

ELECTRIC UTILITY BOARD AGENDA

January 18, 2022

11:00 A.M.

Via In-Person and Video/Teleconference

Lubbock Power & Light

OPEN SESSION:

City Council Chambers

Citizens Tower

1314 Avenue K

Lubbock, Texas 79401

The public may also listen to the meeting by calling any of the following numbers:

(346) 248 7799

(669) 900 9128

(253) 215 8782

(301) 715 8592

(312) 626 6799

(646) 558 8656

877 853 5247 (Toll Free)

888 788 0099 (Toll Free)

Webinar link:

<https://us06web.zoom.us/j/89723670826?pwd=cnVxYzdNeUswRFY1MGozSE12UFY2Zz09>

Webinar ID: 897 2367 0826

Password: 449389

EXECUTIVE SESSION:

Citizens Tower

City Council Chambers

1314 Avenue K

Lubbock, Texas 79401

A quorum of the Electric Utility Board will be physically present at the above-described address located in Citizens Tower, 1314 Avenue K, Lubbock, Texas, as it is the intent of the Electric Utility Board to have a quorum physically present at this location. One or more members of the Electric Utility Board, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

1. Call to Order.
2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.
3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on potential for providing customer choice to LP&L customers, which may include, but is not limited to, the following subtopics:
 - (a) the timing, process, and content of a potential irrevocable opt-in resolution, including conditions to be met prior to opt-in, and potential future meetings on the subject of retail competition for LP&L customers;
 - (b) the need for a provider of last resort and any potential requirements or process for same, including analysis of the process utilized by the Public Utility Commission of Texas;
 - (c) the option for LP&L to serve as the provider of last resort and business and operational considerations for same;
 - (d) distribution projects necessary for opt-in;
 - (e) status of LP&L's load that remains in the Southwest Power Pool, and potential proceedings before the Public Utility Commission of Texas to transition that load to the Electric Reliability Council of Texas;
 - (f) the impacts or benefits to customers, LP&L, and the City resulting from opt-in, and discussions regarding interim measures to achieve further benefits to ratepayers while opt-in is being pursued;
 - (g) the development of transmission and distribution rates, and progress of same;
 - (h) potential retail electric provider availability in the LP&L service territory and comparison with other areas of the state open to competition;
 - (i) customer education on retail choice and communication plans on same, and discussion of various services that assist customers in selecting a retail electric provider;
 - (j) opt-in requirements and ensuing changes in business processes, operations, and potential organizational changes;
 - (k) potential for customer surveys and/or scientific polling to gauge overall customer sentiment regarding a transition to competition; and

- (l) other related matters regarding the initiation of competition for retail electric service in Lubbock Power & Light's certificated retail service area.

After items #1-3, the Electric Utility Board will recess into Executive Session.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - Discuss and deliberate generation matters.
 - b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
 - c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - Discuss and deliberate purchased power and fuel matters.
 - d) risk management information, contracts, and strategies, including fuel hedging and storage;
 - Discuss and deliberate risk management strategies.
 - e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
 - f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or

settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

- (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
 - (ii) legal advice and counsel regarding matters identified in Section 4(a)-(f) of this Agenda;
 - (iii) legal advice and counsel regarding purchase power agreements, sales contracts, and fuel agreements;
 - (iv) legal advice and counsel regarding Texas Constitution;
 - (v) Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Interim Update of Wholesale Transmission Rates, PUC Docket Number 52390, proceeding before the Public Utility Commission of Texas;
 - (vi) Joint application of Oncor Electric Delivery Company LLC and the City of Lubbock, acting by and through Lubbock Power & Light, to transfer certificate of convenience and necessity rights under PURA § 37.154, PUC Docket No. 52726, proceeding before the Public Utility Commission of Texas;
 - (vii) Legal matters related to the transition of the remainder of Lubbock Power & Light's load to the Electric Reliability Council of Texas; and
 - (viii) claims related to alleged property damage on or about February 13-19, 2021.
6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities, Chief Financial Officer, Director of Customer Service).
 7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment of a public officer or employee (Electric Utility Board).

12:00 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 12:00 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

Open Session

8. Approve the minutes from the Special Electric Utility Board Meetings on December 13, 2021, the Special Electric Utility Board Meetings on December 28, 2021, and the Regular Electric Utility Board Meeting on December 15, 2021.
9. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage,

and restoration efforts, staffing levels, regulatory matters, and operational performance metrics.

10. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.
11. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on the legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same, including but not limited to rulemakings regarding weatherization and market design.
12. Consider a resolution recommending to the City Council of the City of Lubbock, five (5) appointments and/or reappointments, as applicable, to the Electric Utility Board in accordance with Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock.
13. Discuss and take minuted action related to the date of the regular Electric Utility Board meeting for March 15, 2022.
14. Discuss, deliberate, and take minuted action regarding benefits of the Director of Electric Utilities.

Consent

15. Consider a resolution recommending approval of that certain Cost Sharing and Payment Agreement, Contract No. 16181, as attached to the Resolution, by and between the City of Lubbock and Ford Development Corporation, as it relates only to funds expended by the City of Lubbock's municipally owned utility, Lubbock Power & Light, to the City Council of the City of Lubbock.
16. Consider a resolution authorizing the Chairman of the Electric Utility Board to execute that certain Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company, and recommend approval to the City Council of the City of Lubbock for same.
17. Consider a resolution authorizing the Chairman of the Electric Utility Board to execute a Real Estate Purchase and Sale Agreement by and between the City of Lubbock, a Texas home-rule municipal corporation, and Pyco Industries, Inc., regarding an approximately 0.6790 acre tract of land, more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in Volume 930, Page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, deed records of Lubbock County,

Texas, to be used for an expansion of the Coop Substation, approving a Warranty Deed regarding same, authorizing payment for title and closing costs, and recommending approval of same to the Lubbock City Council.

18. Consider a resolution approving that certain Electric Utility Easement by and between Pyco Industries, Inc. and the City of Lubbock, a Texas home-rule municipal corporation, regarding an approximately 0.1316 acre tract of land, more or less, being a portion of Block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in volume 930, page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, deed records of Lubbock County, Texas, to be used for electric lines and/or facilities, and recommending approval of same to the Lubbock City Council.
19. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Versalift Southwest, L.L.C., RFP# 7104-22-EUA, for LP&L Fleet Aerial Devices and Derrick Trucks.
20. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute Contracts for Crane Services by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Trumble Crane and Rigging (Primary) and M. Hastey Construction Co., Inc., (Secondary), RFP# 7114-22-ELD, for LP&L Crane Services – Annual Pricing.
21. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract for Transformer Repair Services by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Nix Electric Company, RFP# 7116-22-ELD, for LP&L Transformer Repair Services – Annual Pricing.
22. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Dis-Tran Steel, LLC, RFP# 7121-22-ELD, for LP&L Thompson and Co-Op Substation Structures.
23. Adjourn.

THE ELECTRIC UTILITY BOARD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AS AUTHORIZED BY TEX. GOV'T CODE § 551.001, *ET. SEQ.* (THE TEXAS OPEN MEETINGS ACT) ON ANY ITEM ON ITS OPEN MEETING AGENDA OR TO RECONVENE IN A CONTINUATION OF THE EXECUTIVE SESSION ON THE EXECUTIVE SESSION ITEMS NOTED ABOVE, IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, INCLUDING, WITHOUT LIMITATION §§ 551.071-551.086 OF THE TEXAS OPEN MEETINGS ACT.

Posted on the bulletin board outside the south entrance of Citizen's Tower, 1314 Ave. K., Lubbock, Texas, on the 14th day of January 2022, at 3:00PM.

By: Beatrice Duenez

CITY OF LUBBOCK ELECTRIC UTILITY BOARD MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF
DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT 775-2026 OR WRITE
P. O. BOX 2000, LUBBOCK, TEXAS 79457, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.

ELECTRIC UTILITY BOARD MINUTES**SPECIAL MEETING****December 13, 2021****8:00AM****OPEN SESSION:****City Council Chambers****Citizens Tower****1314 Avenue K****Lubbock, Texas 79401****EXECUTIVE SESSION:****Citizens Tower****Conference Rooms 201A and 201B****1314 Avenue K****Lubbock, Texas 79401****EUB**

Dan Odom
 Greg Taylor
 Butch Davis
 Don Boatman
 Jane Henry
 Eddie Schulz
 Gwen Stafford
 Don Boatman
 Kevin McMahon

City Staff

Jarrett Atkinson
 Clifton Beck

LP&L Staff

David McCalla
 Jenny Smith

Consultant for LP&L

Lanie Mycoff

1. Call to order.

The Chairman of the Electric Utility Board called the meeting to order at 8:04 a.m.

2. Public Comment – This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board Agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

There were no speakers signed up for public comment.

The Electric Utility Board recessed into Executive Session at 8:05 a.m.

3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer

or employee (Director of Electric Utilities, General Counsel, Chief Financial Officer, and Director of Customer Service).

The Electric Utility Board reconvened in open session at 2:46 p.m.

4. Adjourn

The meeting of the Electric Utility Board adjourned at 2:46 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman

**ELECTRIC UTILITY BOARD
REGULAR MEETING MINUTES
December 15, 2021
11:00 A.M.**

**Via In-Person and Video/Teleconference
Lubbock Power & Light**

**OPEN SESSION:
City Council Chambers
Citizens Tower
1314 Avenue K
Lubbock, Texas 79401**

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(646) 558 8656
877 853 5247 (Toll Free)
888 788 0099 (Toll Free)

Webinar link:

<https://us06web.zoom.us/j/85903688039?pwd=cUthHQ3JLR0xhOEISRDByTEx4VXVEdz09>

Webinar ID: 859 0368 8039

Password: 914420

**EXECUTIVE SESSION:
Citizens Tower
Council Workroom 101A
1314 Avenue K
Lubbock, Texas 79401**

A quorum of the Electric Utility Board will be physically present at the above-described address located in Citizens Tower, 1314 Avenue K, Lubbock, Texas, as it is the intent of the Electric Utility Board to have a quorum physically present at this location. One or more members of the Electric Utility Board, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

EUB

Dan Odom
Greg Taylor (via videoconference)
Butch Davis

City Council

Mayor Pro Tem Steve Massengale
Councilman Randy Christian
Councilwoman Sheila Patterson-Harris

LP&L Staff

David McCalla
Blair McGinnis
Jenny Smith

Don Boatman
Kevin McMahon
Solomon Fields
Gwen Stafford

Eddie Schulz
Jane Henry

Councilwoman Latrelle Joy
Councilman Jeff Griffith

City Staff
Jarrett Atkinson
Chad Weaver
Becky Garza

Matt Rose
Joe Jimenez
Hunter Harrison
Jamie Wood
Felix Orta
Ranu Manik
Beatrice Duenez
Brandon Miller

1. Call to Order.

The Chairman called the meeting to order at 11:03 a.m.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

There were no speakers signed up for public comment.

The Board recessed into Executive Session at 11:04 a.m.

Executive Session

3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - Discuss and deliberate generation matters.

- b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
 - c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - Discuss and deliberate purchased power and fuel matters.
 - d) risk management information, contracts, and strategies, including fuel hedging and storage;
 - Discuss and deliberate risk management strategies.
 - e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
 - Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.
 - f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
 - Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
- 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
 - (ii) legal advice and counsel regarding matters identified in Section 3(a)-(f) of this Agenda;

- (iii) legal issues regarding customer choice and Texas Utilities Code, Chapters 39 and 40;
 - (iv) Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Interim Update of Wholesale Transmission Rates, PUC Docket Number 52390, proceeding before the Public Utility Commission of Texas;
 - (v) Joint application of Oncor Electric Delivery Company LLC and the City of Lubbock, acting by and through Lubbock Power & Light, to transfer certificate of convenience and necessity rights under PURA § 37.154, PUC Docket No. 52726, proceeding before the Public Utility Commission of Texas; and
 - (vi) Legal matters related to the transition of the remainder of Lubbock Power & Light's load to the Electric Reliability Council of Texas.
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities, General Counsel, Chief Financial Officer, Director of Customer Service).
 6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment of a public officer or employee (Electric Utility Board).

The Electric Utility Board reconvened in open session at 12:37 p.m.

Open Session

7. Approve the minutes from the Regular Electric Utility Board Meeting of November 17, 2021.

Eddie Schulz made a motion and seconded by Jane Henry to approve the minutes as presented. The motion passed 8-0.

8. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage, and restoration efforts, staffing levels, regulatory matters, and operational performance metrics.

David McCalla discussed LP&L weatherization efforts, LP&L communication efforts of same, and related local media coverage. David McCalla also advised the Board of LP&L's efforts to warn customers about an increase in holiday scams.

9. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

This item was not discussed.

10. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on the legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same, including but not limited to rulemakings regarding weatherization and market design.

Greg Taylor joined the meeting at 12:41 p.m. Matt Rose informed the Board of weatherization rulemaking that was issued by the PUC on October 21, 2021, applicable to ERCOT generation entities and transmission service providers. Matt Rose informed the Board that ERCOT has identified five entities who did not submit the requisite weatherization filings with ERCOT, and who were consequently fined. Matt Rose also summarized the operating reserve demand curve, load-serving entity obligation, and emergency response service proposals by the PUC. David McCalla described the proposals in greater detail, informed the Board of LP&L's publicly stated positions with respect to the proposals, and answered questions from the Board.

Greg Taylor left the meeting at 12:59 p.m.

11. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on potential for providing customer choice to LP&L customers, the timing, process, and content of a potential irrevocable opt-in resolution; the need for a provider of last resort and any potential requirements or process for same; the option for LP&L to serve as the provider of last resort; distribution projects necessary for opt-in; proceedings before the Public Utility Commission of Texas; the impacts or benefits to customers, LP&L, and the City resulting from opt-in; potential REP availability in the LP&L service territory; customer education on retail choice; opt-in requirements and ensuing changes in business processes, operations, and potential organizational changes; and other related matters regarding the initiation of competition for retail electric service in Lubbock Power & Light's certificated retail service area.

Greg Taylor re-entered the meeting at 1:02 p.m.

David McCalla answered questions previously posed by the Board. David McCalla informed the Board that an LP&L POLR option would require \$12 million to implement, six months of lead time to configure the requisite systems, and would expose LP&L to risk in continuing to fulfill power supply obligations. David McCalla then reviewed the necessary technological requirements and implementations to actualize any LP&L POLR option. Solomon Fields requested a special EUB meeting or an EUB committee meeting so the Board could review more detailed information. Greg Taylor recommended probing the possibility of an LP&L POLR option in parallel with implementing the opt-in requirements solutions. Dan Odom asked whether LP&L or City Utilities could reach out to customers who have not selected a REP and who are about to be or have been designated as a POLR customer. David McCalla agreed with that proposal.

12. Consider a resolution appointing a new Director of Electric Utilities, effective upon or after the retirement of Mr. McCalla, and the terms of that appointment.

This item was not considered.

13. Consider, nominate, and elect officers of the Electric Utility Board, and consider possible minuted action to appoint members for officer positions.

Gwen Stafford made a motion and seconded by Kevin McMahon to retain all officer titles for one year, with Dan Odom as Chairman, Kevin McMahon as Vice-Chairman, and Gwen Stafford as Secretary. The motion was approved 9-0.

Consent

Don Boatman made a motion and seconded by Butch Davis to approve items 14-23 as presented. The motion passed 9-0.

14. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Professional Services Contract by and between City of Lubbock, acting by and through Lubbock Power & Light and Advanced Control Systems, Inc. ("ACS") regarding software support consulting services.
15. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Third Amendment to Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light and Principle Services, LLC, regarding professional services related to project management, cost tracking, procurement assistance, landowner relations, easement support services, communication and coordination with other utilities, Consultant oversight, construction management services, and other related services.
16. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Doble Master Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light and Doble Engineering Company, regarding the use of Test Equipment, software, and/or other services.
17. Consider a resolution, approving Lubbock Power & Light's form Interconnection Agreement, effective January 17, 2022, as revised and amended in the Interconnection Agreement attached to the Resolution, and repealing Lubbock Power & Light's form Interconnection Agreement for all interconnections entered into on or after January 17, 2022, previously adopted by Resolution EUB 2015-R0054, and as amended in EUB 2018-R0072, and replaced by EUB 2021-R0055, and any prior form interconnections for Lubbock Power & Light.
18. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Agreement for Goods – AMI Meters, Annual Pricing attached to the resolution, by and between the City of Lubbock, acting by and through Lubbock Power &

Light, and Anixter, Inc., regarding the purchase of certain electric AMI meters, compatible with LP&L's advanced metering system.

19. Consider a resolution authorizing the Chairman of the Electric Utility Board to execute that certain Fifth Amendment to TMG Utility Advisory Services Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., regarding professional consulting services related to implementation of various systems for LP&L.
20. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Caldwell Country Chevrolet, ITB# 7101-22-EUA, for LP&L Fleet Vehicles.
21. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Ditch Witch Southwest, ITB# 7106-22-EUA, for LP&L Pothole Machine and Excavator.
22. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Barricades Unlimited, Inc., and by and between the City of Lubbock, acting by and through Lubbock Power & Light, and FC Traffic Control, Inc., RFP# 7115-22-ELD, for LP&L Traffic Control Services – Annual Pricing.
23. Consider a resolution ratifying those certain Purchase Orders, as attached to the resolution, executed by and between the City of Lubbock, acting by and through Lubbock Power & Light and Anixter Inc., RFP# 7117-22-ELD, for LP&L PVC Conduit for Underground Distribution.
24. Adjourn.

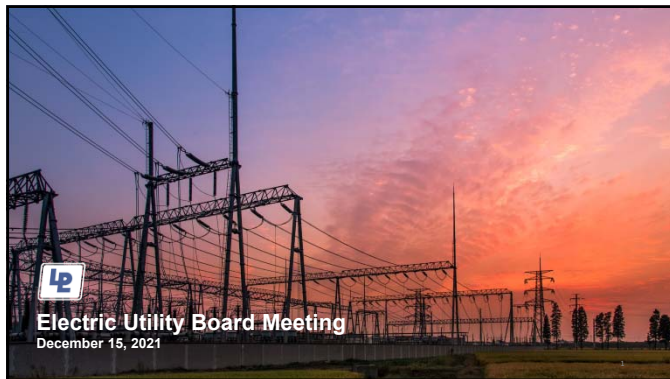
The meeting adjourned at 1:23 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman



Legislative Update

Weatherization Rulemaking

- **PUC 51840** – Weatherization standards
 - o Implements SB3 and directives from Governor’s letter to agencies
 - o Requires both generation and transmission to implement weather prep measures sufficient to 95th percentile weather conditions
 - o Comments submitted and rule was adopted by the PUC on October 21, 2021

The adopted rule applies:

- o ERCOT
- o Generation entities
- o Transmission Service Providers (TSPs)

Legislative Update

Weatherization Rulemaking

By December 1, 2021, a generation entity must complete the following:

- o Preparedness intended to ensure sustained operation of all cold weather critical components
- o Install wind breaks, enclose sensors, inspect thermal insulation and air moisture prevention systems, conduct maintenance on freeze protection components
- o Use best efforts to address cold weather critical component failures occurring between November 30, 2020 and March 1, 2021
- o Provide training on winter weather preparedness

By December 1, 2021, generation entities must submit a winter weather readiness report

By December 10, 2021, ERCOT must file with the Commission comprehensive checklist forms to be used for inspections and a compliance report that addresses whether each generation entity has submitted winter weather readiness reports

Legislative Update

Weatherization Rulemaking

By December 1, 2021, a TSP must complete the following:

- o Preparedness intended to ensure sustained operation of all cold weather critical components
- o Confirm ability of all systems and subsystems containing cold weather critical components
- o Use best efforts to address cold weather critical component failures occurring between November 30, 2020 and March 1, 2021
- o Provide training on winter weather preparedness

By December 1, 2021, TSP entities must submit a winter weather readiness report

By December 10, 2021, ERCOT must file with the Commission comprehensive checklist forms to be used for inspections and a compliance report that addresses whether each TSP has submitted winter weather readiness reports

ERCOT Market Redesign – PUC Proposal

Improving Price Signals and Operational Reliability

Operating Reserve Demand Curve (ORDC)
Modify the ORDC to reward reliable generation assets that are able to be dispatched as the ERCOT reserve margin decreases.

- **Immediate:** Changes made by January 1, 2022 to set the Minimum Contingency Level (MCL) at 3,000 MWs and set the system-wide offer cap at \$5,000 per MWh.
- **Next Step:** Decouple the system-wide offer cap and Value of Lost Load and establish a new Value of Lost Load based on quantitative analysis. Require a report from ERCOT to PUC November 1 of every even numbered year.

ERCOT Market Redesign – PUC Proposal

Improving Price Signals and Operational Reliability

Demand Response
Adopt changes that allow for more targeted demand response to increase utilization of load resources for grid reliability.

- **Next Step:**
 - Pursue market modifications and technical measures to improve transparency of price signals for load resources
 - Set higher performance standards for energy efficiency programs.
- Direct ERCOT to evaluate actions that have already been taken to accommodate customer aggregation participation—i.e., virtual power plants (VPPs)—in the ERCOT market, determine how much customer aggregations currently participate in the ERCOT market, and identify current barriers for VPP participation in the ERCOT real-time and ancillary services markets.

ERCOT Market Redesign – PUC Proposal

Improving Price Signals and Operational Reliability

Emergency Response Service (ERS) Reform
ERS is an operational reliability tool that should be deployed earlier to allow participating large commercial and industrial consumers, distributed generation (DG) facilities, and aggregated customers to curtail their electricity consumption to reduce demand on the grid to help avoid conservation appeals and emergency conditions.

- **Immediate:** Codify good cause exception ordered by the Commission in the Fall of 2021 directing ERCOT to deploy ERS at MCL.
- **Next Step:**
 - Determine whether the ERS procurement methodology should be changed to provide for the procurement of a specific MW quantity or some other measure than a fixed dollar amount.
 - Determine whether the ERS program should include seasonal apportionment.

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services

Fast Frequency Response Service (FFRS)
ERCOT is currently developing FFRS to help stabilize grid frequency in the future.

- **Immediate:** ERCOT will continue to pursue its current implementation schedule for this new reliability product.

Loads in Non-Spinning Reserve Service
Expansion of ERCOT's existing Non-Spinning Reserve Service (Non-Spin) to allow loads to participate in the service to provide additional versatility for addressing forecast error or ramping issues in the future.

- **Immediate:** ERCOT will continue to pursue its current implementation schedule for this new reliability product.

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services

Firm Fuel Product
The Commission should direct ERCOT to develop a discrete firm fuel-based reliability service pursuant to Senate Bill (SB) 3. This reliability service would provide additional grid reliability and resiliency during extreme cold weather and compensate generation resources that meet a higher resiliency standard.

- **Next Step:** ERCOT will continue to pursue its current implementation schedule for this new reliability product.
 - Determine whether this stand-alone, discrete service can be incorporated into a load-side reliability mechanism in the future.
 - Determine whether this product should be procured by ERCOT through a competitive auction, competitive request for proposal (RFP) process (similar to ERCOT's current Black Start program), or some other competitive procurement method.

Voltage Support Compensation
The ERCOT market will develop a product to compensate valuable voltage support services that will help maintain grid stability as more inverter-based resources enter the market.

- **Immediate:** Analyze and develop a product to compensate resources for providing voltage support.

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services

ERCOT Contingency Reserve Service (ECRS)
ERCOT is currently developing ECRS to serve as an additional operational reliability tool to help maintain grid reliability by managing increasing variability and ramping issues associated with higher renewable generation penetration on the grid in the future.

- **Immediate:** ERCOT will accelerate the implementation of this new reliability product.
- **Next Step:**
 - Determine options for sizing the product.
 - Allocate cost of ECRS consistent with cost-causation principles, in a non-discriminatory manner pursuant to SB 3.
- **Additional Tasks:** The Commission will open rulemaking proceedings and other projects to request technical feedback and provide rate recovery of reasonable and necessary distribution voltage reduction costs and review DG interconnection procedures.

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services
Load-Side Reliability Mechanism

The Commission has agreed to develop a load-side reliability mechanism that will serve the purpose of ensuring the supply of dispatchable generation is sufficient to meet system demand in ERCOT. The Commission will develop a load-side reliability mechanism that will adhere to the principles listed below. The Commission's development of a load-side reliability mechanism will take into consideration the following proposals and how they can be implemented adhering to the stated principles.

Load-Serving Entity (LSE) Obligation

- E3's load-serving entity (LSE) Obligation Proposal
- As proposed in Chairman Lake's 10/20/21 Memorandum
- Proof of Purchase with required showing, as described by Lubbock Power and Light excluding the transmission studies

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services
Load-Side Reliability Mechanism

- Principles: A load-based reliability mechanism should:
 - Offer economic rewards and provide robust penalties or alternative compliance payments based on a resource's ability to meet established standards (including penalty at cost of new entry for both non-compliance of load and non-performance of generation).
 - Build on ERCOT's existing Renewable Energy Credit (REC) trading program framework or other existing framework to the extent practicable.
 - Be self-correcting (in a properly functioning market, higher energy prices will incentivize new supply and over time that additional supply will drive energy prices back down to market equilibrium).
 - Have clear performance standards (incentivize higher performance).
 - Sizing of the program must be dynamic (e.g., peak net load).

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services
Load-Side Reliability Mechanism

- Principles: A load-based reliability mechanism should:
 - Provide a forward price signal to encourage investment in dispatchable generation resources.
 - Value or qualify resources based on capability.
 - Establish standards that can be regularly tested or certified upon the start of commercial operation.
 - Be proportional to the system need, with dynamic pricing and sizing to ensure reliability needs are met without over-purchasing reserves.
 - Be compatible with ERCOT's robust competitive retail electricity market that provides choice for consumers.
 - Ensure market power concerns are mitigated, especially regarding electric generation companies that also serve retail customers, so that competition and innovation will continue to thrive in the ERCOT market.

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services
Backstop Reliability Service

The Commission has agreed to develop a backstop reliability service that will serve as a new dynamic and flexible reliability tool to prospectively target and meet specific reliability needs that will not be met by ERCOT's real-time and ancillary services market. The backstop reliability service will be used to procure accredited new and existing dispatchable resources to serve as an insurance policy to help prevent emergency conditions in ERCOT.

- Principles: The backstop reliability service should:
 - Be sized on a dynamic, flexible basis to meet a specific reliability need (i.e., seasonal net load variability, low-probability/high-impact scenarios).
 - Include new and existing accredited dispatchable generation resources that are seasonally tested and able to meet specific minimum and maximum start-time and duration requirements.
 - Include robust non-performance penalties and clawback of payment for non-compliance.
 - Deploy generation resources in a manner that does not negatively impact real-time energy prices (i.e., the deployed generation resources will truly serve as a backstop).

ERCOT Market Redesign – PUC Proposal

Enhancing Ancillary Services
Backstop Reliability Service

- Principles: The backstop reliability service should:
 - Provide a forward price signal through an annual procurement on a seasonal basis to encourage investment in dispatchable generation resources.
 - Include cost allocation to load based on a load ratio share basis that is measured on a coincident net-peak interval basis.
 - Be developed through a framework that would allow maximum expedited implementation by ERCOT.
 - Be analyzed in conjunction with other long-term market design enhancements.



ELECTRIC UTILITY BOARD MINUTES
SPECIAL MEETING
December 28, 2021
1:00PM

Via In-Person and Video/Teleconference
Lubbock Power & Light

OPEN SESSION:
City Council Chambers
Citizens Tower
1314 Avenue K
Lubbock, Texas 79401

The public may also listen to the meeting by calling any of the following numbers:

(346) 248 7799
(669) 900 9128
(253) 215 8782
(301) 715 8592
(312) 626 6799
(646) 558 8656
877 853 5247 (Toll Free)
888 788 0099 (Toll Free)

Webinar link: <https://us06web.zoom.us/j/89304365710?pwd=SFBxQVJuQ0hUWE1PRTUxRnVta2ZHUT09>

Webinar ID: 893 0436 5710

Password: 947540

EXECUTIVE SESSION:
Citizens Tower
Council Workroom 101A
1314 Avenue K
Lubbock, Texas 79401

A quorum of the Electric Utility Board will be physically present at the above-described address located in Citizens Tower, 1314 Avenue K, Lubbock, Texas, as it is the intent of the Electric Utility Board to have a quorum physically present at this location. One or more members of the Electric Utility Board, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

EUB

Dan Odom
Greg Taylor
Butch Davis

Don Boatman (via videoconference)
Gwen Stafford
Eddie Schulz
Jane Henry
Solomon Fields

City Council

Mayor Pro Tem Steve Massengale
Councilman Griffith
Councilman Chadis
Councilman Christian

City Staff

Jarrett Atkinson
Mitch Satterwhite
Clifton Beck

LP&L Staff

David McCalla
Blair McGinnis
Jenny Smith
Matt Rose
Joe Jimenez
Beatrice Duenez
Jamie Wood
Michelle Cook

1. Call to order.

The Chairman called the meeting of the Electric Utility Board to order at 1:01 p.m.

2. Public Comment – This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board Agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

There were no speakers signed up for public comment.

Executive Session

3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel.
 - c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - d) risk management information, contracts, and strategies, including fuel hedging and storage;
 - e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
 - f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility

Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

- (i) legal issues regarding contract(s) herein listed on the agenda;
 - (ii) legal advice and counsel regarding matters identified in Section 3(a)-(f) of this Agenda;
 - (iii) legal issues regarding customer choice and Texas Utilities Code, Chapters 39 and 40; and
 - (iv) legal advice and counsel regarding Title I, Chapter 2 of the Lubbock Code of Ordinances and Lubbock City Charter
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities).

The Electric Utility Board reconvened in open session at 1:46 p.m.

Open Session

6. Consider a resolution appointing Joel Ivy as the Director of Electric Utilities of Lubbock Power & Light, effective May 2, 2022, and the terms of that appointment.

Gwen Stafford made a motion and seconded by Greg Taylor to bring this item to the floor for discussion. Greg Taylor commented that Mr. Joel Ivy was the best candidate procured nationwide by LP&L's recruiting consultant of approximately twenty candidates for the position of Director of Electric Utilities. Greg Taylor also reported that Mr. Joel Ivy was the top candidate when interviewed by the HR Committee and when interviewed by the full Electric Utility Board. Greg Taylor expressed the Board's gratitude for Mr. David McCalla's service to LP&L as its Director of Electric Utilities. The Chairman also expressed his gratitude for Mr. David McCalla's service and his willingness to serve until the end of April. The motion passed 8-0.

7. Consider a budget amendment, amending the FY 2021-22 Operating Budget and Capital Program to establish Capital Improvement Project (CIP) #92755 - Massengale Station Gas Turbine #8 (GT-8) Repairs and transfer funds from Fund 211 - Electric Operations to Fund 214 - Electric Capital, and recommending same to the City Council of the City of Lubbock.

Butch Davis made a motion and seconded by Gwen Stafford to bring this item to the floor for consideration. Joe Jimenez informed the Board that the purposes of this Budget Amendment is to promptly undertake repairs to Massengale Station. A discussion ensued between Board and Staff regarding the repairs, the insurance deductible, and related financial considerations. The motion passed 8-0.

8. Consider a resolution authorizing the Director of Electric Utilities to terminate that certain Gas Purchase Contract, as extended in that Extension of Gas Purchase Contract dated June 26, 2001, between City of Lubbock, Texas (the "City"), City of La Grange, Texas, and Texas Municipal Gas Corporation ("TMGC") (the "Agreement"), and recommend ratification of same to the City Council of the City of Lubbock.

Greg Taylor made a motion and seconded by Butch Davis to bring this item to the floor for discussion. Jenny Smith discussed this item, and that this was an administrative issue to terminate this contract that has not been used in some time. The motion passed 8-0.

