

**STATE OF OREGON DEPARTMENT OF ENERGY
GRANT AGREEMENT
(Grid Resilience Grant Program)**

RECIPIENT TYPE:

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as “Agency,” and XXXXXX, hereinafter referred to as “Recipient.” Agency and Recipient may be referred to individually as a “Party” or collectively as the “Parties.”

I. PURPOSE AND AUTHORITY

- A. Agency is the recipient of a grant from the U.S. Department of Energy, hereinafter referred to as “DOE.” This agreement is made available to the Recipient through a subaward of this grant:

Federal Funding Agency (abbreviation):	DOE
CFDA:	81.254
Federal Grant Number:	DE-GD0000038; Modification 001
Federal Grant Name:	Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes
Date of Award:	July 22, 2024
Total amount of Federal Grant Award:	\$30,899,033

- B. Agency enters this grant agreement under this award to reimburse Recipient for expenses not to exceed \$[insert amount] of implementing a project to [insert project description] referred to as the _____ (“Project”) where Agency is carrying out the purpose of the federal award pursuant to its authority contained in ORS 469.030(2).

II. TERM OF AGREEMENT

This agreement takes effect on the date of the last signature below (“Effective Date”) and unless terminated or extended, this grant agreement expires on April 30, 2031 (“Expiration Date”). The period from the Effective Date to April 30, 2030, is referred to as the “Performance Period.” Agency will make no payment for any services performed or expenses incurred outside of the Performance Period.

III. AGREEMENT DOCUMENTS

This agreement consists of the following documents, which are listed in descending order of precedence and attached hereto and by this reference made a part hereof:

This Agreement less all exhibits:

- Exhibit A: Project Description and Budget.
- Exhibit B: Federal Compliance Terms.
- Exhibit C: Department of Energy Assistance Agreement DE-GD0000038; modification 0001.
- Exhibit D: Special Reporting Instructions.
- Exhibit E: Insurance Requirements.
- Exhibit F: Administrative Summary.
- Exhibit G: Invoice Template.
- Exhibit H: Federal Prevailing Wage Determinations.

IV. RECIPIENT'S OBLIGATIONS

A. Implement Project. The Recipient will:

1. implement the project, as described in Exhibit A, and comply with all applicable conditions, including those stated in Exhibits B and C.
2. request a formal amendment to the project if needed. Certain changes to the project may only be made via formal amendment to this Agreement, as identified in Section IV. G. Questions regarding amendment requirements should be directed to the Agency, not the DOE.
3. assume sole liability for Recipient's breach of the conditions of the grant, and shall, upon Recipient's breach of grant conditions that causes or requires the State of Oregon to return funds to the U.S. Department of Energy, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to the U.S. Department of Energy.

B. Match. Recipient is required to provide a [insert one-third or one-hundred percent based on utility size] match of funds provided under this Agreement and must comply with requirements set forth in [2 CFR 200.306](#).

C. Performance and Financial Reporting. Recipient will be required to provide the following reports to the Agency at the specified frequency throughout the duration of the project agreement.

1. Weekly:

1. Davis-Bacon Certified Payroll – All laborers and mechanics employed by the Recipient, contractors or subcontractors of the Recipient in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). If the project requires it, Recipient is responsible for maintaining an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to the Agency through the DOE-provided DBA software application. Submission is required within 7 days of each pay period as part of its compliance with the Davis-Bacon Act, unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use of access. The recipient should indicate if they will seek a waiver. The Recipient, contractors and subcontractors shall complete DOE prescribed training for access to the mandatory DBA certified payroll reporting application.

2. Quarterly:

1. Quarterly Progress Reports (QPR) – Recipient is required to submit a QPR for the project on a quarterly basis. This report summarizes the entirety of work performed by the Recipient and contractors and includes:
 - i. Major Accomplishments During Reporting Period;
 - ii. Planned Work for Next Reporting Period;
 - iii. Items of Note;

- iv. Baseline Budget and Incurred Cost Table;
- v. Milestone Information;
- vi. Build Metrics; and
- vii. Risk Management Log.

