazard levels and to improve the safety of its workers. Mr. Burgess reviewed MP&W's transmission and distribution models in PSSE and CYME, respectively. Mr. Burgess evaluated the systems using the available industry standards including IEEE 1584-2018, OSHA 910, and NESC 410, and developed a report detailing the analysis findings and recommendations to reduce risk to MP&W's personnel. Mr. Burgess conducted a review call with the client to discuss the results and the next steps necessary to reduce the risk to MP&W's personnel.

2019 – Long-Range Plan, Coordination Study, and Arc Flash Study – Minnesota – Shakopee Public Utilities.

Project Engineer. Mr. Burgess participated as the project engineer with his team and SPU to develop projected load densities for a planned annexation, potential commercial and residential developments, and base growth for a fifteen-year load forecast. Mr. Burgess prepared the WindMil model for two load scenarios and reviewed the single contingency loading capabilities of the existing system with future loading. Mr. Burgess developed four alternatives with two load scenarios for SPU's consideration. Upon completion of the long-range plan, Mr. Burgess used the updated WindMil model to prepare the coordination and arc flash results. SPU replaced electromechanical relays used for its feeder protection with digital relays, and Mr. Burgess evaluated the settings for the new digital relays that provided proper coordination with downline devices. Mr. Burgess used the devices' capabilities to limit the arc flash potential for SPU personnel.

Sean Dwyer, PE

Senior Distribution Manager

Professional Years of Experience - 12

EDUCATION: Bachelor of Science in Mechanical Engineering, University of Florida

PROFESSIONAL ASSOCIATIONS: Licensed P.E. in State of Georgia (PE054557)

NOTABLE SKILLS: Microsoft Office, PoleForeman, AutoCAD, GE Small World Designer Manager, JETS, SAP, WMS, ESRI/ArcFM, CYME, Onbase

SUMMARY:

Sean Dwyer serves as a Senior Distribution Manager for ENERCON's Power Delivery Division. He brings over 12 years of experience in electric utility distribution engineering, project leadership, and team management. Mr. Dwyer has extensive experience overseeing the design of overhead and underground distribution systems, supporting major investor-owned utilities, and leading multidisciplinary engineering teams across multiple offices.

He is responsible for ensuring high-quality deliverables, maintaining project schedules and budgets, and acting as a key point of coordination between ENERCON and its utility clients. Mr. Dwyer is frequently engaged in pre-engineering, pre-construction, and stakeholder coordination meetings and provides senior leadership during storm response and damage assessment efforts.

ENERCON PROFESSIONAL EXPERIENCE

Senior Distribution Manager
ENERCON Services, Inc. | *May 2023 – Present*
Representative Clients: Alabama Power, Georgia Power, Florida Public Utilities Corporation (FPUC), Entergy, CenterPoint Energy, Minnesota Power

- Leads distribution engineering teams across multiple ENERCON offices, including Kennesaw, GA; Pensacola, FL; Dallas, TX; and Houston, TX.
- Oversees the design of overhead and underground 13 kV and 23 kV distribution systems, system upgrades, and infrastructure modifications.
- Provides senior-level QA/QC reviews of engineering deliverables.
- Coordinates closely with client project managers, construction teams, and stakeholders to ensure on-time, compliant designs.
- Directs engineering support during storm response events, including damage assessment and restoration efforts.

Distribution Supervisor
ENERCON Services, Inc. | *June 2022 – May 2023*
Representative Clients: CenterPoint Energy, Alabama Power, Entergy, TECO SPP, GDOT, American Sugar Refineries

- Supervised multiple distribution leads and design teams.
- Performed quality reviews of engineering submittals for overhead and underground projects.
- Developed and maintained design processes and procedures to improve consistency and efficiency.
- Supported proposal development, workload forecasting, and staff planning.
- Provided oversight for the Alabama Power Lateral Undergrounding Program.

Associate Distribution Supervisor
ENERCON Services, Inc. | *December 2020 – June 2022*
Representative Clients: CenterPoint Energy, Alabama Power, Entergy, TECO SPP, GDOT, American Sugar Refineries

- Managed distribution and drafting leads responsible for utility design projects.
- Conducted QA/QC reviews and supported process improvement initiatives.
- Assisted with resource planning and project delivery across multiple clients.

Lead Distribution Engineer
ENERCON Services, Inc. | *April 2018 – December 2020*
Client: CenterPoint Energy

- Led teams of distribution engineers delivering construction drawings, material lists, and structural analyses.
- Coordinated with construction, permitting, and environmental teams to ensure constructible designs.
- Provided engineering support during construction, including design revisions and field changes.
- Led pre-engineering activities, scoping documentation, and pre-construction meetings.