9. Adjourn

The meeting adjourned at 1:54 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman

**THE ELECTRIC UTILITY BOARD
MINUTES
SPECIAL MEETING
December 28, 2021
1:30PM**

**Via In-Person and Video/Teleconference
Lubbock Power & Light**

**Citizens Tower
City Council Chambers
1314 Avenue K
Lubbock, Texas 79401**

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Webinar link: <https://us06web.zoom.us/j/82553180586?pwd=SDFldGFBZEFaQW5UTXozMk5XTUNXUT09>
Webinar ID: 825 5318 0586
Password: 511813

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Dan Odom
Greg Taylor
Butch Davis
Don Boatman
Jane Henry
Eddie Schulz
Gwen Stafford
Don Boatman (via
videoconference)

City Council

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City Staff

Jarrett Atkinson
Blu Kostelich

LP&L Staff

David McCalla
Jenny Smith
Matt Rose
Joe Jimenez
Beatrice Duenez
Jamie Wood
Michelle Cook
Blair McGinnis (via
videoconference)

1. Call to order.

The Chairman called the meeting of the Electric Utility Board to order at 2:03 p.m.

2. Public Comment – This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board Agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No speakers were signed up for public comment.

3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on potential for providing customer choice to LP&L customers, which may include, but is not limited to, the following subtopics:
 - (a) the timing, process, and content of a potential irrevocable opt-in resolution and potential future meetings on the subject of retail competition for LP&L customers;
 - (b) the need for a provider of last resort and any potential requirements or process for same, including analysis of the process utilized by the Public Utility Commission of Texas;
 - (c) the option for LP&L to serve as the provider of last resort and business and operational considerations for same;
 - (d) distribution projects necessary for opt-in;
 - (e) status of LP&L's load that remains in the Southwest Power Pool, and potential proceedings before the Public Utility Commission of Texas to transition that load to the Electric Reliability Council of Texas;
 - (f) the impacts or benefits to customers, LP&L, and the City resulting from opt-in;
 - (g) the development of transmission and distribution rates, and progress of same;
 - (h) potential retail electric provider availability in the LP&L service territory and comparison with other areas of the state open to competition;
 - (i) customer education on retail choice and communication plans on same, and discussion of various services that assist customers in selecting a retail electric provider;
 - (j) opt-in requirements and ensuing changes in business processes, operations, and potential organizational changes; and
 - (k) other related matters regarding the initiation of competition for retail electric service in Lubbock Power & Light's certificated retail service area.

LP&L staff discussed requirements of POLR designation in the event LP&L is designated a POLR provider. David McCalla introduced the purpose of this presentation and asked that Board members feel free to ask questions as they arise.

Jamie Wood discussed additional business and customer service staffing requirements, the business unit structure changes, and technology integrations and business processes that would be needed for LP&L to fulfill TDSP and POLR obligations.

Pam Shaw addressed Solomon's Fields' question regarding the separation of the customer service business functions and the reason why duplication of technology implementations and business processes will be needed if LP&L is POLR designated.

Joe Jimenez discussed transmission distribution utility charges and financial implications of POLR designation. Joe Jimenez also informed the Board that LP&L POLR designation make load forecasting more complicated and challenging due to the uncertainty in projecting how many customers will be on the POLR rate. The Board and Staff discussed the financial benefits to becoming a POLR provider. Joe Jimenez also informed the Board that POLR designation could make it more difficult to project FFE and PILOT transfer amounts to the City.

Jenny Smith reviewed the PURA legal requirements for POLR designation, including: (i) the requirement that the governing body make the designation, (ii) the governing body may establish procedures and criteria for designating a POLR, and (iii) the governing body may redesignate according to a schedule it deems appropriate. Jenny Smith also discussed the PUC model rule outlining a non-binding but instructive process for LP&L POLR designation.

Matt Rose discussed LP&L's communication methods, mediums, and strategies that could be used to inform the public of LP&L's opt-in to customer choice, POLR designation, and any options available to or actions needed by customers as a result. Matt Rose also discussed the kickoff open house presentation and discussion to be held the week of January 10 to advise the public of LP&L's plans to opt-in and to solicit feedback and questions.

David McCalla described a process, utilizing the Power to Choose website, by which retail electric provider could be efficiently selected by a customer in LP&L's service territory after opt-in. David McCalla also gave recommendations for selecting a reliable and cost-effective REP. David McCalla also informed the Board that customers in LP&L's service territory could obtain assistance in selecting a REP by contacting a number of companies. David McCalla advised the Board of the status of regulatory approvals for opt-in and LP&L's proposed schedule for opt-in decision by the Electric Utility Board and City Council. All presenters addressed questions by Board members as they arose, and Board and Staff discussed the presentation proposals.

4. Adjourn

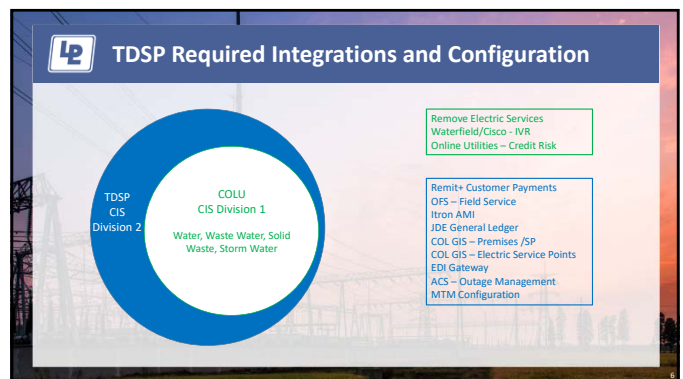
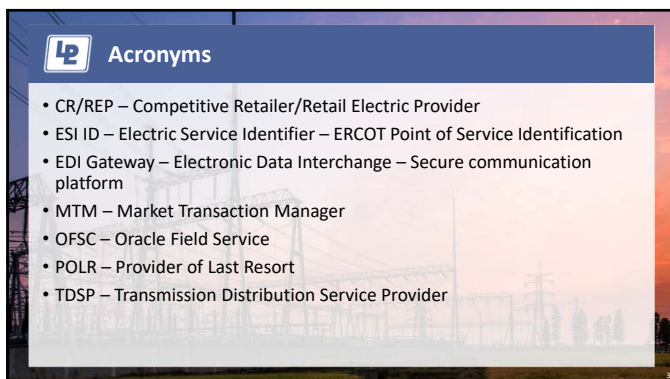
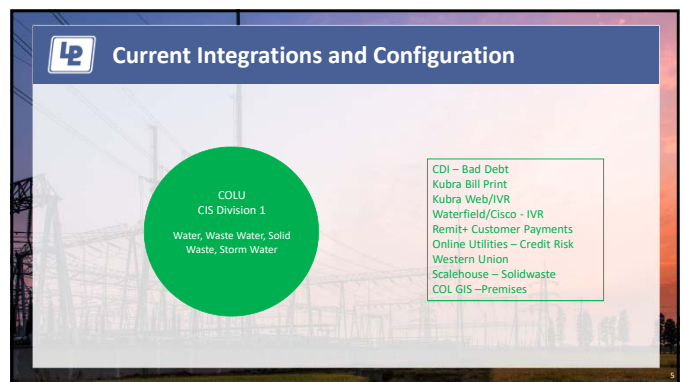
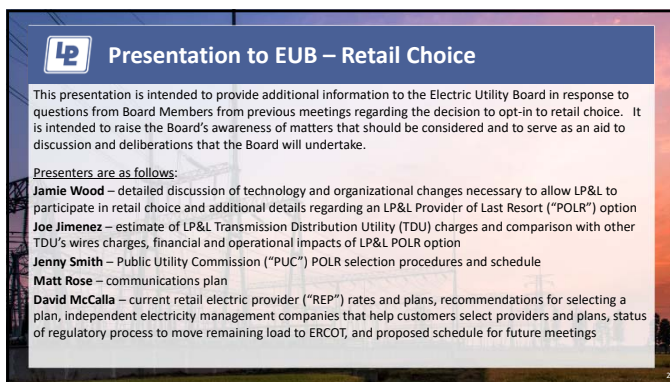
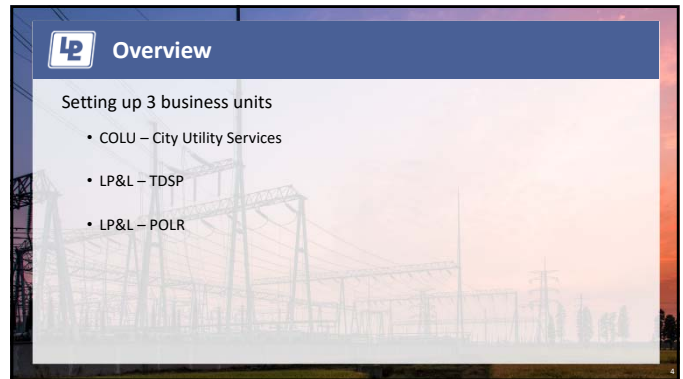
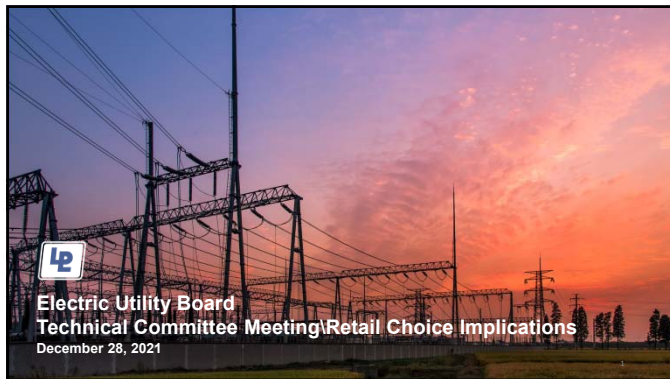
The meeting was adjourned at 3:57 p.m.

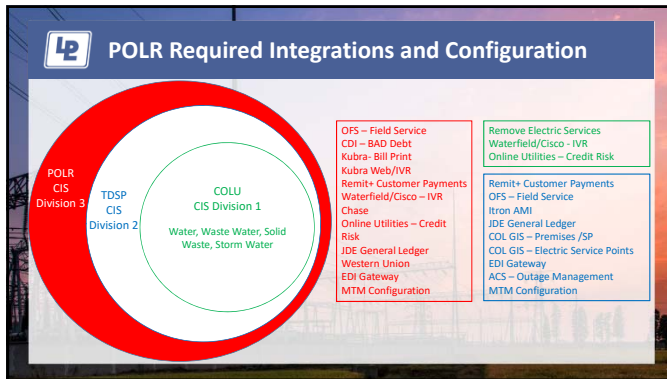
Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman





Cost Breakdown

	CIS Division COLU	CIS Division TDSP	CIS Division POLR
Oracle Services		8 Weeks Configuration Workshops	8 Weeks Configuration Workshops
		23 Transaction Sets	18 Transaction Sets
		8 Configuration Solution Sets	8 Configuration Solution Set
12 Integrations	6 Integrations	11 Integrations	
	2 Weeks Reporting Workshops	2 Weeks Reporting Workshops	
	Environment Preparation	Environment Preparation	
Create Electric Exit Strategy	Create Electric Entrance Strategy	Create Electric Transfer Strategy	
Up to 6 Dress Rehearsals	3 Dress Rehearsals	3 Dress Rehearsals	
Modify 175 Batch Processes	Create and Monitor 175 Batch Processes	Create and Monitor 175 Batch Processes	

Cost Overview

	TDSP Budgeted	Estimated POLR Option	
TMG Services	\$7,743,628	\$5,156,372	Assumed Additional ~2/3 Cost
Oracle Software	\$608,370	\$473,550	Additional Environments
Oracle Services	\$8,874,479	\$6,125,521	Assumed Additional ~2/3 Cost
EDI Gateway	\$135,000	\$150,000	Double Cost; Additional Portal
Kubra	\$0	\$200,000	Bill Print, Web Portal, Web/Phone Payment
IVR	\$0	\$125,000	POLR IVR Customer Service Queues
Remit+	\$0	\$125,000	Separate Instance for POLR Customer Payments
Western Union	\$0	\$125,000	Separate Configuration for POLR Customer Payments
Collection Agency	\$0	\$125,000	Separate Configuration for POLR Bad Debt
Total	\$17,361,477	\$12,605,443	

Organizational Changes TDSP Only

The current City of Lubbock Utilities team supports approximately 200,000 Electric and Water meters as well as Waste Water, Solid Waste, and Storm Water services.

- Water, Waste Water, Solid Waste, and Storm Water services will continue to be supported as they are today by Utility staff.
- Electric Services, of which the new Market staff will be responsible, will be supporting the additional processes required, upon entry into the competitive market.

Department	Current COLU Staff	New Electric Market Staff (TDSP)*	COLU All other City Utilities*
Billing	14	10	12
System Support	10	10	10
Collections	9	0	6
Dispatch	14	9	6
CS Call Center	52	0	30
Market Operations	0	15	0
Field Service	32	16	16

*Staff information estimated; subject to change

Cost Breakdown

	CIS Division COLU	CIS Division TDSP	CIS Division POLR
TMG Services		Project Management	Project Management
	Change Management	Change Management	Change Management
		Solution Architect	Solution Architect
Integration	Integration	Integration	Integration
Business Process	Business Process	Business Process	Business Process
	Testing	Testing	Testing
Training	Training	Training	Training

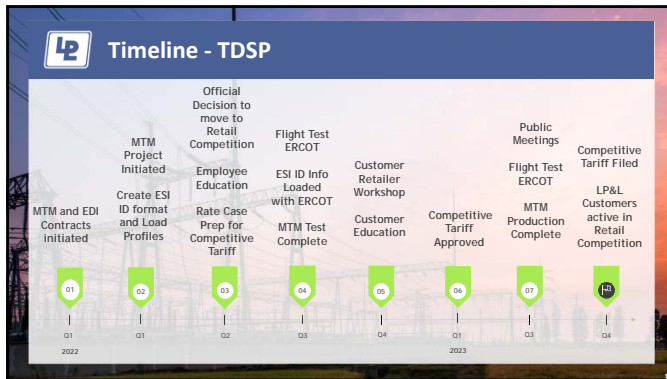
Organizational Changes POLR Option

The current City of Lubbock Utilities team supports approximately 200,000 Electric and Water meters as well as Waste Water, Solid Waste, and Storm Water services.

- POLR Electric, Water, Waste Water, Solid Waste, and Storm Water services will continue to be supported as they are today by Utility staff.
- TDSP Electric Services, of which the new Market staff will be responsible, will be supporting the additional processes required, upon entry into the competitive market.

Department	Current COLU Staff	New Electric Market Staff (TDSP)*	New COLU Utility Staff (POLR)*	COLU All other City Utilities*
Billing	14	10	8	12
System Support	10	10	8	10
Collections	9	0	4	6
Dispatch	14	9	3	6
CS Call Center	52	0	16	30
Market Operations	0	15	6	0
Field Service	32	16	0	16

*Staff information estimated; subject to change. It is anticipated that LP&L will overstaff initially to manage transition to ERCOT market operations with sufficient, trained personnel.

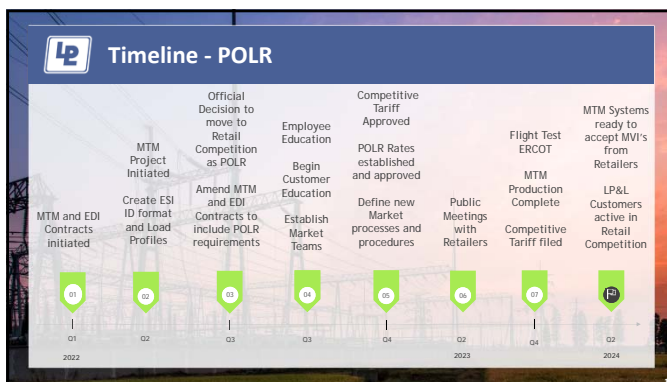


LP Transmission Distribution Utility Charges (estimated)

Transmission Distribution Utility Charges (TDU) – TDU delivery charges are what your local T&D companies charges each customer for the cost of maintaining electricity poles & wires, meters, storm restoration, etc.

- LP&L's effective or average projected rate (total costs divided by total retail load) is **\$0.0457/kWh**.

TDU Delivery Charges: Updated December 15, 2021	TDU Delivery Charges: (Total Per Month & Total Per kWh by TDU)				
	ONCOR ²	CENTERPOINT ENERGY	AEP TEXAS CENTRAL ¹	AEP TEXAS NORTH	TEXAS - NEW MEXICO POWER
Total TDU Charges Per kWh:	4.15430¢	4.63970¢	4.51740¢	4.10960¢	5.16020¢

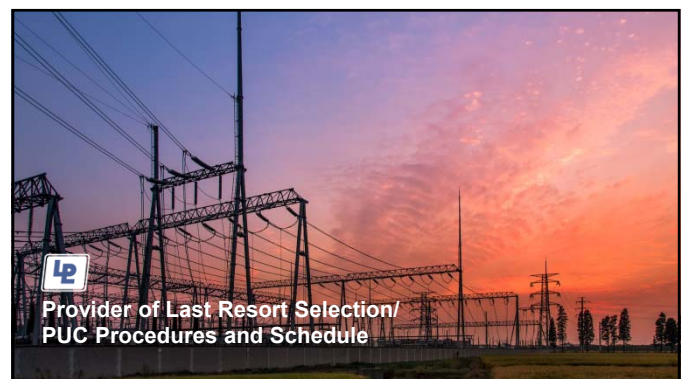
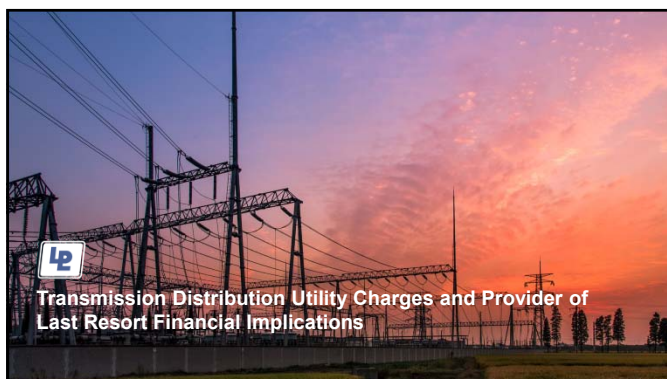


LP Provider of Last Resort Financial Implications

Purchased Power Risks – Forecasting our load needs will become a real challenge as it will be difficult to determine what our load profile looks like given the uncertainty of how many customers will be on the POLR rate.

- Hedging Strategy Risks (Risk of over hedging or not procuring enough energy)
- Pricing Volatility (Natural Gas Prices and Weather Conditions)
- Price per kWh can be elevated due to fixed costs associated with procuring energy.

Franchise Fee and Pilot – Uncertainty of the revenues generated from the POLR rate make it more difficult to project the transfers of FFE and PILOT to the City.



LP Provider of Last Resort

Tex. Utilities Code § 40.053(c):

"On its initiation of customer choice, a municipally owned utility shall designate itself or another entity as the provider of last resort for customers within the municipally owned utility's certificated service area as that area existed on the date of the utility's initiation of customer choice. The municipally owned utility shall fulfill the role of default provider of last resort in the event no other entity is available to act in that capacity."

Tex. Utilities Code § 40.053(e):

"(c) The governing body of a municipally owned utility may establish the procedures and criteria for designating the provider of last resort and may redesignate the provider of last resort according to a schedule it considers appropriate."

LP Provider of Last Resort

General Overview

- Providers of last resort must generally abide by the PUC's Customer Protection Rules for Retail Electric Service (Subchapter R of the PUC Substantive Rules).
- Public Utility Commission Rules provide for standard terms of service for each class of customer. Sample for residential customers can be found here: <https://texreg.sos.state.tx.us/fids/201801809-1.pdf>
- Providers of last resort serve two-year terms.

LP Provider of Last Resort

- The Public Utility Commission of Texas follows a process for its selection of a Provider of Last Resort. Here, the governing bodies can develop their own process, criteria, and schedule for designation. Nevertheless, the Public Utility Commission of Texas's process may be instructive.
- Public Utility Commission of Texas process outlined in PUC Substantive Rule 25.43. **Note that this rule is expressly not applicable to municipally owned utilities that designate themselves or another entity as a provider of last resort.**

LP Provider of Last Resort

Process

- Each even numbered year, the Commission shall determine the eligibility of certified retail electric providers to serve as providers of last resort for a term to commence in January of the next year.
- All retail electric providers submit specified information to the Commission by July 10th of each even-numbered year. The Public Utility Commission of Texas states that it "designates eligible REPs with the greatest market share based on retail sales in megawatt-hours, by customer class and POLR area, as large service providers (LSPs)." The LSP with the greatest market share lists the provider of last resort rate for each customer class in each provider of last resort area.
- To see how the process works at the Public Utility Commission, Project No. 50500 contains the filings from 2020 for the selection of Providers of Last Resort for the 2021-2022 term.

LP Provider of Last Resort

General Overview

- Provider of Last Resort Service is divided into four customer types: (1) residential, (2) small non-residential, (3) medium non-residential, and (4) large non-residential. The Public Utility Commission of Texas may designate a provider to serve any or all of the four customer classes.
- Provider of last resort is required to offer a basic, standard retail service package to customers that it is designated to serve. This includes basic firm service and call center facilities available for customer inquiries.
- Generally, billing to residential customers must require a notice that other competitive products may be available. The provider contact information must be included, as well as the information for the power to choose website, as well as a prescribed notice from the commission.

ID	Category	TDU Service Area	Residential	Small Non-Residential	Medium Non-Residential	Large Non-Residential
1	Number of ESI IDs for each Customer Class and TDU Service Area for the REP (this information will come from each REP)	Once				
	Contingent	Once				
	TH&P	Once				
	AEP Texas North	Once				
2	Total Number of ESI IDs for each Customer Class and TDU Service Area for the Total Market (REP obtains this information from ERCOT Client Services)	Once				
	Contingent	Once				
	TH&P	Once				
	AEP Texas North	Once				
3	ESI ID Market Share for each Customer Class and TDU Service Area for the REP (shown as a percentage based on the ratio of 1 and 2)	Once	MON/19	MON/19	MON/19	MON/19
	Contingent	Once	MON/19	MON/19	MON/19	MON/19
	TH&P	Once	MON/19	MON/19	MON/19	MON/19
	AEP Texas North	Once	MON/19	MON/19	MON/19	MON/19
4	Energy in Megawatt-Hour (MWh) for Each Customer Class and TDU Service Area for the REP (for Annual Period Ending 3/31/20)	Once	MON/19	MON/19	MON/19	MON/19
	Contingent	Once	MON/19	MON/19	MON/19	MON/19
	TH&P	Once	MON/19	MON/19	MON/19	MON/19
	AEP Texas North	Once	MON/19	MON/19	MON/19	MON/19
5	Total Energy in MWh for Each Customer Class and TDU Service Area for the Total Market (REP obtains this information from ERCOT Client Services)	Once	MON/19	MON/19	MON/19	MON/19
	Contingent	Once	MON/19	MON/19	MON/19	MON/19
	TH&P	Once	MON/19	MON/19	MON/19	MON/19
	AEP Texas North	Once	MON/19	MON/19	MON/19	MON/19
6	Energy Market Share for Each Customer Class and TDU Service Area for the REP (shown as a percentage based on the ratio of 4 and 5)	Once	MON/19	MON/19	MON/19	MON/19
	Contingent	Once	MON/19	MON/19	MON/19	MON/19
	TH&P	Once	MON/19	MON/19	MON/19	MON/19
	AEP Texas North	Once	MON/19	MON/19	MON/19	MON/19
7	POLR Eligibility Score for the REP. (Sum of the percentages from 3 and 6. Must be 1.0 or higher to be eligible for POLR)	Once	MON/19	MON/19	MON/19	MON/19
	Contingent	Once	MON/19	MON/19	MON/19	MON/19
	TH&P	Once	MON/19	MON/19	MON/19	MON/19
	AEP Texas North	Once	MON/19	MON/19	MON/19	MON/19

Category	TDU Service Area	Residential	Small Non-Residential	Medium Non-Residential	Large Non-Residential
Designation of an LSP Affiliate. Where the reporting company is designated as an LSP and requests to have an LSP affiliate provide POLR services on its behalf, please provide the name and certificate number of the LSP affiliate on the line below and check any	Once	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Centexpoint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	THMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Customer Class/TDU Service Area where reporting company requests an LSP affiliate to provide POLR services. NOTE: The request is not complete until a separate filing is made by the requesting REP with the additional information required per 16 TAC §25.43(h)(9).	AEP Texas North	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AEP Texas Central	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service for Each Customer Class and TDU Service Area. Please indicate if the REP does NOT serve a particular customer class and/or has not executed a delivery service agreement with the TDU in a particular TDU service area.	Once	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Centexpoint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	THMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AEP Texas North	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AEP Texas Central	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minimal Service in Each Customer Class and TDU Service Area. Please indicate if the REP elects to opt out of eligibility for POLR status pursuant to 16 TAC § 25.43(h)(2)(H). An affidavit is required stating that the REP does not serve load in a particular customer class, except for low usage sites of the REP's large non-residential customers, or customers owned or franchised affiliates of the REP's large non-residential customers.	Once	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Centexpoint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	THMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AEP Texas North	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AEP Texas Central	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LP Provider of Last Resort

Termination of Provider of Last Resort status

- Rule 25.43(q) provides the circumstances where the Commission may revoke a provider of last resort status
 - Provider of last resort fails to maintain REP certification
 - Provider of last resort fails to provide service in a manner consistent with Rule 25.43
 - Provider of last resort fails to maintain appropriate financial qualifications (found in Rule 25.107(f))
 - For other good cause

	Please check "Not Qualified" to indicate that the REP does not qualify as a POLR under the referenced section from 25.43(h)(9). Otherwise, check "Qualified".	Not Qualified	Qualified
11	Revocation or Suspension of Certification. Check "Not Qualified" if certification is revoked or suspended; or if there is a current proceeding to revoke or suspend. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
12	Future Eligibility. Check "Not Qualified" if there is reason to believe the REP will not meet the POLR qualification requirements during POLR Service Term. If REP believes they are not qualified, then they must provide a detailed explanation. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
13	18 Months of REP Service. Check "Not Qualified" if the REP or its predecessor will not have served customers in Texas for 18 months at beginning of POLR term. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
14	Option 2 Certification. Check "Not Qualified" if certified as an Option 2 REP. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
15	Affiliate Only Service. Check "Not Qualified" if the REP serves only affiliates. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
16	Financial Standards Compliance. Check "Not Qualified" if the REP no longer meets minimum financial standards for certification. If REP believes they are not qualified, then they must provide a detailed explanation. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>
17	Technical and Managerial Standards Compliance. Check "Not Qualified" if the REP no longer meets technical and managerial standards for certification. If REP believes they are not qualified, then they must provide a detailed explanation. Otherwise, check "Qualified".	<input type="checkbox"/>	<input type="checkbox"/>

LP Provider of Last Resort

Reporting of Providers of Last Resort and other Requirements

- Specific information to be filed with the Commission quarterly
- Provider of last resort, among others, must notice customers who are moved to provider of last resort service
- Provider of last resort must comply with applicable customer protection rules prior to disconnection of customers

LP Provider of Last Resort

Provider of Last Resort Rates

- Rule 25.43(m) provides for rates applicable to POLR rates, which will vary based on customer class and type of provider.

