U.S. Department of ENERGY | Grid Deployment Office

GDO Agreement No. DE-GR0000085
With Georgia Power Company

AGREEMENT FOR

Georgia Power Company Tugalo Dam

Units 1-4 Turbine Upgrade Efficiency Project

Energy Policy Act of 2005 Section 243

Hydroelectric Efficiency Improvement Incentive

Signature Page

Georgia Power Company and the Grid Deployment Office, an office within the United States Department of Energy, enter into this Agreement to achieve the project objectives and the technical milestones and deliverables stated herein and in the Attachments to this Agreement.

Recipient Signature and Date

1/9/2025

General Manager - Southern Company Hydro

Grid Deployment Office Signature and Date

Maria D. Robinson Digitally signed by Maria D. Robinson
Date: 2025.01.11 13:25:50 -05'00'

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Hydroelectric Efficiency Improvement Incentive

Agreement Number: DE-GR0000085

Recipient: Georgia Power Company

Control Number: 3062-1577

Project Title: Georgia Power Company Tugalo Dam Units 1-4 Turbine Upgrade Efficiency Project

Completion Status: Not Completed

Georgia Power Company ("Recipient") and the Grid Deployment Office ("GDO"), an office within the United States Department of Energy ("DOE"), enter into this Agreement to achieve the project objectives and the technical milestones and deliverables stated herein and in the Attachments to this Agreement.

This Agreement consists of the following documents, including all articles therein:

Attachment 1	Agreement Articles
Attachment 2	Statement of Project Objectives
Attachment 3	Federal Assistance Reporting and Instructions
Attachment 4	Semi-Annual Performance Report Narrative Template
Attachment 5	Final Performance Report Narrative Template
Attachment 6	Project Budget
Attachment 7	Community Benefits Outcomes and Objectives
Attachment 8	Efficiency Increase Determination
Attachment 9	Davis Bacon Act Wage Determination

The following are incorporated into this Agreement by reference:

- Section 40332 of Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).
- Section 243 of Public Law 109-58, also known as the Energy Policy Act of 2005.
- The Recipient's application as approved by DOE.

Table of Contents

Attachment 1 Agreement Articles 9

Section I. General & Recipient Provisions 10

1.1 Program Authority 10

1.2 Legal Authority and Effect 10

1.3 Points of Contact 10

1.4 Scope of the Agreement 11

1.5 Period of Performance 11

Efficiency Increase Determination 11

1.6 Reporting Requirements 11

1.7 Financial Reporting and Records 12

1.8 Milestones and Deliverables 12

1.9 Review Meetings 12

1.10 Site Visits 13

1.11 System for Award Management 13

1.12 Audits 14

1.13 Closeout 14

1.14 Federal Stewardship 15

1.15 Indemnity 15

1.16 Notification Requirements 15

1.17 Insolvency, Bankruptcy of Receivership 16

1.18 Corporate Felony Conviction and Federal Tax Liability Assurances 17

1.19 Community Benefits Plan 17

1.20 Signage 17

1.21 Remedies for Noncompliance 17

1.22 Termination 18
1.23 Notification of Termination Requirement 19
1.24 Opportunities to Object, Hearings, and Appeals 20
1.25 Effects of Suspension and Termination 20
1.26 Changes 21
Section II. Financial Provisions 21
2.1 Maximum Obligation 21
2.2 Decontamination and/or Decommissioning Costs 22
2.3 Audits 22
2.4 Cost Principles/Allowable Costs 23
2.5 Pre-Award Costs 23
2.6 Payment 23
Documentation Required 24
2.7 Potentially Duplicative Funding Notice 25
2.8 Collection of Amounts Due 25
Section III. Miscellaneous Provisions 26
3.1 Performance of Work in the United States 26
3.1 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment 26
Definitions as Used in this Article 27
Prohibition 28
Exceptions 29
Reporting Requirement 29
3.3 Foreign National Participation and Post -Agreement Due Diligence Reviews 30
3.4 Export Control 31

3.5 Foreign Collaboration Considerations 31
3.6 Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress 32
3.7 Davis-Bacon Act Requirements 32
3.8 National Environmental Policy Act 33
3.9 Organization Conflict of Interest 34
3.10 Compliance with Federal, State, and Municipal Law, and Inconsistency with Federal Law 35
3.11 Fraud, Waste, and Abuse 35
3.12 Nondisclosure and Confidentiality Agreements Assurances 35
3.13 Lobbying 36
3.14 Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs 37
Definitions for this article include: 37
3.15 Affirmative Action and Pay Transparency Requirements 38
3.16 Impacted Indian Tribes 39
3.17 Buy American Requirement for Infrastructure Projects 39
Waivers 41
Definitions for this article include: 43
Attachment 2 Statement of Project Objectives 45
Section I. Objectives 46
Section II. Scope 46
Section III. Tasks to be Performed 47
Section IV. Deliverables 48
Attachment 3 Federal Assistance Reporting and Instructions 48
1. Project Management Reporting 50

A. Performance Report Narrative (PRN) 50
B. Performance Report Quantitative (PRQ) 54
C. Special Status Reports 58
II. Award Management Reporting 61
A. Demographic Reporting 61
Demographic Information for Significant Contributors 61
III. BIL Reporting 63
A. Community Benefits Report (CBR) 63
B. Quality Job Creation 63
Training Outcomes 63
Good Jobs Outcomes 64
Permanent Jobs 65
Equity and Justice 65
Pathway to Net Zero 66
Biannual DBA Report 67
Location(s) of Work 68
IV. Appendix A: Notice to Recipients (Prime Recipients) Regarding Limited Rights Data and Protected Personally Identifiable Information 68
Limited Rights Data 68
Limited Rights Data - Data Produced Outside of the Award at Private Expense 68
Protected Personally Identifiable Information 69
Attachment 4 Semi-Annual Performance Report Narrative Template 71
Attachment 5 Final Performance Report Narrative Template 77
Attachment 6 Project Budget 86
Attachment 7 Community Benefits Outcomes and Objectives 88

Section I. Executive Summary 89

Section II. Milestone Table 92

Attachment 8 Efficiency Increase Determination 95

Attachment 9 Davis Bacon Act Wage Determination 99

Attachment 1
Agreement Articles

Section I. General & Recipient Provisions

1.1 Program Authority

This Agreement is entered into under 42 U.S.C. 7256 and 42 U.S.C. 15882 and is a transaction other than a procurement, grant, cooperative agreement, or loan. Only those terms or requirements set forth in this agreement and required by law for other transaction agreements awarded under 42 U.S.C. 7256(a) are applicable. Funding will only be disbursed upon achievement of milestones, submission of proof of completion of the project including evidence documenting the improvement, and any other terms stated in this agreement.

1.2 Legal Authority and Effect

This agreement is valid only if it is in writing and is signed, either in writing or electronically. The Recipient may accept or reject the Agreement.

1.3 Points of Contact

To promote timely and effective agreement administration, correspondence delivered to the government under this agreement shall reference the agreement number, title, and subject matter, and shall be subject to the following procedures:

All correspondence to DOE shall be addressed to the Technical Project Officer (TPO) for this agreement, as follows:

Rajesh Dham

hydroelectricincentives@hq.doe.gov

All correspondence to Recipient shall be addressed as follows:

Alan Peeples

(205) 257-1401

600 18th Street North P.O. Box 2641

Birmingham, AL 35203

alpeeple@southernco.com

During the Period of Performance specified in this agreement Recipient shall timely notify DOE of any change in the Recipient point of contact, but no later than 10 business days following such change.

1.4 Scope of the Agreement

See Attachment 2 – Statement of Project Objectives, which is incorporated into this agreement.

The Following Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards—found in 2 CFR Part 200—shall apply and are incorporated into this agreement:

A. Financial Management found in 2 CFR 200.302
B. Record Retention and Access found in 2 CFR 200.334 through 200.338
C. Remedies for Noncompliance found in 2 CFR 200.339 through 200.343
D. Post-closeout adjustments and continuing responsibilities found in 2 CFR 200.345
E. Collection of Amounts Due found in 2 CFR 200.346
F. Cost Principles found in 2 CFR Part 200 Subpart E and as incorporated in 2 CFR Part 910
G. Audit Requirements found in 2 CFR Part 200 Subpart F

1.5 Period of Performance

The period of performance for this agreement is November 15, 2021 through July 31, 2025.

Efficiency Increase Determination

The period of performance may conclude earlier if an efficiency increase of at least 3 percent has been demonstrated by Recipient. The period of performance may only be extended with written consent of GDO.

1.6 Reporting Requirements

The reporting requirements for this agreement are identified in Attachment 3, Federal Assistance Reporting Checklist. Instructions accompany the checklist.

Failure to comply with the reporting requirements outlined in Attachment 3 is considered a material noncompliance with the terms of the agreement. Noncompliance may result in suspension or termination of the agreement and withholding of future agreements.

1.7 Financial Reporting and Records

The Recipient shall maintain records in accordance with commercially acceptable business practices to account for all funding under this agreement and shall maintain records in accordance with commercially acceptable business practices to account for Recipient funding under this agreement. The Recipient's relevant financial records are subject to examination or audit on behalf of government and/or the Comptroller General for a period not to exceed three (3) years after final payment of the agreement. Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this agreement.

DOE or its authorized representative, shall have direct access to complete records and information of the Recipient, to the extent necessary to audit to ensure full accountability for all amounts reimbursed by the government under this agreement. Such audit, examination, or access shall be performed during business hours on business days upon at least six weeks prior written notice and shall be subject to the security requirements of the audited party.

1.8 Milestones and Deliverables

Attachment 2, Statement of Project Objectives, establishes milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, DOE may renegotiate the Statement of Project Objectives. Alternatively, DOE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this agreement and take action to suspend or terminate the agreement.

1.9 Review Meetings

DOE may hold periodic review meetings in which the Recipient is required to participate. Review meetings enable DOE to assess the work performed under this agreement and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 2 to this agreement.