QPR must be submitted to the Agency, in the manner specified by the Agency, no later than the 15th of the month following the quarterly reporting period (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31), including final reporting period/award closeout.

3. Annual:

1. Annual Program Metrics and Impact Report - This report summarizes the entirety of work performed by the Recipient and contractors and includes:
 - i. Project Status;
 - ii. Impact Metrics;
 - iii. Job Creation and Training;
 - iv. Workforce Demographics;
 - v. Community Engagement Activities; and
 - vi. Community Engagement Events.

Annual Program Metrics and Impact Report must be submitted to the Agency, in the manner specified by the Agency, no later than the 15th of the month following the end of the federal fiscal year (October 1-September 30), including final reporting period/award closeout.

2. Annual Independent Audit - As required by 2 CFR 200 Subpart F, non-federal entities that expend \$1,000,000 or more in federal awards during the non-federal entity's fiscal year must have a single or program-specific audit conducted. The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit). The annual independent audits must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is not a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance. Annual Audit must be submitted to the Agency, in the manner specified by the Agency, within the earlier of 30 days after receipt of the auditor's annual report(s) or 9 months after the end of the audit period (recipient's fiscal year-end).

4. Award Closeout:

1. Tangible Personal Property Report – Recipient must submit a final inventory of and request disposition instructions for any federally owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000.

This final inventory must be submitted to the Agency within 30 days after expiration or termination of the award. If disposition occurs at any time other than award closeout, the Recipient shall notify the Agency. Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions to the Agency.

5. Special Reporting. See Exhibit D for Special Reporting requirements and instructions.

D. Grant Reimbursement Requests

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must submit the final request for reimbursement to Agency within thirty (30) calendar days of termination of the Performance Period or earlier termination of this Agreement and is due no later than May 30, 2030.
2. **Request for Reimbursement.**
 1. Recipient may be reimbursed up to two-thirds of award amount after the start of construction or installation for allowable costs paid by the recipient. Recipient may request reimbursement each January 15 and July 15 during the performance period. Reimbursement requests must include receipts, paid invoices and cancelled checks. Request must also include an accounting of current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, Indirect Costs, (if contained in the budget depicted in Exhibit A), and the total of current and cumulative match.
 2. Agency shall disburse, the remaining grant funds, upon completion of the project as described in Exhibit A, and completion of all close-out requirements under Section IV K., and receipt of a final reimbursement request. Recipient must request the reimbursement amount and include supporting receipts, paid invoices and cancelled checks. Request must also include an accounting of current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, Indirect Costs, (if contained in the budget depicted in Exhibit A), and the total of current and cumulative match.
 3. Requests for reimbursement must be signed and contain the following (or a substantially similar) certification: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
 4. Requests for reimbursement must contain a completed Invoice Template (Exhibit G).

- E. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs necessary for implementing the project, including allowable costs in the form of payments to subrecipients

and subcontractors, under the terms of this Agreement including all its Exhibits, and [2 CFR 200 Subpart E](#).

F. Dual Payment. The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by Agency for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.

G. Obtain Written Amendment prior to making changes. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both Agency and Recipient. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

1. **When Amendment Needed.** Recipient must request an amendment to this agreement prior to any of the following changes:

1. When the recipient determines that the budgeted amount within any budget category is going to change by an amount that exceeds 10% of the total grant funds, per [2 CFR 200.308](#).
2. If recipient revises the scope or objectives of the project (as identified in Exhibit A);
3. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
4. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this Agreement;
5. If the Recipient intends to purchase equipment with a per unit value of \$5,000 or more, and the costs have not been identified in Exhibit A;
6. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit A.

2. **Amendment Process.**

1. Any and all requests to Agency for Amendment(s) to this agreement must:
 - i. be in writing addressed to Agency's **[insert correct contact title]**;
 - ii. be made to Agency as early as possible because these types of changes may require prior approval of U.S. Department of Energy before the change can be implemented;
 - iii. be made to Agency at least 60 days prior to the expiration of the agreement; and
 - iv. state the reasons for the need to amend the agreement.
2. Upon receipt of any request for amendment to this Agreement, Agency will review the request and
 - i. If in agreement with the request, and if necessary, seek approval from U.S. Department of Energy promptly, and inform Recipient of U.S. Department of Energy's decision, including the date of U.S. Department of Energy approval, as soon as possible.