Distribution Engineer
ENERCON Services, Inc. | *December 2015 – April 2018*
Clients: Florida Power & Light (FPL), CenterPoint Energy

- Supported utility projects including voltage conversions, reconductoring, underground cable replacement, SCADA device replacement, and system hardening programs.
- Performed field engineering and utilized CAD and GIS-based design tools to support project execution.

ENERCON

Alex Fowlkes

Associate Manger

Professional Years of Experience - 11

EDUCATION: Bachelor of Science, Geography, Jacksonville State University

PROFESSIONAL ASSOCIATIONS: Certificate in Geographic Information Systems, University of West Florida

NOTABLE SKILLS: ArcGIS, AutoCAD, Pole Foreman, SPIDA Calc, O-calc

SUMMARY**:** Mr. Fowlkes serves as an Associate Manager for Power Delivery and currently works in the Pensacola, FL office. He has 11 years of experience in the power delivery industry.

ENERCON PROFESSIONAL EXPERIENCE

Associate Manager / Gulf Region / Pensacola, FL
Mr. Fowlkes currently works as an Associate Manager in the Pensacola, FL office. He oversees 2 lead engineers and staff across 4 offices. His main clients include Entergy, FPL, and Duke Energy. 05/25 – Current

Principal Engineer / Pensacola, FL
In the Principal Engineer role, Mr. Fowlkes worked on PGE's 10k program where he designs feeder and lateral underground conversions. 04/24 – 05/25

Associate Distribution Supervisor / SSUP FPL / Lake Mary, FL
Mr. Fowlkes oversaw a team of 3 Lead Engineers and their teams. Mr. Fowlkes mainly worked on the SSUP FPL Program. This program focuses on converting existing overhead laterals to looped underground systems to decrease the number and length of power outages experienced by customers. 08/22 – 04/24

Lead Distribution Engineer / GPC / Kennesaw, GA
Mr. Fowlkes worked on the Georgia Power Grid Investment Program. This program focuses on upgrading distribution infrastructure across the power grid in Georgia to decrease the number and length of power outages experienced by customers. His specialty is in converting traditional overhead distribution circuits to underground systems via directional drilling. Mr. Fowlkes oversaw a team of 4 engineers. 01/20 – 08/22

Distribution Specialist / Vectren / Kennesaw, GA
Mr. Fowlkes worked on a Distribution Design contract with Vectren. On this project he performed field data collection and distribution engineering to support Vectren's ongoing effort to upgrade old 4kV overhead circuits to 12kV as well as replacing old direct buried underground circuits to enhance reliability. 08/19 – 02/20

Construction Inspector / Vectren / Evansville, IN
Mr. Fowlkes spent a year in Evansville, IN working with Vectren where he supported underground power utility construction projects. In this role, he coordinated between the engineering/operations departments and the construction contractor to ensure project scope and schedule were met. In addition to these tasks, he inspected work done by the contractor to certify that Vectren Engineering and Construction standards were upheld. 10/18 – 08/19

Distribution Specialist / Florida Power & Light / Kennesaw, GA
When Mr. Fowlkes first joined ENERCON he gained experience working on the Distribution Hardening Project for Florida Power & Light (FPL). On this project he performed field data collection, distribution engineering, and structural analysis of utility poles. This analysis was used to strengthen and enhance (i.e., harden) FPL's electrical grid by designing power distribution lines and pole configurations to withstand high speed winds, upgrading older materials with more reliable, modern counterparts, and upgrading conductors to accommodate larger capacity. 12/17 – 10/18

PREVIOUS PROFESSIONAL EXPERIENCE

Davey Resource Group 2014 - 2017

Various Roles / Pedernales Electric, Google Fiber, Consumers Energy, Charter Communication / North America
Prior to joining ENERCON, Mr. Fowlkes worked as a Utility Systems Specialist/Project Coordinator for Davey Resource Group. Mr. Fowlkes worked on many different contracts including field engineering, make ready design and storm response for various clients.