DOE shall determine the frequency of review meetings and select the day and time, of each review meeting and shall do so in a reasonable and good faith manner. DOE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 2 to this agreement.
- The Recipient's actual expenditures compared to the approved budget in Attachment 6 to this agreement.
- Other subject matter specified by the DOE TPO.

1.10 Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

1.11 System for Award Management

The Recipient is required to be registered in the System for Award Management (SAM) at time of agreement, during performance, and through final payment. This requires that the Recipient must maintain current information in SAM, including reviewing and updating the information at least annually after the initial registration, but more frequently as needed.

Registered in the System for Award Management means that:

- The Recipient has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 into SAM;
- The Recipient has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- The government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The

Recipient will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

- The government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers and additional information about registration procedures.

1.12 Audits

The Recipient must provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, Generally Accepted Accounting Principles, Generally Accepted Government Accounting Standards, and Standard Form 1408. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Agreement, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the agreement, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit, but is not limited to, reasonable access to the Recipient's records relating to this Agreement. DOE will endeavor to provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

DOE may audit or review the Recipient's financial records or administrative records relating to this Agreement at any time. Audits or reviews may be performed to determine if the Recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Modifications.

1.13 Closeout

The Recipient agrees to provide DOE all documents requested to closeout this agreement. The closeout of the DOE agreement does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to

return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE make financial adjustments to a previously closed agreement resolving indirect cost payments and making final payments.

1.14 Federal Stewardship

DOE will exercise normal federal stewardship in overseeing the project activities performed under this agreement. Stewardship activities include, but are not limited to, conducting site visits, if necessary; reviewing performance and financial reports; providing technical assistance; assuring compliance with agreement articles; and reviewing technical performance during and after project completion to ensure that the project objectives have been accomplished.

1.15 Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees.

1.16 Notification Requirements

Prior DOE approval is required for the following changes:

- Change in scope.
- Milestone changes.
- Significant budget changes.

Immediately notify DOE of any and activity listed below in relation to the Recipient:

- Any casualties and/or deaths at the project.
- Any activities involving the FERC license or a license amendment particular to this capital improvement, including but not limited to transfer of license, surrender of license, or issuance of a new license.
- Any and all activity that will have a material negative effect on project performance.

Notification shall be in writing, detail the event, and detail the impact the event will have on the project. Upon notification of any of such activity, DOE reserves the right to conduct a review of the Recipient's agreement to determine the Recipient's compliance with the required elements of the agreement. If DOE review determines that there are significant deficiencies or concerns with the Recipient's performance under the agreement, DOE reserves the right to impose additional requirements, as needed.

1.17 Insolvency, Bankruptcy of Receivership

Should the Recipient, or the Recipient's parent or subsidiary entities, become insolvent, file for bankruptcy, or receivership the following apply.

A. The Recipient shall immediately, but no later than five days, notify DOE of the occurrence of any of the following events:
   1) The Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;
B. The Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent;
C. The filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or federal law; or
D. The Recipient's insolvency due to its inability to pay debts generally as they become due.
E. Such notification shall be in writing and shall:
   a. Specifically set out the details of the occurrence of an event referenced in paragraph A;
F. Provide the facts surrounding that event; and
G. Provide the impact such event will have on the project being funded by this Agreement
H. Upon the occurrence of any of the four events described in paragraph A. of this article, DOE reserves the right to conduct a review of the Recipient's Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Agreement, DOE reserves the right to impose additional requirements, as needed.

I. Failure of the Recipient to comply with this article may be considered a material noncompliance of this Agreement.

1.18 Corporate Felony Conviction and Federal Tax Liability Assurances

This article applies to Recipients that are organized as corporations. A corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for- profit and non-profit organizations.

By entering into this agreement, the Recipient attests that its corporation has not been convicted of a felony criminal violation under federal law in the 24 months preceding the date of signature. The Recipient further attests that its corporation does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

1.19 Community Benefits Plan

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the agreement as Attachment 5.

1.20 Signage

The Recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (https://www.energy.gov/design). Expenditures for such signage shall be a permitted eligible cost of the project.

1.21 Remedies for Noncompliance

If a Recipient entity fails to comply with the U.S. Constitution, federal statutes, regulations or the articles of a Federal Agreement, DOE may impose additional conditions, as described in § 200.208. If the DOE determines that noncompliance cannot be remedied by imposing additional conditions, DOE may take one or more of the following actions, as appropriate in the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the DOE.

B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate the federal award.
D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a federal awarding agency).
E. Withold further federal awards for the project or program.
F. Take other remedies that may be legally available.

1.22 Termination

Termination of this agreement is subject to the following:

A. The Agreement may be terminated in whole or in part as follows:
    A. By the DOE, if a Recipient fails to comply with articles of the Agreement;
B. By the DOE, to the greatest extent authorized by law, if an Agreement no longer effectuates the program goals or agency priorities;
C. By the DOE with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
D. By the Recipient upon sending to the DOE written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the DOE determines in the case of partial termination that the reduced or modified portion of the Agreement will not accomplish the purposes for which the Agreement was made, the DOE may terminate the Agreement in its entirety.
    1) When DOE terminates an Agreement prior to the end of the period of performance due to the Recipient's material failure to comply with the Agreement terms and conditions, DOE must report the termination to the Office of Management and Budget (OMB) designated integrity and performance system accessible through SAM.
        a. The information required under § 200.340 paragraph (b) is not to be reported to designated integrity and performance system until the Recipient either-
            i. Has exhausted its opportunities to object or challenge the decision, see § 200.342; or

ii. Has not, within 30 calendar days after being notified of the termination, informed DOE that it intends to appeal DOE's decision to terminate.

E. If DOE, after entering information into the designated integrity and performance system about a termination, subsequently:
   1) Learns that any of that information is erroneous, DOE must correct the information in the system within three business days;
   2) Obtains an update to that information that could be helpful to other Federal awarding agencies, DOE is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

F. Federal awarding agencies must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the Recipient asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures. (b or c) When an Agreement is terminated or partially terminated, both the DOE and the Recipient remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

1.23 Notification of Termination Requirement

In the event of the termination of this agreement the following notification procedures will be followed.

A. DOE must provide to the Recipient a notice of termination.
   1) If the Agreement is terminated for the Recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or articles of the Agreement, the notification must state that-
      a. The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM;

B. The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;

C. Federal awarding agencies that consider making a federal award to the Recipient during that five-year period must consider that information in judging whether the Recipient is qualified to receive the federal award, when the Federal share of the federal award is expected to exceed the simplified acquisition threshold over the period of performance;
D. The Recipient may comment on any information the OMB-designated integrity and performance system contains about the Recipient for future consideration by federal awarding agencies. The Recipient may submit comments to the awardee integrity and performance portal accessible through SAM.
E. Federal awarding agencies will consider Recipient comments when determining whether the Recipient is qualified for a future Federal award.
    1) Upon termination of a Federal award, the Federal awarding agency must provide the information required under the Federal Funding Accountability and Transparency Act (FFATA) to the Federal website established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

1.24 Opportunities to Object, Hearings, and Appeals

Upon taking any remedy for non-compliance, DOE must provide the Recipient an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by DOE. The DOE must comply with any requirements for hearings, appeals or other administrative proceedings to which the Recipient is entitled under any statute or regulation applicable to the action involved.

1.25 Effects of Suspension and Termination

Costs to the Recipient resulting from financial obligations incurred by the Recipient during a suspension or after termination of an agreement is not allowable unless the DOE expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

A. The costs result from financial obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it; and

B. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

1.26 Changes

Any significant increase in the total project cost must be approved in advance and in writing by DOE. Any change that alters the project scope, milestones or deliverables requires prior written approval of the DOE. DOE may deny reimbursement for any failure to comply with the requirements in this article.

As the result of changing circumstances at any point during the term of this agreement, progress or results may indicate that a change to the agreement may be necessary to achieve the requirements of the Incentive. Recommendations for modifications, including justifications to support those changes, will be documented in writing, and submitted by the Recipient to the TPO. This documentation will detail the technical, schedule, and financial impact of the proposed modification. Agreement modifications will be approved in writing. The DOE is not obligated to pay for any costs related to modifications until formally agreed to by DOE and the Recipient. For minor or administrative modifications (e.g., changes to the paying office or appropriation data), Recipient approval is not required.

New or modified activities/locations are subject to additional NEPA review and are not authorized for federal funding until the TPO provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the TPO, the Recipient does so at risk of not receiving federal funding for those activities, and such costs may not be recognized as allowable

Section II. Financial Provisions

2.1 Maximum Obligation

The maximum obligation of the DOE is limited to $5,000,000 and is conditioned upon successfully increasing the efficiency of the facility by at least 3 percent. The Recipient is not obligated to continue performance of the project beyond the total amount obligated. Funding is contingent upon availability of federal funds appropriated by Congress for the purpose of this program.

Incentive payments must not exceed 30 percent of the costs of the applicable capital improvement(s). Recipient can receive no more than the amount initially requested in Recipient's application, even if total costs equal more than the amount initially requested. If total costs are less than what was initially estimated in the application, the funding amount will be reduced to reflect 30 percent of the total costs. The Recipient must refund any excess payments received from DOE, including any costs determined unallowable.

2.2 Decontamination and/or Decommissioning Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this agreement, whether said work was performed prior to or subsequent to the effective date of the agreement.

2.3 Audits

The Recipient is required to provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office, Defense Contracting Audit Agency) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this agreement. DOE will endeavor to provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

DOE may conduct a final audit at the end of the project period (or the termination of the award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the agreement, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

2.4 Cost Principles/Allowable Costs

This agreement governs an incentive payment under 42 U.S.C. § 15882 and the only allowable costs are those directly related to improving the efficiency of such facilities by at least 3 percent. This agreement is not federal financial assistance as that term is defined at 2 CFR 200.1.