- ii. If an amendment is approved, prepare a written amendment for signature by Agency and Recipient.
- iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

H. Maintain Records. Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency, the Oregon Secretary of State's Office, the federal awarding agency and their authorized representatives to verify how grant funds were used.

1. Expenditures. All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this agreement from other federal and non-federal funding sources.
2. Funds Received. Recipient shall assume liability for all funds received pursuant to this agreement and shall assume responsibility for repayment to Agency of any expenditures not authorized by this agreement.
3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six years starting from the date of disposition, replacement or transfer of the real property or equipment.

I. Provide access to records. Recipient will provide access to Agency, the Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

J. Inspection. Recipient shall allow Agency to inspect the Project or its proposed location at any time during project development, installation or construction during normal working hours, following reasonable notice by Agency to Recipient.

K. Audits. Recipient is responsible to comply with audit requirements and standards under 2 CFR Part 200 as amended by 2 CFR Part 910.

L. Closeout. Agency will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:

1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.

4. Must promptly refund any balances of unobligated cash that Agency paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.
5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
6. Must account for any real and personal property, if any, acquired from this Agreement.
7. Complete all closeout actions no later than one year after receipt and acceptance of all required final reports.

V. AGENCY'S OBLIGATION

Provide funds. Agency agrees to pay Recipient the total sum not to exceed \$[insert amount] ("Grant Funds") to reimburse Recipient for the allowable costs of implementing the project as described in Exhibit A upon the following conditions:

- A. Agency has received sufficient funding, appropriations and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- B. Agency has determined that Recipient has satisfied applicable grant conditions.
- C. Agency will not pay for any project work performed before the beginning date or after the expiration date of the Performance Period identified in Section II.
- D. Agency is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to Agency more than thirty calendar days (30) days after the expiration of this Agreement.
- E. Agency will pay Recipient an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government, or if no such rate exists, either a rate negotiated between Agency and Recipient or a de minimis indirect cost rate as defined in 2 C.F.R. § 200.414.

VI. STANDARD CONDITIONS

- A. **Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit F.
- B. **Circumstances outside of Parties' Control.** Neither Agency nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.
- C. **Indemnity.** Recipient must indemnify, hold harmless, save, and (subject to ORS chapter 180) defend the State of Oregon, Agency and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages of whatsoever nature, kind or description related to the Project or resulting from or arising out of the acts, omissions, neglect or misconduct of Recipient or its subcontractors, subgrantees, agents, or employees under this Agreement or related to the Project.

[If the Recipient is a governmental entity use the following section "Contribution".]

Third-Party Tort Claims.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a Party to this Agreement (the “Notified Party”) with respect to which the other Party may have liability, the Notified Party must promptly notify the other Party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either Party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either Party’s liability to the other in regard to the Third-Party Claim.

If the Parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the Parties shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding. This Section shall survive termination of this Agreement.

Recipient shall take all reasonable steps to require its subgrantee(s) and contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS chapter 180), save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s subgrantee or contractor, including a contractor’s subcontractors, or any of the officers, agents, employees of the contractor (“Contractor Tort Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Agreement.

Indemnity; Release – Claims Other Than Torts.

Except for Third-Party Tort Claims and Contractor Tort Claims as provided above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, Agency, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Agreement the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, subgrantees, contractors, or agents.

Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act

as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, or Agency of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

D. State Tort Claims Act. Recipient is responsible for the acts, omissions, or negligence of its own officers, employees, agents, or subcontractors. Agency is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents. Recipient and its officers, employees, agents, subcontractors, or volunteers are not considered “officers, employees, or agents” of the State of Oregon as those terms are used in ORS 30.265.

E. Insurance.

1. Recipient shall obtain and maintain insurance that is substantially similar to the types and amounts of insurance that entities performing project work as set forth within Exhibit A would customarily obtain.
2. If the Project includes the construction, remodel, or repair of real property or improvements to real property, Recipient must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.
3. Recipient shall require its contractors or subgrantees to obtain and maintain insurance in the types and amounts indicated in Exhibit E.