ENERCON

KAELAN HIGGINS

Lead Distribution Engineer

Professional Years of Experience - 3

EDUCATION: Bachelors, Mechanical Engineering, University of West Florida

LICENSES: Engineering Intern (EI) Endorsement from FBPE

NOTABLE SKILLS: Pole Foreman, JETS, Katapult, JUMS, AutoCAD, SolidWorks, C, Microsoft Office, MATLAB, Arduino, Bentley Open Utility Designer, Maximo, Distribution Design

SUMMARY**:** Mr. Higgins serves as a Lead Distribution Engineer for the Power Delivery division at ENERCON. He oversees the designs of several projects for various grid improvement projects and acts as a quality reviewer for the Duke Energy program within the Gulf Region Team. He is responsible for managing a team of 4 distribution engineers, as well as performing engineering design and analysis for Duke Energy distribution projects including reconductors, pole replacements, maintenance, and smart grid projects. He has performed one survey for SOCO – APC to gather field data for Make Ready Designs.

ENERCON PROFESSIONAL EXPERIENCE

Lead Distribution Engineer / Duke Energy / Pensacola, FL
Mr. Higgins is responsible for leading & managing a team of 4 distribution engineers, reviewing Duke Energy projects for quality assurance, and design & analysis of distribution projects such as reconductors, pole replacements, maintenance, and smart grid. **01/26-Present**

Distribution Engineer / Duke Energy / Pensacola, FL
Mr. Higgins served as a distribution engineer performing design & analysis for projects including reconductors, pole replacements, maintenance, and smart grid. **06/25-01/26**

PREVIOUS PROFESSIONAL EXPERIENCE

CAD Manager / UG & OH Permitting in FL, GA, & AL / Pensacola, FL

For this project, Mr. Higgins managed a team of 10 Cad Technicians & Administrators to create permit drawings utilizing AutoCAD for the installation, removal, or maintenance of underground and overhead communication lines. This involved personally reviewing ~1.5 million feet permit drawings for entities such as FDOT, GDOT, ALDOT, railways, counties, and cities throughout Florida, Georgia, and Alabama. **07/24-06/25**

Lead Project Engineer / PLA Projects / Pensacola, FL

Mr. Higgins led a team of 5 engineers & engineering technicians on Pole Foreman projects in Arizona, Nevada, Colorado, and Mississippi for a total of ~5,000 poles analyzed and Make-readied. While leading this team, Mr. Higgins completed JETS work orders regarding Pole Change-outs and Maintenance utilizing JETS, JUMS, DistGIS, and Pole Foreman. **01/24-07/24**

ENERCON

CAD Technician

Mr. Higgins was responsible for creating schematics and drawings using AutoCAD. Experienced in specifications required by the Florida Department of Transportation. Collaborated with engineers and associates to provide accurate drawings up to code. Addressed and revised design problems and revisions of schematics to provide accurate representation of what is physically required by the workers. **04/23-01/24**

ENERCON

Warner Patterson P.E.

Senior Substation Engineer

Professional Years of Experience - 14

EDUCATION: Bachelor of Science, Electrical engineering, Auburn University

NOTABLE SKILLS: AutoCAD, VTScada, SEL acSELerator Suite, Milsoft Lightable and Windmill, Omicron Arco and Test Universe, Microsoft Suit

ENERCON PROFESSIONAL EXPERIENCE

Mr. Patterson serves as a Senior Substation Engineer in the Power Delivery division at ENERCON. He designs and supports electrical substations from concept through construction and commissioning. This includes developing substation drawings and layouts, performing engineering studies such as grounding, protection, short-circuit, coordination, and equipment sizing analyses, and creating protective relay settings. He also prepares technical specifications and construction work scopes, collaborating with multidisciplinary engineering teams to deliver high quality designs that meet client and industry standards. Additionally, he provides field support during construction and commissioning activities when needed.

PREVIOUS PROFESSIONAL EXPERIENCE

CITY OF LAKE WORK BEACH ELECTRIC UTILITY 03/21-06/26

Transmission & Substation Manager / 6th Ave SS / Lake Worth Beach, FL
Oversaw project to build 26kV metal-clad switchgear station to replace old 4kV open air station. Special features of station include automatic breaker racking, underground fault detection to block reclosing, fast bus tripping via IEC 61850 and arc flash sensors, and dual RTU configuration for maximum device communications to SCADA. 2024-2026

Transmission & Substation Manager / Canal Transmission & Distribution Station / Lake Worth Beach, FL
Oversaw project to build additional 138kV tie line to the City of Lake Worth beach. This included in installation of 138kV ring bus and two 138/26kV 50MVA transformers each feeding a separate bus with 4 feeders and bus tie in the middle. 2022-2024