However, for purposes of this agreement, DOE determines the allowability of costs in consistent with the cost principles established at 2 CFR Part 200 Subpart E and as amended by 2 CFR Part 910, and 48 CFR 31.2, as applicable based on Recipient's organization type. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs. Such records must be adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the Recipient is required to provide such records to DOE, and such records are subject to audit. Failure to provide DOE with adequate supporting documentation may result in a determination that those costs are unallowable.

2.5 Pre-Award Costs

The Recipient is authorized to request reimbursement for costs incurred on or after November 15, 2021, if:

A. Such costs are allowable;
B. Such costs are not otherwise restricted by NEPA requirements; and
C. Such costs are not otherwise restricted by any other article.

2.6 Payment

The Recipient is required to submit reimbursement requests (invoices) electronically through DOE's Oak Ridge Financial Service Center Vendor Inquiry Payment Electronic Reporting System (VIPERS). To access and use VIPERS, the Recipient is required to enroll and login to the VIPERS website (https://vipers.doe.gov/). Only the Recipient may submit reimbursement requests to DOE.

DOE will disburse payments under this Agreement through Automated Clearing House VIPERS. The Recipient may check the status of its payments at the VIPERS website. All payments are

made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

The Recipient may submit its final invoice to DOE only after:

A. It has submitted all required reports, including the Efficiency Increase Determination, and
B. DOE has provided written notification that the reports have been accepted and validated, and that the Recipient may submit its final invoice.

The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or the Recipient fails to comply with the articles of this agreement. Upon receipt of an invoice payment authorization from the DOE approving official, the payment will be disbursed to the Recipient.

Documentation Required

Every invoice submitted by the Recipient must include:

A. A Standard Form 270 *Request for Advance or Reimbursement*;
   1) A "Reimbursement Request Spreadsheet," which must contain the following information.

   2) A table listing of all project invoices, i.e., an Invoice Table. The table must include the invoice date, invoice number, vendor name, time period covered by the invoice, task the invoice is associated with, and invoice amount, and sum of all invoices.

B. Copies of all cumulative invoices must be submitted for the final, comprehensive record. The copies of invoices should be organized in a manner that allows efficient review by DOE when comparing copies of invoices to the Invoice Table; and Supporting documentation, which may consist of summary information (e.g., printouts from internal financial systems) or detailed documentation (e.g., invoices on appropriate letterhead, timecards, travel vouchers).

This information should be organized in a manner consistent with how invoices were presented on semi-annual and/or final Performance Report Narratives. Upon request by the Technical Project Officer, the Recipient is required to provide DOE with additional supporting documentation to explain or justify particular expenditures for which it is seeking reimbursement.

2.7 Potentially Duplicative Funding Notice

If the Recipient has or receives any other award of federal funds for activities that potentially overlap with the activities funded under this Agreement, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., federal 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 this agreement. If there are identical cost items, the Recipient must promptly notify the TPO in writing of the potential duplication, ensure appropriate use of multiple program funds, and eliminate any inappropriate duplication of funding.

Section 243 funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related OMB guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

2.8 Collection of Amounts Due

Any funds paid to the Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the agreement constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, DOE may reduce the debt by:

1) Making an administrative offset against other requests for reimbursements;
    1) Withholding advance payments otherwise due to the Recipient; or
    2) Other action permitted by federal stature.

Except where otherwise provided by statutes or regulations, DOE will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Section III. Miscellaneous Provisions

3.1 Performance of Work in the United States

All work under this Agreement must be performed in the United States (i.e., the Recipient must expend 100 percent of the total project cost in the United States), unless the Recipient receives advance written authorization from DOE to perform certain work overseas. If the Recipient fails to comply with the Performance of Work in the United States requirement, DOE may deny reimbursement for the work conducted outside the United States and such costs may not be reimbursed if the work is performed by the Recipient, contractors or other project partners.

3.1 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) as set forth in 2 CFR 200.216:

A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   1) Procure or obtain covered telecommunications equipment or services;
   2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
   3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
   1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities;
   2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment;
4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

C. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
E. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
F. For additional information, see section 889 of Public Law 115-232 and § 200.471.

Definitions as Used in this Article

A. Covered foreign country – means The People's Republic of China.

B. *Covered telecommunications equipment or services* means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation [or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes. video surveillance and telecommunications equipment produced

by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. *Critical technology* means (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 77 4 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

D. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Prohibition

Section 889(a)(l)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019,

from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

Exceptions

This clause does not prohibit recipients from providing:

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Reporting Requirement

In the event the Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Recipient is notified of such by a subcontractor at any tier or by any other source, the Recipient shall report the information in paragraph (d)(2) of this clause to the Technical Project Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Recipient shall report to the website at Defense Industrial Base (DIB) Cybersecurity Portal (dod.mil). For indefinite delivery contracts, the Recipient shall report to the Technical Project Officer for the indefinite delivery contract and the Technical Project Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at the Defense Industrial Base Cybersecurity Portal.

The Recipient shall report the following information pursuant to paragraph (d)(l) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Recipient shall insert the substance of this clause, including this paragraph in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

3.3 Foreign National Participation and Post -Agreement Due Diligence Reviews

A “foreign national” is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Agreement, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval.

The volume and type of information required may depend on various factors associated with the agreement. The TPO will notify the Recipient if this information is required. DOE may elect to deny a foreign national’s participation in the agreement. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

During the period of performance of the agreement, DOE may conduct ongoing due diligence reviews, through government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the agreement.

3.4 Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States export control laws and regulations relating to any work performed under a resulting agreement. The Recipient must immediately report to DOE any export control violations related to the project funded under this agreement, at the Recipient or subcontractor level, and provide the corrective action(s) to prevent future violations.

3.5 Foreign Collaboration Considerations

The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded agreement scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement. The Recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded agreement scope.

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 agreement, regardless of whether or not 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 agreement but resulting in provision of a thing of value from or to the agreement must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by Recipient staff in accordance with the Recipient's standard policies and procedures.

3.6 Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

3.7 Davis-Bacon Act Requirements

This Agreement is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Recipient, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an agreement funded directly by or assisted in whole or in part by funds made available under this Agreement 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).

To receive an incentive payment award, the Recipient must comply with the Davis-Bacon Act's prevailing wage requirements. Recipients are ultimately responsible for their own DBA compliance, and that of any contractors or subcontractors.

Pursuant to the provisions of 29 CFR 1.6(g) and the additional requirements contained in this agreement, before DOE can disburse funding, Recipient shall:

A. Conduct a thorough and reasonable review of its own employees and the employees of all applicable subcontractors to ensure retroactive compliance with the Davis-Bacon Act, including:
   1) Reviewing business payrolls for accuracy to identify potential prevailing wage issues.
   2) Receiving and reviewing business payrolls submitted by all subcontractors for accuracy and to identify potential prevailing wage issues.
B. If prevailing wage minimums for certain work classifications were not met, Recipient must retroactively adjust and/or cause each contractor to retroactively adjust, the wages of each laborer and mechanic that performed construction, alteration or repair work on the project. DOE may require evidence of resolutions.

C. Recipient and each construction contractor and subcontractor shall also sign a Statement of Compliance for each year in which laborers or mechanics performed construction, alteration or repair work on the Capital Improvement Project, attesting that each such laborer or mechanic has been paid at least the applicable prevailing wage.
D. Maintain original payrolls for three years after the completion of the project and making those payrolls available to the DOE or the Department of Labor upon request.
E. Allow DOE to conduct retroactive payroll reviews, including interviews with employees to assure prevailing wage compliance by its subcontractors and as requested or directed by the DOE.
F. Cooperate with any authorized representative of the Department of Labor.
G. Prepare and submit to the TPO, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 or October 21 of the year the incentive award is made, in accordance with the reporting instructions in Attachment 3, Federal Assistance Reporting Checklist.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The TPO will notify the Recipient of any DOE-sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

3.8 National Environmental Policy Act

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. The availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon a final NEPA determination, if required. The Recipient is prohibited from spending federal funds prior to a final NEPA determination. No funds, therefore, shall be made available to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient prior to written authorization from the TPO. Should the Recipient elect to undertake activities or change locations prior to authorization from the TPO, the Recipient does so at risk of not receiving federal funding for those activities and such costs may not be recognized as allowable cost share.

GDO has made a NEPA determination by issuing a categorical exclusion for all activities listed in the Statement of Project Objectives (SOPO) approved by the TPO and the DOE NEPA Determination. The Recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Agreement. This authorization is specific to the project activities and locations as described in the SOPO approved by the TPO and the DOE NEPA Determination.

3.9 Organization Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)). The Recipient must disclose in writing any potential or actual organizational conflict of interest to the TPO. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the agreement in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subcontractor compliance with this article. If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

3.10 Compliance with Federal, State, and Municipal Law, and Inconsistency with Federal Law

The Recipient is required to comply with applicable federal, state, and local laws and regulations for all work performed under this agreement. The Recipient is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this agreement. Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this agreement must be referred to the DOE TPO for guidance.

3.11 Fraud, Waste, and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must disclose, in a timely manner, in writing to the federal awarding agency all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Recipients that have received a federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (See also 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

3.12 Nondisclosure and Confidentiality Agreements Assurances

The following nondisclosure and confidentially agreement assurances must be meet by the Recipient.

A. 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.

B. 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:

C. "*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.*"

D. 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.

E. 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.

3.13 Lobbying

By accepting funds under this agreement, the Recipient agrees that none of the funds obligated via this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate

to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

3.14 Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs

Persons participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk are prohibited from participating in this agreement. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or 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.

DOE may modify and add requirements related to this prohibition to the extent required by law.

Definitions for this article include:

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

career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

1) Foreign Country of Risk – DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

3.15 Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

A. Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
B. Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
C. Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf.

Additional, for construction projects valued at $35 million or more and lasting more than one year, recipients, subrecipients, contractors, and subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see https://www.dol.gov/agencies/ofccp/Mega-Construction-Project-Program.