LP Competition: Customer Communication

LP Competition Communication Overview		2022				2023			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Opt-In Open House									
Board and City Council Vote									
Provider of Last Resort RFP									
Provider of Last Resort Selection									
Potential Provider Outreach									
Competition Overview Materials									
Competition Open Houses									
Memorial Day ERCOT Cutover									
Competition Go-Live Countdown									

LP Open House

Week of January 10

- 30 minute presentation
- Breakout tables for public feedback
 - Billing/Customer Service
 - Power To Choose computer station
 - Rates
 - General Questions to Leadership

Each station will have signage, large notepad to take down general themes/concerns, and a customer survey questionnaire

LP Communication Plan

- Owned**
 - LPL website, social channels
 - LPL email List
 - Direct mailers
 - COLU website, social channels, account portal, IVR System, billing onserts
- Earned**
 - Press releases and advisories
 - Interviews
 - Fact sheets and one-pagers
- Paid**
 - Digital, print and radio ads
 - Boosted social posts

LP Open House Communication

Earned Media:

- Media Advisory (Week before and week of)
- Media Interviews
- Radio Show Appearances

Paid Media:

- Print (Lubbock AJ, EI Editor, Southwest Digest, Latino Lubbock)
- Radio (KFYO, KQBR, KKCL, KLLL, KMMX, KBTE, KONE, KXTQ/Spanish)
- Digital (Lubbock AJ, KCBD, EverythingLubbock, Fox 34, Telemundo)

LP Communication Plan

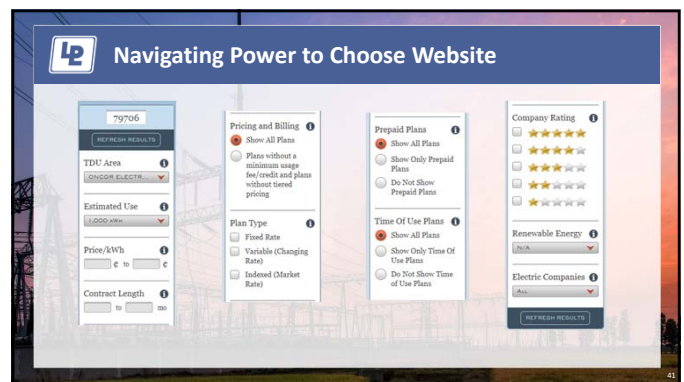
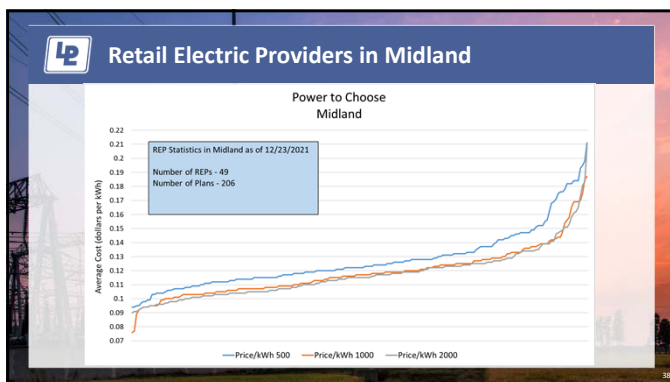
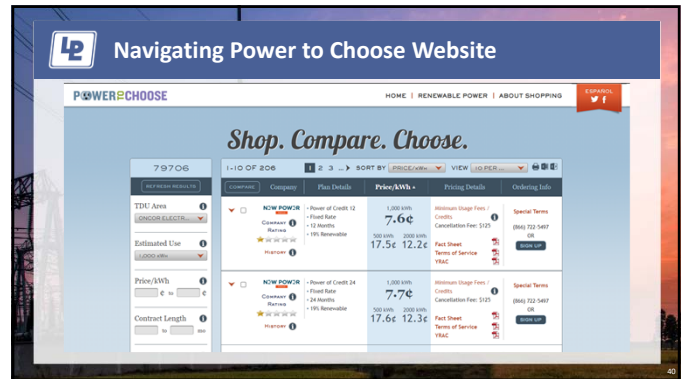
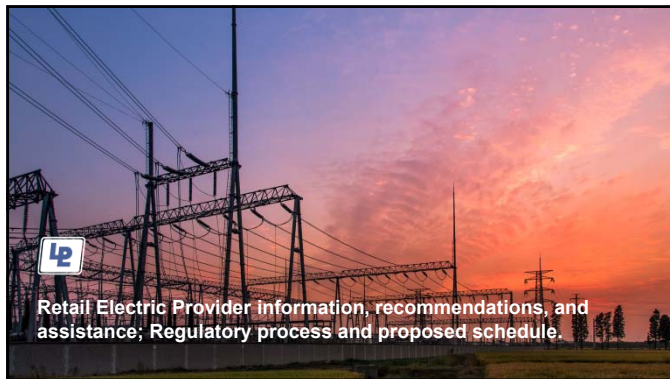
- Speaking Opportunities**
 - City Council/EUB Meetings
 - City Council District Meetings
 - Lubbock Organization Meetings (Chamber of Commerce, LEDA, Rotary, etc)
 - Lubbock Religious Organizations
- Open Houses**
 - LP&L will host several open house opportunities that will allow interested customers to hear directly from utility leadership
 - Farther along these events will likely include representation from those REPs that wish to participate in the Lubbock market

LP Customer Communication

Key Takeaways:

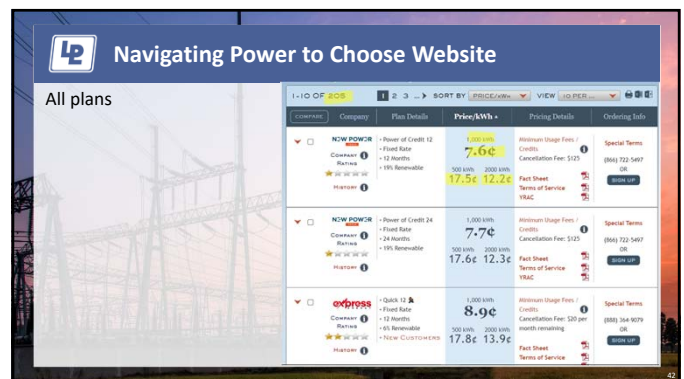
- Goal is to reach as many customers as possible
- Goal is to manage expectations for timeline and inform customers about actions they need to take
- Using a diverse mix of media and communication (Owned/Earned/Paid) is important to ensure we reach as many customers as possible
- Repetitive communication is important

Every single customer may not be reached but repetitive, clear communications that inform customers of what, why, and importantly when, can mitigate confusion during the cutover weekend



LP Navigating Power to Choose Website

- Make sure to use the right URL, there are other sites that mimic Power to Choose that are actually marketing sites
- This is the correct site:
<http://powertochoose.org/>
- Criteria to refine plan options:
 - Contract length
 - Pricing and Billing
 - Plan Type
 - Prepaid Plans
 - Time of Use Plans
 - Company Rating
 - Renewable Energy
 - Electric Companies



LP Navigating Power to Choose Website

+ Plans without a minimum usage fee/credit and plans without tiered pricing

Plans without a minimum usage fee/credit and plans without tiered pricing

1-10 OF 107

Company	Plan Details	Price/kWh	Pricing Details	Ordering Info
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.2¢	Cancellation Fee: \$175.00 per \$500 Fact Sheet Terms of Service YRAC	(866) 327-0882
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.7¢	9¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.2¢	Cancellation Fee: \$0.00 Fact Sheet Terms of Service YRAC	(866) 234-3202
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10¢	8.8¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.3¢	Cancellation Fee: \$175.00 per \$500 Fact Sheet Terms of Service YRAC	(866) 409-2781
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.8¢	9.1¢	

LP Navigating Power to Choose Website

+ Plans without a minimum usage fee/credit and plans without tiered pricing

+ Fixed Rate

+ 12 month term

+ 4 & 5 star rating

1-10 OF 107

Company	Plan Details	Price/kWh	Pricing Details	Ordering Info
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.8¢	Cancellation Fee: \$149.00 Fact Sheet Terms of Service YRAC	(877) 238-5343
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	11.2¢	10.7¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.8¢	Cancellation Fee: \$175.00 Fact Sheet Terms of Service YRAC	(866) 937-5937
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	11.4¢	10.5¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.8¢	Cancellation Fee: \$175.00 Fact Sheet Terms of Service YRAC	(866) 941-7975
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	11.4¢	10.5¢	

LP Navigating Power to Choose Website

+ Plans without a minimum usage fee/credit and plans without tiered pricing

+ Fixed Rate

Plan Type

Fixed Rate

Variable (Changing Rate)

Indexed (Market Rate)

1-10 OF 107

Company	Plan Details	Price/kWh	Pricing Details	Ordering Info
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.2¢	Cancellation Fee: \$175.00 per \$500 Fact Sheet Terms of Service YRAC	(866) 327-0882
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.7¢	9¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.3¢	Cancellation Fee: \$175.00 per \$500 Fact Sheet Terms of Service YRAC	(866) 409-2781
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.8¢	9.1¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.4¢	Cancellation Fee: \$150.00 Fact Sheet Terms of Service YRAC	(877) 361-1024
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	9.4¢	9.4¢	

LP Navigating Power to Choose Website

Company Ratings

Complaint History

Complaint History

Period: Jan 2021 to Dec 2021

Provider: PROGRESS UTILITIES LLC

DBA Names: [PROGRESS UTILITIES LLC, BORGES ENERGY, SOL ENERGY]

Month	Complaints
Jan 2021	1
Feb 2021	1
Mar 2021	1
Apr 2021	1
May 2021	1
Jun 2021	1
Jul 2021	1
Aug 2021	1
Sep 2021	1
Oct 2021	1
Nov 2021	1

LP Navigating Power to Choose Website

+ Plans without a minimum usage fee/credit and plans without tiered pricing

+ Fixed Rate

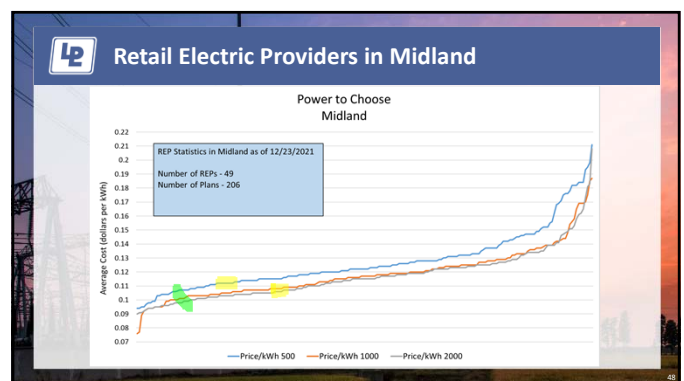
+ 12 month term

Contract Length

12 to 120

1-10 OF 107

Company	Plan Details	Price/kWh	Pricing Details	Ordering Info
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.2¢	Cancellation Fee: \$150.00 Fact Sheet Terms of Service YRAC	(877) 361-1024
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.6¢	10.1¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.3¢	Cancellation Fee: \$0.00 Fact Sheet Terms of Service YRAC	(877) 428-8888
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	11.6¢	9.6¢	
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.3¢	Cancellation Fee: \$150.00 Fact Sheet Terms of Service YRAC	(866) 327-0882
just	Sustainable Living Bundle - 3 • Fixed Rate • 3 Months • 100% Renewable • New Customers	10.7¢	10.2¢	





Recommendations for selecting a REP

Excerpt from Dallas Morning News article, "How should you shop for cheap electricity in Texas in 2021? Very carefully", Dave Lieber, Watchdog, February 24, 2021

- Choose fixed price plans; avoid variable rate plans
- Avoid minimum usage fee/credit plans and avoid autopay plans
- Read the "Facts Label" and "Terms of Service"; understand add-on fees, cancellation fees, and other terms



Status of Regulatory Process

ERCOT

EPE has completed initial studies and provided to ERCOT. There have been two meetings with ERCOT planning engineers. In the second meeting, ERCOT requested an additional study for Planning Year 2025 to determine if LP&L load growth by 2025 would require any transmission projects. EPE hopes to complete the requested study by the end of January 2022.

ERCOT legal intends to send a letter to PUC to be filed in the tracking Project No. 48113 to explain ERCOT's plan to perform an independent study. LP&L may need to file a separate letter.

LP&L will contact top executives at ERCOT to urge timely efforts from the ERCOT planners.

PUC

Once ERCOT has approved studies, performed their independent study, and identified any necessary transmission projects, an application will be filed by LP&L to request PUC approval to move remaining load to ERCOT.



Recommendations for selecting a REP

Recommendations from Energy Choice Experts

- Choose fixed price, 12-month term plans
- Switch plans every year to obtain "New Customers" discounts
- Pre-payment plan rates are usually higher than other plans; avoid prepaid plans.
- Avoid time-of-use and free night/weekend offers unless you plan to actively manage your daily use of electricity. While some hours are low and/or free, the high rates during the other hours usually more than offset the savings during those periods.



Proposed Schedule for Opt-In Decision

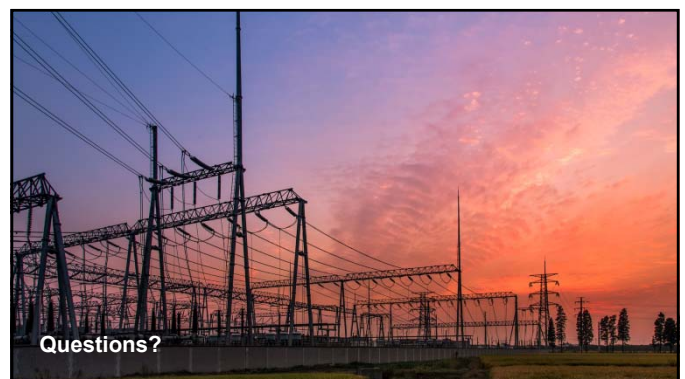
- January 11, 2022 – City Council meeting - LP&L will provide this presentation at the City Council Workshop
- Week of January 10th (possibly January 12, 2022) – Open House - LP&L will host an Open House at Citizens Tower for citizens to hear about LP&L's plans to join the retail market and answer questions in an informal environment
- January 18, 2022 – EUB Meeting – Opt-In Resolution will be posted for a possible vote of the EUB. Contracts for implementation of retail choice technology and services will be presented for EUB consideration and action (assuming no LP&L POLR option)
- January 25, 2022 – City Council Meeting – Opt-In Resolution will be posted for a possible vote of the City Council. Contracts for implementation of retail choice technology and services will be presented for City Council consideration and action (assuming no LP&L POLR option)



Electricity Management Companies

For customers that want assistance in choosing a REP, there are Electricity Management Companies that will provide various levels of service for an annual fee that ranges from \$35 to \$120. These companies are not affiliated with REPs.

<https://www.texaspowerguide.com/>
<https://www.energychoiceexperts.com/>
<https://getenergysimply.com/>
<https://www.energyvogue.com/>
<https://awesomepowertexas.com/>
<https://www.texaselectricityratings.com/>
<https://ichoosr.us/>



Questions?



Lubbock Power & Light

Electric Utility Board

Report by the Director of Electric Utilities

Meeting: January 18, 2022

Public Communication Recap

Owned Media

CityofLubbockUtilities.com

CityofLubbockUtilities (COLU) saw an increase in pageviews on the “Report a Problem” and “Stay Safe from Scammers” webpage. The “Stay Safe from Scammers” webpage saw a significant increase in pageviews (238%) likely due to the high promotion of Scammer Awareness tips LP&L shared via social media and broadcast. This was a response to a vary prevalent scam season.

Pages	Pageviews*	% change from previous month (11/1-11/30)
Homepage	59,601	-3%
One-Time Online Payments	7,732	3%
Ways to Pay	3,571	-12%
Contact Us	1,321	1%

LPandL.com

Lubbock Power & Light (LP&L) shared one new Plugged In story on LPandL.com, featuring the Account Support team. The “Power Outages” page saw a significant increase (122%) compared to last month likely due to the two outages that occurred during December and customers wanting to report the outages/stay updated.

Pages	Pageviews*	% change from previous month (11/1-11/30)
Homepage	33,777	-1%
Contact	2,257	-2%
Power Outages	4,465	122%
Plugged In (main page)	2,784	37%

COLU monthly sessions and pageviews

- Total Sessions: 64,372
- Total Pageviews: 81,252

LP&L monthly sessions and pageviews

- Total Sessions: 36,829
- Total Pageviews: 47,156

Owned Media Highlights: Top Performing Content

Below are the three top-performing Plugged In stories over the past six months, based on reach.

Employee Spotlight: Account Support Team Dec. 7, 2021



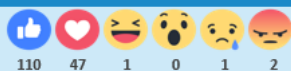
STORY REACH

- Total Pageviews: 44
- Total Reach: 17,715

STORY ENGAGEMENT

- Avg. Time Spent on Page: 5:14
- Total Engagements: 2,345
- Post Clicks: 2,131
- Post Shares: 6

SOCIAL MEDIA SENTIMENT



Employee Spotlight: 'Tis the Season for Thanks... and Goulash! Nov. 23, 2021



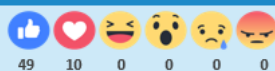
STORY REACH

- Total Pageviews: 48
- Total Reach: 16,183

STORY ENGAGEMENT

- Avg. Time Spent on Page: 5:41
- Total Engagements: 2,536
- Post Clicks: 2,463
- Post Shares: 4

SOCIAL MEDIA SENTIMENT



Celebrating Our Community Heroes: South Plains Food Bank Sept. 30, 2021



STORY REACH

- Total Pageviews: 12
- Total Reach: 6,849

STORY ENGAGEMENT

- Avg. Time Spent on Page: 0:50
- Total Engagements: 872
- Post Clicks: 800
- Post Shares: 8

SOCIAL MEDIA SENTIMENT



Owned Media Highlights: Plugged In Content

December 7 – 21 we promoted a Plugged In Employee Spotlight featuring the Account Support team. The post received 17,715 impressions, 2,345 engagements and 2,131 post clicks to date. The average time spent on page was high (5:14) likely due to the audiences interest in learning more about the staff who helps them when they call in.



Account support team from left to right: Jennifer Marin, Kista Jones, Amy Day, Belinda Velasquez, Yolanda Sendejo.

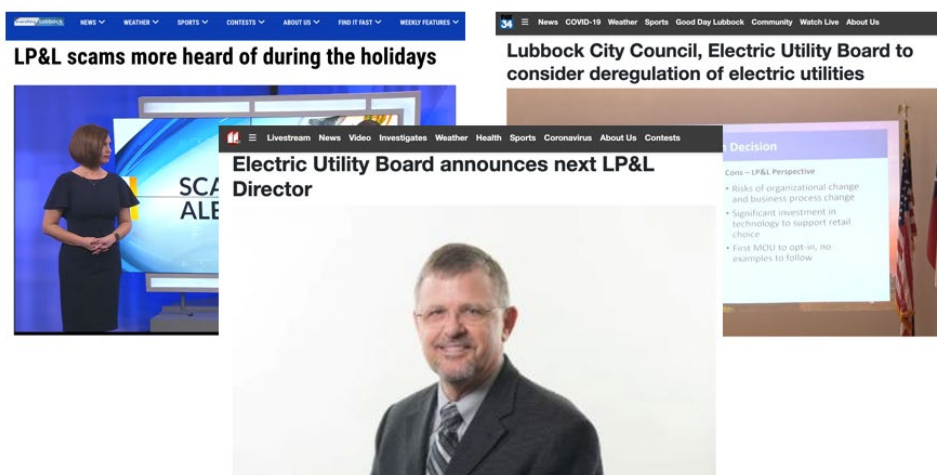
In August 2021, the City of Lubbock Utilities (COLU) created the Account Support department to assist large commercial accounts. Previously, there was only one department that handled all residential and commercial requests for over 200,000 customers. Now, with this new group of account support specialists, the two teams can dedicate more time to their respective customers, reducing hold times and providing timely and efficient customer service.

Earned Media

Coverage this month focused on scam awareness, ERCOT competition updates, and the Director Joel Ivy announcement.

LP&L Topics:

- Director Joel Ivy Announcement – 4
- ERCOT – 4
- Dec. 23 Outage – 1
- Scam Awareness – 1
- Dec. 19 Outage – 1
- Winter Savings Tips – 1



Earned Media

COLU coverage this month focused on scam awareness.

COLU Topics:

- Scam Awareness – 1



Social Media

LP&L social posts focused on winter savings tips, outage preparedness and Plugged In Employee Spotlight feature.

City of Lubbock Utilities social posts focused on Project Helping Hand, business operation updates and scam awareness.

Social Media Follower Growth



LP&L new followers (+11 net)

The LP&L Facebook page following increased to 5,196 followers in December, 11 more than November.



LP&L new followers (+15 net)

LP&L ended the month with 1,384 total followers, 15 more than November.



COLU new followers (+22 net)

The COLU Facebook page gained 22 net followers in December. COLU ended the month with 769 total followers.



COLU new followers (+2 net)

COLU ended the month with 273 total followers, 2 more than November.

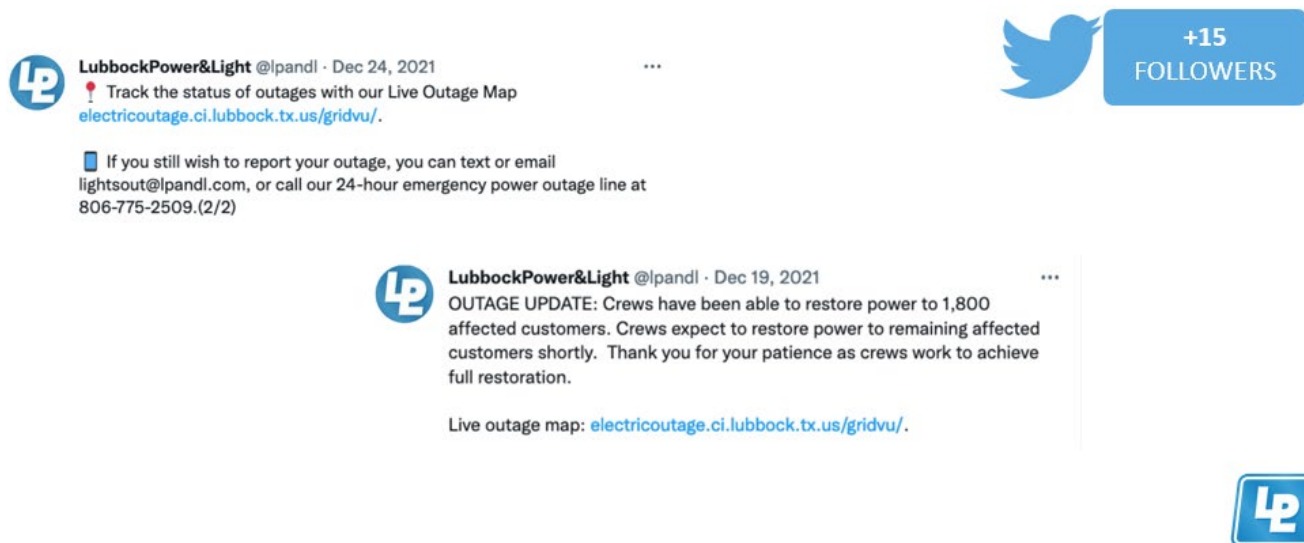
Social Media Highlights: LP&L Facebook

From December 7 – December 21, we promoted the Plugged In story featuring the Account Support team. This was the highest performing post and received 17,715 impressions, 2,345 engagements and 2,131 post clicks. From Dec. 2- Dec. 16 we promoted the 12 Days of Safety post which was the second highest performing and received 8,655 impressions, 675 engagements and 644 post clicks.



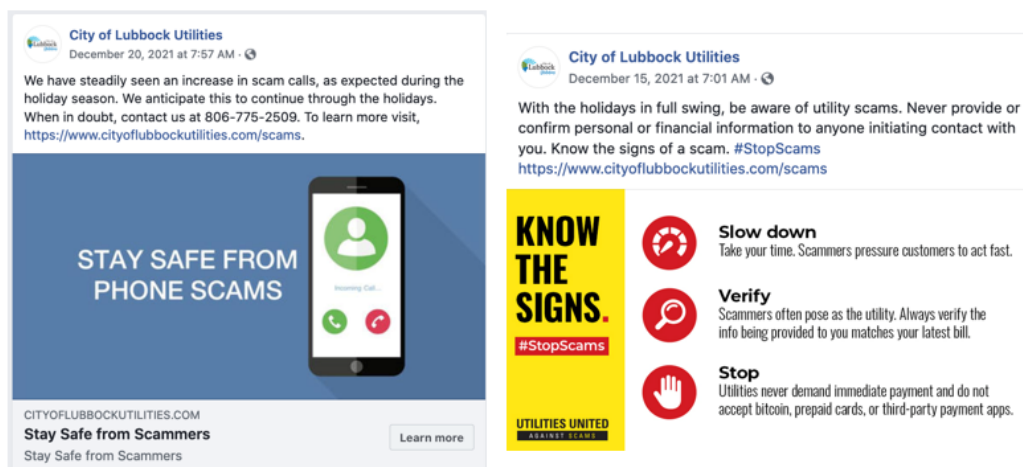
Social Media Highlights: LP&L Twitter

The December 24 outage status update received the highest engagements (43) with an engagement rate of 14.5% and 297 impressions. The December 19 outage update received the highest impressions (631) and 76 engagements.




Social Media Highlights: COLU Facebook

From December 20 – January 1 we boosted the Scam Awareness post, which was the highest performing post with 15,142 impressions, 1,264 engagements and 1,177 post clicks. The December 15 Know the Signs of a Scam post received 6,330 impressions. In January, we plan to share information about account management and payment arrangement options.




Social Media Highlights: COLU Twitter


The December 15 Know the Signs of a Scam tweet was the highest performing with 3,199 impressions and 8 engagements. The December 20 Scam Awareness tweet received 434 impressions.





+2
FOLLOWERS





City of Lubbock Utilities @COLUtilities · Dec 15, 2021
With the holidays in full swing, be aware of utility scams. Never provide or confirm personal or financial information to anyone initiating contact with you. Know the signs of a scam. #StopScams cityoflubbockutilities.com/scams



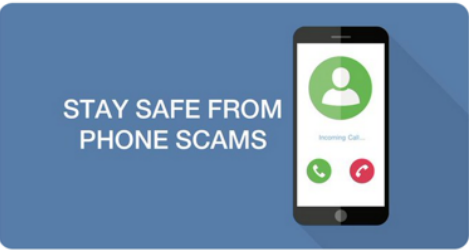
**Slow down**
Take your time. Scammers pressure customers to act fast.


**Verify**
Scammers often pose as the utility. Always verify the info being provided to you matches your latest bill.

**Stop**
Utilities never demand immediate payment and do not accept bitcoin, prepaid cards, or third-party payment apps.



City of Lubbock Utilities @COLUtilities · Dec 20, 2021
We have steadily seen an increase in scam calls, as expected during the holiday season. We anticipate this to continue through the holidays. When in doubt, contact us at 806-775-2509. To learn more visit, cityoflubbockutilities.com/scams.





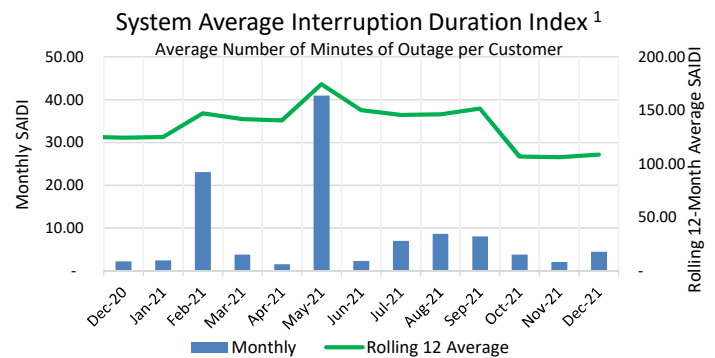
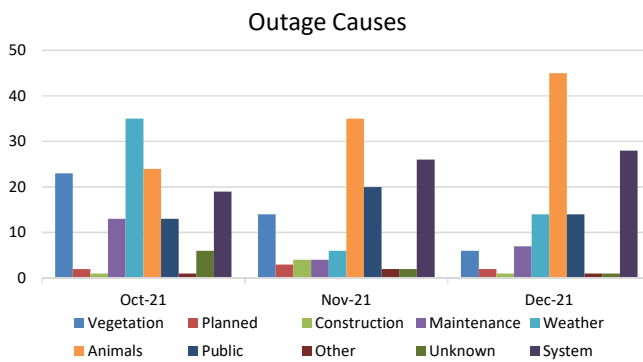
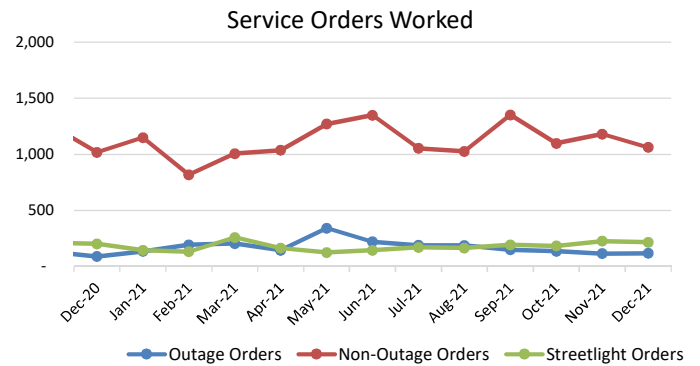
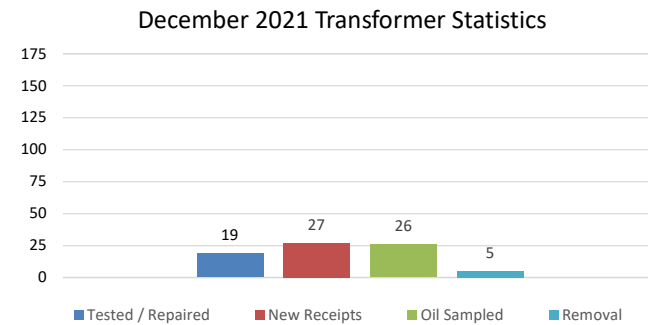
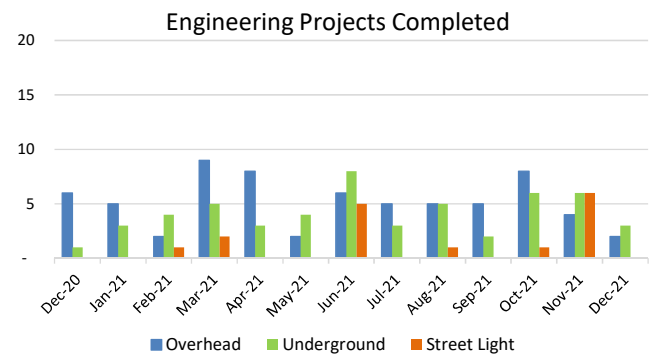
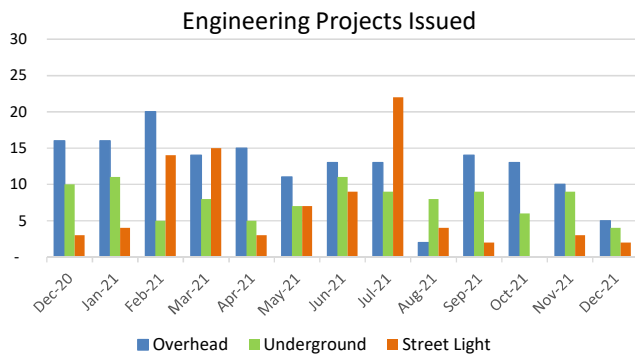
Commercial Construction LP&L

Status: Inactive – I, In Design – ID, Dirt Work – D, Building In Construction – BC, Completed – C (In Bold). Active date based on site review date or engineering contact if not going to site review.

PROJECT NAME	ADDRESS	CONTRACTOR	ACTIVE DATE	STATUS	NEW KVA
Bacon Crest North Apartments	6111 71st St	Trinity Hughes Const.	6/12/2020	BC	2800
City of Lubbock Police Headquarters	1205 15th St	Lee Lewis	9/25/2020	BC	750
Jackson Pediatrics	11410 Savannah Ave	DM Construction	10/16/2020	BC	150
Despenas Go Garden Office	5721 82nd St	Chase McNutt	12/18/2020	C	75
Carpet Tech Restoration Warehouses	6530 19th St	TBD	1/8/2021	D	TBD
South Plains College Downtown Lubbock Center	1625 13th St	Lee Lewis	1/11/2021	BC	0
Warehouse Lease Spaces	707 E 50th St	Scott Turner	1/15/2021	ID	TBD
Circle K Convenience Store	3402 Milwaukee Ave	MSCS	1/22/2021	BC	225
Circle K Convenience Store	7202 Indiana Ave	MSCS	1/22/2021	C	225
Office Warehouse	1001 S Loop 289	MBM	1/29/2021	BC	75
Skilled Nursing Community	6101 66th St	SCI Construction	2/19/2021	ID	TBD
City of Lubbock Low Head C Pump Station	7310 Milwaukee Ave	Walsh Group	2/23/2021	BC	750
Yates Retail Center	5807 19th St	TBD	2/26/2021	ID	150
Key Animal Clinic	412 Milwaukee Ave	Teinert Construction	2/26/2021	BC	112.5
Affordable Self Storage	5010 Erskine St	Be Amazing Construction	3/12/2021	C	100
Green Workshops	9411 Avenue P	Goertzen Const.	3/26/2021	ID	TBD
Allstate Distribution Storage Facility	1904 Marshall St	Dave's Metal Bldgs	3/26/2021	ID	75
AT&T Booster Station Addition	4401 Marsha Sharp Fwy	TBD	3/26/2021	ID	5000
Simflo Testing & Distribution Facility	605 26th St	TBD	4/9/2021	ID	2000
Retail Shell Building	301 N University Ave	Brad Douglas Homes	4/9/2021	ID	TBD
Dutch Bros. Coffee Shop	6312 82nd St	TBD	5/7/2021	C	75
Sonic Drive-In	204 Regis St	TBD	5/21/2021	ID	150
Exceptional Health Care	6401 Spur 327	BMH As-Built USA	5/21/2021	ID	750
City of Lubbock Elevated Storage Tank	2520 3rd St	TBD	5/28/2021	BC	25

PROJECT NAME	ADDRESS	CONTRACTOR	ACTIVE DATE	STATUS	NEW KVA
Pepsi Warehouse Addition	131 SE Loop 289	Emerald CM	6/18/2021	ID	TBD
Casitas Shopping Center	10501 Quaker Ave	James Morgan Const.	6/25/2021	C	500
Ocean's Behavioral Health Hospital	4202 Princeton St	Jomar Electrical Contractors	6/25/2021	BC	500
Boulevard 29 Apartment Complex	6110 29th St	Asken Development	6/25/2021	ID	2750
Fellowship Church Addition	7505 Ave U	Ron Reeves Const.	7/2/2021	BC	150
Texas Tech Federal Credit Union	6319 79th St	TBD	7/2/2021	BC	750
Just a Closet Self Storage	6310 66th St	TBD	7/2/2021	ID	TBD
TTU Academic Science Building	1401 Detroit Ave	Western Builders	7/2/2021	BC	1500
Metal Building	8428 Ave P	Abe Friesen Const.	7/9/2021	ID	25
Slide North Townhomes	315 N Slide Rd	TBD	7/16/2021	ID	2400
Wendy's Restaurant	212 University Ave	TBD	7/16/2021	ID	TBD
The Message Church Addition	5502 Auburn St	Rod Burgett Homes	7/16/2021	BC	150
Alderson Cadillac Electric Vehicle Charging Station	1210 19th St	Green Speed Energy	7/30/2021	BC	500
Heartbeat Midwifery	419 Raleigh Ave	Oprex Commercial Const.	7/30/2021	BC	75
The Fresh American Restaurant	3701 114th St	TBD	8/6/2021	ID	TBD
Murphy Express Store & Fuel Station	3403 Indiana Ave	TBD	8/27/2021	ID	TBD
Dave & Buster's	2620 W Loop 289	TBD	10/8/2021	ID	TBD
Sherwin Williams	6305 4th St	TBD	10/8/2021	ID	0
The Retreat RV Park Phase 2	7516 Interstate 27	Dane Church/Dale's Elect.	10/15/2021	ID	TBD
Hampton Farms Warehouse Addition (LBK Railport)	10210 N Fir Ave	TBD	10/15/2021	ID	TBD
TTU Rip Griffin Park Baseball Clubhouse Expansion	2901 Drive of Champions	Teinert Construction	10/22/2021	BC	1000
Shopping Center	2331 34th St	Gutierrez CDS	10/28/2021	ID	TBD
UMC Health & Wellness Center	11011 Slide Rd	Whiting-Turner/Lee Lewis	10/28/2021	D	4000
Nathan Jordan Garden Office	3404 107th St	TBD	11/5/2021	ID	TBD
Menzie's Aviation Shop	6101 N Walnut Ave	Lee Trampus	12/10/2021	ID	TBD
Southwest Slide Development	11401 Slide Rd	Collier Construction	1/7/2021	ID	TBD

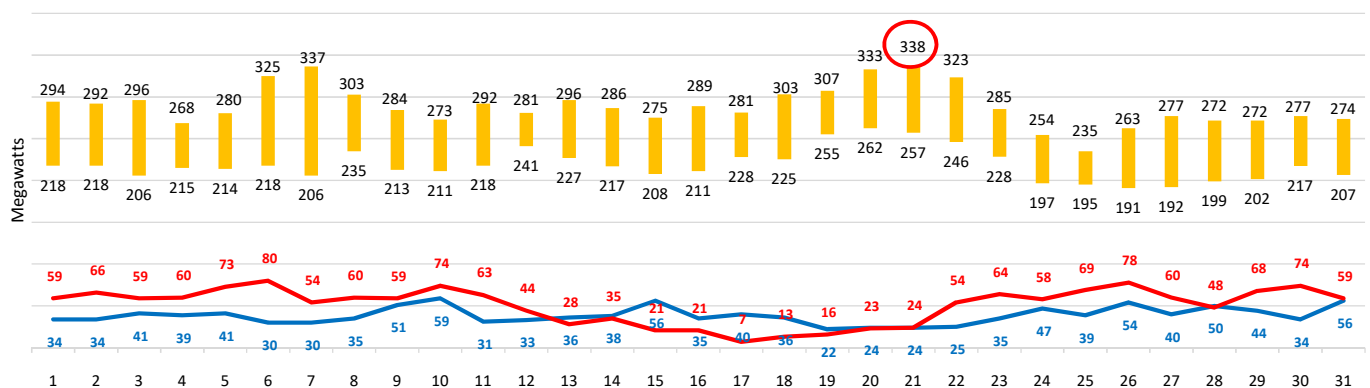
Total KVA = 27,788



December Production Data - Daily System Load

- **Massengale** is unavailable and expected to return to service before 2/28/2022.
- **Brandon** was available and was dispatched 1 day and generated 0.11 GWh.
- **Cooke GT2** was available but not dispatched for the month of December.
- **Cooke GT3** is unavailable and expected to return to service 4/30/2022.