Relay P&C Engineer / Main Yard Upgrade / Lake Worth Beach, FL
This upgrade replaced insulators and switches, relocated relays to a centralized control house, and segmented existing buses into six sections using motor-operated switches. Mr. Patterson procured equipment, reviewed protection settings and diagrams, and modified SCADA and RTU configurations. He assigned network IPs, verified installation quality, responded to contractor RFIs, and collaborated with internal teams to plan switch order energizations. 2021-2023

Relay P&C Engineer / 7th Ave SS / Lake Worth Beach, FL
This project rebuilt a 26.4kV/4kV distribution station into a 26.4kV switch station. Mr. Patterson reviewed and corrected engineering schematics, coordinated material logistics, and performed site quality assurance. He modified SCADA systems, assigned IP addresses, and commissioned controls and alarms. He tested relay settings for breakers, reclosers, and regulators, configured auxiliary alarms, participated in project meetings, and planned switch order energizations. 2021-2022

ENERCON

GEORGIA POWER 05/18-11/20

Protection & Control Field Services Test Engineer / Marietta, GA
Commissioned and tested protective relays, control systems, and communication equipment for substations. Supported construction and executed routine maintenance. Participated in 24/7 emergency on-call rotation.

SOUTHERN COMPANY SERVICES 10/11-05/18

Protection & Control Design Engineer / Forest Park, GA
Designed protective relay & control schemes for greenfield and brownfield substations.
Performed damage assessment of sublations and distribution feeders during storm restoration.

Protection & Control Design Engineer / Birmingham, AL
Designed protective relay & control schemes for greenfield and brownfield substations.
Performed damage assessment of sublations and distribution feeders during storm restoration.

APPENDIX B

SCHEDULE

| | 2026 | | | | | | | | | | | | | 20 | | | | | | | | | | | | |

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	Holiday																				Holiday				Holiday	Holiday											
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	5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep	27-Sep	4-Oct	11-Oct	18-Oct	25-Oct	1-Nov	8-Nov	15-Nov	22-Nov	29-Nov	6-Dec	13-Dec	20-Dec	27-Dec	3-Jan	10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	6-Mar	13-Mar	20-Mar	27-Mar
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	3-Apr	10-Apr	17-Apr	24-Apr	1-May	8-May	15-May	22-May	29-May	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep	25-Sep	2-Oct	9-Oct	16-Oct	23-Oct	30-Oct	6-Nov
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Whole system testing																															
Lessons Learned																															
Training Program																															

APPENDIX C

PMP (Project Management Plan) Template

PROJECT MANAGEMENT PLAN

All blue italicized instructions and examples shall be removed from each section of the PMP prior to submittal to DOE.

Project Title
Contract #:
Original or Revision X
Date Prepared

SUBMITTED BY
Organization Name

SUBMITTED TO
U. S. Department of Energy

EXECUTIVE SUMMARY

Provide a synopsis of the overall project that briefly describes the scope, technical approach, objective(s), goals, and expected results.

RISK MANAGEMENT

Complete the following table to identify both internal and external risks (i.e., technical, resource, management, etc.), that may impact the likelihood of project success. For each identified risk, indicate any relevant task/subtask, likelihood of occurrence, and the extent and potential impact on successful project completion.

RISK MANAGEMENT LOG			
Risk	**Likelihood** (High, Medium, Low) **Impact** (High, Medium, Low)	**Potential Impact**	**Mitigation Strategy**
Add/Remove rows as needed.			

MILESTONE LOG

Provide a summary of appropriate milestones throughout the project to demonstrate success.

MILESTONE SUMMARY				
Milestone Number *(sequential numbering of milestones)*	**Milestone**	**Task/ Subtask Number**	**Planned Completion Date**	**Verification Method** *(Method for verifying success)*
Add/ Remove rows as needed.				

FUNDING AND COSTING PROFILE

Complete the following table to outline the planned spending for each quarter during the project. The list should correspond to the Federal Fiscal Year (FY). For example, "FY21, Q1" would refer to the quarter that began October 1, 2020.

Quarter	Quarter Total
FY##, Q1	
FY##, Q2	
FY##, Q3	
FY##, Q4	
FY##, Q1	
Add/Remove rows as needed.	
TOTAL	

PROJECT TIMELINE

Provide a timeline of the project broken down by each task.