3.16 Impacted Indian Tribes

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the Recipient agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. Approval by DOE must be obtained before any activities take place that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights (Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13)). The Recipient must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

3.17 Buy American Requirement for Infrastructure Projects

None of the funds provided under this Agreement (includes federal share and 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.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories[1] based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

A. Iron or steel products;

B. Manufactured products; or

C. Construction materials;

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

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt

[1] Section 70917(c) of the BABA states that "construction materials" do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the "manufactured products" at 2 CFR 184.3; (ii) a new definition of "section 70917(c) materials" at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their agreement in accordance with the agreement articles, including the Buy America Requirement. The Recipient must ensure that the Buy America Requirement flows down to all subcontractors and that the subcontractors comply with the Buy America Requirement. The Buy America Requirement article must be included in all sub-agreements, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

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 TPO. Waiver requests are subject to review by DOE and the OMB, 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:

A. Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);

B. Recipient name and Unique Entity Identifier (UEI);

C. Agreement information (Federal Award Identification Number, Assistance Listing number);

D. A brief description of the project, its location, and the specific infrastructure involved;

E. Total estimated project cost, with estimated federal share;

F. Total estimated infrastructure costs, with estimated federal share;

G. 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 Requirement, 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;

H. A detailed justification as to how the non-domestic item(s) is/are essential to the project;

I. 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;

J. 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

K. 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:

A. Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/agreement 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).

B. 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.

C. 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 wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE 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.

Definitions for this article include:

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—
   1) All iron and steel used in the project are produced in the United States;
   2) The manufactured products used in the project are produced in the United States; or
   3) 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.

Attachment 2
Statement of Project Objectives

Statement of Project Objectives

Georgia Power Company Tugalo Dam

Units 1-4 Turbine Upgrade Efficiency Project

Energy Policy Act of 2005 Section 243

Hydroelectric Efficiency Improvement Incentive

Section I. Objectives

The objectives of this efficiency improvement project are to make upgrades to four units at the Georgia Power Company Tugalo Dam facility. This objective will be met with one phase of the project

Section II. Scope

The scope of work for this project is the DOE-project scope and does not represent the scope of the entire recommissioning effort. Only scope and costs that are within the period of performance for this agreement have been included within this agreement and below. In some cases, the scope and costs only represent portions of the overall effort (i.e., those activities and costs that occurred within the performance period) to ensure that costs associated with activities outside of the period of performance are not included.

The scope of work for this project involves the completion of engineering design for the upgrades to four turbines at the Tugalo Dam facility. The scope includes the disassembly, machining of components, procurement of four turbines, installation and testing of the units. The units will be upgraded with one phase of work.

Section III. Tasks to be Performed

The tasks outlined below will be completed in one phase for the full upgrades of the four units.

MILESTONE SUMMARY TABLE

TASK/ SUBTASK	DESCRIPTION	MILESTONE SCHEDULE
TASK 1.0 – DESIGN & ENGINEERING	**Conclude project design and detailed engineering for all four units**	[redacted]
TASK 2.0 – UNIT 1	**Unit 1 Turbine Upgrade**	
SUBTASK 2.1 – DISASSEMBLY	Disassembly, site machining, and removal of existing components	
SUBTASK 2.2 – DELIVERY	Turbine delivery of Unit 1	
SUBTASK 2.3 – ASSEMBLY	Unit 1 Turbine assembly	
SUBTASK 2.4 - COMMISSIONING	Unit 1 start up, commissioning, and put online	
TASK 3.0 – UNIT 2	**Unit 2 Turbine Upgrade**	
SUBTASK 3.1 – DISASSEMBLY	Disassembly, site machining, and removal of existing components	
SUBTASK 3.2 – DELIVERY	Turbine delivery of Unit 2	
SUBTASK 3.3 – ASSEMBLY	Unit 2 Turbine assembly, start up, commissioning, and put online	
TASK 4.0 – UNIT 3	**Unit 3 Turbine Upgrade**	
SUBTASK 4.1 – DISASSEMBLY	Disassembly, site machining, and removal of existing components	
SUBTASK 4.2 – DELIVERY	Turbine delivery of Unit 3	
SUBTASK 4.3 – ASSEMBLY	Unit 3 Turbine assembly	
SUBTASK 4.4 - COMMISSIONING	Unit 3 start up, commissioning, and put online	
TASK 5.0 – UNIT 4	**Unit 4 Turbine Upgrade**	
SUBTASK 5.1 – DISASSEMBLY	Disassembly, site machining, and removal of existing components	
SUBTASK 5.2 – DELIVERY	Turbine delivery of Unit 4	

SUBTASK 5.3 – ASSEMBLY	Unit 4 Turbine assembly	[redacted]
SUBTASK 5.4 - COMMISSIONING	Unit 4 start up, commissioning, and put online	

Section IV. Deliverables

The final determination of efficiency improvements is due by July 10, 2025.

Attachment 3
Federal Assistance Reporting and Instructions

FEDERAL ASSISTANCE REPORTING CHECKLIST
Hydropower Incentives Program

1. Agreement Number: DE-GR0000085	2. Project Title: Georgia Power Company Tugalo Dam Units 1-4 Turbine Upgrade Efficiency Project	
3. Recipient: Georgia Power Company		
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. Project Management Reporting		
☒ A. Performance Report – Narrative	A5, F	I.A. PMC
☒ B. Performance Report – Quantitative	A5, F	I.B. PMC
☒ C. Special Status Report	A5	I.C. PMC
II. Award Management Reporting		
☒ A. Demographic Reporting	A5	II. A. PMC
III. Bipartisan Infrastructure Law Reporting		
☒ A. Community Befits Report	A5, F	III.A. PMC
☒ B. Quality Job Creation		
☒ 1. Training Outcomes	A5, F	III.B.2. PMC
☒ 2. Good jobs Outcomes	A5, F	III.B.3. PMC
☒ 3. Permanent Jobs	A5, F	III.B.4. PMC
☒ C. Equity and Justice		
☒ 1. Community Engagement Process	A5, F	III.C.1. PMC
☒ 2. Engagement Events and Technical Assistance	A5, F	III.C.2. PMC
☒ 3. Community Ownership	A5, F	III.C.3. PMC
☒ D. Pathway to Net-Zero		
☒ 1. Infrastructure Supported	Y, F	III.D.1. PMC
☒ E. Biannual DBA Report	A5	III.E. DBA Reporting
☒ F. Location of Work	A5	III.F. PMC

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.
F – Final; within 120 calendar days after end date of period of performance (or termination date, if applicable)
O – Other: See instructions for further details.
P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.
Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.
S – Semiannually; within 30 days after end of the reporting period.
Y – Yearly; within 90 calendar days after the end of the federal fiscal year.
Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.

FULL URLS:

PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx
DBA Reporting: https://www.energy.gov/infrastructure/davis-bacon-act

Reporting Instructions

Submitted Information must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. See Appendix A for guidance on Protected PII.

1. Project Management Reporting

A. Performance Report Narrative (PRN)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. A final PRN is due within 120 calendar days after end date of period of performance (or termination date, if applicable). The final report must also contain the statement of Davis-Bacon Act Compliance.

The Performance Report - Narrative contains qualitative information on the project's progress. The PRN must include the information listed below. A PRN Template (attached to this agreement) is provided with the intent to reduce administrative burden by promoting the use of common formats.

1. Cover Page
    a. Federal agency and organization element to which report is submitted
    b. Federal grant or other identifying number assigned by agency
    c. Project title
    d. Recipient project lead's name, title, and contact information (e-mail address and phone number)
    e. Recipient business contact name, title, and contact information (e-mail address and phone number)

f. Submission date
g. Recipient organization (name and address)
h. Period of performance (start date, end date)
i. Reporting Period (Start Date, End Date)
j. Certification by the Submitting Official that includes: Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable); date of signature; and the following certification statement:
k. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, 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, Section 287 and Title 31, Sections 3729- 3730). I further understand and agree that the information contained in this report are material to federal agency's funding decisions and I have an ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

2. Summary

The purpose of the summary is to describe a high-level status on the items listed below. This section should be a mix of short paragraphs and bullet points.

a) Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same for each reporting period and align with the Statement of Project Objectives (SOPO) and Community Benefits Outcomes and Objectives (CBOO).

b) Project Achievement(s)

Provide a summary of all significant progress of the project in achieving objective and programmatic goals during the life of the project. This should include key outcomes or other achievements, such as major findings, developments, or conclusions (both positive

and negative), information dissemination, etc. This section should be a cumulative summary of achievements with newly added comments for the current reporting period highlighted.

c) Project Schedule Status

Provide a narrative summary of the status of tasks with respect to the plan for the semi-annual period, as well as project completion for the final PRN only. If deviations from the schedule are noted, describe the impacts and mitigation alternatives that are in place or planned in the Changes/Problems section below.

d) Project Budget Status

Provide a summary of the project expenditures and costs with respect to the planned activities for the semi-annual period and (final PRN only) project completion. If applicable, describe the variance, associated impacts, and mitigation alternatives that are in place or planned in the Changes/Problems section below.

e) Changes/Problems

Include any planned or anticipated changes to scope, schedule, or budget. Proposed agreement modifications noted solely within a Performance Report do not constitute a proposed agreement modification. Significant changes to the agreement scope, schedule, and budget must be submitted the Technical Project Officer for GDO's consideration. If there is nothing significant to report during this reporting period, state "Nothing to Report."

f) Key Personnel Changes

Describe planned or actual changes in project lead, business contacts, or senior/key personnel and the impact to achieving project objectives.

g) Scope Issues

Describe issues with completing the required project scope identified in the SOPO and CBOO, the impacts to achieving project objectives and program goals if applicable, and proposed mitigation alternatives. The quantitative impact to achievement of project milestones and key deliverables should also be addressed.

h) Schedule Issues

Describe issues with achieving the planned activities identified in the project schedule and the impact to the period of performance. The quantitative impact to the timing of project milestones, CBOO milestones, and key deliverables should also be addressed.

i) Budget Issues

Describe changes during the reporting period that may have a significant positive or negative impact on expenditures or the overall budget.

j) Davis Bacon Direct Jobs

Provide a table listing all direct laborer and mechanic jobs created under the project. These jobs should be listed by the job title provided in the local Davis-Bacon Act (DBA) wage determination provided as Attachment 9 of this agreement. Cumulative and Semi-annual reporting of jobs is required, as applicable, and as reflected in Attachments 4 and 5.