Base Load Peak Load Low Temp High Temp



¹ Reliability for outages is measured by the System Average Interruption Duration Index (SAIDI). SAIDI is measured in units of time, often minutes or hours. It is usually measured over the course of a year, and according to IEEE Standard 1366-1998, the median value for North American utilities is approximately 1.50 hours.

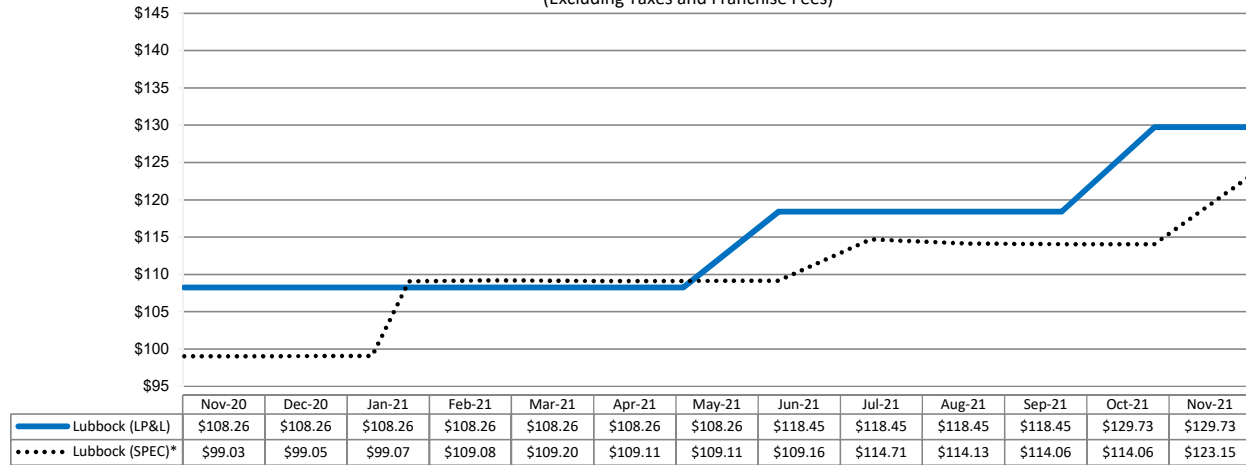
Lubbock Power & Light

Rates and Communications Statistics

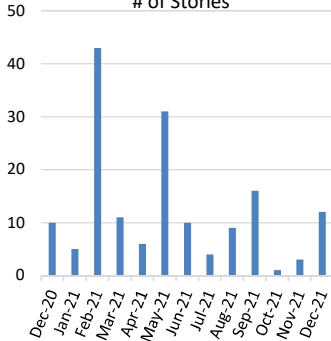
December 2021

47 of 215

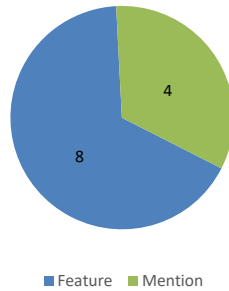
Residential Bill Amounts Using 1000 kWh (Excluding Taxes and Franchise Fees)



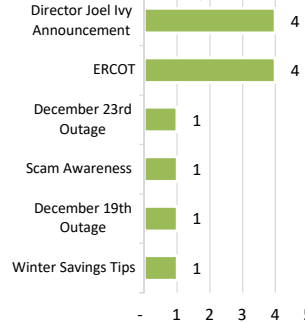
Media Coverage # of Stories



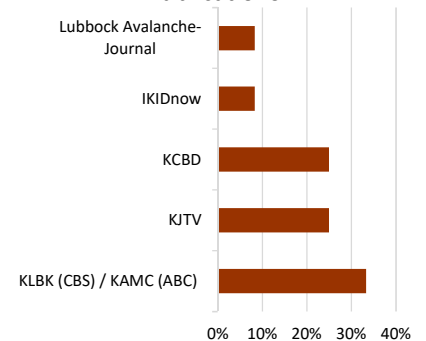
Type of Article



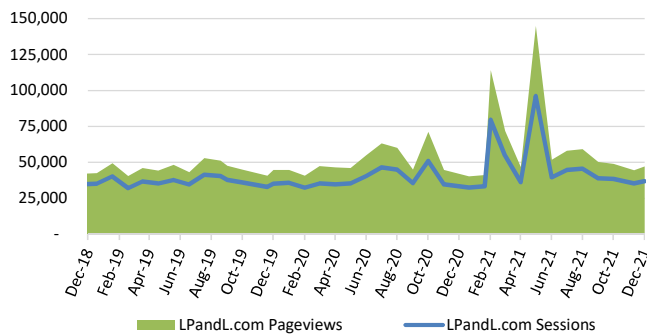
Media Topics



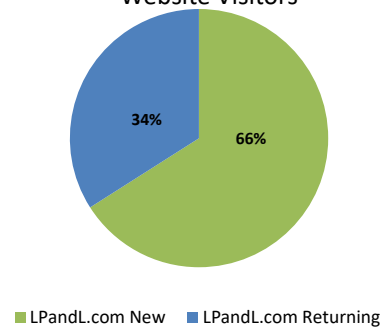
Publications



LPandL.com Sessions/Pageviews



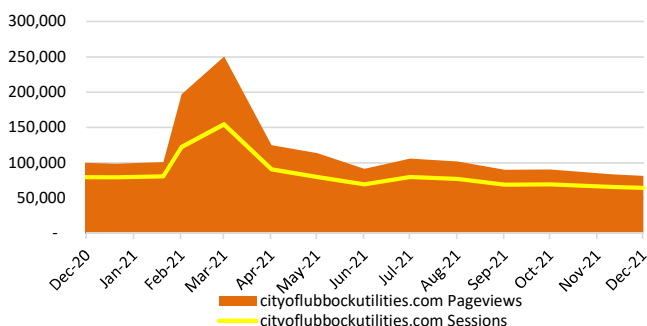
New vs. Returning LPandL.com Website Visitors



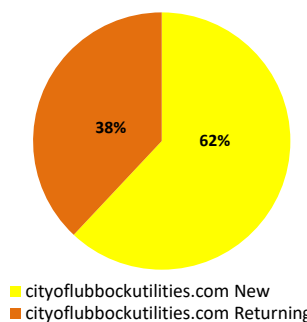
LPandL.com Pageviews by Page

Page	Pageviews	% Chg from prior month
Home	33,777	-1%
Contact Us	2,257	-2%
Power Outages	4,465	122%
Plugged In	2,784	37%

cityoflubbockutilities.com Sessions/Pageviews



New vs. Returning COL Utilities Website Visitors



cityoflubbockutilities.com Pageviews by Page

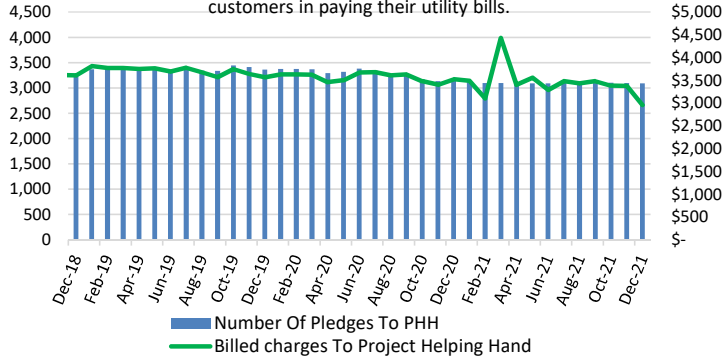
Page	Pageviews	% Chg from prior month
Home	59,601	-3%
One-Time Payments	7,732	3%
Ways to Pay	3,571	-12%
Contact Us	1,321	1%

City of Lubbock Utilities Customer Service Recap December 2021

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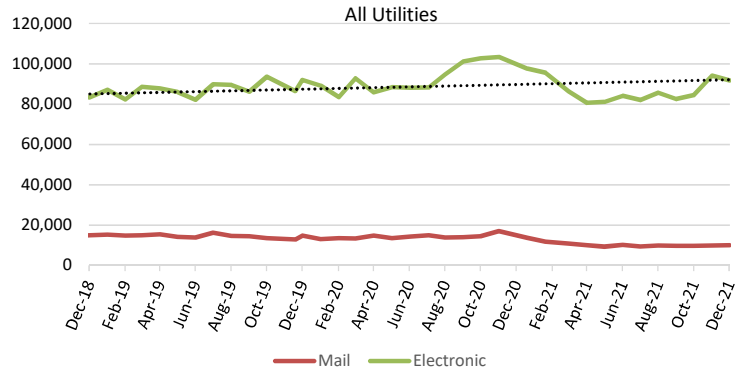
Project Helping Hand

Catholic Charities of Lubbock administers this fund to assist qualifying customers in paying their utility bills.

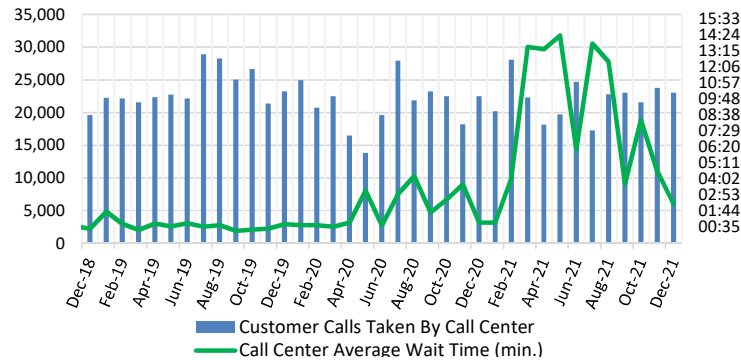


*Pledges increased in March due to charity and round-up amounts not being auto adjusted.

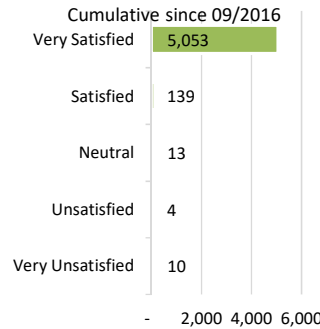
Number of Customer Payments by Payment Type



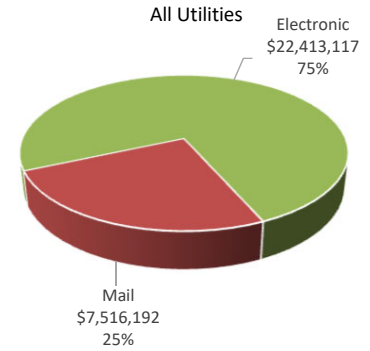
Call Center Activity



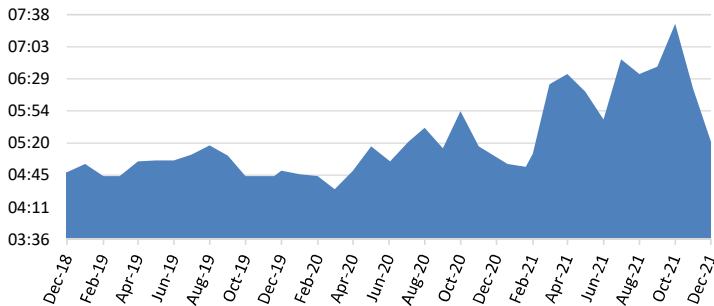
Lobby Customer Surveys (5,219)



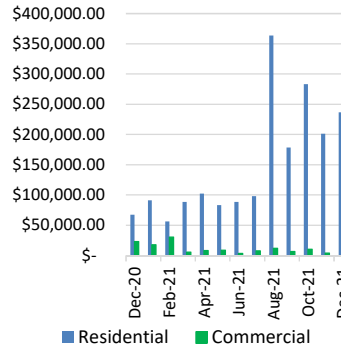
\$ Customer Payments by Payment Type



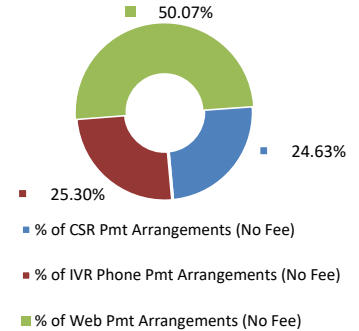
Call Center Average Handling Time (min.)



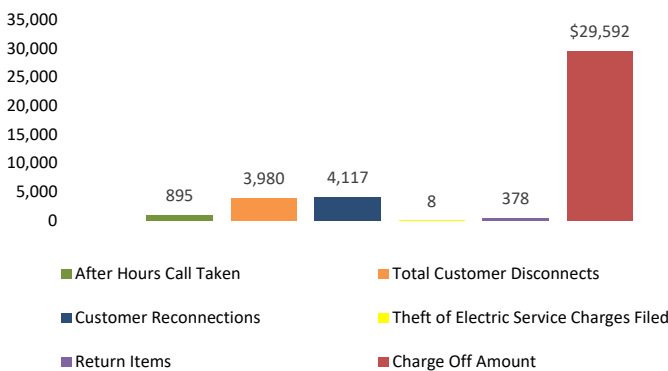
Deposit Refunds



Payment Arrangements



December Activities



- Center calls for December totaled 22,999, a 3.1% decrease from the prior month's volume. Attendance was at 83% while Key Performance Indicators for the month of December were as follows: average wait time of 2:14 (goal < 0:30); service level of 76% (goal > 85.0%); and an abandon rate of 11.2% (goal 3-7%). "Service level" is an algorithm that runs in the IVR that looks at number of calls waiting, wait time, times busy, etc.
- We sent 233,857 email notifications and 23,625 text messages, added 1,400 new subscribers, and added 133 customers to paperless billing for a total of 53,953 paperless billing customers.
- 3,518 Kiosk payments were submitted throughout the month.
- 1,332 customers were served in the lobby by CSR with an average wait time of approximately 3 minutes (tracked using the WaitWhile lobby waiting service).



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

January 18, 2022

Summary:

Consider a resolution recommending five (5) appointments or reappointments, as applicable, to the Electric Utility Board (“EUB”).

Background/Discussion/Fiscal Impact:

The terms of five current EUB members, Greg Taylor, Don Boatman, Butch Davis, Solomon Fields, and Eddie Schulz, were set to expire on November 1, 2021.

Pursuant to Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock, the Electric Utility Board is charged with recommending to the City Council board appointments to the EUB. The resolution presented for the Electric Utility Board’s consideration contemplates the recommendation to the City Council of the appointment and/or reappointment of five (5) members to the EUB to address the expiration of terms for these five members. Mr. Taylor and Mr. Boatman are not eligible for reappointment, but the remaining EUB members listed above are eligible for reappointment.

Recommendation:

Approve a resolution recommending to the City Council the appointment and/or reappointment of five (5) individuals to the Electric Utility Board.

RESOLUTION

WHEREAS, the Electric Utility Board (the “EUB”) was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the “City Charter”);

WHEREAS, the City Charter prescribes that the EUB shall be composed of nine (9) members, each to serve terms of two (2) years;

WHEREAS, the terms of five (5) members of the EUB expired November 1, 2021;

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock (“City Council”) individuals for appointment to the EUB;

WHEREAS, the EUB desires to recommend to the City Council that the following named individuals be reappointed or appointed, as applicable, to the EUB; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the following individuals are hereby recommended to the City Council to be reappointed or appointed, as applicable, to the Electric Utility Board for a two-year term, expiring on November 1, 2023, to-wit:

1. _____
2. _____
3. _____
4. _____
5. _____

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel



EUB Projected 2022 Meeting Dates

March 2022

3/21- Open all day

3/22- NOT AVAILABLE

3/23- Open all day

3/24- Open only 1pm-5pm

3/25- Open all day



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

January 18, 2022

Summary:

Consider a resolution recommending approval of that certain Cost Sharing and Payment Agreement, Contract No. 16181, as attached to the Resolution, by and between the City of Lubbock and Ford Development Corporation, as it relates only to funds expended by the City of Lubbock's municipally owned utility, Lubbock Power & Light, to the City Council of the City of Lubbock.

Background/Discussion:

In 2019, the Lubbock Planning and Zoning Commission approved LP&L's Rule 15 Plat for the Slaton Substation, Tract A in Case Number FPLT-014834-2018. At this time, the Slaton Substation construction is fully complete, and the substation is operational. One of the conditions for the plat, however, was to provide "paving along 66th Street" and "half-width paving with curb and gutter along Ash Avenue."

The Cost Sharing and Payment Agreement, attached to the Resolution, has been negotiated and prepared by City of Lubbock staff. In it, there is a provision for Lubbock Power & Light to pay \$134,119 for the paving of one-half width of the west half of Ash Avenue from approximately 1,136 feet north of the north face of the curb of South Loop 289 frontage road to the intersection of Ash Avenue and US Highway 84 and the full width of 66th Street from the mid-line of Ash Avenue to approximately 80 feet west of Ash Avenue in Lubbock, Texas.

The attached resolution is prepared as a recommendation to the City of Council of Lubbock to approve the Cost Sharing and Payment Agreement, attached to the Resolution, as it relates only to the funds expended by Lubbock Power & Light.

Fiscal Impact:

A total of **\$5,350,000** is appropriated and **\$2,350,100** is available in account number **92484 (Substation Upgrades)** for this purpose.

Recommendation:

Staff requests that the Electric Utility Board recommend approval of the Cost Sharing and Payment Agreement, Contract No. 16181 with **Ford Development Corporation** for **\$134,119**, to the City Council of the City of Lubbock as it relates only to LP&L's expenditures, or such alternative actions as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:	92484
Capital Project Name:	Substation Upgrades

	Budget	
Total Appropriation	\$	5,350,000

Expended	<i>Contract or PO Number</i>	
Pcard - Misc		\$ (4,378)
Staff Time		(169,386)
Advanced Control Systems		(1,588)
B&V - Engineering Services		(1,015,459)
Border States Electric Supply		(45,529)
Electrical Power Products		(322,133)
Siemens Industry		(16,014)
Schweitzer Engineering Labs		(37,960)
TEC		(16,534)
Anixter		(47,153)
Irby		(532)
ItsQuest		(455)
Resitech Industries		(12,167)
Ganatra Labhesh		(47,760)
Electrical Consultants		(92,624)
The Brandt Company		(164,641)
Integrated Power Company		(53,270)
Grainger		(668)
Techline		(2,394)
Expended to Date		\$ (2,050,646)

Encumbered	<i>Contract or PO Number</i>	
B&V	BV2016-08	\$ (46,966)
B&V	BV2016-25	(11,810)
B&V	BV2016-26	(93,077)
B&V	BV2016-27	(188,540)
B&V	BV2016-48	(597,341)
Labesh Ganatra	LG2019-08	(11,520)
Encumbered to Date		\$ (949,254)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Ford Development Corporation - Cost Sharing and Payment Agreement	Contract No. 16181	\$ (134,119)
Agenda Items for Consideration		\$ (134,119)

Estimated Costs for Remaining Appropriation	
Staff Time	\$ (272,500)
Construction	(1,408,481)
Contingency	(535,000)
Estimated Costs for Remaining Appropriation	\$ (2,215,981)

Remaining Appropriation	\$	-
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RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned utility of the City of Lubbock (“LP&L”);

WHEREAS, pursuant to the City of Lubbock Code of Ordinances, Title I, Chapter 2, Article 2.03, Section 2.03.415, the Electric Utility Board is charged with the authority to “govern, manage, administer and operate the city’s electric utility”;

WHEREAS, the Cost Sharing and Payment Agreement, Contract 16181, attached to this Resolution (“Contract”), proposes an expenditure of LP&L funds in the amount of one hundred thirty-four thousand one hundred nineteen and 00/100 (\$134,119.00);

WHEREAS, the expenditure of the funds as provided in the Contract satisfies all outstanding issues regarding the City’s Planning and Zoning file FPLT-014834-2018, and the final plat for the Slaton Substation may be recorded; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby recommends to the City Council of the City of Lubbock approval of that certain Cost Sharing and Payment Agreement, Contract 16181, attached to this Resolution as it relates only to funds expended by the City of Lubbock’s municipally owned utility, Lubbock Power & Light.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

COST SHARING AND PAYMENT AGREEMENT

THIS AGREEMENT, Contract No. 16181, is entered into this ____ day of _____ 2022 by and between the City of Lubbock, Texas, a Texas Home Rule Municipality (“City”), and Ford Development Corporation (“Ford”), collectively (“Parties”).

RECITALS

WHEREAS, the Mayor of the City of Lubbock formed a Future Needs Committee (the “Committee”) and appointed certain members of the City of Lubbock City Council (the “Council”) to it for the purposes of identifying anticipated infrastructure needs of the City of Lubbock and its residents; and

WHEREAS, on April 13, 2021, the Committee presented its findings to the Council regarding, among other things, a recommendation to secure funding for an Unpaved Roads Program project and the Council accepted the recommendations of the Committee through Resolution No. 2021-R0141; and

WHEREAS, on April 21, 2021, the Council passed Resolution No. 2021-R0162 for the issuance of certificates of obligation to fund the acquisition, construction, renovation, and improvement of capital projects including various road projects in part as recommended by the Committee; and

WHEREAS, with its recommendation, the Committee included specific streets that should be improved with the issuance of the certificates of obligation, of which included one-half width of paving of the east half of Ash Avenue from the intersection of Ash Avenue and the South Loop 289 frontage road to the intersection of Ash Avenue and US Highway 84 and the full width of 66th Street from the mid-line of Ash Avenue to approximately 80 feet east of Ash Avenue in Lubbock, Texas (the “Engineering Project”), as depicted in “Exhibit A” attached to and incorporated herein; and

WHEREAS, subsequently the City, by and through its Engineering Department (“Engineering”), established Capital Improvement Projects (“CIP”) No. 92712 via Budget Ordinance 2021-O0077 for the Engineering Project and has appropriated three hundred fifty-eight thousand two hundred ten dollars and 00/100 (\$358,210.00) for the Engineering Project; and

WHEREAS, in furtherance of a substation upgrade on Ash Avenue the (“Slaton Substation”), the City by and through its Electric Utility Department, LP&L (the “Utility”), established a CIP No. 92484.9255.30000 via Budget Ordinance 2021-O0126 for the paving of one-half width of the west half of Ash Avenue from approximately 1,136 feet north of the north face of the curb of South Loop 289 frontage road to the intersection of Ash Avenue and US Highway 84 and the full width of 66th Street from the mid-line of Ash Avenue to approximately 80 feet west of Ash Avenue in Lubbock, Texas (“Utility Project”), as depicted in “Exhibit A”,

and has appropriated one hundred thirty-four thousand one hundred nineteen and 00/100 (\$134,119.00) for the Utility Project;

WHEREAS, the Utility's contribution for the paving of the above described portion of Ash Avenue resolves all outstanding issues regarding the City's Planning and Zoning file FPLT-014834-2018, and the final plat for the Slaton Substation may be recorded; and

WHEREAS, Ford owns, and is developing, land adjacent to the area of the Engineering and Utility Projects and as part of the development Ford has need to pave the west half of Ash Avenue from the intersection of Ash Avenue and the South Loop 289 frontage road north for approximately 1,136 feet from the north face of the curb of the South Loop 289 frontage road ("Ford Project"), as depicted in "Exhibit A", for an estimated cost of one hundred forty-nine thousand eight hundred twenty-six and 00/100 (\$149,826), as set forth in "Exhibits B1-B4" attached hereto and incorporated herein; and

WHEREAS, the details of the Parties' Projects are set forth in "Exhibits B2-B4", attached hereto and incorporated herein; and

WHEREAS, the Parties can realize a significant cost savings for the Projects detailed herein by utilizing the same engineering firm and Contractor for the Engineering, Utility, and Ford Projects on Ash Avenue between South Loop 289 and US Highway 84; and

WHEREAS, the Parties hereto agree that in order to expedite construction and avoid duplicative costs, all Parties shall utilize one engineering firm and one Contractor jointly for the completion of said projects; and

WHEREAS, Ford is aware, and agrees, that City funds for the Engineering and Utility Projects in this cost-sharing agreement are limited to a maximum expense of four hundred ninety-two thousand three hundred twenty-nine and 00/100 (\$492,329.00), as set forth in "Exhibit B1".

TERMS

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 *Parties Obligations*

1.1 City. City shall cause a notice for request for proposals to be issued for construction of the Parties' Projects as described above.

1.2 Ford. Ford shall cause all engineering drawings to be completed that are necessary for all the Parties' Projects herein and forward said drawings to the City upon completion.

1.3 The Parties shall jointly review the engineering drawings and contractor proposal submissions, and the City shall make every reasonable attempt to negotiate a contract between the City and the highest-ranking contractor that is qualified for the joint project and for the best value. Upon review of the drawings and proposal submissions, if either Party deems the project financially unfeasible, either the City or Ford may elect not to pursue the shared project and reject all bids. Rejection of all bids will terminate this agreement in its totality.

1.4 Once construction begins, all change orders will require City approval. For change orders on Ford's Project, Ford must submit a written recommendation to the City for each change order, and the City will promptly consider said change order. Upon project completion, Ford shall render payment to the City for each change order it recommends to, and is approved by, the City.

2.0 *Payments*

2.1 City. City shall fund the Engineering and Utility Projects, at an amount not to exceed four hundred ninety-two thousand three hundred twenty-nine and 00/100 (\$492,329.00).

2.2 Ford. Upon selection of a qualified contractor for construction services via a City-issued request for proposals, Ford shall pay the City for Ford's Project as valued by the contractor's bid that is selected by the Parties plus a ten percent (10%) contingency within fifteen (15) business days from bid opening, and prior to the approval of the bid award by the City's governing body.

2.3. Upon project completion, Ford shall pay the City for any and all amounts incurred for change orders on Ford's Project, and a thorough account shall be made for costs of the Engineering, Utility, and Ford Projects. If any surplus funds designated for the Engineering and/or Utility Projects remain, the City shall keep its surplus funds. If Ford's Project costs are less than the amount given to the City, the City shall refund Ford any surplus funds.

2.4 In the event that all the City funds set forth herein are exhausted, and project costs are greater than the CIP funds for the Engineering and Utility Projects detailed herein, Ford, and not the City, shall pay the City for any and all overage.

2.5 In the event that project costs for Ford's Project are over the estimated amount given herein, Ford shall pay the City for any and all overage.

3.0 *Breach*

The failure of either of the Parties to comply with their obligations, including but not limited to promptly paying the City the agreed amounts set forth in Section 2.0, shall constitute a breach of this Agreement.

4.0 *Waiver*

The waiver of any requirement hereunder by any Party hereto shall not be effective unless properly authorized and in writing.

5.0 *Term; Termination*

This Agreement shall automatically terminate after completion of construction of all projects provided herein, and the final settlement and payment of funds between the Parties is completed. This Agreement is not subject to early termination by any Party, other than as provided herein.

6.0 *Texas Law to Apply*

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Lubbock County, Texas.

7.0 *Notice*

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lubbock
Attn: Michael Keenum, City Engineer
P.O. Box 2000
Lubbock, Texas 79457

Ford Development Corporation
Attn: Rex F. Robertson
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

8.0 *Legal Construction*

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9.0 *Non-Arbitration*

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein

are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

10.0 *Miscellaneous*

A. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

B. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

C. Texas Government Code 2274. By entering into this Agreement, Ford verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Ford is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Ford verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

D. Ford represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Ford is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Ford verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

E. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Ford agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

F. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

11.0 *Entire Agreement*

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either entity, has any authority to modify this Agreement except pursuant to express authority to do so granted by the governing body.

12.0 *Parties Bound/Authority*

This Agreement shall be binding upon and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. The undersigned represent and warrant their authority to execute this Agreement, and to bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ____ day of _____ 2022.