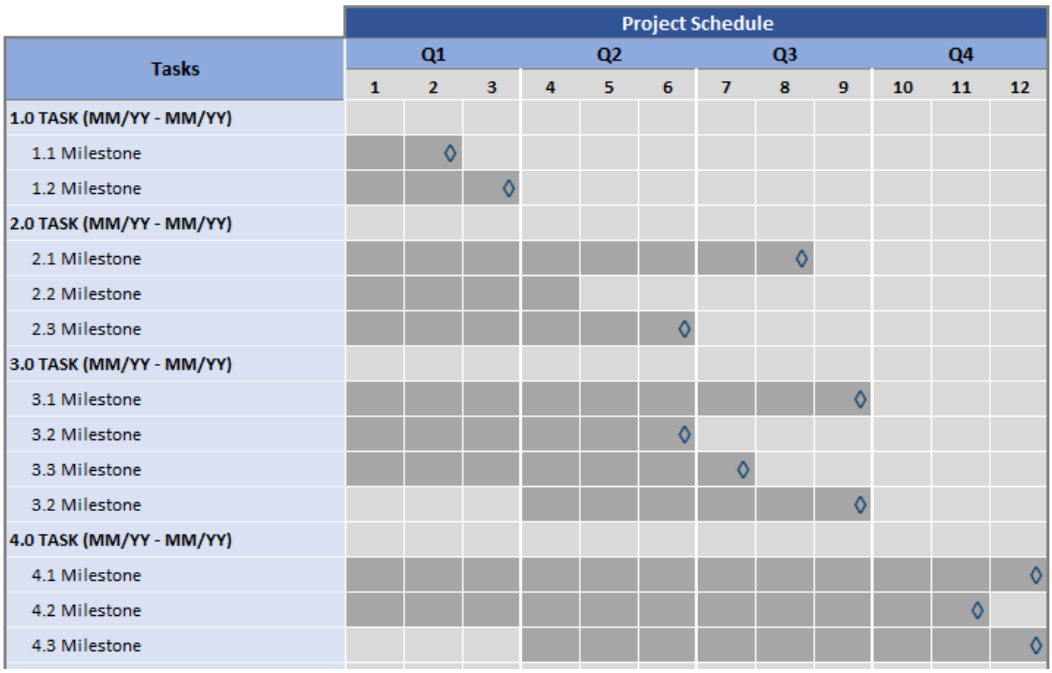


Exhibit "2"

Federal Contract Provisions with GRIP Terms

The words "contract" and "agreement" are used interchangeably throughout this document. The words "contractor" and "consultant" are used interchangeably throughout this document.

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this task order which is funded in whole or in part with any federal or other funding where the following terms are applicable:

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants must be US Citizens.

Equal Employment Opportunity. During the performance of the resulting Task Order, the Consultant agrees as follows:

(1) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(3) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(4) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(5) In the event of the Contractor's noncompliance with the clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(6) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules. regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and

subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the CITY, and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act
(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.
Contractors who apply or bid for an award of $100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.
(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.
(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.
By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Domestic preferences for procurements.
(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
(2) For purposes of this section:
(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.
(1) The Contractor is prohibited from obligating or expending loan or grant funds to:
(a) Procure or obtain;
(b) Extend or renew a contract to procure or obtain; or
(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the CITY shall prioritize available funding and technical support to assist affected businesses, institutions

and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Compliance with the Davis-Bacon Act. (if applicable)

a. All transactions regarding this contract shall be done in compliance with t Subchapter IV of Chapter 31 of Title 40, United States Code and its implementing regulations in 29 C.F.R. pts. 1, 3, and 5. The contractor shall comply with Subchapter IV of Chapter 31 of Title 40, United States Code and its implementing regulations in 29 C.F.R. pts. 1, 3, and 5..

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. Current Davis Bacon wage determination for Heavy Construction shall be attached to each Work Order if Federal Funds are utilized.

e. In accordance with 29 C.R.F. Part 5.5, Contractor shall include the following provisions in full in all subcontracts:

(a) Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages-

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers

and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its re-procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls —

(i) Basic record requirements —

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements —

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full

weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access —

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of

appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime

contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

Intellectual property provisions and contact information

The applicable intellectual property provisions may be provided as an attachment. A list of intellectual property provisions may be found at http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards.

Supplies

Contractor agrees to comply with the conditions set forth in 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award. Contractor further agrees to comply with 2 CFR Part 200.453 pertaining to materials and supply costs, including costs of computing devices.

Intangible Property

Contractor agrees to comply with 2 C.F.R Parts 200.59, 200.315, and 910.362 regarding title to intangible property, such as trademarks, copyrights, patents, and patent applications.