3. Special reporting
   Respond to any special reporting requirements specified in the agreement, as well as any agreement specific reporting requirements outlined in the FARC Special Instructions.
4. Invoice table

Provide a table listing all project invoices for the reporting period. The table should include the invoice date, invoice number, vendor name, time period covered by the invoice, task the invoice is associated with, invoice amount, and sum of all invoices.

For the final PRN, provide a summation of cumulative costs by consolidating the invoice tables and summing to a final invoice amount. DOE will base its payment on this amount. Incentive payments shall not exceed 30 percent of the costs of the applicable capital improvement(s). You can receive no more than the amount you initially requested in your application, even if total costs equal more than the amount you initially requested. If your total costs are less than what you initially estimated in your application, your funding amount will be reduced to reflect 30 percent of your total costs.

5. Attachments
   Attach supporting documentation as necessary to the PRN. At a minimum, copies of invoices associated with the invoice table should be included as an attachment, and organized in a manner that will allow efficient review by DOE when comparing copies of invoices to the Invoice Table. For the final PRN, copies of all cumulative invoices must be submitted for a final, comprehensive record. The copies of invoices should be organized in a manner that allows efficient review by DOE when comparing copies of invoices to the Invoice Table.

B. Performance Report Quantitative (PRQ)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. A final PRQ is due within 120 calendar days after end date of period of performance (or termination date, if applicable).

The Performance Report Quantitative captures quantitative information on the project progress. The PRQ must include the information listed below. A PRQ template is provided with the intent

to reduce administrative burden by promoting the use of common formats. A fillable version of the PRQ is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists. PRQ instructions specific to the Hydropower Incentives Program are contained below to provide guidance on how to fill out certain fields within the fillable PRQ version.

1. Cover Page
    a. Required inputs
        i. Select reporting period.
    b. General information
        i. Recipient (selectee) name.
        ii. Agreement #.
        iii. Mod # (if applicable).
        iv. Project title.
        v. Period of performance start date.
        vi. Principal Investigator (PI) name, i.e., “the Project Lead.”
        vii. PI email, i.e., “the Project Lead” email.
        viii. PI phone, i.e., "the Project Lead phone.
        ix. TRL (or N/A): enter N/A.
        x. If the Recipient is a Hydroelectric Incentive selectee: please select yes from the drop-down. Hydroelectric Incentive Selectees must select yes in the drop-down for the form to update to the Hydroelectric Incentive Program selectee requirements.
    c. Schedule information
        i. Budget period start date.
        ii. Budget period end date.
        iii. Select project type: select one of the below.
            1. Infrastructure/non-construction.
            2. Infrastructure construction.
        iv. Infrastructure work status: select one of the below.
            1. Planned (Post Award/Agreement) – project has not initiated construction yet, in preparation phase.

2. In Progress – construction activities have commenced and are actively being conducted.
3. Completed – construction activities have concluded.

v. Start Date of Infrastructure work.
vi. End Date of Infrastructure work.
vii. Start Date of Operations (if applicable).
viii. Date project will reach 100% of site hires for construction/operation.
ix. Stating date that would be ideal for DOE leadership to visit.
x. Explanation of why the date would be ideal.

2. Organizations

   Identify all contractors, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations article of the agreement. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

3. Tasks and milestones

   Enter all tasks and milestones identified in your Statement of Project Objectives (SOPO), Community Benefits Outcomes and Objectives (CBOO), and budget. Each reporting cycle, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

4. Contractual cost summary

   Do not complete this tab.

5. Cost summary

   Do not complete this tab.

6. Spend plan

Enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Every six months, update with actual expenditure.

a. Columns B-E: No Entry Required; these columns are auto-populated (Cell D16) based on Project Start Date entered on Cover Page and reflect the Federal Fiscal Quarterly Calendar. Note: This is a cumulative report; these dates will remain static throughout the life of the project.
b. Column F: Input Initial Federal Share amounts with your planned spending for the entire project. Planned spend means when the project team anticipates incurring costs. Do NOT update Initial Fed Plan columns for each reporting period.
c. Column G: Input your actual spend amount for this reporting period.
d. Column H: No entry required: this column will auto-calculate.
e. Column I: Do not complete this column.
f. Column J: Do not complete this column.
g. Column K: Do not complete this column.
h. Column L: No entry required as this column will auto-calculate.

7. Products

   Do not complete this tab.

8. Participants

   Do not complete this tab.

9. Earned value management

   When required by your DOE project team, complete the table for Earned Value Management. Do not complete columns D and E.

C. Special Status Reports

Submit to:	See instructions below, submit either by email to the Technical Project Officer or to https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	As specified, see instructions below, submit either in 24 hours or 5 business days.

Problems, delays, adverse conditions which materially impair the Recipient's ability to meet the objectives of the agreement, or which 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 twenty-four (24) hours, provide notification to the Agreements Technical Project Officer, the following events:

1. Any fatality, injury, or illness that results in loss of consciousness or requires medical treatment, beyond first aid, involving an employee, or member of the public.
2. An imminent or actual environmental contamination or the need for environmental cleanup (including, but not limited to, contamination or cleanup resulting from an accident connected to or arising from the presence, leakage or spill of hazardous materials) in accordance with National Environmental Policy Act 42 U.S.C. §§4321, et seq. Examples of due care may include, but are not limited to, visual site inspection of any portions of the property where environmental contamination is likely or suspected, or other reasonable measures. Such notice must be made to DOE following any immediate mitigation efforts, as appropriate, and contacts made to requisite agencies.
3. Actual physical property damage in excess of $50,000.
4. Cybersecurity incidents that may cause financial harm or loss of intellectual property created or supported in performance of the agreement, including malware and ransomware attacks; affecting operations or the security of, or access to, data, including disruption of both physical operations and business operations for a duration greater than one (1) hour or any cybersecurity incidents that have national security implications.

Within 5 business days, submit to https://www.eere-pmc.energy.gov/SubmitReports.aspx

1. 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 agreement, the Recipient must promptly notify DOE 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 agreement;
2. 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;
3. 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;
4. If the Recipient is considering new collaborations with foreign entities and governments, the Recipient must provide written notification to DOE and await further guidance from DOE 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 agreement, regardless of whether or not 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 agreement but resulting in provision of a thing of value from or to the DOE agreement must also be reported;
5. 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;
6. 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;
7. 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;

8. Any current or pending technology licensing or intellectual property sales to a foreign country of risk;
9. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient;
10. 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;
11. Any incident arising out of or relating to work under the agreement that has the potential for high visibility in the media;
12. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the agreement;
13. Potential or actual noncompliance with DOE reporting requirements under the agreement;
14. Potential or actual bankruptcy/insolvency of the prime Recipient or subrecipient;
15. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the agreement;
16. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE agreement;
17. Refusal of a subrecipient to accept flow down requirements in the agreement articles and/or any Attachment to the DOE agreement;
18. Any improper claims or excess payments arising out of or relating to work under the agreement;
19. Potential or actual violations of the cost share requirements under the agreement;
20. Potential or actual violations of the lobbying restrictions in the agreement;
21. Any event which is anticipated to cause a significant schedule slippage or cost increase; and
22. Developments that have a significant favorable impact on the project.

II. Award Management Reporting

A. Demographic Reporting

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 days after agreement.

Demographic Information for Significant Contributors

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Project Lead and Business Contact with the understanding that the submission of this report is not mandatory. There are no adverse consequences for responding "Do not wish to provide" in any question. Confidentiality of demographic data will be in accordance with agency's policy and practices for complying with the requirements of the Privacy Act. Demographic Reporting is submitted via a web-based form in the PMC and includes the questions outlined below.

Gender:

- Male
- Female
- Do not wish to provide

Ethnicity:

- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide

Race (select one or more):

- American Indian or Alaska Native
- Asian

- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide Disability Status:
- Yes (check yes if any of the following apply to you)
    - Deaf or serious difficulty hearing
    - Blind or serious difficulty seeing even when wearing glasses
    - Serious difficulty walking or climbing stairs
    - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

III. BIL Reporting

A. Community Benefits Report (CBR)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. Final reports are due within 120 calendar days after end date of period of performance (or termination date, if applicable).

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the Agreement. A Community Benefits Reporting Template is provided with the intent to reduce the administrative burden by promoting the use of common formats. A fillable version of the CBR is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

B. Quality Job Creation

Training Outcomes

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. Final reports are due within 120 calendar days after end date of period of performance (or termination date, if applicable).

This report on training and training outcomes is required for all projects requiring DBA compliance, those that discuss workforce development or training in statute, as well as any projects where Recipients utilize a portion of their BIL funding on workforce development. Only

career-track training that focuses on skill development or pathways into career-track training such as pre-apprenticeship should be tracked for this metric. Career-track training leads to an appropriate industry-recognized credential, professional qualification, or license.

It teaches broad occupational knowledge and skills that can be applied across a range of technologies, leading to several different career paths. Continuing education allowing incumbent workers to keep up with the latest technology and practices, and to advance in their careers, is another important element of career-track training. This report will also track the number of workforce partnerships involving employers, community-based organizations (CBOs), or labor unions, including partnerships specified in community benefits agreements and project labor agreements, or similar.

A Training Outcomes reporting template is provided by the Project Team with the intent to reduce administrative burden by promoting the use of common formats. A fillable version of the Training and Outcomes report is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

Good Jobs Outcomes

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. Final reports are due within 120 calendar days after end date of period of performance (or termination date, if applicable).

This report is required of all recipients of BIL funding. To assess activities contributing to growing American jobs, improving the quality of energy jobs, and facilitating equitable access to good jobs and training opportunities, all BIL recipients must report on good jobs outcomes.