For the City of Lubbock:

DANIEL M. POPE, Mayor

For Ford Development Corporation:

Rex F. Robertson, President

Attest:

Rebecca Garza, City Secretary

Approved as to Content:

Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Jessica McEachern, Assistant City Manager

David McCalla, Director of Lubbock Power & Light

Approved as to Form:

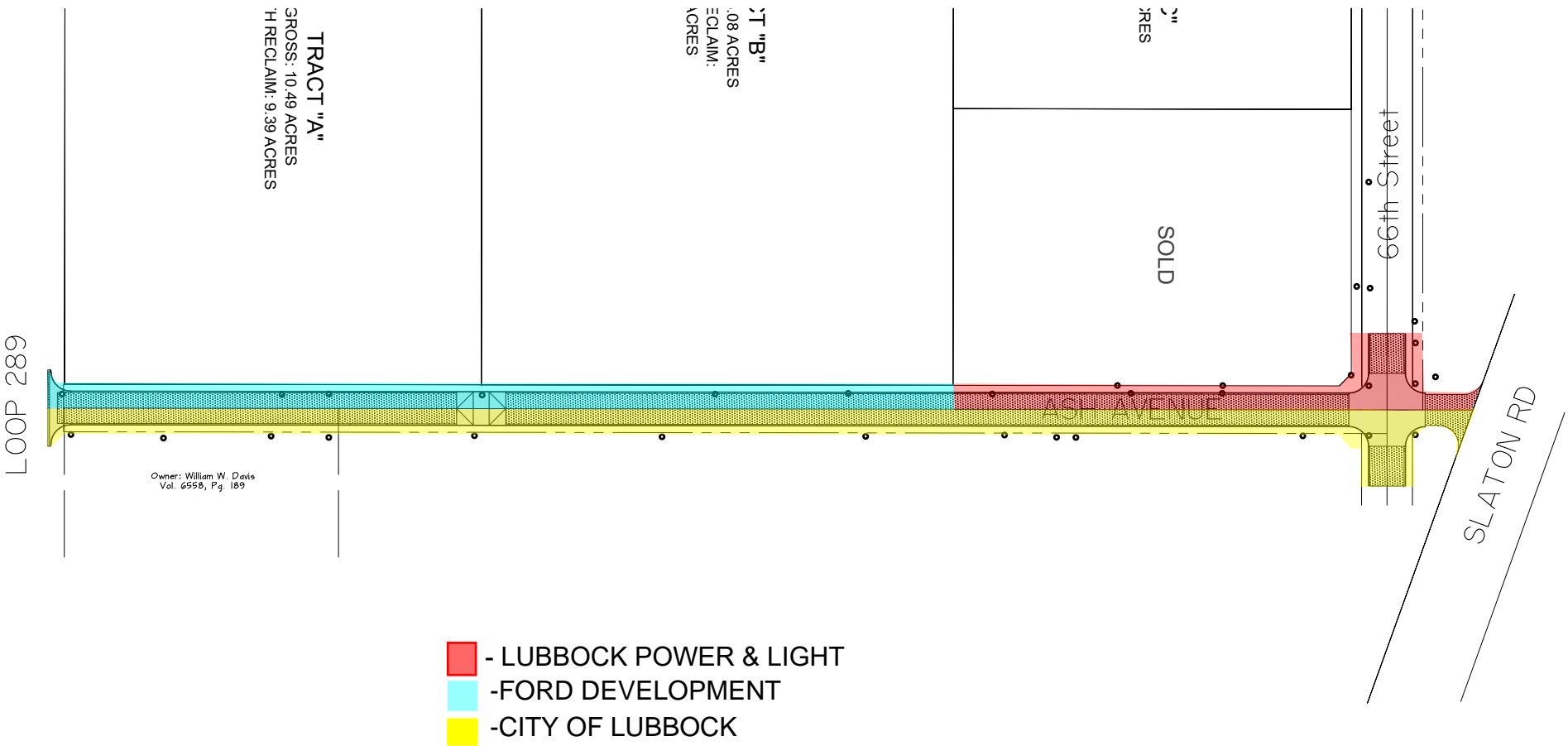
Kelli Leisure, Assistant City Attorney

Jenny Smith, General Counsel for Lubbock Power & Light

Exhibit A



1:200



FILE: VAWM15

HR | **HUGO REED**
AND ASSOCIATES, INC.

LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1801 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401

DATE:

Ash Avenue from US Highway 84 to Loop 289
December 9, 2021

Opinion of Probable Construction Cost

Project Cost Per Party	Total
1) Ford Development	\$ 149,826
2) City of Lubbock	\$ 358,210
3) Lubbock Power and Light	\$ 134,119
Total Project Cost	\$ 642,154

* Based on 6 month sequential construction time.

** Estimates only, actual amount depend on actual contracted services scope of work.

***This estimate assumes that typical plan review, testing, and inspection fees would be waived by the City of Lubbock and that no utility relocations other than the power pole specifically quantified herein.

**** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

**Ash Avenue from US Highway 84 to Loop 289
Ford Development**

Opinion of Probable Construction Cost

9-Dec-21

10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Paving Improvements				
Excavation and Embankment	1	LS	\$ 14,000.00	\$ 14,000
Type C HMA (2" and Caliche Base)	2,319	SY	\$ 30.00	\$ 69,570
6" Concrete Paving	145	SY	\$ 63.00	\$ 9,135
24" Curb and Gutter	1,111	LF	\$ 20.00	\$ 22,220
6" Concrete Fillets and Valley Gutters	73	SY	\$ 63.00	\$ 4,599
Subtotal Paving Improvements				\$ 119,524
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				\$ 16,681
Subtotal Professional Services				\$ 16,681
Contingency				
10% Construction Planning Contingency				\$ 13,621
Subtotal Contingency				\$ 13,621
Total				\$ 149,826

Ash Avenue from US Highway 84 to Loop 289
City of Lubbock

Opinion of Probable Construction Cost

9-Dec-21

10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	91	SY	\$ 20.00	\$ 1,820
Paving Improvements				
Excavation and Embankment	1	LS	\$ 22,000.00	\$ 22,000
Type C HMAC (2" and Caliche Base)	3,649	SY	\$ 30.00	\$ 109,470
24" Curb and Gutter	1,610	LF	\$ 20.00	\$ 32,200
6" Concrete Fillets and Valley Gutters	219	SY	\$ 63.00	\$ 13,797
6" Concrete Paving	145	SY	\$ 63.00	\$ 9,135
Miscellaneous Items				
Power Pole Relocation	9	EA	\$ 4,500.00	\$ 40,500
Ash Avenue and 66th Street Intersection				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	461	SY	\$ 20.00	\$ 9,220
Paving Improvements				
Excavation and Embankment	1	LS	\$ 5,000.00	\$ 5,000
Type C HMAC (2" and Caliche Base)	388	SY	\$ 30.00	\$ 11,640
24" Curb and Gutter	100	LF	\$ 20.00	\$ 2,000
6" Concrete Fillets and Valley Gutters	74	SY	\$ 63.00	\$ 4,662
6" Concrete Paving	386	SY	\$ 63.00	\$ 24,318
Subtotal Paving Improvements				\$ 285,762
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				\$ 39,883
Subtotal Professional Services				\$ 39,883
Contingency				
10% Construction Planning Contingency				\$ 32,565
Subtotal Contingency				\$ 32,565
Total				\$ 358,210

Ash Avenue from US Highway 84 to Loop 289
Lubbock Power and Light

Opinion of Probable Construction Cost

9-Dec-21

10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	91	SY	\$ 20.00	\$ 1,820
Paving Improvements				
Excavation and Embankment	1	LS	\$ 6,000.00	\$ 6,000
Type C HMAC (2" and Caliche Base)	1,079	SY	\$ 30.00	\$ 32,370
24" Curb and Gutter	498	LF	\$ 20.00	\$ 9,960
Ash Avenue and 66th Street Intersection				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	461	SY	\$ 20.00	\$ 9,220
Paving Improvements				
Excavation and Embankment	1	LS	\$ 5,000.00	\$ 5,000
Type C HMAC (2" and Caliche Base)	388	SY	\$ 30.00	\$ 11,640
24" Curb and Gutter	100	LF	\$ 20.00	\$ 2,000
6" Concrete Fillets and Valley Gutters	74	SY	\$ 63.00	\$ 4,662
6" Concrete Paving	386	SY	\$ 63.00	\$ 24,318
Subtotal Paving Improvements				\$ 106,990
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				\$ 14,936
Subtotal Professional Services				\$ 14,936
Contingency				
10% Construction Planning Contingency				\$ 12,193
Subtotal Contingency				\$ 12,193
Subtotal				\$ 134,119



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

January 18, 2022

Summary:

Consider a resolution recommending approval of a second amended and restated Partial Requirements Power Service Agreement Scheduling Protocol with Southwestern Public Service Company (“SPS”).

Background/Discussion:

The Scheduling Protocol was initially approved in 2017 to memorialize an understanding regarding scheduling of all energy purchased and sold between SPS & LP&L. The Scheduling Protocol was amended in May 2021 to account for changes that occurred in transactions between SPS & LP&L at that time. The second amendment is necessary to confirm that SPS will continue its role as the Load Responsible Entity and Market Participant in the Southwest Power Pool Integrated Marketplace on LP&L’s behalf. The second amendment to the Scheduling Protocol is consistent with terms in the Settlement Agreement between SPS and LP&L approved on May 27, 2021.

Fiscal Impact:

SPS will charge a \$12,000 per month fee for SPS’s labor costs to provide this service.

Recommendation:

Staff recommends approval of the Second Amendment to the Scheduling Protocol or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L and Southwestern Public Service Company, a New Mexico corporation (“SPS”), are parties to that certain Master Power Purchase and Sale Agreement dated as of November 12, 2009 (the “Master Agreement”), and that certain Transaction Agreement of the same date entered into under the Master Agreement (the “Transaction Agreement”, and together with the Master Agreement and any other transactions entered into under the Master Agreement, the “PPA”), pursuant to which LP&L is purchasing 170 megawatts of Partial Requirements Power Service, as defined in the Transaction Agreement, and increased annually as provided therein, from SPS;

WHEREAS, LP&L and SPS are also parties to that certain Letter Agreement entitled “Letter Agreement between SPS and LP&L re Future Costs under SPP NITSAs”, dated March 21, 2017 (the “Transmission Letter Agreement”), related to transmission charges allocable to LP&L in connection with the PPA;

WHEREAS, LP&L and SPS have agreed to certain terms and conditions outlined in that certain Settlement Agreement by and between SPS and LP&L dated May 27, 2021 (“Settlement Agreement”), to terminate the PPA and the Transmission Letter Agreement;

WHEREAS, LP&L and SPS desire to amend only the Amendment to Scheduling Protocol, attached as Exhibit 1 to the Settlement Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock hereby approves that certain Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company, as attached hereto and incorporated herein as though set forth fully herein in detail.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock hereby acknowledges that no other changes are being made to that certain Settlement Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company dated May 27, 2021.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chairman of the Electric Utility Board is hereby authorized and directed to execute that certain Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company, as attached hereto and incorporated herein as though set forth fully herein in detail.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this resolution shall be null and void if the City Council of the City of Lubbock does not approve a similar resolution approving the Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southwestern Public Service Company within thirty (30) days of this resolution.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

ATTACHMENT 3

Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol

The City of Lubbock, Texas, a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light (the “Customer” or “LP&L”) and Southwestern Public Service Company (the “Company” or “SPS”), hereby enter into this Second Amended and Restated Partial Requirements Power Service Agreement Scheduling Protocol (the “Protocol”) on the 25th day of January, 2022. This Protocol supplements, forms part of, and is expressly subject to that certain Transaction Agreement for the sale of Partial Requirements Power Service (the “PRPS” or “Agreement”) executed by the Parties on the 12th day of November, 2009, which is on file with the Federal Energy Regulatory Commission (“FERC” or “Commission”) under the SPS designation Rate Schedule No.138. Each of SPS and LP&L may be referred to individually herein as a “Party” and, collectively, as the “Parties”.

The initial level of energy and capacity that SPS will sell to LP&L pursuant to the PRPS shall be 170 MW on June 1, 2019, and shall increase by one and a fifth percent (1.2%) each succeeding June 1, through the term of the Agreement (the “Contract Quantity”). The PRPS contains transaction scheduling provisions and terminology suited more toward operations within a bilateral or Energy Imbalance Market design as the transaction agreement was entered into prior to the inception of the Southwest Power Pool, Inc. (“SPP”) Integrated Marketplace (“IM”). The purpose of this Protocol is to memorialize an understanding between LP&L and SPS regarding Section 5 of the PRPS, “Scheduling”, as well as resulting charges, given present operations under the SPP IM. In the event of a conflict between this Protocol and the PRPS, the PRPS shall prevail.

1) **Term.**

The procedures and processes established herein shall remain in effect until such time as the PRPS terminates on its own or pursuant to that certain Settlement Agreement between SPS and LP&L dated May 27, 2021, at which time this Protocol shall also terminate, unless otherwise amended or terminated by mutual agreement of the Parties at an earlier date.

2) **Load Scheduling and Market Settlements in the SPP IM.**

During the term of this Protocol, SPS will act as the Load Responsible Entity, as defined in SPP’s Open Access Transmission Tariff (“OATT”), for LP&L, and as the Market Participant, as defined in the SPP OATT, bidding LP&L load into the SPP IM.

- a) **Resource Adequacy.** LP&L will be responsible to provide, or procure as necessary, sufficient capacity resources for SPS to meet the applicable SPP resource adequacy and planning reserve obligations for the LP&L loads within SPP that exceed the Contract Quantity delivered to LP&L by SPS pursuant to the PRPS. SPS will not have any responsibility for any LP&L load located outside of SPP.

The PRPS provides LP&L with the Contract Quantity of capacity resources that can be used to satisfy the SPP resource adequacy and planning reserve obligations for LP&L loads within SPP. This capacity may be used by LP&L, in conjunction with other generation LP&L or their agent registers in the SPP IM¹ and other third-party agreements LP&L may secure in the future that would be recognized by SPP as a capacity resource, to meet the SPP resource adequacy and planning reserve obligations for the LP&L load served within SPP.

If LP&L or its agent has other generation or third-party purchased capacity resources that are to be used by SPS to meet LP&L's must-offer requirement for its load in the SPP IM, then LP&L or its agent must identify the asset for SPS, include and update the data repository maintained by the SPP Market Monitoring Unit, as defined in the SPP OATT, and take any other steps necessary so that these other LP&L capacity resources can be used by SPS, as necessary, to meet the SPP IM must-offer requirement. SPS will not be the Market Participant for LP&L's other generation or for any other third-party purchased capacity resources.

- b) Scheduling load in the SPP IM.** SPS will be the SPP Market Participant for LP&L and will bid LP&L load into the SPP IM as instructed by LP&L pursuant to the Protocol. SPS will timely submit demand bids on behalf of LP&L into the SPP IM.

LP&L must provide hourly demand bid schedules to SPS two (2) hours prior to the close of the SPP IM Day-Ahead ("DA") Market ("DA Market") on the last business day prior to the operating day for the volume of energy it intends for SPS to bid into the DA Market for the following day(s).² If LP&L fails to do so, SPS will carry forward the last demand bid schedule provided by LP&L and submit it to SPP for the next day(s). LP&L may request that SPS adjust demand bid schedules already provided to SPS up until two (2) hours prior to the close of the DA Market on the last calendar day prior to the operating day and SPS will use commercially reasonable efforts to make the adjustments for LP&L. SPS will confirm the adjusted demand bid schedule volumes submitted to SPP for LP&L.

- c) Charges for Load Scheduling and Market Settlements in the SPP IM.** All verified out-of-pocket costs reasonably incurred and paid by SPS to serve LP&L load in the SPP IM, including, but not limited to, charges related to participation in the DA Market and Real-Time ("RT") Market ("RT Market"), LP&L's pro-rata share of any SPP IM Ancillary Service charges and administrative fees, and, unless otherwise specified herein, LP&L's pro-rata share of any other charges and/or credits SPS incurs to serve LP&L's load in the SPP IM, shall be passed through to and paid by LP&L to SPS unless incurred as a result of SPS' negligence or willful misconduct.

- (1) DA Market. SPS will charge LP&L for the volume cleared in the DA Market at a rate equal to the volumes cleared for each hour of each operating day multiplied by the DA Locational Marginal Price ("LMP") at the Delivery Point for the same

¹ Any such generators must adhere to and comply with SPP requirements, including SPP Planning Criteria Accredited Capability Test specifications.

² Currently this deadline shall be 7:30 AM Central Prevailing Time ("CPT") or 06:30 AM Mountain Prevailing Time ("MPT").

hour. SPS will also pass through LP&L's pro-rata share of any other SPP IM charges and/or credits specific to the DA Market incurred by SPS on LP&L's behalf, including but not limited to SPP IM Ancillary Service charges and administrative fees.

- (2) Real-time ("RT") Market. Any deviations between the DA cleared energy volumes and the actual LP&L load for any period will be settled at the RT LMP. SPS will pass along the applicable RT charges to LP&L at a rate equal to the difference between the DA cleared load and the actual load for each period multiplied by the RT LMP at the Delivery Point.
- a. As an example, if LP&L scheduled 150 MWh of load that cleared for an hour in the DA Market and the actual load for the period is 155 MWh, LP&L would be required to pay SPS for 150 MWh at the DA LMP at the Delivery Point and pay for 5 MWh at the RT LMP at the Delivery Point.
 - b. In another example, if LP&L scheduled 150 MWh of load that cleared for an hour in the DA Market and the actual load for the period is 145 MWh, LP&L would be required to pay SPS for 150 MWh at the DA LMP at the Delivery Point and would get a credit from SPS for 5 MWh at the RT LMP at the Delivery Point.

SPS will also pass through LP&L's pro-rata share of any other SPP IM charges and/or credits specific to the RT Market incurred by SPS on LP&L's behalf, including but not limited to SPP IM Ancillary Service charges and administrative fees.

- (3) Market Participant Services. LP&L shall pay SPS a fee of \$12,000 per month for SPS's labor costs associated with its role as the Load Responsible Entity and Market Participant in the SPP IM on LP&L's behalf ("Market Participant Charge").
- (4) Settlement Statements. SPS will issue settlement statements to LP&L that include the charges and/or credits applicable to SPS serving LP&L's load, including the Market Participant Charge, as part of the billing process under the PRPS. Such settlement statements will reflect interim and final SPP IM settlements consistent with the updates described in the Wholesale Fuel Cost and Economic Purchased Power Adjustment Clause, which is Attachment 2 of the PRPS. This Section 1(c)(3) shall survive beyond the termination of this Protocol to the extent necessary to reflect final SPP IM settlements.

3) Partial Requirements Scheduling and Related Charges.

SPS's obligation to provide energy to LP&L shall be determined based on Bi-lateral Schedules ("BS") from SPS to LP&L and confirmed by the Parties.

LP&L may schedule any quantity of the Contract Quantity during a 24-hour period, provided, however, that the smallest quantity scheduled by LP&L for any hour must be

no less than 50% of the largest quantity scheduled for any hour during that same twenty-four hour period as a DA BS. LP&L may opt to utilize and schedule additional energy either as DA or RT BS. The combination of BS schedules may not collectively exceed the Contract Quantity for any hour.

a) PRPS Schedules.

- (1) No later than the 22nd calendar day of each month SPS will provide LP&L a written good faith estimate of its system average fuel costs for the following month.
- (2) LP&L must inform SPS of its election to utilize a DA BS and its desired hourly energy no later than two (2) hours prior to the close of the SPP DA Market on the last calendar day prior to the operating day. Currently this deadline is 7:30 AM Central Prevailing Time (“CPT”) or 06:30 AM Mountain Prevailing Time (“MPT”). The DA BS volume may not be adjusted after the close of the SPP DA Market without mutual agreement of the Parties.
- (3) LP&L may submit a new RT BS energy schedule for any additional available energy not previously scheduled as a DA BS under the Agreement by notifying SPS of its additional desired hourly energy volume at least thirty (30) minutes prior to the operating hour. These RT BS schedule changes are limited to three (3) updates per twenty-four (24) hour operating day period. The RT BS volume may not be adjusted after thirty (30) minutes prior to the start of the operating hour without mutual agreement. The combined DA BS and RT BS scheduled volume may not exceed the energy available to LP&L under the Agreement.

b) PRPS Charges.

Charges for energy scheduled under each BS shall be based on scheduled volumes at the rates prescribed by the Agreement.

Because each BS is transacted outside the SPP IM and all LP&L load is separately settled in the SPP IM, each BS shall be offset by a separate BS from LP&L to SPS (each, an “Offsetting BS”) and the charge for this Offsetting BS, payable from SPS to LP&L, shall be calculated for each hour as follows:

- (1) For a DA BS, the hourly volume scheduled and confirmed for the hour between SPS and LP&L as a DA BS, multiplied by the DA LMP at the Delivery Point; and
- (2) For a RT BS, the hourly volume scheduled and confirmed by the parties for the hour between SPS and LP&L as a RT BS, multiplied by the DA LMP at the Delivery Point.

As charges for each Offsetting BS are based on the DA LMP and RT LMP published by SPP, such charges shall be subject to true-up if the relevant LMP is subsequently revised by SPP.

4) Delivery Point.

For purposes of this Protocol, as long as SPS remains the SPP customer under the SPP Network Integration Transmission Service Agreement (“NITSA”) on behalf of LP&L for LP&L’s load in SPP, the Delivery Point shall be “SPS_SPS” or the commercial pricing node for SPS’s network load that contains LP&L’s load.

If LP&L requests that the NITSA be reassigned from SPS to LP&L, SPS will work with SPP to establish a generation Resource Hub representing SPS’s portfolio of capacity resources, and the Delivery Point shall become a new SPS generation Resource Hub in SPP for LP&L.

5) Meter Data.

Each Party will provide all meter data it has in its possession necessary to settle the energy sales under the PRPS, as described further under this Protocol.

6) Congestion Rights.

As long as SPS remains the SPP customer under the SPP NITSA on behalf of LP&L, SPS will allocate, by separate line item in monthly invoices, to LP&L its pro-rata share of SPS’s total net system Auction Revenue Rights (“ARR”) and Transmission Congestion Rights (“TCR”) charge type settlement charges/credits from SPP. The pro-rata share of ARR/TCRs allocated to LP&L will be based on the energy LP&L schedules under the PRPS divided by the SPS total net system load during the same period. SPS will not allocate LP&L any ARR and TCR charge type settlement charges/credits from SPP should the SPP NITSA be reassigned to LP&L.

For periods where SPS is not the SPP customer under the SPP NITSA on behalf of LP&L, no amounts shall be credited to LP&L for ARRs/TCRs under this Protocol.

7) General.

All terms not otherwise defined herein shall have the meaning set out in the PRPS.

The services provided by the Parties to each other hereunder, and any agents thereto, will be provided consistent with Good Utility Practice and applicable protocols, tariffs, and business practices promulgated by SPP in furtherance of the SPP IM. Except as expressly provided therein, nothing in this Protocol, amends, modifies, or replaces any provisions of the PRPS (or any Service Schedule attached thereto).

This Protocol may be executed in multiple original counterparts and any counterpart hereof having attached thereto the signatures of the Parties hereto (whether on one page or on separate pages) shall be deemed a fully executed original.

Southwestern Public Service Company,
a New Mexico corporation

By: _____

Name: John Welch

Title: Vice President, Commercial Operations

Xcel Energy Services Inc. as Agent for

Southwestern Public Service Company

The City of Lubbock, Texas, a home rule municipal corporation organized under the laws of
the State of Texas

CITY OF LUBBOCK, TEXAS

DANIEL M. POPE, MAYOR

[signatures continued on next page]

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities-LP&L

APPROVED AS TO FORM:

Jenny Smith, General Counsel-LP&L

Craig Enochs, Outside Legal Counsel

ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK, TEXAS

DAN ODOM, CHAIRMAN

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities-LP&L

APPROVED AS TO FORM:

Jenny Smith, General Counsel-LP&L

Craig Enochs, Outside Legal Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider a resolution authorizing the Chairman of the Electric Utility Board to execute a Real Estate Purchase and Sale Agreement by and between the City of Lubbock, a Texas home-rule municipal corporation, and Pyco Industries, Inc., regarding an approximately 0.6790 acre tract of land, more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in Volume 930, Page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, deed records of Lubbock County, Texas, to be used for an expansion of the Coop Substation, approving a Warranty Deed regarding same, authorizing payment for title and closing costs, and recommending approval of same to the Lubbock City Council.

Background/Discussion:

The acquisition of the above described 0.6790 acre tract (the "Subject Tract") is necessary to the expansion of the LP&L Coop Substation. The Subject Tract is located at approximately East Coronado Drive and Juniper Avenue. The City had an appraisal of the Subject Tract prepared by Obrien Right of Way Valuation. The appraised fair market value of the Subject Tract, plus the damages that will be incurred upon the remainder of the land owner's property, is \$3,581.00 (the "Total Compensation").

As required by law, the purchase price set forth in the Real Estate Purchase and Sale Agreement attached to the resolution under consideration by the Electric Utility Board is in the amount of the Total Compensation.

The authority to purchase the Subject Tract lies with the City Council. The resolution presented to the Electric Utility Board, if passed, approves the purchase and requests the City Council to approve the purchase of the Subject Tract for the Total Compensation. If approved by the Electric Utility Board, LP&L staff will present the item to the City Council at its meeting on February 8, 2022.

Fiscal Impact:

A total of **\$5,670,000** is appropriated and **\$4,764,002** is available in account number **92727 (Substation Capacity Upgrade- Co-op)** for this purpose.

Recommendation:

Staff requests that the Electric Utility Board recommend approval of the Real Estate Purchase and Sale Agreement, with **Pyco Industries**, for **\$3,581**, to the City Council of the City of Lubbock or such alternative actions as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:

92727

Capital Project Name:

Substation Capacity Upgrade Co-op

	Budget
Total Appropriation	\$ 5,670,000

Expended	<i>Contract or PO Number</i>	
B&V - Engineering Services		\$ (187,008)
Lubbock Avalanche Journal		(391)
Ganatra Labhesh		(720)
Principle Services		(1,799)
Obrian Realty Advisors		(7,500)
Expended to Date		\$ (197,419)

Encumbered	<i>Contract or PO Number</i>	
Siemens Industry - Circuit Breakers	21403429	\$ (412,279)
Anixter - Circuit Breakers	21403427	(112,312)
Anixter	21403452	(17,631)
Electrical Power Products - Relay Panels	21403428	(166,357)
Encumbered to Date		\$ (708,579)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Dis-Tran - Steel Structures	RFP 7121-22-ELD	\$ (178,094)
Pyco - Electric Utility Easement		(1,277)
Pyco - Real Estate Purchase and Agreement		(3,581)
Agenda Items for Consideration		\$ (182,952)

Estimated Costs for Remaining Appropriation	
Staff Time	\$ (60,000)
Material for Co-op Feeder Project	(64,131)
15kv Breakers	(583,569)
500MCM Cable	(452,665)
Control Cable	(141,335)
Equipment	(344,135)
Long Lead Conduit	(3,300)
Man hole	(19,800)
PT's	(8,535)
SS Transformer	(8,580)
Ganatra	(15,000)
Co-op Substation Capacity Upgrade	(2,825,000)
Testing & Commissioning	(55,000)
Estimated Costs for Remaining Appropriation	\$ (4,581,050)
Remaining Appropriation	\$ -

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, LP&L owns and operates the Coop substation ("Substation") located on land currently owned by the City of Lubbock, a municipal corporation of the State of Texas, which is comprised of two tracts of land situated in Block 36, Coronado Addition to the City of Lubbock according to the map, plat, and/or dedication deed recorded in Volume 930, Page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46 of the deed records of Lubbock County, Texas;

WHEREAS, the Substation is in need of expansion and upgrades to support integrating the remaining portion of LP&L's load, which remains in Southwest Power Pool, into the Electric Reliability Council of Texas;

WHEREAS, the site for the LP&L-owned Substation expansion is on land currently owned by Pyco Industries, Inc., a non-profit corporation organized under the laws of the State of Texas ("Pyco"), which is approximately 0.6790 acre tract of land, more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in Volume 930, Page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46 of the deed records of Lubbock County, Texas;

WHEREAS, under the Agreement, LP&L has agreed to pay for certain title and closing costs related to the acquisition of the property as more fully outlined in the Agreement;

WHEREAS, Pyco and LP&L desire to complete the acquisition of the property necessary for the Substation expansion; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby authorizes the Chairman of the Electric Utility Board to execute that certain Real Estate Purchase and Sale Agreement by and between Pyco Industries, Inc., a Texas non-profit corporation, and the City of Lubbock, a Texas home-rule municipal corporation as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto, and approves payment of consideration in the amount of necessary title and closing costs associated with same, and further recommends approval by the City Council to approve and authorize same.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board accepts that certain Warranty Deed from Pyco Industries, Inc. to the City of Lubbock for an approximately 0.6790 more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in Volume 930, Page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46 of the deed records of Lubbock County, Texas; more fully described in Exhibit A attached to the Real Estate Purchase and Sale Agreement, as attached hereto and incorporated herein as though fully set forth herein in detail.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Real Estate Purchase and Sale Agreement within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 18th day of January, 2022.

DAN ODOM, CHAIRMAN

ATTEST:

Greg Taylor, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

EFFECTIVE DATE: January 18, 2022

SELLER: Pyco Industries, Inc., a Texas non-profit corporation

SELLER'S

MAILING ADDRESS: 2901 Avenue A, Lubbock, TX 79404

BUYER: City of Lubbock, a Texas home-rule municipal corporation

BUYER'S

MAILING ADDRESS: Citizens Tower, 1314 Avenue K, Lubbock, Texas 79401

CASH PURCHASE

PRICE: Three Thousand Five Hundred Eighty-One and no/100 dollars (\$3,581.00)

Subject to the terms, covenants, and conditions hereinafter stated, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the herein described Property. Seller and Buyer are sometimes referred to herein separately as "Party" or collectively as the "Parties".

1. **PROPERTY:** As used in this Agreement, the term "Property" means the following:

A. That certain tract of land situated in Lubbock County, Texas, described as follows:

An approximately 0.679 acre tract of land, more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in volume 930, page 195, deed records of Lubbock County, Texas (DRLCT), and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, DRLCT, said 0.679 acre tract being further described and depicted on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land")

together with (i) all improvements and fixtures situated thereon ("Improvements"), (ii) all rights, privileges and appurtenances pertaining thereto, including but not limited to easements, rights-of-way, licenses, permits, and other similar interests ("appurtenances") existing in connection with the beneficial use and enjoyment of the Property, and (iii) all minerals, oil, gas, and other hydrocarbon substances appurtenant to the Property that are not previously reserved.

2. **CONSIDERATION/DONATION:** Pyco Industries, Inc. (herein "Pyco") agrees to sell all right, title, and interest, in and to the Property to the City of Lubbock (herein "City"), and City agrees to buy and pay Pyco three thousand five hundred eighty-one and no/100 dollars (\$3,581.00) ("Purchase Price") for the Property on the terms and conditions set forth herein. The promises by

Buyer and Seller stated in this agreement ("Agreement") are the consideration for the formation of this Agreement.

3. **APPROVAL/GOVERNMENTAL AUTHORITY:** By Resolution EUB 2021-0038, Lubbock Power & Light ("LP&L"), the municipally owned utility of the City (Buyer), has been approved to migrate its Unaffected Load (defined therein) from Southwest Power Pool into the Electric Reliability Council of Texas, and to execute all requisite regulatory documentation or filings to cause such migration. LP&L requires the Property to expand its Coop substation ("Substation") be able to support such migration of its Unaffected Load; the Property will be the site of such expansion of the Substation.

Buyer is authorized to own real property pursuant to Texas Local Government Code Section 51.076 and City of Lubbock Charter, Article 2, Section 5. Buyer's obligation to close under this Agreement is subject to an affirmative vote in favor of the proposed transaction and all of the terms within this Agreement by the Electric Utility Board of the City of Lubbock and the City Council of Lubbock.