F. Dispute Resolution and Consent to Jurisdiction.

1. If a dispute should arise out of this Agreement, the Parties may attempt in good faith to resolve the dispute short of litigation. This may be done through communication between the Parties at any management level, including at a level higher than persons directly responsible for administration of the Agreement or the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration), or both.
2. However, if a dispute is not resolved short of litigation, the Parties agree this Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the

eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

G. Termination and Default.

1. **For Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days of written notice to the other party. Upon termination under this paragraph by Recipient, Recipient shall repay Agency all amounts disbursed by Agency to Recipient under this Agreement. Upon termination by Agency under this paragraph, Agency will not be obligated to make payments for any work not completed by Recipient as of the date of the Notice of Termination.
2. **Agency Termination.** Agency may terminate this Agreement:
 1. Immediately upon written notice to Recipient, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its payment obligations under this Agreement.
 2. Immediately if Recipient commits any material breach or default of any covenant, warranty, obligation, or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement provided such breach or default is not cured within 30 days after receiving notice of such breach or default.
 3. Immediately upon written notice to Recipient if state or federal laws, regulations, or guidelines are modified, changed, or interpreted in such a way that Agency does not have the authority to provide Grant Funds for the project or no longer has the authority to provide the Grant Funds from the funding source it had planned to use.
3. **Remedies.** In the event a Party commits any material breach or default of any covenant, warranty, obligation, or other provision of this Agreement, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
 1. Withhold all monies due under the Agreement;
 2. Exercise a setoff against any amounts due under this Agreement;
 3. Wholly or partly suspend or terminate this Agreement;
 4. Institute the dispute resolution process as outlined in Section VI.F. of this Agreement; and
 5. Take other remedies that may be legally available.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

4. **Recipient's Obligation upon submittal or receipt of notice of termination.**

1. Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must submit a final project report for work completed prior to termination.
 2. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating Agency's grant or causes or requires Agency to return funds to the Federal Funding Agency, Recipient will return to Agency an amount equal to the funds which Agency is not reimbursed for or is required to return to Federal Funding Agency.
5. **Agency's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, Agency will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.
- H. No Third-Party Beneficiaries.** Agency and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. Non-appropriation.** Agency's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.
- J. Subgrants, Subcontracts and Assignment.**
1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without Agency's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
 2. Any subgrant or subcontract entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibits B and C.
 3. Any contract entered into under this agreement:
 1. Shall be awarded in accordance with 2 C.F.R. §200.317 to §200.326 Procurement Standards.
 2. Shall contain the applicable terms and conditions of Exhibits B and C.
 3. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses, ore expenses arising

from a tort (as now or hereafter defined in in ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

4. Recipient must require its first-tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit E of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.
- K. Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit B.
- L. Public Records.** All information and records submitted to Agency are subject to disclosure under Oregon's Public Records Law, as may be amended. If Recipient believes that any information or records it submits to Agency may be exempt from disclosure under the Public Records Law, Recipient must identify such information with particularity and include the following statement: "This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192 and is not to be disclosed except in accordance with the Oregon Public Records Law."

If Recipient fails to identify with particularity the portions of such information that Recipient believes are exempt from disclosure, Recipient is deemed to waive any future claim of non-disclosure of that information. Recipient understands and agrees that information it identifies as exempt from disclosure may be subject to disclosure in accordance with the Public Records Law.

[Prevailing Wage language to be used for those agreements where it applies.]

M. Prevailing Wage Requirements.

1. Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Recipient shall require its contractors and subcontractors to file separate work bonds with the Construction Contractors Board,

unless the contractor or subcontractor is exempt under ORS 279C.836 and OAR 839-025-0015.

2. When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).
3. Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (1) or (2) above.
4. When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
5. When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project.
6. When PWR applies, and before starting work, Recipient's contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring any subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.
7. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

N. Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

O. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on Recipient and Agency, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

P. Severability. The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- Q. Conflict of Interest.** Grantee by signature to this Agreement declares and certifies the award of this Grant and the project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- R. Construction.** The Parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to Agency.