A Good Jobs Outcomes reporting template is provided by the Project Team with the intent to reduce administrative burden by promoting the use of common formats. A fillable version of the

Good Jobs Outcomes report is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

Permanent Jobs

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete. Final Reports are due within 120 calendar days after end date of period of performance (or termination date, if applicable).

All BIL funding recipients who are creating ongoing operations, maintenance, and production jobs must report the number of hires for each reporting period and associated demographic information.

A Permanent Jobs reporting template is provided by the Project Team with the intent to reduce administrative burden by promoting the use of common formats. A fillable version of the Permanent Jobs report is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

Equity and Justice

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Semiannual reports are due within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete.

There are three reports associated with Equity and Justice. All three reports are included on the same form provided by the DOE Project Team. While the reports are included on the same form, some recipients may not need to complete all three. Refer to the checklist at the beginning of this document for applicability.

An Equity and Justice reporting template is provided by the Project Team with the intent to reduce the administrative burden by promoting the use of common formats. A fillable version of the Equity and Justice report is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

1. Community engagement process
   This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives outlined in the Community Benefits Plan.
2. Engagement events and technical assistance
   This report applies to all projects that hold stakeholder engagement events as outlined in their Community Benefits Plan. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.
3. Community ownership
   This report applies to all projects that build or install new clean energy or climate assets. Recipients should report whether any or all their project will be community owned, as well as the compensation the community will receive.

Pathway to Net Zero

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Yearly reports are due within 90 calendar days after the end of the federal fiscal year.

There are four reports associated with Pathway to Net Zero. While all four reports are included on the same form, all four reports are not applicable to each project. Recipients are required to complete the Infrastructure Supported tab only.

A Pathway to Net Zero reporting template is provided by the Project Team with the intent to reduce administrative burden by promoting the use of common formats. A fillable version of the

Pathway to Net Zero report is available on the following webpage https://www.energy.gov/infrastructure/reporting-checklists.

1. Infrastructure supported
   This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

   Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

Biannual DBA Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx and email DBAenforcementreports@hq.doe.gov
Submission deadline:	As Specified, April 21 and October 21

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 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).

Calendar year semi-annual reports are required on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1st through March 31st, and April 1st through September 30th, respectively. Please submit your semi-annual report to DOE three weeks after the end of semi-annual reporting

period by April 21st and October 21st for the applicable performance period. The Davis Bacon Act Semi-Annual Labor Compliance Report may be accessed at Davis-Bacon Act Requirements for Recipients of Bipartisan Infrastructure Law Funding | Department of Energy.

Location(s) of Work

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	As Specified, every six months only when there are changes to report.

NOTE: Changes to Locations of Work require prior approval from FERC or applicable Regulatory Entity & DOE.

Recipients are required to identify each known location being served directly as a primary project site work location or a location impacted by the project. This includes the location(s) of construction or alteration activity as well as any communities geographically near the proposed project site and/or communities that may be a part of the proposed project's supply or waste life cycle (e.g., where raw materials come from, where waste is being sent). The Location(s) of Work report is required to be validated by the project team on a six-month basis. If there are any changes to the Location(s) of Work, the Recipient must submit the updated information to DOE.

IV. Appendix A: Notice to Recipients (Prime Recipients) Regarding Limited Rights Data and Protected Personally Identifiable Information

Limited Rights Data

The Recipient is required to mark limited rights data in accordance with the Limited Rights Notice specified in the Rights in Data Clause at Appendix A to Subpart D of 2 CFR 910. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or

are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the Recipient should not deliver any limited rights data to DOE if the Recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the Recipient must properly mark any documents containing Limited Rights Data as set forth in the Limited Rights Notice specified in the Rights in Data Clause at Appendix A to Subpart D of 2 CFR 910.

Protected Personally Identifiable Information

The Recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;

- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Attachment 4
Semi-Annual Performance Report Narrative Template

Performance Report – Narrative

Source: This form is based on information provided in the Federal Assistance Reporting Checklist (FARC) that came with your agreement. Should there be differences between the Performance Report – Narrative (PRN) and the FARC, please follow the guidance in the FARC.

Purpose: To provide DOE with a detailed yet concise technical update on the capital improvement project's progress – i.e., the entirety of work performed by the Recipient. There should be sufficient detail to allow the team to assess the project's technical merit relative to the objectives and milestones. Any deviations from the planned schedule and/or budget need to be outlined in the Changes/Problems section.

Where to file: Reports should be uploaded to the PMC at: https://www.eere-pmc.energy.gov/SubmitReports.aspx.

When to file: Within 30 calendar days after the end of the six-month reporting period. The six-month reporting period begins with the Period of Performance start date and continues on a six-month frequency until the project is complete.

For all reports, it is important that recipients mark Protected Data and Limited Rights Data and do not include/submit Protected Personally Identifiable Information (Protected PII) as described in Appendix A of the FARC.

Instructional text is provided in italics. Please delete prior to submitting.

Performance Report – Narrative

Section I: Cover Page

A. Federal Agency	Department of Energy-Grid Deployment Office	
B. Agreement Number	*Agreement Number (DE-GRXXXXXXX)*	
C. Project Title	*Project Title*	
D. Recipient Project Lead (PL)	*Name* *Title* *Email address* *Phone number*	
E. Recipient Business Contact (BC)	*Name* *Title* *Email address* *Phone number*	
F. Submission Date	*Date*	
G. Recipient Organization	*Company*	
H. Period of Performance	Start:	End:
I. Reporting Period	Start:	End:
J. Certifying Official (if different from the PL or BC)	*Name* *Title* *Email address* *Phone number*	

_____ _____

Signature of Certifying Official Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, 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, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have any ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

Section II Executive Summary

The purpose of the Executive Summary is to describe a high-level status on the items listed below. They can be discussed in further detail in their respective task sections later. This section should be a mix of short paragraphs and bullet points.

Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same from quarter to quarter and align with the Statement of Project Objectives (SOPO) and Community Benefits Outcomes and Objectives (CBOO).

Schedule Issues

Describe issues with achieving the planned activities identified in the project schedule and the impact to the period of performance. The quantitative impact to the timing of project milestones, CBOO milestones, and key deliverables should also be addressed.

Budget Issues

Describe changes during the reporting period that may have a significant positive or negative impact on expenditures or the overall budget.

Section III Special Reporting

Respond to any special reporting requirements specified in the agreement articles, as well as any award specific reporting requirements outlined in the FARC Special Instructions.

Section IV Invoice Table

Provide a table listing all project invoices for the reporting period. The table should include the invoice date, invoice number, vendor name, time period covered by the invoice, task the invoice is associated with, invoice amount, and sum of all invoices.

For the final PRN, provide a summation of cumulative costs by consolidating the invoice tables and summing to a final invoice amount. DOE will base its payment on this amount. Incentive payments shall not exceed 30% of the costs of the applicable capital improvement(s). You can receive no more than the amount you initially requested in your application, even if total costs

equal more than the amount you initially requested. If your total costs are less than what you initially estimated in your application, your funding amount will be reduced to reflect 30% of your total costs.

Invoice Date *(mm/dd/yy)*	Invoice Number	Vendor Name	Time Period *(mm/dd/yy – mm/dd/yy)*	Task Description	Invoice Amount *($)*
Total					***$***

(Please add rows to the table as necessary)

Section V: Direct Jobs

Provide a table listing all direct laborer and mechanic jobs created during the semi-annual performance period and a cumulative total number of jobs for this project. These jobs should be listed by the job title provided in the local Davis-Bacon Act (DBA) wage determination provided as Attachment 9 of this agreement. Only laborer and mechanic jobs, covered under the DBA, should be included.

Davis-Bacon Wage Determination Job Title	Number of Jobs Created During the Semiannual Reporting Period	Cumulative Number of Jobs Created During the Period of Performance

(Please add rows to the table as necessary)

Section VI: Attachments

Attach supporting documentation as necessary to the PRN. At a minimum, copies of invoices associated with the invoice table should be included as an attachment, and organized in a manner that will allow efficient review by DOE when comparing copies of invoices to the Invoice Table.

Attachment 5
Final Performance Report Narrative Template

Final Performance Report – Narrative (once project is complete)

Source: This form is based on information provided in the Federal Assistance Reporting Checklist (FARC) that came with your agreement. Should there be differences between the Performance Report – Narrative (PRN) and the FARC, please follow the guidance in the FARC.

Purpose: To provide DOE with a detailed yet concise technical update on the capital improvement project's progress – i.e., the entirety of work performed by the Recipient. There should be sufficient detail to allow the team to assess the project's technical merit relative to the objectives and milestones. Any deviations from the planned schedule and/or budget need to be outlined in the Changes/Problems section.

Where to file: Reports should be uploaded to the PMC at: https://www.eere-pmc.energy.gov/SubmitReports.aspx.

When to file: Final reports are due within 120 calendar days after the end date of the period of performance (or termination date, if applicable).

For all reports, it is important that recipients mark Protected Data and Limited Rights Data and do not include/submit Protected Personally Identifiable Information (Protected PII) as described in Appendix A of the FARC.

Instructional text is provided in italics. Please delete prior to submitting.

Performance Report – Narrative

Section I: Cover Page

A. Federal Agency	Department of Energy-Grid Deployment Office	
B. Agreement Number	*Agreement Number (DE-GRXXXXXXX)*	
C. Project Title	*Project Title*	
D. Recipient Project Lead (PL)	*Name* *Title* *Email address* *Phone number*	
E. Recipient Business Contact (BC)	*Name* *Title* *Email address* *Phone number*	
F. Submission Date	*Date*	
G. Recipient Organization	*Company*	
H. Period of Performance	Start:	End:
I. Reporting Period	Start:	End:
J. Certifying Official (if different from the PL or BC)	*Name* *Title* *Email address* *Phone number*	

_____ _____

Signature of Certifying Official Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, 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, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have any ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

Section II Executive Summary

The purpose of the Executive Summary is to describe a high-level status on the items listed below. They can be discussed in further detail in their respective task sections later. This section should be a mix of short paragraphs and bullet points.

Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same from quarter to quarter and align with the Statement of Project Objectives (SOPO) and Community Benefits Outcomes and Objectives (CBOO).

Project Achievement(s)

Provide a summary of all significant progress of the project in achieving objective and programmatic goals during the life of the project. This should include key outcomes or other achievements, such as major findings, developments, or conclusions (both positive and negative), information dissemination, etc. This section should be a cumulative summary of achievements. It is critical to all section 243 projects to include a final Efficiency Increase Determination as an Attachment to the Final PRN.

Project Schedule Status

Provide a narrative summary of project tasks for project completion. If deviations from the schedule are noted, describe the variance, associated impacts, and mitigation alternatives that took place in the Changes/Problems section below.

Project Budget Status

Provide a summary of the project expenditures and costs with respect to project completion. If applicable, describe the variance, associated impacts, and mitigation alternatives that took place in the Changes/Problems section below.

Changes/Problems

Include any changes to scope, schedule, or budget that took place through the course of the project. If there is nothing significant to report, state "Nothing to Report."

Key Personnel Changes

Describe planned or actual changes in the Project Lead, business contacts, or senior/key personnel and the impact to achieving project objectives.

Scope Issues

Describe issues with completing the required project scope identified in the SOPO and CBOO and the impacts to achieving project objectives and program goals if applicable, and mitigation alternatives. The quantitative impact to achievement of project and CBOO milestones and key deliverables should also be addressed.

Schedule Issues

Describe issues with achieving the project schedule and the impact throughout the period of performance. The quantitative impact to the timing of project milestones, CBOO milestones, and key deliverables should also be addressed.

Budget Issues

Describe changes throughout the period of performance that had a significant positive or negative impact on expenditures or the overall budget.

Section III: Special Reporting

Respond to any special reporting requirements specified in the agreement articles, as well as any award specific reporting requirements outlined in the FARC Special Instructions.

Section IV: Invoice Table

Provide a summation of cumulative costs by consolidating all invoices into one invoice table and summing to a final invoice amount. The table should include the invoice date, invoice number, vendor name, time period covered by the invoice, task the invoice is associated with, invoice amount, and sum of all invoices. DOE will base its payment on this amount. Incentive payments shall not exceed 30% of the costs of the applicable capital improvement(s). You can receive no more than the amount you initially requested in your application, even if total costs equal more than the amount you initially requested. If your total costs are less than what you initially

estimated in your application, your funding amount will be reduced to reflect 30% of your total costs.

Invoice Date *(mm/dd/yy)*	Invoice Number	Vendor Name	Time Period *(mm/dd/yy – mm/dd/yy)*	Task Description	Invoice Amount *($)*
Total					***$***

(Please add rows to the table as necessary)

Section V: Direct Jobs

Provide a table listing all direct laborer and mechanic jobs created for this project. These jobs should be listed by the job title provided in the local Davis-Bacon Act (DBA) wage determination provided as Attachment 9 of this agreement. Only laborer and mechanic jobs, covered under the DBA, should be included.

Davis-Bacon Wage Determination Job Title	Total Number of Project Jobs Created During the Period of Performance

(Please add rows to the table as necessary)

Section VI: Attachments

Attach supporting documentation as necessary to the Final PRN, including but not limited to:

- *Copies of all cumulative invoices must be submitted for a final, comprehensive record that is organized in a manner that allows efficient review by DOE when comparing copies of invoices to the Invoice Table.*
- *Efficiency Increase Determination*

Section VII: Statement of Davis-Bacon Act Compliance

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____on the Capital Improvement Project; that during the payroll period commencing on the (Building or Work)

____ day of _____, _____ and ending the ____ day of _____, _____.

all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Recipient or DBA Contract Party)

wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any Davis Bacon Act Wage Determination incorporated into the Agreement and any Davis-Bacon Act Covered Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

--- in addition to the basic hourly rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the Agreement and/or Davis-Bacon Act Covered Contract, as applicable, have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

--- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage plus the amount of the required fringe benefits as listed in the Agreement and/or Davis-Bacon Act Covered Contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

Attachment 6
Project Budget

Major Cost Category/Itemized Detail	Costs Approved
Bearing Lube Oil System - Thrust & Guide Bearing	[redacted]
Install Supply & Return Lines	
Install Bottom Ring	
Install Hydraulic Power Unit's Governor Oil System, Skid, and Concrete Housing	
Install Automatic Grease System	
Install Headcover	
Replace Shaft Packing Box with Mechanical Sealpad	
Install New Runner	
Install New Servo Motors	
Inspect & Install Stay Ring & Spiral Case	
Install Turbine Guide Bearing	
Install Turbine Shaft	
Replace Vacuum Breaker with Air Admission Valve	
Install Wicket Operating Ring Mechanism	
Install Wicket Gates	
Disassembly & Reassembly of Existing Components	
Instrumentation	
Total Approved Project Costs	
Total DOE portion[1]	**$5,000,000.00**

DOE will only reimburse the Recipient for actual costs incurred. DOE will not reimburse the Recipient for contingency costs unless and until those costs become a reality and are actually incurred under the project. If some or none of the contingency costs are needed, DOE's share would be reduced proportionately.

[1] Per 42 U.S.C. 15882(b), the amount of incentive payment per facility per fiscal year cannot exceed $5,000,000.

Attachment 7
Community Benefits Outcomes and Objectives

Community Benefits Outcomes and Objectives

Georgia Power Company Tugalo Dam

Units 1-4 Turbine Upgrade Efficiency Project

Energy Policy Act of 2005 Section 243

Hydroelectric Efficiency Improvement Incentive

Section I. Executive Summary

Georgia Power Company (GPC) will use Hydroelectric Efficiency Improvement Incentives funding to invest in the manufacture, procurement, and installation of modernized turbines for the four generating units at Tugalo Development on the Tallulah, Chattooga, and Tugalo Rivers. The proposed upgrades to four turbines will benefit the entirety of GPC's service territory, 42% of which is comprised of Disadvantaged Communities (DACs). GPC has invested millions in local non-profits to help its citizens thrive through both corporate giving and the Georgia Power Foundation, affirming its commitment specifically in the areas of education, the environment, the community, and through social justice initiatives. The relationships GPC has throughout the region serve as a strong foundation for public engagement for this and all projects. For this project, community engagement is governed by the Federal Energy Regulatory Commission (FERC) license amendment process. Through the license amendment process, GPC engaged with various stakeholders, including state and federal agencies regarding this project. In addition, during the license amendment process, agencies and the public were able to participate and voice their concerns, and GPC took their comments and concerns into consideration in its decision-making process as it examined environmental, recreational, and other issues related to the required license amendment for this project. Ultimately, on February 16, 2023, FERC entered an order approving GPC's amendment application and authorized this project, concluding that the project and the proposed upgrades are needed to maintain project operations and that it would not have significant adverse impacts to geology and soils, water quantity/quality, fisheries, terrestrial resources, threatened and endangered species, recreation, and environmental impacts during construction, operation, and maintenance of the

project. FERC further concluded that GPC's amendment and the project is necessary because the existing equipment forming the subject matter of the amendment application reached the end of its useful life. It also concluded that the spillway gate modification would "constitute a substantial enhancement to the safety of the project."[1]

GPC has a rich history of connection in communities across the state and knows that strong labor and community engagement are key to the success of this project. GPC will continue to work with internal and external partners to ensure prosperity and success for all as it focuses on positively impacting the lives of Georgia's citizens. GPC has strong partnerships in place with community organizations, labor unions, government officials, and others that will enable it to be successful in carrying out this community benefits plan.

GPC is committed to an inclusive workforce and economic development. To strengthen talent pipelines and create opportunity across the states, the company supports strategic, statewide initiatives. In addition to workforce collaboration, GPC sustains its own workforce programs to attract, train and retain talent to create pathways to quality jobs. Employees working on this project will receive on the job upskilling in turbine replacement.

Portions of the work associated with this project will be completed by employees covered under collective bargaining agreements with the International Brotherhood of Electrical Workers ("IBEW"). The employees covered by this agreement will be key resources in installation of the upgraded turbines as required by this project. In addition, GPC will utilize contract labor to complete the work associated with this project. GPC is focused on engaging minority businesses as a part of its resource management efforts enterprise-wide, and for the improvements made under this program.

Potential environmental impacts will be reduced by this project, as the upgrades will increase the efficiency of the hydro facility. Based on 2022 data, the efficiency improvements to Tugalo Development Units 1, 2, 3 and 4 would result in an estimated 4,808 metric tons CO2e avoided annually2. This benefit will flow to all GPC's service territory, which consists of 42% DACs.

This project will increase energy resilience, including reduced outage frequency and duration. The turbine upgrades will increase each individual units' reliability, including increasing the ability of each unit to perform at its maximum efficiency when needed to meet power demand. Unit reliability will be realized with lower operating temperatures, a decrease in outages, less bearing wear, and lower maintenance costs. These upgrades will benefit all of GPC's service territory, which is made up of 42% DACs.

GPC will publish a report summarizing the benefits of this project to the community, including workforce, environmental, and resilience benefits. The report will include a mechanism for questions and feedback and will be published at the conclusion of the project.