4. **TITLE POLICY AND TITLE APPROVAL:**

- A. **Title Policy:** Seller shall furnish to Buyer, at Seller's expense, an Owner's Policy of Title Insurance (the "Title Policy") issued by Lubbock Abstract & Title Co. in Lubbock, Texas ("Title Company"), as agent for a title insurance company acceptable to Buyer, and dated at or after closing. The Title Policy shall guarantee Buyer's title to be good and marketable as of the date of closing.
- B. **Commitment:** Within a reasonable time after the Title Company receives a fully executed copy of this Agreement, Seller shall deliver to Buyer a commitment for a Title Policy (the "Commitment"), stating the condition of the title to the Land, together with legible copies of all documents evidencing any Permitted Exceptions in the Commitment (the "Exception Documents"). "Permitted Exceptions" means: (1) any exception arising out of an act of Buyer or its representatives, agents, employees or independent contractors; (2) zoning and subdivision ordinances and regulations; (3) the specific exceptions in the Commitment that the Title Company has not agreed to insure over or remove from the Commitment before the Closing Date and that Seller is not required to remove as provided above; (4) items shown on the surveys or any updated or new surveys of the Property which have not been removed before the Closing Date; (5) any applicable real estate taxes and assessments not yet due and payable; and (6) rights of tenants under any existing lease on the Property, as occupancy tenants only and without any rights of first refusal, rights of first offer or purchase options.
- C. **Title Approval:** Buyer shall have thirty (30) days after receipt of the Commitment and the Exception Documents, while being aware of the Closing Date set out herein, to deliver written notification to Seller of Buyer's objections to any of the matters in the Commitment and the Exception Documents. The Closing Date will be extended, if necessary, to accommodate this review period. If no objections are

received, then Buyer shall be deemed to have accepted all matters shown on the Commitment and the Exception Documents; provided, however, that in no event will liens, money encumbrances, or other items shown on Schedule C of the Commitment be deemed to be Permitted Exceptions, and Seller must, at or prior to closing, discharge or obtain releases of all liens and money encumbrances and cure all other items shown on Schedule C of the Commitment, whether or not Buyer objects to such items. The matters that Buyer either approves or is deemed to have approved are considered Permitted Exceptions. If objections are raised by Buyer, Seller shall have ten (10) days from the date such objections are disclosed to cure the same, and the parties will amend the Closing Date set out herein. If the objections are not timely cured, Buyer may, at Buyer's option (1) waive the unsatisfied objections and complete the purchase, subject to Seller's obligations to remove all liens and money encumbrances and cure all other items shown on Schedule C of the Commitment, or (2) terminate this Agreement, and neither Party shall have any further rights or obligations under this Agreement, except as otherwise expressly provided in this Agreement.

5. **INSPECTION OF THE PROPERTY:**

- A. **Entry Onto The Property:** The parties to this Agreement are also negotiating a Temporary License Agreement, intended to grant Buyer access to and use of the Property for a certain time period. Upon the execution of this Agreement, Buyer shall have immediate access to the Property and may enter thereon to inspect it at Buyer's cost, subject to the following:
 - (1) If the Property is materially damaged as a result of Buyer's inspections, Buyer must promptly return the Property to as near its pre-inspection condition as is reasonably practicable;
 - (2) Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors; and
 - (3) Buyer must abide by any other reasonable entry rules imposed by Seller.
- B. **Indemnity:** TO THE FULLEST EXTENT POSSIBLE BY LAW, SELLER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS, BUYER, AND BUYER'S SUCCESSORS AND ASSIGNS, ("INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, LOSSES, DAMAGES, (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY OR ASSERTED AGAINST BUYER IN ITS INVESTIGATION OF THE PROPERTY AND ARISING FROM OR IN CONNECTION WITH SELLER'S NEGLIGENCE OR INTENTIONAL MISCONDUCT WITH REGARD TO THE CONDITION OF THE PROPERTY. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE OBLIGATIONS OF SELLER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CLOSING.

6. **SELLER'S REPRESENTATIONS TO BUYER:** Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date (the representations and warranties of Seller in this Section will survive closing).
- A. **Authority:** Seller is a Texas non-profit corporation duly formed under the laws of the state of Texas and is in good standing with the Texas Secretary of State and Texas Comptroller's office, and the individuals signing on behalf of Seller below have the requisite authority to perform its obligations under this Agreement. This Agreement is binding on Seller. This Agreement is, and all documents required by this Agreement to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
 - B. **Litigation:** Seller is not aware of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Agreement.
 - C. **Violation Of Laws:** Seller has not received written notice and has no actual knowledge of any violation of any law, ordinance, regulation, or requirements affecting the Property, Seller's use, or Buyer's intended use of the Property.
 - D. **Easements and Appurtenances:** Seller has not received any written notice and has no actual knowledge that any easement, license, permit, or appurtenances necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
 - E. **No Other Obligation To Sell Or Restriction Against Sale:** Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this Agreement will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
 - F. **No Liens:** On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens, assessments, security interests, and encumbrances of any nature not arising by, through, or under Buyer, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.
 - G. **Environmental:**
 - (1) Except as specifically provided herein, Seller hereby represents to Buyer that to Seller's knowledge: (i) no mandatory statutory disclosure document concerning the environmental condition of the Property needs to be provided; (ii) the Property is not in any way contaminated with any hazardous material or substance; (iii) the Property does not appear on any

state or federal CERCLA (Comprehensive Environmental Responsibility, Compensation, and Liability Act) or Superfund lists; (iv) neither Seller nor any of Seller's employees, agents, licensees, invitees, contractors, or other persons directly or indirectly under the control of Seller have placed or permitted the placement of any unauthorized hazardous materials or substances in, on, or over the Property; (v) no other party has placed any unauthorized hazardous materials or substances in, on, or over the Property; (vi) the Property is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the clean-up, removal or remediation of any hazardous substance from the Property; and (vii) Seller has not received written notice and has no actual knowledge of any hazardous materials by any governmental authority or third party with respect to the presence of hazardous materials affecting the Property.

- (2) Except as specifically provided herein, no hazardous materials are or have been placed, held, located, discharged, released, treated, allowed to escape, or disposed of on or under the Property by or under the direction of Seller, and to Seller's actual knowledge no part of any improvement on the Property contains any asbestos or asbestos-containing materials, any polychlorinated biphenyls in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils or otherwise, nor any lead-based paint, nor any underground storage tanks.
- (3) Seller has never used any portion of the Property, and to the best of Seller's knowledge no portion of the Property has been used, for a sanitary landfill or as a dump site or storage site (whether temporary or permanent) for any hazardous materials.

H. **Right of Access:** As of the Effective Date, the Property has a legal right and practicable means of access from a public road.

7. **BUYER'S REPRESENTATIONS TO SELLER:** Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

A. **Authority:** Buyer is a Texas home-rule municipal corporation operating under the laws of the state of Texas, with authority to perform its obligations under this Agreement, subject to the condition set forth herein that Buyer's obligations under this Agreement is contingent upon an affirmative vote in favor of the proposed transaction and all of the terms within this Agreement by the Electric Utility Board of the City of Lubbock and the City Council of the City of Lubbock. Subject to the conditions set forth herein, this Agreement is binding on Buyer. This Agreement is, and all documents required by this Agreement to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

8. **CONDITION OF THE PROPERTY UNTIL CLOSING:**

- A. **Maintenance And Operation:** Until closing, Seller will (i) maintain the Property in at least as good of a condition and state of repair as it existed as of the Effective Date, except for reasonable wear and tear and casualty damage; (ii) comply with all contracts, laws, and governmental regulations affecting the Property and Seller's operations on and occupancy of the Property; and (iii) not encumber, transfer, or dispose of any of the Property except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until Closing or the termination of this Agreement, Seller will not enter into, amend, or terminate any lease of the Property ("Lease") or other contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Lease or other contract, including a copy of the Lease or other contract, in sufficient time so that Buyer may consider the new information before the end of the Closing or the termination of this Agreement.
- B. **Casualty Damage:** If any part of the Property is damaged or destroyed by fire, windstorm, or other casualty prior to the Closing Date, Seller shall promptly notify Buyer and restore the same to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller is unable to do so without default, Buyer may terminate this Agreement if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving written notice to Seller. The casualty damage will be deemed to materially affect Buyer's intended use if the estimated amount of damage exceeds thirty percent (30%) of the Purchase Price. If Buyer does not terminate this Agreement, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage. If Seller has not insured the Property and Buyer does not elect to terminate this Agreement in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

9. **CLOSING:**

- A. **Closing:** The closing of this transaction shall be conducted at the Title Company on or before February 28, 2022, (the "Closing Date"), or such other time and place as may be agreed upon by the Parties, unless some valid objection to the title is made by Buyer requiring additional time within which to meet and cure the same, in which event it shall be consummated within a reasonable time after meeting and curing such objections. At closing, the following will occur:
- 1) Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Escrow Agent in funds acceptable to Escrow Agent. ;
 - 2) Seller will deliver to Buyer a general warranty deed and bill of sale conveying good and marketable title to the Land and Improvements;

- 3) The Parties will execute and deliver customary agreements, certificates, permits, approvals, records of tax exemption applicable to the Property, records of regulatory proceedings or violations applicable to the Property, resolutions, documents affecting the property such as licenses, agreements, and encumbrances that have not been filed in the Lubbock County Clerk's office, and other closing documents and any documents required by Title Company ("Closing Documents");
- 4) Title Company will be instructed to record the deed and the other closing documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions; and
- 5) Seller will deliver possession of the Property to Buyer, free of any liens, leases, or other encumbrances, subject to the Permitted Exceptions existing at closing and any liens and security interests created by Buyer at closing to secure financing for the Purchase Price.

B. Transaction Costs: At Closing, the Parties will pay the costs associated with this transaction as follows:

- (1) Seller will pay for the basic charge for the Title Policy; the costs to prepare the deed and bill of sale; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure title objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Commitment; Title Company's inspection fee to delete from the Title Policy the customary exception for rights of parties in possession; the additional premium for the survey/area and boundary deletion in the Title Policy; the costs of any UCC search, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments; any other costs expressly required to be paid by Seller in this Agreement; and Seller's attorney's fees and expenses.
- (2) Buyer will pay the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Agreement; and Buyer's attorney's fees and expenses.

C. Ad Valorem Taxes: The Parties recognize and acknowledge that Buyer is a tax-exempt entity. Buyer agrees to submit all requisite documents and application(s) with the Lubbock Central Appraisal District to confirm that following Closing, the Property will be owned by a tax-exempt entity, and no further tax will be due. Seller agrees: (i) that ad valorem taxes due for the Property for the calendar year of closing will be calculated as of the Closing Date, and Seller shall pay those taxes in full at Closing to the Lubbock Central Appraisal District; (ii) if the assessment for the calendar year of closing is not known at the Closing Date, the calculation will be based on tax rates for the previous tax year applied to the most current assessed value; (iii) Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after

closing; and (iv) Any and all prior or past due taxes (including any penalties, interest, and attorney's fees) that are still due as of closing will be paid by Seller at closing.

- D. **Issuance of Title Policy:** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

10. **DEFAULT AND REMEDIES:**

- A. **Seller's Default; Buyer's Remedies before Closing:** If Seller fails to perform any of its obligations under this Agreement or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may (i) terminate this Agreement by giving notice to Seller on or before the Closing Date, or (ii) enforce specific performance of this Agreement. If Seller's Default occurs after Buyer has incurred costs to investigate and inspect the Property and Buyer terminates this Agreement in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages the total of Buyer's actual out-of-pocket expenses incurred after the Effective Date to investigate and inspect the Property ("Buyer's Expenses"), the same to be paid to Buyer within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses and accompanied by reasonable evidence of same.
- A. **Seller's Default; Buyer's Remedies after Closing:** If Seller's representations are not true and correct at closing for reasons reasonably within Seller's control or knowledge and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and remedies available at law or in equity, including but not limited to rescission of this Agreement. If Seller fails to perform any of its obligations under this Agreement that survive closing, Buyer will have all rights and remedies available at law or in equity.
- B. **Buyer's Default; Seller's Remedies before Closing:** If Buyer fails to perform any of its obligations under this Agreement ("Buyer's Default"), Seller may, as its sole and exclusive remedy, terminate this Agreement by giving notice to Buyer on or before the Closing Date, thereby releasing Buyer from any further obligations under this Agreement. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before Closing.
- C. **Buyer's Default; Seller's Remedies after Closing:** After closing, if Buyer fails to perform any of its obligations under this Agreement that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
- E. **Attorney's Fees:** If either party retains an attorney to enforce this Agreement, each party will be responsible for its own attorney's fees and court and other costs.

11. **MISCELLANEOUS PROVISIONS:**

- A. **Notices:** Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by personal delivery, facsimile transmission, electronic mail transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Any address for notice may be changed by not less than ten (10) days' prior written notice delivered as provided herein.
- B. **Captions.** The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the Parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.
- C. **Entire Agreement:** This Agreement, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not in those documents.
- D. **Amendment:** This Agreement may be amended only by an instrument in writing signed by the Parties, and duly authorized by governing bodies, as applicable.
- E. **Assignment:** Buyer may assign this Agreement and Buyer's rights under it, and any such Assignment must be in writing and a copy of any such Assignment shall be provided to Seller.
- F. **Survival:** The provisions of this Agreement that expressly survive termination or closing and other obligations of this Agreement that cannot be performed before termination of this Agreement or before closing survive termination of this Agreement or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this Agreement, the Closing Documents control. The representations made by the parties as of Closing survive Closing.
- G. **Choice of Law; Venue:** THIS AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN LUBBOCK COUNTY, TEXAS.
- H. **Waiver of Default:** Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

- I. **No Third-Party Beneficiaries:** There are no third-party beneficiaries of this Agreement.
- J. **Severability:** If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.
- K. **Ambiguities Not to Be Construed against Party Who Drafted Agreement:** The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
- L. **No Special Relationship:** The Parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
- M. **Counterparts:** If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective as original signatures.
- N. **Confidentiality:** All information learned in the course of this transaction shall be kept confidential. Notwithstanding any provision to the contrary, confidentiality requirements shall not apply to: (i) duly elected or appointed officials, (ii) this Agreement and amounts paid herein, (ii) the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate and inspect the Property or to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations. Notwithstanding anything herein, the Parties understand Buyer is subject to the Texas Public Information Act, Texas Government Code § 552.001, *et seq.*, and will comply with this Act.
- O. **Disclosure of Interested Parties.** To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Seller shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Seller submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Seller has not submitted a Disclosure Form pursuant to this section, Seller represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.
- P. **Texas Public Information Act:** The requirements of Subchapter J, Chapter 552, Government Code may apply to this Agreement and Seller agrees that the

Agreement can be terminated if Seller knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

- Q. **Binding Effect:** This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.
- R. **Non-Boycott of Israel.** To the extent it applies, Seller hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
- S. **Ownership Representation and Warranty.** To the extent Chapter 2274, Texas Government Code applies to this Agreement, Seller represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Seller, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Seller warrants and represents that LP&L's Agreement with Seller therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
- T. **Non-Discrimination against Firearm Entities/Trade Associations.** Seller hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

U. **Non-Boycott of Energy Companies.** Seller hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

12. **TIME FOR PERFORMANCE:** Time is of the essence of this Agreement and strict compliance with the times for performance is required.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed and executed effective as of the Effective Date.

BUYER:

City of Lubbock, a Texas home-rule
municipal corporation

Daniel M. Pope, Mayor

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

City of Lubbock, acting by and through the
Electric Utility Board

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

SELLER:
PYCO INDUSTRIES, INC

Robert Lacy, Jr., President and Chief
Executive Officer

STATE OF TEXAS

§

COUNTY OF LUBBOCK

§

§

This instrument was acknowledged before me on _____, 2022, by Daniel M. Pope, Mayor of the City of Lubbock, a Texas home rule municipal corporation, on behalf of said Texas home rule municipal corporation.

Notary Public, State of Texas

My commission expires: _____

[illegible]

This instrument was acknowledged before me on _____, 2022, by Dan Odom, Chairman of the Electric Utility Board of City of Lubbock, a Texas home rule municipal corporation, on behalf of said Texas home rule municipal corporation.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022, by Robert Lacy, Jr. acting in his capacity as President and CEO of Pyco Industries, Inc., a Texas non-profit corporation, on behalf of said Texas non-profit corporation.

Notary Public, State of Texas

My commission expires: _____

EXHIBIT “A”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

General Warranty Deed

Date: _____, 2022

Grantor: Pyco Industries, Inc., a Texas non-profit corporation

Grantor's Mailing Address: 2901 Avenue A, Lubbock, TX 79404

Grantee: City of Lubbock, a Texas home-rule municipal corporation

Grantee's Mailing Address: 1314 Ave. K, 5th Floor, Lubbock, Texas 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Grantor

A. PROPERTY:

An approximately 0.679 acre tract of land, more or less, being a portion of block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in volume 930, page 195, deed records of Lubbock County, Texas (DRLCT), and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, DRLCT, said 0.679 acre tract being further described and depicted on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land");

together with (i) all improvements and fixtures situated thereon ("Improvements"), (ii) all rights, privileges, and appurtenances pertaining thereto, including but not limited to easements, rights-of-way, licenses, permits, and other similar interests ("Appurtenances") existing in connection with the beneficial use and enjoyment of the Property, and (iii) all mineral, oil, gas, and other hydrocarbon substances appurtenant to the Property that are not previously reserved (the "*Property*").

B. RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE

All presently recorded instruments affecting the Property, other than liens and conveyances; all visible and recorded easements, rights-of-way, and prescriptive rights; the rules and regulations

of any taxing authority having jurisdiction; all mineral rights outstanding in third parties; any valid and subsisting oil, gas, and mineral leases; and any other applicable liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record, to the extent, but only to the extent, they are validly existing and affect the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the terms, conditions, and provisions hereof and further subject to the Real Estate Purchase and Sale Agreement entered into between Grantor and Grantee, and subject to all applicable easements, conditions, restrictions, covenants, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty herein stated, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, and successors to warrant and forever defend all and singular the title to the Property to Grantee and Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

**GRANTOR
PYCO INDUSTRIES, INC.**

Name:

Title:

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2022 by Robert Lacy, Jr., President and CEO of Pyco Industries, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

My commission expires: _____

After recording, return to:
Lubbock Power & Light
Attn: Blair McGinnis
1314 Ave. K, 5th Floor
Lubbock, Texas 79401

EXHIBIT "A"

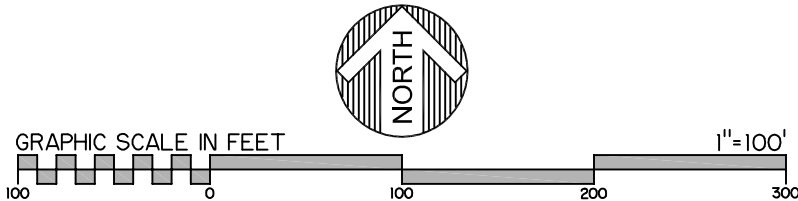
Surveyed on the ground.
August 13, 2021
Revised January 2, 2022 to correct recording information for
Wheelock's 2nd Addition plat.



Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas



Boundary Survey of a 0.6790 Acre Portion of
Block 36
Coronado Addition
and a portion of
Block 71,
Wheelock's 2nd Addition
to the City of Lubbock
Lubbock County, Texas



SUBJECT TRACT

METES AND BOUNDS DESCRIPTION of a 0.6790 acre tract being a portion of Block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 930, Page 195, Deed Records of Lubbock County, Texas (DRLCT), and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, DRLCT, said 0.6790 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED ASSOC" found in the South line of said Block 36, Coronado Addition, at the Southeast corner of that 0.93 acre tract described in Volume 1417, Page 475, DRLCT, for the Southwest corner of this tract which bears N. 69°46'30" E. a distance of 375.00 feet from the original Southwest corner of said Block 36;

THENCE N. 20°13'37" E., along the East line of said 0.93 acre tract a distance of 200.05 feet to a 1/2" iron rod found in the South right-of-way line of Coronado Drive, at the Northeast corner of said 0.93 acre tract and the Northwest corner of this tract;

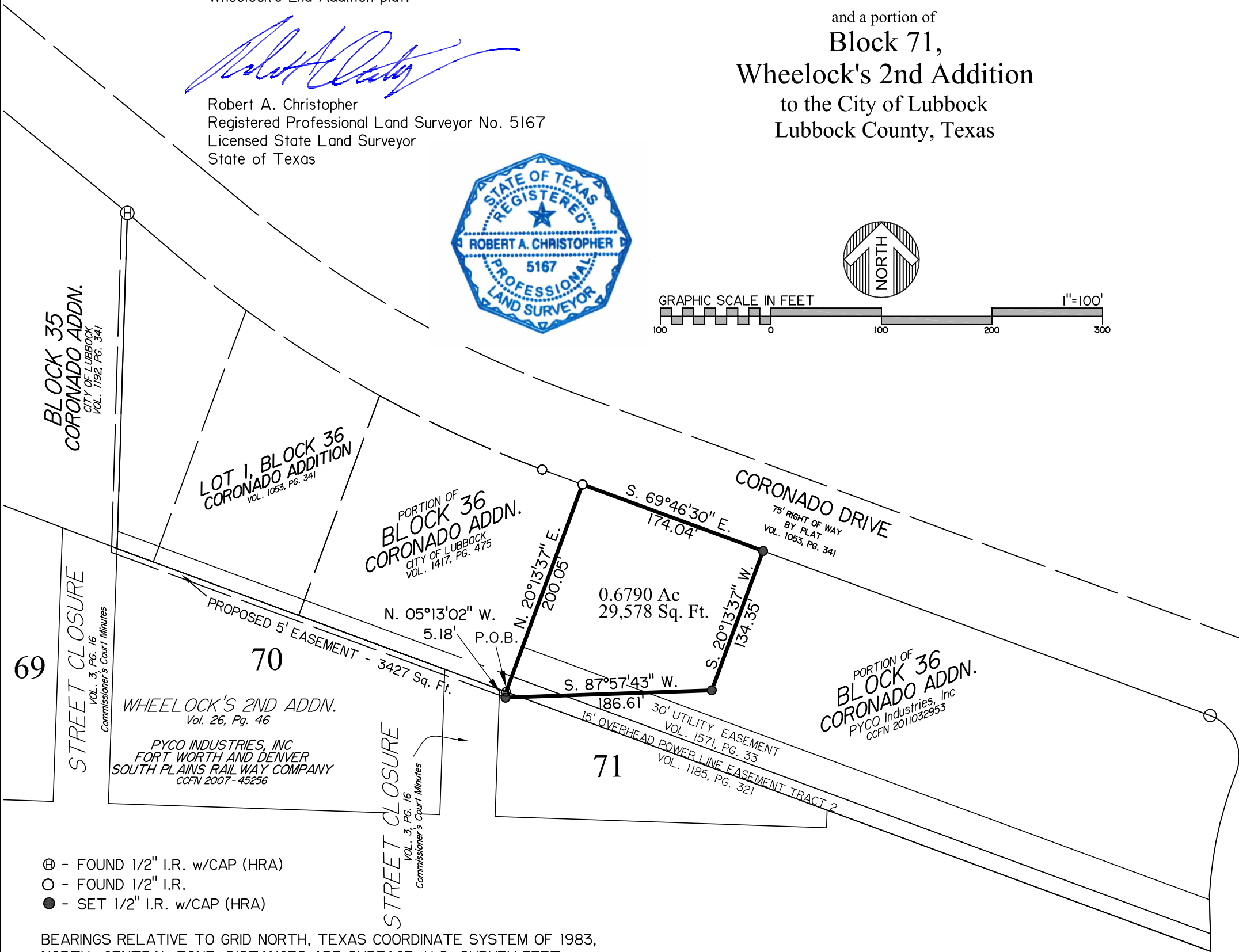
THENCE S. 69°46'30" E., along the South line of said Coronado Drive a distance of 174.04 feet to a 1/2" iron rod with cap stamped "HUGO REED ASSOC" set for the Northeast corner of this tract;

THENCE S. 20°13'37" W. a distance of 134.35 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the most Easterly Southeast corner of this tract;

THENCE S. 87°57'43" W., at 173.29 feet, pass the South line of said Block 36, continuing for a total distance of 186.61 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the most Southerly Southwest corner of this tract;

THENCE N. 05°13'20" E. a distance of 5.18 feet to the Point of Beginning.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.



- ⊕ - FOUND 1/2" I.R. w/CAP (HRA)
- - FOUND 1/2" I.R.
- - SET 1/2" I.R. w/CAP (HRA)

BEARINGS RELATIVE TO GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983,
NORTH-CENTRAL ZONE. DISTANCES ARE SURFACE, U.S. SURVEY FEET.
20210850-IG/RAC

COPYRIGHT 2022 HUGO REED & ASSOCIATES, INC.



HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider a resolution approving that certain Electric Utility Easement by and between Pyco Industries, Inc. and the City of Lubbock, a Texas home-rule municipal corporation, regarding an approximately 0.1316 acre tract of land, more or less, being a portion of Block 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed recorded in volume 930, page 195, deed records of Lubbock County, Texas, and a portion of Block 71, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, deed records of Lubbock County, Texas, to be used for electric lines and/or facilities, and recommending approval of same to the Lubbock City Council.

Background/Discussion:

The acquisition of the above described is necessary for the expansion of the LP&L Coop Substation. The easement is located at approximately E Coronado Drive and Juniper Avenue. The City had an appraisal of the easement prepared by Obrien Right of Way Valuation. The appraised fair market value of the easement, plus the damages that will be incurred upon the remainder of the land owner's property, is \$1,277.00 (the "Total Compensation").

As required by law, the purchase price for the Electric Utility Easement attached to the resolution under consideration by the Electric Utility Board is in the amount of the Total Compensation.

The authority to purchase the Subject Tract lies with the City Council. The resolution presented to the Electric Utility Board, if passed, approves the purchase and requests the City Council to approve the purchase of the Subject Tract for the Total Compensation. If approved by the Electric Utility Board, LP&L staff will present the item to the City Council at its meeting on February 8, 2022.

Fiscal Impact:

A total of **\$5,670,000** is appropriated and **\$4,764,002** is available in account number **92727 (Substation Capacity Upgrade- Co-op)** for this purpose.

Recommendation:

Staff requests that the Electric Utility Board recommend approval of the Easement, with Pyco Industries, for \$1,277, to the City Council of the City of Lubbock or such alternative actions as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:

92727

Capital Project Name:

Substation Capacity Upgrade Co-op

	Budget
Total Appropriation	\$ 5,670,000

Expended	<i>Contract or PO Number</i>	
B&V - Engineering Services		\$ (187,008)
Lubbock Avalanche Journal		(391)
Ganatra Labhesh		(720)
Principle Services		(1,799)
Obrian Realty Advisors		(7,500)
Expended to Date		\$ (197,419)

Encumbered	<i>Contract or PO Number</i>	
Siemens Industry - Circuit Breakers	21403429	\$ (412,279)
Anixter - Circuit Breakers	21403427	(112,312)
Anixter	21403452	(17,631)
Electrical Power Products - Relay Panels	21403428	(166,357)
Encumbered to Date		\$ (708,579)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Dis-Tran - Steel Structures	RFP 7121-22-ELD	\$ (178,094)
Pyco - Electric Utility Easement		(1,277)
Pyco - Real Estate Purchase and Agreement		(3,581)
Agenda Items for Consideration		\$ (182,952)

Estimated Costs for Remaining Appropriation	
Staff Time	\$ (60,000)
Material for Co-op Feeder Project	(64,131)
15kv Breakers	(583,569)
500MCM Cable	(452,665)
Control Cable	(141,335)
Equipment	(344,135)
Long Lead Conduit	(3,300)
Man hole	(19,800)
PT's	(8,535)
SS Transformer	(8,580)
Ganatra	(15,000)
Co-op Substation Capacity Upgrade	(2,825,000)
Testing & Commissioning	(55,000)
Estimated Costs for Remaining Appropriation	\$ (4,581,050)
Remaining Appropriation	\$ -

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, by resolution EUB 2021-0038 (“Resolution”), the Electric Utility Board of the City of Lubbock, has approved the migration of Lubbock Power & Light’s Unaffected Load (defined therein) from the Southwest Power Pool (“SPP”) into the Electric Reliability Council of Texas (“ERCOT”);

WHEREAS, the Electric Utility Board of the City of Lubbock and the City Council of the City of Lubbock have approved through adoption of the budget for Lubbock Power & Light, Capital Improvement Project 92693, Distribution System Upgrade – Improvements – Expansion, and Capital Improvement Project 92694, Substation 25 kV capacity upgrades providing for, among other things, the expansion of the LP&L Coop Substation and requisite facilities expansion and/or improvements (the “Electric Project”);

WHEREAS, the Electric Project serves the public interest of the citizens of the City of Lubbock in providing needed electric utility infrastructure improvements as a necessary predicate for the migration of Lubbock Power & Light’s Unaffected Load (defined in the Resolution) from SPP into ERCOT (“Electric Facilities”);

WHEREAS, to complete the Electric Project, LP&L is in need of a perpetual easement for the Electric Facilities across the property of Pyco Industries, Inc. (the “Grantor”), as more particularly described in Exhibit A to the attached Electric Utility Easement (the “Property Interest”);

WHEREAS, LP&L has engaged in negotiations with the Grantor of the Property Interest and has agreed on a purchase price of One Thousand Two Hundred Seventy-Seven and No/100 Dollars (\$1,277) for the Property Interest;

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Electric Project in the City of Lubbock, Texas; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the Electric Utility Easement from Pyco Industries, Inc. to the City of Lubbock, as attached hereto as Exhibit 1, and approves payment of consideration in the amount of One Thousand Two Hundred Seventy-Seven and No/100 Dollars (\$1,277), and any additional costs that may be necessary to acquire the Property Interest, and further recommends approval by the City Council to approve and authorize same.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE
CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise
approve and authorize the attached Electric Utility Easement within thirty (30) days
of the date hereof.

Passed by the Electric Utility Board this 18th day of January, 2022.

DAN ODOM, CHAIRMAN

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK	§	

THAT, Pyco Industries, Inc. (the “**GRANTOR**”), for and in consideration of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF LUBBOCK, a Texas home rule municipal corporation, which is located in Lubbock County, Texas, and whose mailing address is 1314 Ave. K, 5th Floor, Lubbock, Texas 79401 (“**GRANTEE**”) has granted, sold, and conveyed and by these presents does grant, sell and convey unto the GRANTEE perpetual, exclusive and unobstructed easements and rights of way (collectively, the “**EASEMENT**”) for the purposes of erecting, operating, maintaining and servicing thereon one or more underground and/or above ground electric transmission and electric distribution power and/or communication lines, each consisting of a variable number of wires and cables, along with all necessary, convenient or desirable appurtenances, attachments and supporting structures, including without limitation, foundations, guy wires and guy anchors, and structural components (collectively referred to herein as the “**FACILITIES**”), in, on, over, under and across that certain real property situated in Lubbock County, Texas, being approximately 0.1316 acres and of a maximum width of sixty-three feet (63’), and being more particularly described in Exhibit “A”, attached hereto and incorporated into this document by reference (the “**EASEMENT PROPERTY**”).

GRANTEE shall have the right of ingress, egress and regress in, on, over, under and across the EASEMENT PROPERTY by means of foot, vehicle, or mechanized equipment, including without limitation mechanical power equipment, including trenchers, bulldozers, power shovels, augers,

backhoes, scrapers, drills, cable and pipe plows, skidders, and yarders, or other similar equipment for the purposes of and right to construct, maintain, operate, improve, reconstruct, increase or reduce the size and capacity, repair, relocate, inspect, patrol, maintain, remove or replace such FACILITIES and related activities (“Purposes”) within the EASEMENT PROPERTY as GRANTEE may from time to time find necessary, convenient or desirable, along with all rights necessary or convenient for full use and enjoyment of the above grant, including access over, across and upon the EASEMENT PROPERTY. GRANTEE may only use the EASEMENT PROPERTY for such uses not described above upon the express written consent of GRANTOR. GRANTEE acknowledges GRANTOR’s right to recover actual monetary damages arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any. GRANTEE agrees to restore the EASEMENT PROPERTY and the remaining property to the EASEMENT PROPERTY’s and the remaining property’s original contours and grades, to the extent reasonably practicable, unless the safety or operational needs of GRANTEE and the FACILITIES would be impaired, in GRANTEE’S sole discretion. GRANTEE further agrees to restore the easement area and GRANTOR’s remaining property following any future damages directly attributed to the use of the EASEMENT PROPERTY by GRANTEE, to the extent reasonably practicable, unless the safety or operational needs of GRANTEE and the FACILITIES would be impaired, in GRANTEE’s sole discretion.

GRANTEE shall have the right to trim or remove trees or shrubbery within said EASEMENT PROPERTY, to the extent, in the sole judgment of GRANTEE, necessary or desirable to prevent possible interference with the efficiency, safety and/or convenient operation of the FACILITIES or to remove possible efficiency, safety or operational hazards thereto. GRANTOR shall not make changes in grade, elevation or contour of the EASEMENT PROPERTY or impound water within, over and/or across the EASEMENT PROPERTY without prior written consent of GRANTEE.