RECIPIENT NAME

Signature

Printed Name/Title

Date: _____



STATE OF OREGON
Acting by and through its
OREGON DEPARTMENT OF ENERGY
("Agency")

Signature
Pandian Krishnaswamy, Assistant Director
Date: _____

Signature
Danae Hammitt, Designated Procurement Officer
Date: _____

Janine Benner, Director
Date: _____

Baseline Grid Resilience Grant Agreement
Approved for Legal Sufficiency in accordance with ORS 291.047
Jeffrey B. Grant, Senior Assistant Attorney General
By email March 7, 2024;

Baseline Grid Resilience Grant Agreement – Round 2
Approved for Legal Sufficiency in accordance with ORS 291.047
Jeffrey B. Grant, Senior Assistant Attorney General
By email October 3, 2025 (for Round 2 OA)

Remainder of the page left blank intentionally.

EXHIBIT A

FEDERAL AWARD IDENTIFICATION (TO INCLUDE PROJECT DESCRIPTION AND BUDGET)

Federal Award Information (as required by 2 CFR 200.332)		Response
Subrecipient's name	(Program Lead to enter, based on Subrecipient application)	
Subrecipient's unique entity identifier (UEI)	(Program Lead to enter, based on Subrecipient application)	
Federal Award Identification Number (FAIN)	(Enter FAIN)	DE-GD0000038
Federal award date of award to ODOE by the Federal agency	(Enter ODOE's Award Date)	June 30, 2023
Subaward period of performance start and end date	(Program Lead to enter, based on Section II of Agreement)	
Subaward budget period start and end date	(Program Lead to enter, based on Section II of Agreement)	
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient	(Program Lead to enter, based on Section I., subsection B. of Agreement, can expand to include budget per federal category)	
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation	(Program Lead to enter, may be the same as above, but may increase based on subsequent rounds of funding)	
Total amount of the federal award committed to the subrecipient by the pass-through entity	(Program Lead to enter, may be the same as above, but may increase based on subsequent rounds of funding)	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	(Program Lead to enter)	
Name of federal awarding agency, name of pass-through entity, and contact	(Enter federal contact information)	Amie M. Heath Phone: 304-413-6550 U.S. Department of Energy

information for awarding official of the pass-through entity.		National Energy Tech Lab 3610 Collins Ferry Road Morgantown, WV 26505-2353
Assistance Listing number and Title; the contributing agency must identify the dollar amount made available under each federal award and the Assistance Listing number at time of disbursement	(Enter federal award information)	81.254 Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes
Identification of whether the award is research and development (R&D)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	(Program Lead to enter, based on Subrecipient application)	

Remainder of the page left blank intentionally.

EXHIBIT B

FEDERAL COMPLIANCE TERMS

I. Project Title: [insert title]

II. Agency Project Specific Compliance Requirements:

Recipient must comply, and include such requirement in any contractual agreement with all subrecipients and subcontractors associated with this Agreement, with the applicable special provisions and conditions of U.S. Department of Energy Assistance Agreement grant award number DE-GD0000038 ("Assistance Agreement"), which is attached to the Agreement as Exhibit C.

III. Federal Terms and Conditions:

Without limiting the general requirement of Section VI.K of the Agreement, or Section II of this Exhibit, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable. Recipient must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.

- A. 2 CFR part 200 as amended by 2 CFR part 910.
- B. If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide Agency with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award. Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism(<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from the U.S. Department of Energy ("DOE") before they can participate in the performance of any work under this award. A "foreign national" is defined as any person who is not a United States citizen by birth or naturalization. DOE may elect to deny a foreign national's participation in the award. Likewise, DOE may elect to deny a foreign national's access to DOE sites, information, technologies, equipment, programs, or personnel.
- C. Nondisclosure and Confidentiality Agreements Assurances
 1. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - a. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public*

health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

- b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

D. Interim Conflict of Interest Requirements for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departement-energy-interim-conflict-interest-policy-requirements-financialassistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

The Recipient shall: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; and 4) provide Agency with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

E. Buy American Requirement for Infrastructure Projects

1. Definitions

- a. “Components” are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).
- b. “Construction Materials” are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber

optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

- c. “Domestic Content Procurement Preference Requirement” means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
- (A) all iron and steel used in the project are produced in the United States;
 - (B) the manufactured products used in the project are produced in the United States; or
 - (C) the construction materials used in the project are produced in the United States.