Performance of Work
All work under this contract shall be performed in the United States.

Lobbying Restrictions
Contractor shall not expend, directly or indirectly, any funds obligated under this contract to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913.

Export Controls
The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Contractor is responsible for ensuring compliance with all applicable United States Export Control laws and regulations to any work performed under this contract.

Contractor must immediately report to DOE any export control investigations, charges, indictments, convictions, and violations upon occurrence, and for convictions/violations, provide the corrective action(s) to prevent future convictions/violations.

Build America, Buy America ("BABA")
To the greatest extent practicable, all equipment and products purchased with funds made available in connection with this contract should be American-made.

Contractor must comply with Buy America Requirement.

1. Definitions
    a. "Buy America Preference, Buy America Requirement, or domestic content procurement preference" means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
        i. all iron and steel used in the project are produced in the United States;
        ii. the manufactured products used in the project are produced in the United States; or
        iii. the construction materials used in the project are produced in the United States.
    b. The Buy America Requirement does not apply to non-public infrastructure. For guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.
    c. Other relevant definitions can be found in 2 C.F.R. 184.

2. Buy America Requirement for Infrastructure Projects (Buy America Requirement)
    None of the funds provided under this contract may be used for a project for infrastructure unless:
    a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
    b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the costs of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law

or regulation. See 2 C.F.R. 184.5 for determining the cost of components for manufactured products; and

c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See C.F.R 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

a. Iron or steel products;
b. Manufactured products; or
c. Construction materials.

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials. Section 70917(c) materials, on their own, are not manufactured products, and should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements. Further clarification is provided in 2 C.F.R. 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 C.F.R. 184.3; (ii) a new definition of “section 70917(c) materials” at 2 C.F.R. 184.3; (iii) new instructions at 2 C.F.R.184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 C.F.R. 184.4(f) on how to apply the Buy America preference by category.

3. Certification of compliance. Contractor must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this contract. Contractor must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 C.F.R. 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials to the CITY.

Telecommunications and Video Surveillance Services and Equipment
In accordance with 2 C.F.R. 200.2016, Contractor is prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain;
3. Exercise an option to procure; or
4. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    b. Telecommunications or video surveillance services provided by such entities or using such equipment.
    c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Directo of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
    d.

For additional information, see Public Law 115-232.

Foreign Government-Sponsored Talent Recruitment Programs
Contractor is prohibited from participating in, or permitting its subcontractors to participate in, a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk.

1. A Foreign Government-Sponsored Talent Recruitment Program is an effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometime through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take any forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. A Foreign County of Risk is a DOE designated country, including Iran, North Korea, Russia, and China. Such designations are subject to change.

Transparency of Foreign Connections
Contractor must notify the DOE within fifteen (15) business days of learning of the following circumstances:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;

2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country or risk or foreign entity based in a country of risk;

3. Any current or pending change in ownership structure of the Recipient or subrecipient that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivatives securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);

4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;

5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and

6. Any changes to the Contractor's board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.

7. Any proposed changes to the equipment used on the project that would result in:
    a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
    b. Coded equipment where the source code is written in a foreign country of risk.
    c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
    d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Duplicative Funding
Contractor must notify the CITY if Contractor has or receives any other award of federal funds for activities that potentially overlap with the activities funded under the contract.

Construction Signage
Contractor is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (https://www.energy.gov/design).

Reporting, Tracking and Segregation of Incurred Costs
Contractor shall keep separate records for funds in connection with this contract and must ensure those records comply with the requirements of all applicable Federal, State, and local laws, regulations, DOE policy and guidance, and terms contained herein.

Interim Conflict of Interest Policy
Contractor shall comply with the DOE interim Conflict of Interest Policy for Financial Assistance ("COI Policy"), as applicable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the CITY's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3) The certification in this clause is a material representation of fact upon which reliance was placed when the CITY determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the CITY, the CITY may terminate this transaction for cause or default.
4) The prospective primary participant shall provide immediate written notice to the CITY if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the CITY, the CITY may terminate this transaction for cause or default.
7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Daniel E Scherle
Signature of Contractor's Authorized Official

DANIEL E SCHERLE - DIRECTOR, DIST. ENG.
Name and Title of Contractor's Authorized Official

Date 10-02-2026

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor ENERCON certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Daniel E Scherce
Signature of Contractor's Authorized Official

DANIEL E SCHERCE - DIRECTOR, DIST ENG.
Name and Title of Contractor's Authorized Official

10-02-2026
Date