Section II. Milestone Table

Category and Commitment	Existing or Planned	Period 1 Milestone	Period 2 Milestone
Community and Labor Engagement			GPC will publish a report summarizing the benefits of this project to the community including a mechanism for questions and feedback.
Collective bargaining agreement (operating jobs)	☒Yes ☐Not at this time	Existing, signed agreement confirmed	
FERC license amendment process			Upon project completion, GPC will file with FERC a report providing photo documentation of the generator and turbine nameplates and other requested information.
Community Engagement			Upon project completion, hold stakeholder engagement meeting on site to inform stakeholders of the project, provide a tour of the facilities and improvements, and receive feedback from the stakeholders.
Investing in quality Jobs			Upon project completion, GPC will publish a report summarizing the benefits of this project to the community, including a summary of worker training and upskilling.
Training	☒Paid training	At least 10 employees receive on the job upskilling in turbine replacement	
Diversity Equity, Inclusion, and Accessibility	☒MWBE Contracting.		GPC will publish a report summarizing the benefits of this project to the community, including a summary of project specific contracting, or subcontracting, with diverse businesses.
		Diverse business enterprises perform subcontractor work on the project.	Diverse business enterprises perform subcontractor work on the project.
Justice40 Initiative			

PUBLIC DISCLOSURE
STF-PIA-30-1 Attachment PUBLIC DISCLOSURE

Category and Commitment	Existing or Planned	Period 1 Milestone	Period 2 Milestone
Identifies benefits/impacts to disadvantaged communities	☒Yes (tract(s)) ☐No	While benefits from this project will flow to a broader area, DACs adjacent to the project location are tract numbers 45073030100 & 13241970302.	
Reduction in energy costs	☐Yes ☒No		
A decrease in environmental exposure and burdens	☒Yes ☐No	Completion of Unit 1 & Unit 2 upgrades will decrease potential environmental exposure. Decrease in environmental exposure (CO2 avoided) from Unit 1 & 2 upgrades will be calculated and included in summary report.	Completion of Unit 3 & Unit 4 upgrades will decrease potential environmental exposure. Total decrease in environmental exposure (CO2 avoided) from Unit 1-4 upgrades will be calculated and included in summary report. Based on 2022 data, the efficiency improvements to Units 1, 2, 3 and 4 would result in an estimated 4,808 metric tons CO2e avoided annually.
An increase in access to low-cost capital	☐Yes ☒No		
An increase in quality job creation, the clean energy job pipeline, and job training for individuals	☒Yes ☐No		Number of employees trained and number of training hours to be reported.
Increases in clean energy enterprise creation and contracting (e.g., minority-owned or diverse business enterprises)	☒Yes ☐No		Dollars spent with diverse business enterprises to be reported.
Increases in energy democracy, including community ownership of project assets	☐Yes ☒No		
Increased parity in clean energy technology access and adoption	☐Yes ☒No		
An increase in energy resilience	☒Yes ☐No		

PUBLIC DISCLOSURE
STF-PIA-30-1 Attachment PUBLIC DISCLOSURE

Category and Commitment	Existing or Planned	Period 1 Milestone	Period 2 Milestone
Other Justice40			
There are negative environmental impacts associated with the proposed capital improvement(s).	☐Yes ☒No		
There are positive environmental impacts associated with the proposed capital improvement(s).	☒Yes ☐No	Completion of Unit 1 & Unit 2 upgrades will decrease potential environmental exposure. Decrease in environmental exposure (CO2 avoided) from Unit 1 & 2 upgrades will be calculated and included in summary report.	Completion of Unit 3 & Unit 4 upgrades will decrease potential environmental exposure. Total decrease in environmental exposure (CO2 avoided) from Unit 1-4 upgrades will be calculated and included in summary report. Based on 2022 data, the efficiency improvements to Units 1, 2, 3 and 4 would result in an estimated 4,808 metric tons CO2e avoided annually.

PUBLIC DISCLOSURE
STF-PIA-30-1 Attachment PUBLIC DISCLOSURE

Attachment 8
Efficiency Increase Determination

Energy Efficiency Improvements

Georgia Power Company Tugalo Dam
Units 1-4 Turbine Upgrade Efficiency Project

Information in this Attachment 4 is proprietary, privileged, and confidential, and could reveal trade secrets, of either Georgia Power or its contractors / representatives. Disclosure of this data – either publicly or in response to a request under the Freedom of Information Act ("FOIA") – would harm the competitive posture and business interests of Georgia Power or its contractors. Therefore, we respectfully take the position that such information is exempt from FOIA under Exemption 4 and claim protection from FOIA or other public disclosure. Should DOE receive a FOIA request for such data, or should it determine that such information should be disclosed publicly, we respectfully ask that Georgia Power be given sufficient prior written notice to allow Georgia Power and/or its contractors to submit an objection and provide supporting documentation as a part of the FOIA process or to otherwise inform DOE's decision whether to disclose such data.

Georgia Power Company (GPC) proposes to use pre- and post-upgrade performance characteristics for Tugalo, along with historical unit generation and water level data, to exhibit the facility efficiency increase that qualifies for a Section 243 incentive payment. *Unit* performance characteristics relate the generator output (P_e, MW) to the turbine flow (Q, cfs) and gross head (H_G, ft). *Turbine* performance characteristics relate the turbine output (P, hp) to the turbine flow and net head (H, ft). Unit and turbine performance characteristics may be scaled-up from model tests (flow is measured with high accuracy according to model test standards), absolute efficiency tests (flow is determined during the test using a physical measurement or process, in compliance with or guided by published standards that include quantification of flow and efficiency uncertainty), or relative efficiency (index) tests (flow is not measured directly during the test, but may be monitored via an uncalibrated surrogate signal).

The performance characteristics GPC proposes to use for the Tugalo efficiency increase validation derive from relative efficiency (index) tests- specifically, a pre-modification index test of Unit 1 in October 1984 and a post-modification index test of Unit 1 in August 2023. Estimates of pre- modification flow and efficiency use the 1984 Unit 1 index test results to compute the flows and efficiencies from 2018-2022 hourly time series of unit generation and gross head. Simulations of post-modification flows and efficiencies apply the 2023 Unit 1 index test results to these historical generation and water level data. Comparison of the 2018-2022 pre-modification power, flow, and head time series to the simulated 2018-2022 post-modification power, flow, and head time series provides the validation of the facility efficiency

increase. GPC does not have pre-modification index tests for Units 2, 3, and 4; therefore, because the Units 1-4 designs and characteristics are technically identical, GPC proposes to assume in its validation calculations that pre-modification performance, including efficiency, of Units 2, 3 and 4 is identical to that of Unit 1. Post-modification flows and efficiency will be based on post-modification index tests that will be executed following the commissioning of each upgraded unit.

GPC will maintain a provisional modified version (see below for explanation) of the *DOE Hydropower Efficiency Increase Tool* workbook that will incorporate the 2018-2022 hourly generation and water level data and the calculations of pre- and post-modification flow and efficiency. Upon completion of index testing for the final unit modification, GPC will finalize the calculations of 2018-2022 simulated water use efficiency increase for Units 1 through 4 and for the facility as a whole. GPC's preliminary post-modification upgrade calculations for Unit 1 suggest that a water use efficiency increase of 15 percent may be realized.

The use of pre- and post-modification performance characteristics derived from index tests introduces assumptions into the efficiency increase validation methodology:

- Intake and penstock head losses are different for the 1984 and 2023 index tests. These differences may arise from trashrack occlusion and/or changes to the configuration or condition of the trashracks, intake, or penstock. While some of these influences fluctuate or trend in time, the losses observed in each test are assumed to hold for the entire 5 year periods of pre-modification (1984 losses) and post-modification (2023 losses).
- The generator efficiency relationship (P_e/P) vs P_e is different for the 1984 and 2023 tests, properly reflecting the generator improvements that are part of the upgrades.
- In both pre- and post-modification index tests, scrollcase pressure differential (similar to Winter-Kennedy pressure differential) was recorded and used to estimate flow ($Q = K(\Delta h)^{1/2}$). In each of the index test reports, the K parameter of this relationship is based on an *assumed* peak efficiency so as to guide the dispatch of the unit. However, in the Section 243 efficiency increase context, one cannot assume peak efficiency. Accordingly, the flow and efficiency calculations will use the October 1984 Unit 1 value of K to compute pre- and post- modification index test flows for all units. This implies that the hydrodynamics of the penstock and scrollcase are unchanged by the turbine upgrade and that the conditions of the scrollcase pressure taps and sensing lines are the same for the 1984 and 2023 tests. While this assumption is unlikely to be strictly true, it is the most credible assumption one can make based on

the available information.

GPC provided 5 years of hourly unit data (unit generation and gross head) from 2018 through 2022 in its application for Section 243 incentive payment for Tugalo. In preparing for validation in this negotiation phase, GPC observed that data for some hours showed an hourly average generation value, whereas the unit in reality only generated for a small fraction of the hour at the most efficient load (e.g. 12 MW for 10 minutes was shown as 2 MW for 60 minutes in the submitted data). Because this best efficiency pulsing operation is prevalent in the record for Tugalo, GPC has reprocessed the data to include the number of minutes in each hour that the units operate, and has incorporated the revised data and this new statistic into the columnar structure and calculations for water use efficiency in the *DOE Hydropower Efficiency Increase Tool* workbook implemented for Tugalo. This adaptation ensures that the appropriate power (MW) values are used in conjunction with the unit characteristics to compute flow and efficiency. GPC has also modified the columnar structure and calculations in the tool to compute the flow corresponding to historical generation at the prevailing gross head.

Attachment 9
Davis Bacon Act Wage Determination

"General Decision Number: GA20240058 01/05/2024

Superseded General Decision Number: GA20230058

State: Georgia

Construction Type: Heavy
Heavy Construction, Includes Water and Sewer Lines, and Heavy Construction on Treatment Plant Sites and Industrial Sites (Refineries, Power Plants, Chemical and Manufacturing Plants, Paper Mills, Etc.)

County: Rabun County in Georgia.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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SUGA2012-088 08/11/2012

	Rates	Fringes
CARPENTER (Form Work Only)	$ 15.00 **	0.01
CEMENT MASON/CONCRETE FINISHER	$ 14.11 **	1.78
ELECTRICIAN	$ 20.77	0.38
LABORER: Common or General	$ 11.11 **	0.00
LABORER: Pipelayer	$ 11.76 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.20	0.00
OPERATOR: Grader/Blade	$ 18.88	1.32
OPERATOR: Loader	$ 15.92 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"