Also referred to as the Buy America Requirement

- d. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging. The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.
- e. “Manufactured Products” are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.
- f. “Primarily of iron or steel” means greater than 50% iron or steel, measured by cost.
- g. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.
- h. “Public” The Buy America Requirement does not apply to non-public infrastructure. For purposes of this 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.

2. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) 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 cost 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; 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.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure 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.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

3. Certification of Compliance

The Recipient 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 Award.

The Recipient 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, 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 and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must submit these certifications to the Agency, who must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

4. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

- a. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
- b. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.
- DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from the Office of Management and Budget (“OMB”) or the public. DOE’s final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

F. Insolvency, Bankruptcy, or Receivership

1. Recipient shall immediately notify Agency of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
2. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
3. Upon the occurrence of any of the four events described in the first paragraph, Agency reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the Agency review determines that there are significant deficiencies or concerns with your performance under the award, Agency reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
4. Failure of Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by Agency.

G. Under Appendix II to 2 CFR part 200 – Recipient is subject to the following provisions, as applicable.

For purposes of these provision, the following definitions apply:

“Contract” means this Agreement or any contract or subgrant funded by this Agreement.

“Contractor” and “Subrecipient” and “Non-Federal entity” mean Recipient or Recipient’s contractors or subgrantees, if any.

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. 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.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.
10. Intellectual Property Provisions. Recipient's intellectual property rights are subject to 2 C.F.R. 200.315 (e.g. institution of higher education or nonprofit organization) or 2 C.F.R. 910.362 (e.g. for-profit), depending on which of those provisions apply to Recipient.
11. See 2 C.F.R. §200.323. Procurement of recovered materials.
12. See 2 C.F.R. § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment.
13. See 2 C.F.R. § 200.322. Domestic preferences for procurements.

EXHIBIT C
Department of Energy Assistance Agreement DE-GD0000038; Modification 0001
With Amendment 000009
Available upon request to grid.grants@energy.oregon.gov

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EXHIBIT D
SPECIAL REPORTING REQUIREMENTS AND INSTRUCTIONS

- I. Special Status Report – Problems, delays, or adverse conditions that materially impair the Recipient’s ability to meet the objectives of the award, or that may require DOE to respond to questions relating to such events from the public. The Recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition within 5 days after the event.

The Recipient is required to report the following events to the Agency:

- A. If the Recipient or project team member receives any other award of federal funds for activities that potentially overlap with the activities funded under the DOE award, the Recipient must promptly notify the Agency in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under the DOE award;
- B. Any change in ownership or control of the Recipient or project team member which increases the percentage of ownership or control by an entity that is based in, funded by, or has a foreign affiliation with a foreign country of risk, as identified in Exhibit B, Section III, Part B;
- C. If an individual on the project team is or is believed to be participating in a foreign government-sponsored talent recruitment program of a foreign country of risk;
- D. If the Recipient is considering new collaborations with foreign entities and governments, the Recipient must provide written notification to the Agency and await further guidance from the Agency prior to contacting the proposed foreign entity or government regarding the potential collaboration or negotiating the terms of any potential agreement. In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the DOE award, regardless of whether they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the DOE award but resulting in provision of a thing of value from or to the DOE award must also be reported;
- E. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
- F. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
- G. 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;
- H. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
- I. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient.
- J. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
- K. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
- L. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media;