GRANTOR, for himself, his heirs, devisees, successors and assigns, subject to the terms herein, expressly reserves the right to occupy and use the EASEMENT PROPERTY for all other purposes that will not interfere with the GRANTEE'S full enjoyment of the EASEMENT and/or the exercise of GRANTEE's rights hereunder.

GRANTOR acknowledges the EASEMENT granted herein is exclusive, so as to exclude all other utility providers or any other party's use of the EASEMENT PROPERTY; provided, however, the EASEMENT is nonexclusive as to GRANTOR'S right to use the EASEMENT PROPERTY in accordance with the terms hereof. GRANTEE may not grant a third party access to the EASEMENT PROPERTY for any purpose unrelated to the Purposes. Notwithstanding anything herein, GRANTEE's third party contractors may utilize and access the EASEMENT PROPERTY as provided herein as it relates to the Purposes. .

GRANTEE, at GRANTEE'S sole cost and expense, shall have the right to (i) install gates on fence lines within the EASEMENT PROPERTY and to keep such gates locked, at its discretion; and (ii) trim or remove trees as provided herein within the EASEMENT PROPERTY. GRANTEE shall have the right to remove, cut, use, repair, gates and fences within the EASEMENT PROPERTY. GRANTEE shall reasonably compensate GRANTOR for any such damage to gates and fences as provided in this paragraph, if any.

GRANTOR represents and warrants to GRANTEE that as of the execution date hereof, no buildings, structures, signs, obstructions or other facilities or improvements of any kind ("UNPERMITTED STRUCTURES") exist on the EASEMENT PROPERTY. GRANTOR shall not construct, and GRANTEE shall have the right to prevent the construction of, UNPERMITTED STRUCTURES on the EASEMENT PROPERTY and if any UNPERMITTED STRUCTURES are hereafter constructed or permitted by GRANTOR to exist within the EASEMENT PROPERTY without prior written consent of GRANTEE, then GRANTEE shall have the right to remove the same and

GRANTOR agrees to pay to GRANTEE the reasonable actual costs of such removal.

The EASEMENT shall constitute a covenant running with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE, and their heirs, devisees, successors, and assigns. GRANTOR may not assign this EASEMENT or any related interest thereof to any third party that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent taxing unit authorizing to levy property taxes against the property.

TO HAVE AND TO HOLD the above EASEMENT unto GRANTEE, its successors and assigns, forever, and GRANTOR hereby warrants and forever agrees to defend the above described EASEMENT unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, and not otherwise.

WITNESS THE EXECUTION HEREOF as the ____ day of _____, 2022.

[Signature page follows]

GRANTOR:
PYCO INDUSTRIES, INC

Robert Lacy, Jr., President and Chief
Executive Officer

GRANTOR: PYCO INDUSTRIES, INC.

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022, by Robert Lacy, Jr., President and CEO of Pyco Industries, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

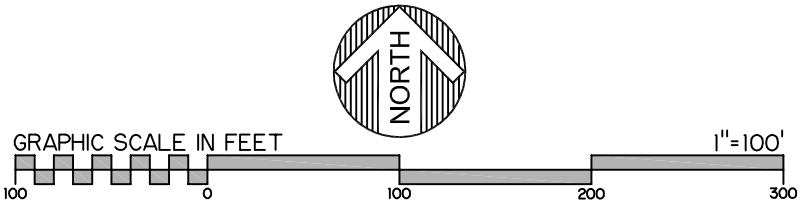
Belen Gomez
Right-of-Way Agent

City of Lubbock
1314 Ave. K, 7th Floor
Lubbock, Texas 79401

EXHIBIT "A"

Plat Showing Survey of a 0.1316 Acre
Underground Utility Easement
Being a Portion of
Blocks 35 and 36, Coronado Addition
and portions of
Blocks 69, 70 and 71
Including Portions of Adjacent Closed Streets
Wheelock's 2nd Addition
to the City of Lubbock
Lubbock County, Texas

Line Table		
Line #	Length	Direction
L1	5.17	S05° 25' 06"W
L2	441.09	N69° 46' 14"W
L3	30.01	N01° 44' 29"E
L4	58.00	S88° 15' 31"E
L5	262.00	N01° 44' 29"E
L6	6.32	S50° 32' 33"E
L7	303.91	S01° 44' 29"W
L8	374.99	S69° 46' 30"E



Surveyed on the ground.
August 13, 2021
Revised October 21, 2021 to modify boundary.
Revised January 2, 2022 to correct recording
information for Wheelock's 2nd Addition plat.
Revised January 11, 2020 to correct typo.

Robert A. Christopher
Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

SUBJECT TRACT

METES AND BOUNDS DESCRIPTION of a 0.1316 acre tract being a portion of Blocks 35 and 36, Coronado Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 1192, Page 341, and Volume 930, Page 195, Deed Records of Lubbock County, Texas (DRLCT), and portions of Blocks 69, 70 and 71, including portions of adjacent closed streets, Wheelock's Second Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 26, Page 46, DRLCT, said 0.6790 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED ASSOC" found in the South line of said Block 36, Coronado Addition, at the Southeast corner of that 0.93 acre tract described in Volume 1417, Page 475, DRLCT, in the West line of a 0.6790 acre tract which bears N. 69°46'30" E. a distance of 375.00 feet from the original Southwest corner of said Block 36;

THENCE S. 05°25'06" W., a distance of 5.17 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" found at the Southeast corner of this tract;

THENCE N. 69°46'14" E., a distance of 441.09 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Southwest corner of this tract;

THENCE N. 01°44'29" E., a distance of 30.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" for an exterior corner of this tract;

THENCE S. 88°15'31" E., a distance of 58.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for an interior corner of this tract;

THENCE N. 01°44'29" E., a distance of 262.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set in the South right-of-way line of Coronado Drive, in the North line of said Block 35, for the Northwest corner of this tract;

THENCE S. 50°32'33" E., along the South right-of-way line of Coronado Drive and the North line of said Block 35, a distance of 6.32 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Northeast corner of said Block 35 and the Northwest corner of said Block 36 for the most Easterly Northeast corner of this tract;

THENCE S. 01°44'29" W., along the West line of said Block 36 and the East line of said Block 35, a distance of 303.91 to a point for the Southwest corner of said Block 36 and the Southeast corner of said Block 35 and a corner of this tract;

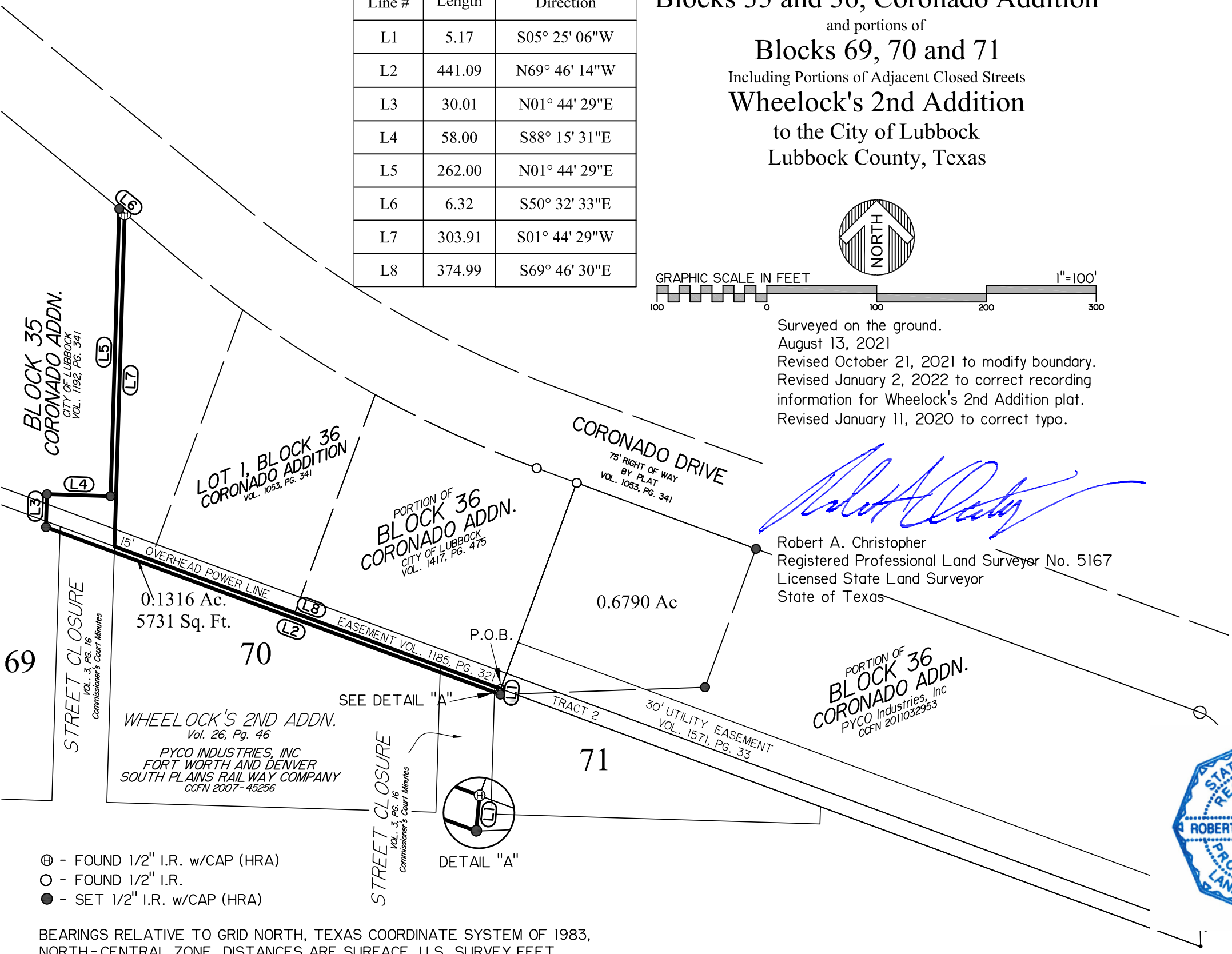
THENCE S. 69°46'30" E., along the South line of said Block 36, a distance of 374.99 feet to the Point of Beginning.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

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HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00
PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760
FAX: 806 / 763-3891



- ⊕ - FOUND 1/2" I.R. w/CAP (HRA)
- - FOUND 1/2" I.R.
- - SET 1/2" I.R. w/CAP (HRA)

BEARINGS RELATIVE TO GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983,
NORTH-CENTRAL ZONE. DISTANCES ARE SURFACE, U.S. SURVEY FEET.
20210850-IG/RAC



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider and award Request for Proposal (RFP) 7104-22-EUA, Fleet Aerial Devices and Derrick Trucks

Background/Discussion:

This RFP is for the purchase of fleet aerial devices and derrick trucks. This equipment will replace units in our Street Light, Distribution Customer Service, and Underground departments that have become unreliable, costly, or are past their life expectancy.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following five (5) categories: delivery schedule, 20 points; cost, 30 points; proposal completeness, 10 points; specifications and terms & conditions, 30 points; and operational experience, 10 points.

Four (4) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

1. Underground & Streetlight: 48/53" Aerial Device

	Score:
Versalift	89.3
Altec Industries, Inc.	87.0
Terex Utilities	83.0

2. Streetlight: Digger Derrick

	Score:
Versalift	89.5
Terex Utilities	86.0
Altec Industries, Inc.	85.5

3. Distribution Customer Service: 45' Aerial Device

	Score:
Versalift	89.0
Terex Utilities.	87.0
Altec Industries, Inc.	80.5

Fiscal Impact:

A total of **\$2,625,000** is appropriated and **\$1,915,633** available in account number **92735 (FY 2021-22 Vehicles & Equipment)** for this purpose.

Recommendation:

Staff recommends award of RFP 7104-22-EUA to **Versalift Southwest LLC, of Waco, Texas for \$1,494,463** or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:	92735
Capital Project Name:	FY 2021-22 Vehicles & Equipment

	Budget
Total Appropriation	\$ 2,625,000

Expended	<i>Contract or PO Number</i>	
Lubbock Avalanche Journal - Advertisement		\$ (647)
Expended to Date		\$ (647)

Encumbered	<i>Contract or PO Number</i>	
Caldwell Chevrolet Pickups and Trailblazer	21403456	\$ (530,659)
American Equipment Trailer	21403459	(28,569)
Ditch Witch Pothole and Excavator	21403459	(149,492)
Encumbered to Date		\$ (708,720)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Versalift - Fleet Aerial Devices and Derrick Trucks	RFP 7104-22-EUA	\$ (1,494,463)
Agenda Items for Consideration		\$ (1,494,463)

Estimated Costs for Remaining Appropriation	
Dump Truck	\$ (125,000)
Estimated Costs for Remaining Appropriation	\$ (125,000)
Remaining Appropriation	\$ 296,170

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock (“Lubbock Power & Light”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7104-22-EUA (the “Proposal”), respecting the project described as LP&L Fleet Aerial Devices and Derrick Trucks, as more particularly described in the Proposal (the “Property”), to Versalift Southwest LLC, of Waco, Texas.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Purchasing Manager or his/her designee, BE and is hereby authorized and directed to execute for and on behalf of Lubbock Power & Light, any and all purchase orders and related documents regarding the purchase of the Property pursuant to the Proposal, as awarded herein.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider and award Request for Proposal (RFP) 7114-22-ELD, LP&L Crane Services – Annual Pricing.

Background/Discussion:

These contracts are for crane services to assist LP&L's Transmission, Distribution, and Production departments. The size of cranes required will range from 20 tons to 500 tons and a majority of the work will be done within the LP&L service territory and in rare exceptions within Lubbock County.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following three (3) categories: price, 40%; offeror qualifications, 40%; and proposal completeness, 20%.

Three (3) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
Trumble Crane	98.5
M. Hastey Construction	94.3
MH Civil Constructors	88.0

Fiscal Impact:

This RFP will be funded on an as needed basis by various capital projects and operating accounts.

Recommendation:

Staff recommends award of RFP 7114-22-ELD, LP&L Crane Services – Annual Pricing, to **Trumble Crane & Rigging, of Lubbock, Texas** as the primary, and **M. Hastey Construction Co., Inc., of Plainview, Texas** as the secondary or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L solicited proposals for annual pricing for LP&L Crane Services – Annual Pricing (the “Services”), RFP #7114-22-ELD (the “Proposal”);

WHEREAS, Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging, and M. Hastey Construction Co., Inc., along with others, submitted responses to the Proposal and, after evaluation of the responses to the Proposal in accordance with the terms of the Proposal, it was determined that Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging be awarded Contract of Services No. 711422A as the primary contractor and that M. Hastey Construction Co., Inc. be awarded Contract for Services No. 711422B as the secondary contractor;

WHEREAS, LP&L desires to enter into a Contract for Services with (i) Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging (Primary) of Lubbock, Texas; and (ii) M. Hastey Construction Co., Inc. (Secondary) of Plainview, Texas, wherein Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging and M. Hastey Construction Co., Inc. will, as directed by LP&L, provide LP&L with the Services, as more particularly described in the Proposal on an as-needed basis; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Director of Electric Utilities BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), (i) that certain Contract for Crane Services - Annual Pricing, by and between LP&L and Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging; and (ii) that certain Contract for Crane Services – Annual Pricing, by and between LP&L and M. Hastey Construction Co., Inc., each as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

CONTRACT NO. 711422B**LUBBOCK POWER & LIGHT
CRANE SERVICES - ANNUAL PRICING**

THIS AGREEMENT ("Contract" or "Agreement") is made and entered into this 18th day of January, 2022, pursuant to a resolution heretofore adopted by the City of Lubbock ("City"), acting by and through Lubbock Power & Light ("Lubbock Power & Light" or "LP&L"), and M. Hastey Construction Co., Inc., a Texas corporation, located at P.O. Box 339, Plainview, TX 79073 ("Contractor").

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for bids for LP&L, Crane Services - Annual Pricing, 7114-22-ELD and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, LP&L, through the Electric Utility Board, authorized the execution of this Agreement with said Contractor, as the secondary contractor, covering the purchase and execution of the prescribed Services (defined below herein) in the best interests of LP&L and its ratepayers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L's specifications and Contractor's proposal, including without limitation, 7114-22-ELD, Crane Services - Annual Pricing, including the Instructions to Offerors, General Requirements, Terms and Conditions, Insurance Requirements, General Conditions, Addendums, the Proposal and Rate Sheet ("Proposal Documents"), copies of which are attached hereto as "Exhibit A", Contractor will deliver and provide to LP&L, 7114-22-ELD, crane services ("Services"), as more specifically referred to in the Proposal Documents and this Agreement.
2. The Contractor shall deliver the Services according to the procedures outlined in the Proposal Documents. This Agreement shall be for a term of one (1) year, with the option of LP&L, and upon the agreement of the Contractor, to extend the term of this Agreement up to two (2) additional one (1) year terms under the same terms and conditions upon written agreement by both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific Agreement for the previous 12-months. At LP&L's discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this Proposal. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Agreement shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by either party upon a thirty (30) day written notice. Such written notice must state the reason for cancellation. Lubbock Power & Light reserves the right to award the canceled Agreement to the next lowest and best offeror as it deems to be in the best interest of LP&L.

CONTRACT NO. 711422B

4. Contractor shall at all times be an independent contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.
5. Contractor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-Contractor of Contractor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, automobile liability coverage for any automobiles with insurance carriers admitted to do business in the state of Texas, workers compensation, employer's liability, and excess liability coverage. The commercial general liability policy shall include Products & Completed Operations/Op AGG, Personal and Advertising injury, Contractual Liability, and Medical Expenses coverage for any one person. The insurance companies must carry a Best's Rating of A-VII or better. The policies are subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$1,000,000

Automobile Liability:

Per Occurrence Single Limit for any auto: \$1,000,000

Employer's Liability

Per Occurrence Single Limit: \$1,000,000

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Excess Liability Coverage (umbrella form)

Per Occurrence Single Limit: \$4,000,000

Contractor shall further cause any approved Sub-Contractor to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the approved Sub-Contractor. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability, and shall be granted a waiver of subrogation under all policies required herein. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage.

Contractor shall elect to obtain workers' compensation coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any Sub-Contractor on the job of at least \$500,000.00. The Contractor shall also have Employers

CONTRACT NO. 711422B

Liability Insurance with limits of \$1,000,000.00. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of the contract. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Excess Liability coverage shall be maintained over the required Employer's Liability, Commercial General Liability, and Automobile Liability policies in an amount not less than four million and No/100 Dollars (\$4,000,000.00) per occurrence and shall be in umbrella form.

The Certificates of Insurance shall provide 30 days' notice of cancellation. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this section shall survive the termination or expiration of this Agreement.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LP&L, THE CITY, ITS OFFICERS, BOARD MEMBERS, ELECTED OR APPOINTED OFFICIALS, AGENTS, AND ATTORNEYS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) FOR LOSS, INJURY, OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S EMPLOYEES) AND LOSS, DAMAGE TO OR DESTRUCTION OF LP&L'S PROPERTY OR THE PROPERTY OF ANY OTHER PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S PROPERTY) TO THE EXTENT ARISING OUT OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR OCCUPATION OF THE CITY OF LUBBOCK OWNED PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING CONTRACTOR LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE, OR DESTRUCTION TO THE EXTENT CAUSED BY NEGLIGENT ACT OR OMISSION OF LP&L.
7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the Services.
8. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
9. Upon default by Contractor, LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Contract, this provision shall control. It is further understood that this Agreement is to be construed under Texas law, and all obligations of the parties created by this Agreement are performable in Lubbock

CONTRACT NO. 711422B

County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.

10. At any time during the term of this Contract, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Contract. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
11. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of Contractor. This Agreement constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
12. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

Contractor's Address. Contractor's address and numbers for the purposes of notice are:

M. Hastey Construction Co., Inc.
 Attn: Steve Hastey
 Address: 101 E 24th
 Telephone: (806) 296-7444
 Email: contactus@m Hastey.com

LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
 Attn: Felix Orta
 1314 Ave. K, 5th Floor
 Lubbock, Texas 79401
 Telephone: (806) 775-2701

13. This Agreement consists of the following documents set forth herein: 7114-22-ELD, Crane Services - Annual Pricing, Terms and Conditions, Insurance Requirements, and the Proposal. In the event of a conflict between this Contract for Services and any other document made a part of this Contract, the terms of the Contract for Services, then LP&L's terms and conditions, followed by any other document made a part of this Agreement, shall prevail and control.
14. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
15. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by

CONTRACT NO. 711422B

the parties. In the event of conflict between these terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. Contractor hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
17. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Agreement beyond the Non-Appropriation Date.
18. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

19. To the extent Chapter 2274, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*
20. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or

CONTRACT NO. 711422B

directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

21. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
22. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING BY AND
THROUGH LUBBOCK POWER & LIGHT

David McCalla, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

CONTRACTOR
M. HASTEY CONSTRUCTION CO., INC.

BYx Steve Haste
Title: Vice Pres

STEVE HASTEY

Print Name
101 E 24th St

Address
Plainview, Tx 79072
City, State, Zip Code

RFP 7114-22-ELD - LP&L Crane Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7114-22-ELD

Checklist

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

✓	Documents <u>MUST</u> be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand.			
✓	The Request for Proposal Form <u>MUST</u> be completed, page 4.			
✓	Clearly mark the RFP number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.			
✓	Provide one original hard copy and one electronic copy of the proposal. Each Offeror must submit an original signed paper proposal. <u>Electronic copy must be in PDF format and saved to one flash drive (No paper copies).</u>			
✓	Insurance Requirement Affidavit, page 18.			
✓	Complete the Non-Collusion Affidavit, page 19.			
✓	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION . Please include Company Federal TAX ID number or Social Security number, page 20.			
✓	State Law Verifications, page 21.			
✓	BULK POWER SYSTEM SOURCING DISCLOSURE FORM , page 23.			
✓	Interlocal Purchasing, page 24.			
✓	Proposal Form Exhibit A., page 29.			
✓	Contractor's Qualifications, page 30.			
	Confirm Acceptance of LP&L's Terms and Conditions	YES	✓	NO

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.


Request for Proposal Form **MUST** be completed

M. Hastey Construction Co., Inc

Print Name of Company.

Zane Bramwell / 432-631-5596

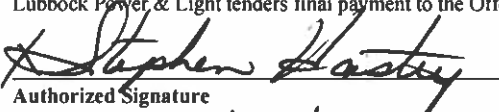

Contact Person/Phone


SUBMIT TO: LUBBOCK POWER & LIGHT PURCHASING DEPARTMENT 1314 Ave K – 5th Floor LUBBOCK, TX 79401			LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7114-22-ELD
Felix Orta Purchasing Manager, Electric Utilities			
TEL: 806.775.2546 EMAIL: Forta@lpandl.com			
TITLE: LP&L Crane Services - Annual Pricing		SUBMITTAL DEADLINE: November 18, 2021, 2:00 P.M. CST	
PRE PROPOSAL DATE, TIME AND LOCATION: Deleted		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>	
RESPONDENT NAME: m. Haste Construction Co., Inc		IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON. LUBBOCK POWER & LIGHT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, LP&L RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF LP&L. IT IS THE INTENT AND PURPOSE OF LUBBOCK POWER & LIGHT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE LUBBOCK POWER & LIGHT PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
MAILING ADDRESS: P.O. Box 339			
CITY – STATE – ZIP: Plainview, TX 79073			
TELEPHONE NO: (806) 296-7444			
FAX NO: (806) 296-6632			
E-MAIL: contactusemhaste.com			
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 75-2750082			
THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.			

An officer or employee of Lubbock Power & Light cannot benefit from any contract, job, work or service for the utility or be interested in the sale to Lubbock Power & Light of any supplies, equipment, material or articles purchased. Will any officer or employee of Lubbock Power & Light, or member of their immediate family, benefit from the award of this proposal to the above firm? ☐ YES ☒ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED PROPOSAL FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE PROPOSAL FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Lubbock Power & Light all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by Lubbock Power & Light. At Lubbock Power & Light's discretion, such assignment shall be made and become effective at the time Lubbock Power & Light tenders final payment to the Offeror.


 Authorized Signature

 Print/Type Name


 Title
 12/6/21
 Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

LP&L Crane Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7114-22-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Lubbock Power & Light will receive written and sealed competitive proposals for, **LP&L Crane Services - Annual Pricing** until 2:00 p.m. CST, November 18, 2021, if date/time stamped on or before 2:00 p.m. at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the Offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: " **LP&L Crane Services - Annual Pricing**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Felix Orta, Purchasing Manager Electric Utilities
 Lubbock Power & Light
 1314 Ave K – 5th Floor
 Lubbock, Texas 79401

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If Offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. Lubbock Power & Light assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **LP&L WILL NOT ACCEPT FAX PROPOSALS OR ELECTRONIC SUBMITTALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING - DELETED

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

Felix Orta, Purchasing Manager Electric Utilities
 Lubbock Power & Light
 1314 Ave K – 5th Floor
 Lubbock, Texas 79401
 Email: forta@lpandl.com

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <http://www.txsmartbuy.com/sp> (Agency: **Lubbock Power & Light**). We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS may use computers available at most public libraries.
- 4.2 Any Offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Manager. At the request of the Offeror, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Manager. Such addenda issued by the Purchasing Manager and will be available over the Internet at <http://www.txsmartbuy.com/sp> and will become part of the bid package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Lubbock Power & Light.
- 4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Lubbock Power & Light shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Lubbock Power & Light in writing or in this RFP should be used in preparing bid responses. All contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Lubbock Power & Light and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 4.4 Lubbock Power & Light does not assume responsibility for the receipt of any addendum sent to Offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

- 6.1 Provide one original hard copy and one electronic copy of the proposal. Each Offeror must submit an original signed paper proposal. Electronic copy must be in PDF format and saved to a separate flash drive (No paper copies).
- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of LP&L when received.

7 PROPOSAL PREPARATION COSTS

- 7.1 Issuance of this RFP does not commit LP&L, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate LP&L to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 **Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations.** All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

- 8.3 Lubbock Power & Light will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 8.4 To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Offeror agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 8.5 Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 Lubbock Power & Light hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 CONFLICT OF INTEREST

- 10.1 By signing their proposal, the Offeror certifies and represents to LP&L that Offeror:
- 10.1.1 Is not owned, controlled, or actively influenced by any City of Lubbock or LP&L employee or an immediate relative of same;
 - 10.1.2 Does not employ or engage any person who is a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.1.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence the selection of, or who conducts business with, a supplier.
- 10.2 During the course of this agreement, the Offeror shall not:
- 10.2.1 Sell an equity or partnership interest to, or seek the counsel or influence of, any City of Lubbock or LP&L employee, or an immediate relative of such employee;
 - 10.2.2 Employ or engage a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.2.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence, or who conducts business with, a supplier.
- 10.4 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock Power & Light.

- 10.5 By signing their proposal, the Offeror certifies and represents to LP&L the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

11 ANTI-LOBBYING PROVISION

- 11.1 DURING THE PERIOD BETWEEN PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF LUBBOCK POWER & LIGHT ELECTRIC UTILITY BOARD OR LP&L STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.
- 11.2 This provision is not meant to preclude Offerors from discussing other matters with the Electric Utility Board members or LP&L staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

12 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Offeror name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify it.

13 ABOUT THIS DOCUMENT

- 13.1 This document is a Request for Proposal. It differs from an Invitation to Bid in that Lubbock Power & Light is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of Lubbock Power & Light. Those criteria that will be used and considered in evaluation for award are set forth in this document. Lubbock Power & Light will thoroughly review all proposals received. LP&L will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. **LP&L reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**
- 13.2 **Proposal prices must be firm for a minimum period of sixty (60) days.**

14 EVALUATION PROCESS

- 14.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 14.2 Respondents to this RFP may be required to submit additional information that LP&L may deem necessary to further evaluate the Offeror's qualifications.
- 14.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 14.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. **Such presentations will be at no cost to Lubbock Power & Light.** At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

15 SELECTION

- 15.1 Selection shall be based on the responsible Offeror whose proposal is determined to be the most advantageous to Lubbock Power & Light considering the relative importance of evaluation factors included in this RFP. Unless otherwise specified herein, Lubbock Power & Light may award the proposal either item-by-item or on an all-or-none basis for any item or group of items shown on the Proposal Forms.
- 15.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

16 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

17 NONAPPROPRIATION

All funds for payment by LP&L under this contract are subject to the availability of an annual appropriation for this purpose by LP&L. In the event of non-appropriation of funds by the Electric Utility Board of LP&L for the goods or services provided under the contract, LPL will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this contract beyond the date of termination.

18 PROTEST

- 18.1 All protests regarding the RFP process must be submitted in writing to the LP&L Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Electric Utility Board by contacting the Purchasing Manager of LP&L.

All staff recommendations will be made available for public review prior to consideration by the Electric Utility Board as allowed by law.

- 18.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

Lubbock Power & Light is aware of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible Offerors can compete for Lubbock Power & Light's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the Lubbock Power & Light Buyer (806) 775-2546.

19 HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

- 19.1 House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

19.2 Please list the City of Lubbock-LP&L as the name of governmental entity or state agency that is a party to the contract for which the form is being filed.

19.3 Please reference the bid number and description as the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

19.4 Please submit the signed and notarized copy with your sealed bid or mail to LP&L's Purchasing Department, 1314 Ave K, Lubbock, Texas 79401.

20. TERMS AND CONDITIONS

LP&L will consider, when evaluating proposals, any alterations made to LP&L General Terms and Conditions, including without limitation, any attempt to limit (i) warranties of seller (Section 13); (ii) defaults of Seller (Section 23); and/or (iii) causes and/or remedies available to LP&L in the event of default or warranty breach (Section 8). Please note that any changes or alterations made will be included in the evaluation criteria.

21. EXECUTIVE ORDER 13920

21.1 Pursuant to Executive Order 13920 ("Executive Order"), Offeror shall not acquire for, import for, transfer to, or install for LP&L, any "bulk power system electric equipment," as "bulk power system" and "bulk power system electric equipment" are defined in the Executive Order and incorporated herein, including but not limited to the following: bulk-power system substations, control rooms, or power generating stations, including reactors, capacitors, substation transformers, current coupling capacitors, large generators, backup generators, substation voltage regulators, shunt capacitor equipment, automatic circuit reclosers, instrument transformers, coupling capacity voltage transformers, protective relaying, metering equipment, high voltage circuit breakers, generation turbines, industrial control systems, distributed control systems, and safety instrumented system, that have been developed, manufactured, or supplied, by persons owned by, controlled by, or subject to the jurisdiction or direction of a "foreign adversary" (as defined in the Executive Order, and any subsequent legislation, rules, or regulations interpreting same) ("Qualifying Equipment"). Bids or proposals that fail to observe this requirement will not be considered for award.

Offeror shall comply with Executive Order 13920.

If Offeror plans to provide or install Qualifying Equipment during the course of its work for LP&L, Offeror must complete Bulk Power System Disclosure form and shall therein identify the country of registration and location of manufacturer, the identity and country of registration of the seller (if not the manufacturer), identify the county of registration/nationality and location of the owner and/or owner of the controlling interest of the manufacturer and seller (as applicable), for each component or sub-component of the Qualifying Equipment Offeror proposes to provide to LP&L.

If Offeror selects a manufacturer or vendor of such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order, Offeror shall be deemed to satisfy the requirements of this section. Offeror shall provide documentation to LP&L reflecting any such pre-qualification with its response.

22. QUALIFICATIONS OF OFFERORS

22.1 The Offeror may be required before the award of any contract to show to the complete satisfaction of Lubbock Power & Light that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy Lubbock Power & Light about the Offeror's qualifications. Lubbock Power & Light may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to LP&L all information for this purpose that may be requested. The Offeror's proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the Offeror fails to satisfy LP&L that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror's qualifications shall include but not be limited to:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

- (b) The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with Lubbock Power & Light specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform.