- M. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
 - N. Potential or actual noncompliance with DOE reporting requirements under the award;
 - O. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
 - P. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
 - Q. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
 - R. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE award;
 - S. Any improper claims or excess payments arising out of or relating to work under the award;
 - T. Potential or actual violations of the cost share requirements under the award;
 - U. Potential or actual violations of the lobbying restrictions in the award;
 - V. Any event which is anticipated to cause a significant schedule slippage or cost increase;
 - W. Any damage to Government-owned equipment in excess of \$50,000; and,
 - X. Developments that have a significant favorable impact on the project.
- II. DOE Conflict of Interest Form – Every Investigator must submit a disclosure of significant financial interest prior to participating in a project, and then annually, or within 30 days of discovering or acquiring a new significant financial interest, or new hire who will be supporting the federal award, per [DOE's Interim Conflict of Interest Policy](#). Within 180 days of the date of the Award, Recipient must be in full compliance with the other requirements set forth in DOE's interim Conflict of Interest Policy.
- III. Buy American Certification of Compliance – Per the [DOE Buy America Financial Assistance Letter](#), Recipient must provide certifications (or equivalent documentation) to Agency for proof of compliance that the 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, are produced in the United States. The certification must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials. Recipient must submit to the Agency as needed/acquired.
- IV. Federal Funding Accountability and Transparency Act (FFATA) – Recipient must provide the Agency with a report of the total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if:
- A. the total Federal funding authorized to date under this award is \$30,000 or more;
 - B. in the preceding fiscal year, Recipient received:
 - 1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- Recipient must provide the Agency with this information by the 15th of the month following the month in which this award is made.

V. Uniform Commercial Code (UCC) Financing Statements.

- A. If a for-profit Recipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the Recipient must submit a UCC financing statement. This statement is due to the Agency within 5 days of the event.
- B. A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).
- C. The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.
- D. The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.
- E. Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- 1. "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."
- 2. Federal Award Identification Number: DE-GD0000038

VI. Any other reporting requirements subsequently determined by DOE.

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EXHIBIT E
Insurance Requirements

Recipient shall require its contractors or subgrantees (a reference to "Contractor" in this Exhibit E is a reference to, as applicable, a contractor or subgrantee), if any, to obtain the insurance in the types and amounts specified below and otherwise meet the requirements provided in this Exhibit E before performing under contracts between Recipient and its Contractor(s) (the "Subcontracts").

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements.

CONTRACTOR INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under the Agreement. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of the Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Recipient requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including **Contractor**, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Continuous Claims Made coverage as stated below.

POLLUTION LIABILITY:

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$500,000 and not less than \$1,000,000 annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor or subcontractor liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Grant Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess,

and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Contractor ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from Contractor or Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Contractor termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Contractor or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance

documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

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**EXHIBIT F
ADMINISTRATIVE SUMMARY**

RECIPIENT'S CONTACT INFORMATION:

Project Manager:

Address:

Telephone:

Email:

Contracts Officer:

Address:

Telephone:

Email:

AGENCY'S CONTACT INFORMATION:

Project Manager:

Address:

Telephone:

Email:

Contracts Officer: P. Gail Sullivan

Address: 550 Capitol St. NE
Salem, OR 97301

Telephone: 971-240-1657

Email: Gail.SULLIVAN@energy.oregon.gov

Accounts Payable:

Email: odoe.invoices@energy.oregon.gov

EXHIBIT G
INVOICE TEMPLATE

Agreement No: _____

Service Date Start: _____

Service Date End: _____

Total Invoice Amount: _____

Federal Category	Subaward Budget - Federal	Current Period Expenses - Federal	Cumulative Expenses - Federal	Subaward Budget - Match	Current Period Expenses - Match	Cumulative Expenses - Match
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges (sum of a-h)						
j. Indirect Charges						
k. Totals (sum of i and j)						

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Authorized Representative

Date

**EXHIBIT H
FEDERAL WAGE DETERMINATIONS**

[insert the county specific wage determination (WD) for each county with a project work location from [SAM.GOV](https://sam.gov) using these search criteria:

Public Works Davis-Bacon Act

Select State and County (one wage determination for each county with project work)

DBA Construction Type: Heavy

Status: Active

Published Date: Anytime

The search will show one or more WD links, only save the one that is for “Heavy Construction Type” projects (e.g. not “Heavy Dredging”)

Repeat search for each county with a project work location.

Download and Save the WD files and insert below the exhibit title above, replacing these instructions.]

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