23. CONTRACT TERM

The contract shall be for a term of one (1) year, said date of term beginning upon formal approval by LP&L. The contract may be renewed for two (2) additional one year terms under the same term and conditions upon written agreement from both parties. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

24. OWNERSHIP REPRESENTATION AND WARRANTY

To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

25. NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS

Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

26. NON-BOYCOTT OF ENERGY COMPANIES

Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the

Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.

22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exorcised concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

Failure to comply with the listed Terms & Conditions may result in disqualification of proposal.

LUBBOCK POWER & LIGHT

STATEMENT OF NO BID

Lubbock Power & Light is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. If you do not intend to bid on this requirement, please complete and return this form **prior to date shown for receipt of bid to:** Felix Orta, Purchasing Manager Electric Utilities, Lubbock Power & Light, 1314 Ave K., Lubbock, Texas 79401.

We, the undersigned, have declined to bid on your ITB # _____ for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only. *(Please explain reason below)*
- ☐ Specifications unclear. *(Please explain below)*
- ☐ Insufficient time to respond to Invitation to Bid.
- ☐ We do not offer this product/s or equivalent. *(If you wish to remain on bidders list for other commodities and/or services, please state particular product and/or service under which you wish to be classified.)*
- ☐ Our product schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Cannot provide required bonding.
- ☐ Cannot provide required insurance.
- ☐ Bidding through dealer.
- ☐ Do not wish to do business with Lubbock Power & Light. *(Please explain below)*
- ☐ Other *(Please specify below)*

REMARKS: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Telephone Number _____ FAX: _____

Internet Address: _____

Company's Internet Web Page URL: _____

LP&L Crane Services – Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this Contract by LP&L, the Offeror shall furnish a completed Insurance Certificate to LP&L, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. LP&L SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO LP&L.

A. General. Offeror shall procure and carry, at its sole cost and expense through the life of this Contract, insurance protection hereinafter specified, in form and substance satisfactory to LP&L and the City of Lubbock (the “City”), covering all risks of loss of all operations and activities in connection with this Contract, subject to the provisions set forth below. LP&L and the City must approve all Insurance Certificates prior to the commencement of any activities whether performed by Offeror, subOfferor, agents, or third parties. **The insurance carrier must be authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII.**

A Certificate of Insurance specifying each and all coverage shall be submitted to LP&L prior to the execution of this Contract. All insurance coverages shall be prepared and executed by the insurance company or its authorized agents and shall contain an endorsement naming the City of Lubbock as additional insureds, on a primary & non-contributory basis. Written notice of cancellation, nonrenewal or any material change shall be provided thirty (30) days in advance of coverage termination, as prescribed below. All insurance shall provide a waiver of subrogation in favor of the City of Lubbock, and shall contain cross liability and severability clauses. The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by LP&L or the City, the Offeror shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

B. General Liability Insurance (City of Lubbock named as Additional Insured on a primary & non-contributory basis and Waiver of Subrogation required, to include Products of Completed Operations Endorsement)

- The Offeror shall have Commercial General Liability Insurance with limits of **\$1,000,000.00** per occurrence to include:
 1. Products-Comp/OP AGG
 2. Personal & ADV. Injury
 3. Contractual Liability
 4. Medical Expenses (any one person)

C. Automobile Liability Insurance (City of Lubbock named as Additional Insured on a primary & non-contributory basis and Waiver of Subrogation required)

- The Offeror shall have Automobile Liability Insurance with limits of; Bodily Injury/Property Damage, **\$1,000,000.00** Combined Single Limit, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles. The City is to be named as an additional insured on this policy for this specific job and copy of the blanket endorsement doing so is to be attached to the Certificate of Insurance.

D. Worker's Compensation or Occupational Medical and Disability and Employers Liability Insurance (Waiver of Subrogation required)

- Offeror shall elect to obtain worker's compensation insurance coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Offeror shall maintain said coverage throughout the term of this Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Offeror maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Offeror or any SubOfferor on the job of at least **\$500,000.00**. The Offeror shall also have Employers Liability Insurance with limits of **\$1,000,000.00**.

E. Excess Liability Insurance - The contractor shall have Umbrella Form Insurance with limits of **\$4,000,000** per occurrence.

F. SubOfferors. Offeror shall require each subOfferor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to Offeror, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

G. All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied. Copies of all endorsements are required.

REQUIRED PROVISIONS

The Offeror agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- Name the City of Lubbock and Lubbock Power & Light, and their respective officers, employees, and elected representatives as additional insured (as the interest of each insured may appear subject to policy limitations and the limitations of this Contract, if any) as to all applicable coverage;
- Provide for 30 days' notice to LP&L for cancellation, nonrenewal, or material change, as provided below;
- All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied.

NOTICES

The Offeror shall notify LP&L in the event of cancellation, nonrenewal or any material change in coverage, and shall give such notices not less than 30 days prior to such event, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to LP&L at the following address:

Felix Orta – Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Avenue K – 5th floor
Lubbock, Texas 79401
Forta@lpandl.com

SECTION D. Approval, disapproval, or failure to act by the City or LP&L regarding any insurance supplied by the Offeror shall not relieve the Offeror of full responsibility or liability for damages and accidents as set forth in this Contract. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Offeror from liability

LP&L Crane Services – Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Proposal Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by Lubbock Power & Light, I will be able to, within ten (10) days after being notified of such award by Lubbock Power & Light, furnish a valid insurance certificate to LP&L meeting all of the requirements defined in this bid/proposal.

Stephen Hastey
Offeror (Signature)

STEVE Hastey
Offeror (Print)

OFFEROR'S NAME: M. Hastey Construction Co., Inc
(Print or Type)

OFFEROR'S ADDRESS: P.O. Box 339
Plainview, Tx 79073

Name of Agent/Broker: Mausser Agency

Address of Agent/Broker: 1515 W 5TH St

City/State/Zip: Plainview, Tx 79072

Agent/Broker Telephone Number: (806) 293-8444

Date: 12/6/21

NOTE TO OFFEROR

If the insurance requirement specified above is not met, LP&L has the right to reject this bid/proposal and award the contract to another Offeror. If you have any questions concerning these requirements, please contact the Buyer for Lubbock Power & Light at (806) 775-2546.

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
 §
 LUBBOCK COUNTY

Steve Hasty being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any Offeror on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Offeror has not in any manner sought by collusion to secure to self an advantage over any other Offeror or Offerors.

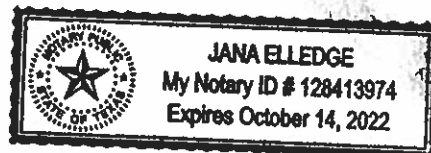
M. Hasty Construction Co., Inc
 NAME OF FIRM

Stephen Hasty
 SIGNATURE OF OFFEROR

Vice Pres
 TITLE

Subscribed and sworn to before me this 6 day of Dec, 2021

Jana Elledge
 Notary Public in and for the State
 of Texas residing at _____



NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Offerors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: M. Hastey Construction Co., Inc

Signature of Company Official: X Stephen Hastey

Date Signed: 12/6/21

Printed name of company official signing above: Steve Hastey

State Law Verifications

I, Steve Haste (Person name), the undersigned representative of (Company or Business name) M. Haste Construction Co., Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapters 2271 and 2274:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual may have with the City of Lubbock acting by and through Lubbock Power & Light.

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Furthermore, the company named above verifies that (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by paragraph (a).

Furthermore, the company named above verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light, against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of

ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

12/6/21

DATE

Stephen Mastey

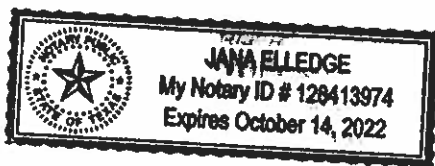
SIGNATURE OF COMPANY
REPRESENTATIVE

ON THIS THE 6 day of Dec, 2021, personally appeared Steve Mastey, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Jana Elledge

NOTARY SIGNATURE



BULK POWER SYSTEM SOURCING DISCLOSURE FORM

The following form must be completed if you or your company plans to acquire for, import for, transfer to, or install for LP&L Qualifying Equipment as defined in the LP&L “General Conditions of the Agreement”. Completion of this form will not be necessary if you or your company is or selects a manufacturer or vendor for all such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order.

In the table below, please provide the following information for each component and/or subcomponent of all Qualifying Equipment manufactured, acquired, and/or transferred by the People’s Republic of China or a “Foreign Adversary” (as that term is defined by the Executive Order and any associated documents and notices, or subsequent legislation, rules, or regulations interpreting same), as applicable, that you plan to acquire for, import for, transfer to, or install for LP&L.

- (i) On Line 1 below, indicate the manufacturer(s), importer(s), vendors/supplier(s), and/or owner(s) of the manufacturer(s), importer(s), vendor/supplier(s), of each component or sub-component of Qualifying Equipment as applicable; and
- (ii) On Line 2, indicate the owning country, the country of incorporation/registration, or country of nationality of each individual and/or entity indicated according to instruction (i) above, that is designated as a “Foreign Adversary”.

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
Crane	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. <u>M. Hastey</u> <u>Construction Co., Inc.</u> 2. _____
United States	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____

I CERTIFY THAT:

- The information provided in this document is complete and accurate to the best of my knowledge. I agree that I will indemnify and hold harmless LP&L against any loss, liability, claim, damages, or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damages, or expense and reasonable counsel fees incurred in connection therewith) arising by reason of any false statement or material omission made on or with respect to this document.
- I agree to maintain and present upon request documentation necessary to support this certificate and to inform, in writing, all persons to whom this disclosure was given of any changes that would affect accuracy or validity of this disclosure.
- Bidder/Supplier does not engage in any Prohibited Transactions, as that term is defined in the *Prohibition Order Securing Critical Defense Facilities*, dated December 17, 2020.

By: Stephen Hastey

Title: Vice Pres

Company: M. Hastey Cons Co Inc

LP&L Crane Services - Annual Pricing
 Lubbock Power & Light
 RFP 7114-22-ELD

INTERLOCAL PURCHASING (optional)

Lubbock Power and Light desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock Power and Light. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

YES ✓

NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock Power and Light will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock Power and Light will be billed directly to that governmental entity and paid by that governmental entity. Lubbock Power and Light will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

COMPANY NAME: M. Hasty Construction Co., Inc

Signature of Company Official: 

**LP&L Crane Services - Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD**

1. GENERAL CONDITIONS:

- 1.1 Lubbock Power & Light (from herein to be referred to as LP&L), is seeking proposals to establish a contract(s) for annual pricing for crane services for LP&L to include our Transmission, Distribution and Production Departments. Size of crane required will range from 20 ton to 500 ton. Work or jobs described below are to be done by qualified Offerors duly organized, validly existing and in good standing with at least 5 years of experience in these types of services. Offeror shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules & regulations regarding the activities stipulated herein. The Offeror shall show proof of qualifications and submit a list, together with their proposal, of at least 3 customers and types of services done for the past 3 years.
- 1.2 Offeror will be responsible for furnishing Operators and Riggers as necessary to secure and safely lift the load required. Please include rates for operators, signalers, riggers and helpers.
- 1.3 Offeror shall obtain necessary city permits for crane services in a public right of way. Offerors must register with City of Lubbock Right of Way Management Coordinator to obtain these permits. Permits for proposed work in the TXDOT Right of Way will be obtained by LP&L personnel prior to the start of job.
- 1.4 All work will be done in the LP&L Service territory and in rare exceptions within Lubbock County.
- 1.5 Billing invoices shall be itemized with charges separated accordingly. LP & L shall reserve the right to inspect time sheets on each project to confirm charges. No charges will be automatically paid that should be included in the unit cost proposal submittal form. All invoices shall reflect a job number and location furnished to the Offeror by LP&L. Invoices for work shall be submitted to LP&L for payment within 30 days of the completion of work.
- 1.6 Labor - Based on contracted hourly rate, time invoiced shall be for actual time worked subject to verification/documentation approved by the City Department. Contractor may not exceed contracted hourly rate. Should after hours/holiday hours be necessary or indicated, it shall be performed only after obtaining specific authorization from the respective City Department. Unauthorized after hours/holiday pay will not be paid.
- 1.7 No Additional Charges Allowed - No charges, such as miscellaneous charges, environmental charges, fees, etc., will be paid by LP&L if not listed in your proposal response. However, charges imposed by the State of Texas or Federal Government after the proposal award will be honored. Any additional charges listed in your response will be taken in consideration as part of the award evaluation.
- 1.8 Travel Time: LP&L will not compensate the contractor for travel or time between job sites.
- 1.9 Scheduling/Response Time - The Offeror will be required to give free written job estimates for specific projects within one (1) work day upon request. On an emergency basis, the Offeror shall respond within a maximum of two (2) hours to arrange a same-day inspection and provide a written

estimate. Upon receipt of the Notice to Proceed, completion of services to remedy the emergency situation must be completed within 24 -72 hours.

2. EXCEPTIONS:

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

3. SELECTION AND AWARD PROCESS:

E. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee and asked to demonstrate the proposed system.

F. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.

G. NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

4. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

5. EVALUATION FACTORS

A. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

B. Formal Evaluation

1. Evaluation Process

LP&L will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial information, and may also include other information as determined by LP&L in its sole discretion.

2. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

3. Point Values

The following shall be the criteria for evaluating and ranking the proposals and is made part of the above specification:

40% PRICE: The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.

40% OFFEROR QUALIFICATIONS: When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualification and past experience with the Offeror. LP&L may also interview the job superintendent at a time to be named after receipt of proposals.

20% PROPOSAL COMPLETENESS: Adherence to Specifications, Insurance Requirements, Terms and Conditions and overall quality and completeness of proposal.

Award may not be made to the firm submitting the lowest price proposal. LP&L will choose the firm which submits the most responsive overall proposal.

C. Oral Interview

After the formal evaluations, LP&L may decide on oral interviews to address specific issues with selected Offerors.

D. Final Selection/Notification

The evaluation of the RFP responses and the oral interview will be considered. The Offeror with the highest overall evaluation shall be selected as the primary Offeror. LP&L will notify the selected firms. LP&L has the right and intends on awarding this contract to one or more Offerors.

E. General

Each Proposer shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the proposal. The information requested is to assist the Owner and the Engineer in evaluating the Proposal.

The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Owner or the Engineer.

The blank proposal data sheet included in this section shall be completely filled in. The data listed therein shall not relieve the Offeror of his responsibility for meeting the requirements of the detailed specifications.

Material Data. The proposal data required on the following sheet is to assist the Owner and the Engineer in evaluating the Technical Proposal.

The data listed herein is stated for definitive purposes and for the convenience of the Owner and the Engineer.

ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the Proposal which, in its judgment, is the best evaluated Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposals that is submitted.

Time Line for Procurement Process

Following is a listing of actions and anticipated dates; LP&L reserves the right to change the dates, if necessary, as determined in its sole discretion.

Date	Milestone
November 2, 2021	Advertising & Publishing RFP
November 11, 2021 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications
November 18, 2021	Proposals due in Purchasing by 2:00 pm C.S.T.
December 15, 2021	EUB Approval

EXHIBIT A**LP&L Crane Services - Annual Pricing
RFP 7114-22-ELD****UNIT COST PROPOSAL SUBMITTAL FORM**

- 1 Offerors are to submit their hourly rate sheet for crane services from 20 ton minimum to 500 ton maximum. Pricing must include rates for operators, signalers, riggers and helpers.
- 2 The hourly rates for these services must include per diem costs, travel, mileage, vehicle charges, equipment charges, incidental parts & supplies necessary to perform the crane services and may not be listed separately.
- 3 Offerors are to also include overtime and emergency rates.

FAILURE TO PROVIDE THE RATE SHEET MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND MAY NOT BE FURTHER EVALUATED.

Contractor's Organizational Experience

Organization Doing Business As	M. Haste Construction Co., Inc		
Business Address of Regional Office	P.O. Box 339		
Name of Regional Office Manager	Jana Elledge		
Year Business was Established	1969		
Telephone Numbers	806-296-7444		
Main Number	806-296-7444		
Fax Number	806-296-6632		
Web Site Address			
Organization History			
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:			
Names of Organization	From Date	To Date	
M. Haste Construction Co., Inc			
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization	Percent Ownership		
N/A			
Offeror's Experience			
Years experience in projects similar to the proposed service:			
As a General Contractor		As a Joint Venture Partner	
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization been released from a bid or proposal in the past ten years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever been disqualification as a Offeror or proposer by any local, state, or federal agency within the last five years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Is this organization or your proposed surety currently in any litigation or contemplating litigation?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?			NO
If yes provide full details in a separate attachment. See attachment No.			

**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401
Phone: (806) 775-2546 Fax: (806) 775-3787**

ADDENDUM #1

BID NUMBER: RFP 7114-22-ELD

TITLE: LP&L Crane Services – Annual Pricing

NEW CLOSE DATE: November 30, 2021 at 2:00 p.m. CST

DATE ISSUED: November 18, 2021

All requests for additional information or clarification must be submitted in writing and directed to:

Buyer Name: Felix Orta

Email: forta@lpandl.com

The following items take precedence over requirements for the above named Request for Proposal (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

1. RFP# 7114-22-ELD – LP&L Crane Services – Annual Pricing has been extended until November 30, 2021 by 2:00 p.m. CST.

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities

**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401
Phone: (806) 775-2546 Fax: (806) 775-3787**

ADDENDUM #2

BID NUMBER: RFP 7114-22-ELD

TITLE: LP&L Crane Services – Annual Pricing

NEW CLOSE DATE: December 7, 2021 at 2:00 p.m. CST

DATE ISSUED: November 30, 2021

All requests for additional information or clarification must be submitted in writing and directed to:

Buyer Name: Felix Orta

Email: forta@lpandl.com

The following items take precedence over requirements for the above named Request for Proposal (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

1. RFP# 7114-22-ELD – LP&L Crane Services – Annual Pricing has been extended until December 7, 2021 by 2:00 p.m. CST.
2. Updated terms and conditions have been added.

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if

any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if: (a) Seller breaches any of the terms hereof, including warranties of Seller; (b) the Seller becomes insolvent or commits acts of bankruptcy; or (c) in the event the approval of this contract is subject to ratification by the LP&L Electric Utility Board, this contract is not ratified by the Electric Utility Board when duly presented at a meeting of the Electric Utility Board for ratification. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision and/or for the grounds set forth in Clause 13, herein. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.
22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exorced concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

Failure to comply with the listed Terms & Conditions may result in disqualification of proposal.

mHastey Crane

One Year Exclusive Rate Sheet For 2021 - Confidential

Hydraulic Truck Cranes	Hourly Rate	Min. Hours	Permit	Assembly		
40 Ton	\$ 195.00	4	\$100.00	Operator Only		4 hr min
50 Ton	\$ 200.00	4	\$100.00	Operator Only		6 hr min
60 Ton	\$ 285.00	4	\$100.00	Operator Only		8 hr min
75 Ton	\$ 310.00	4	\$100.00	Operator Only		10 hr min
90 Ton	\$ 330.00	4	\$100.00	Operator Only		
100 Ton	\$ 340.00	4	\$100.00	Operator Only		
110 Ton	\$ 355.00	4	\$125.00	Operator Only		
120 Ton	\$ 385.00	6	\$125.00	Operator and Oiler	45 min	
140 Ton	\$ 438.00	6	\$125.00	Operator and Oiler	1 hr	
165 Ton	\$ 440.00	6	\$125.00	Operator and Oiler	2 hr	
200 Ton	\$ 470.00	6	\$125.00	Operator and Oiler	2 hr	
265 Ton	\$ 535.00	6	\$125.00	Operator and Oiler	2 hr	
300 Ton	\$ 560.00	8	\$200.00	Operator and Oiler	3 hr	
350 Ton	\$ 600.00	8	\$200.00	Operator and Oiler	3 hr	
400 Ton	\$ 640.00	8	\$200.00	Operator and Oiler	4 hr	
450 Ton	\$ 650.00	8	\$200.00	Operator and Oiler	4 hr	
500 Ton	\$ 750.00	10	\$300.00	Operator and Oiler	6 hr	
600 Ton	\$ 850.00	10	\$300.00	Operator and Oiler	8 hr	
625 Ton	\$ 900.00	10	\$300.00	Operator and Oiler	8 hr	
Additional Equipment	Hourly Rate					
15 Ton Broderson	\$ 150.00	4			Hourly Rate	
Riggers	\$ 85.00				Hourly Rate; Minimum hours same as crane	
Haul Trucks	\$ 135.00				Hourly Rate	
Engineering Services	\$ 200.00				Hourly Rate	
Crew Travel - 50 mi	\$ 50.00				Invoice per day, per man	
Crew Travel 51 -100 mi	\$ 85.00				Invoice per day, per man	
Crew travel 100 - 200 mi	\$ 140.00				Invoice per day, per man	
Hotel / Per Diem	\$ 175.00				Invoice per day, per man additional +15% over \$175.00 Chg	
Overtime	\$ 28.00				Saturdays & Sundays only; Invoiced per hour, per man	
Holidays	\$ 56.00				Invoiced per hour, per man	
Pickup Truck	\$ 95.00				Invoice per day	
Operator Only	\$ 150.00				Hourly Rate	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MOUSER AGENCY 1515 W 5th Plainview TX 79072-7832	CONTACT NAME: Emily Franco PHONE (A/C, No, Ext): (806) 293-8441 FAX (A/C, No): (806) 293-8448 E-MAIL ADDRESS: emily@mouseragency.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Houston Specialty Ins Co</td> <td>12936</td> </tr> <tr> <td>INSURER B: Imperium Ins Co</td> <td>35408</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>25274</td> </tr> <tr> <td>INSURER D: Arch Specialty Ins Co</td> <td>21199</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Houston Specialty Ins Co	12936	INSURER B: Imperium Ins Co	35408	INSURER C: Texas Mutual Insurance Company	25274	INSURER D: Arch Specialty Ins Co	21199	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED M. Haste Construction Co., Inc. P O Box 339 Plainview TX 79073															

COVERAGES**CERTIFICATE NUMBER:** CL2173008509**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Combined BI & PD Deduct \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CON-HSIC-00000061-02	08/03/2021	08/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Care Custody Control \$ 1000000/2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CON-IIC-00000037-02	08/03/2021	08/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CON-HSIC-00000277-01	08/03/2021	08/03/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001110449	06/30/2021	06/30/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY			UXP1042528-01	08/03/2021	08/03/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket WOS and Blanket AI apply in favor of the Certificate Holder when required by written contract in regards to General Liability, Auto Liability, Excess Liability and Secondary Excess Liability. General Liability coverage applies on a Primary and Non-Contributory basis. Blanket WOS applies in favor of the Certificate Holder when required by written contract in regards to Workers Compensation. Excess Liability Policy# CON-HSIC-00000277-00 is a follow form of the underlying Business Auto policy# CON-IIC-00000037-02, General Liability policy# CON-HSIC-00000061-01 and Employers Liability policy# 0001110449. Excess Liability Policy# UXP1042528-01 is excess follow form of the underlying Primary Excess Liability policy# CON-HSIC-00000277-01.

CERTIFICATE HOLDER**CANCELLATION**

Lubbock Power and Light 1301 Broadway Avenue 2nd Floor Lubbock TX 79401	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Bid Postings (<http://www.txsmartbuy.com/#esbd>)

Contracts

SPD Applications

Help (<http://www.txsmartbuy.com/#help>)

0 items

Electronic State Business Daily Search

Sign in is NOT required.

For instructions on submitting bid responses, please review the posting entity's solicitation and attached bid documents.

RFP# 7116-22-ELD – LP&L Transformer Repair Services – Annual Pricing

Solicitation ID: 711622

Status: Addendum Posted

Contact Name: Felix Orta

Contact Number: 806-775-2170

Contact Email: forta@lpandl.com

Response Due Date: 12/7/2021

Response Due Time: 3:00 PM

Agency/Texas SmartBuy Member Number: D6873

Days Solicited: 21+ Days for Solicitation Notice

Solicitation Posting Date: 11/1/2021

Last Modified: 11/30/2021 2:53 pm

Solicitation Description:

LP&L Transformer Repair Services - Annual Pricing

LUBBOCK POWER & LIGHT

RFP #7116-22-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 Proposal Delivery, Time & Date

- 1.1 Lubbock Power & Light will receive written and sealed competitive proposals for, **LP&L Transformer Repair Services - Annual Pricing** until 4:00 p.m. CST, November 18, 2021, if date/time stamped on or before 4:00 p.m. at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the Offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: " **LP&L Transformer Repair Services - Annual Pricing**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If Offeror does not hand deliver proposal, we suggest that he/she use some sort

or delivery service that provides a receipt. Lubbock Power & Light assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified. 62 of 215

1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **LP&L WILL NOT ACCEPT FAX PROPOSALS OR ELECTRONIC SUBMITTALS.**

1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.

1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 Pre-proposal meeting - Deleted

3 CLARIFICATION OF REQUIREMENTS

3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401
Email: forta@lpandl.com (<mailto:forta@lpandl.com>)

Addendum: RFP #7116-22-ELD, Addendum #1 11/18/2021
RFP #7116-22-ELD, Addendum #2 11/30/2021

Class/Item Code: 93687-Transformer (High Voltage) Maintenance And Repair

Attachments

#	Name	Description
1	ESBD_File_261442_RFP 7116-22-ELD - LP&L Transformer Repair Services - Annual Pricing.docx	RFP# 7116-22-ELD – LP&L Transformer Repair Services – Annual Pricing
2	ESBD_File_261442_RFP 7116-22-ELD - Addendum #1.docx	RFP #7116-22-ELD, Addendum #1
3	ESBD_File_261442_RFP 7116-22-ELD - Addendum #2.docx	RFP #7116-22-ELD, Addendum #2



Texas Comptroller of Public Accounts
Glenn Hegar

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- Contact Us (<http://comptroller.texas.gov/about/contact/>)

POLICIES

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- Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)
- Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)
- Texas.gov (<http://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<http://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<http://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<http://www.tsl.state.tx.us/trail/>)

- State Link Policy

(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)

- Texas Veterans Portal (<http://veterans.portal.texas.gov>)

**LUBBOCK POWER & LIGHT
CRANE SERVICES - ANNUAL PRICING**

THIS AGREEMENT (“Contract” or “Agreement”) made and entered into this 18th day of January, 2022, pursuant to a resolution heretofore adopted by the City of Lubbock (“City”), acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and Trumble Steel Erectors, Inc., d/b/a Trumble Crane & Rigging, a Texas corporation, located at P.O. Box 2854 Lubbock, TX 79408 (“Contractor”).

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for bids for LP&L, Crane Services - Annual Pricing, 7114-22-ELD and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the Proposal submitted by Contractor, LP&L, through the Electric Utility Board, authorized the execution of this Agreement with said Contractor, as the primary contractor, covering the purchase and execution of the Services (defined below herein) in the best interests of LP&L and its ratepayers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L’s specifications and Contractor’s proposal, including without limitation, 7114-22-ELD, Crane Services - Annual Pricing, including the Instructions to Offerors, General Requirements, Terms and Conditions, Insurance Requirements, General Conditions, Addendums, the Proposal and Price Schedule on Equipment (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, 7114-22-ELD, crane service (“Services”), as more specifically referred to in the Proposal Documents and this Agreement.
2. The Contractor shall deliver the Services according to the procedures outlined in the Proposal Documents. This Agreement shall be for a term of one (1) year, with the option of LP&L, and upon the agreement of the Contractor, to extend the term of this Agreement up to two (2) additional one (1) year terms under the same terms and conditions upon written agreement by both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific Agreement for the previous 12-months. At LP&L’s discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this Proposal. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Agreement shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by either party upon a thirty (30) day written notice. Such written notice must state the reason for cancellation. Lubbock Power & Light reserves the right to award the canceled Agreement to the next lowest and best offeror as it deems to be in the best interest of LP&L.

4. Contractor shall at all times be an independent contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.
5. Contractor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-Contractor of Contractor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, automobile liability coverage for any automobiles with insurance carriers admitted to do business in the state of Texas, workers compensation, employer's liability, and excess liability coverage. The commercial general liability policy shall include Products & Completed Operations/Op AGG, Personal and Advertising injury, Contractual Liability, and Medical Expenses coverage for any one person. The insurance companies must carry a Best's Rating of A-VII or better. The policies are subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$1,000,000

Automobile Liability:

Per Occurrence Single Limit for any auto: \$1,000,000

Employer's Liability

Per Occurrence Single Limit: \$1,000,000

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Excess Liability Coverage (umbrella form)

Per Occurrence Single Limit: \$4,000,000

Contractor shall further cause any approved Sub-Contractor to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the approved Sub-Contractor. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability, and shall be granted a waiver of subrogation under all policies required herein. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage.

Contractor shall elect to obtain workers' compensation coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any

Sub-Contractor on the job of at least \$500,000.00. The Contractor shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of the contract. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Excess Liability coverage shall be maintained over the required Employer's Liability, Commercial General Liability, and Automobile Liability policies in an amount not less than four million and No/100 Dollars (\$4,000,000.00) per occurrence and shall be in umbrella form.

The Certificates of Insurance shall provide 30 days' notice of cancellation. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this section shall survive the termination or expiration of this Agreement.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LP&L, THE CITY, ITS OFFICERS, BOARD MEMBERS, ELECTED OR APPOINTED OFFICIALS, AGENTS, AND ATTORNEYS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) FOR LOSS, INJURY, OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S EMPLOYEES) AND LOSS, DAMAGE TO OR DESTRUCTION OF LP&L'S PROPERTY OR THE PROPERTY OF ANY OTHER PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S PROPERTY) TO THE EXTENT ARISING OUT OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR OCCUPATION OF THE CITY OF LUBBOCK OWNED PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING CONTRACTOR LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE, OR DESTRUCTION TO THE EXTENT CAUSED BY NEGLIGENT ACT OR OMISSION OF LP&L.
7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the Services.
8. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
9. Upon default by Contractor, LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Contract, this provision shall control. It is further understood that this Agreement is to be construed under Texas

CONTRACT NO. 711422A

law, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.

10. At any time during the term of this Contract, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Contract. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
11. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of Contractor. This Agreement constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
12. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

Contractor's Address. Contractor's address and numbers for the purposes of notice are:

Trumble Steel Erectors, Inc.

Attn: Chad Trumble

Address: 321 E Loop 289 Lubbock TX 79403

Telephone: 806-763-4910

Email: office@trumblsteel.com

LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light

Attn: Felix Orta

1314 Ave. K, 5th Floor

Lubbock, Texas 79401

Telephone: (806) 775-2701

13. This Agreement consists of the following documents set forth herein: 7114-22-ELD, Crane Services - Annual Pricing, Terms and Conditions, Insurance Requirements, and the Proposal. In the event of a conflict between this Contract for Services and any other document made a part of this Contract, the terms of the Contract for Services, then LP&L's terms and conditions, followed by any other document made a part of this Agreement, shall prevail and control.
14. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.

15. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. Contractor hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
17. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Agreement beyond the Non-Appropriation Date.
18. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

19. To the extent Chapter 2274, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

20. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
21. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
22. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING BY AND
THROUGH LUBBOCK POWER & LIGHT

David McCalla, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities


APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

CONTRACTOR
TRUMBLE STEEL ERECTORS, INC.

BY _____
Title:

Chad Trumble
Print Name
312 NE Loop 289
Address
Lubbock TX 79403
City, State, Zip Code

SUBMIT TO: LUBBOCK POWER & LIGHT PURCHASING DEPARTMENT 1314 Ave K – 5th Floor LUBBOCK, TX 79401		 LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7114-22-ELD
Felix Orta Purchasing Manager, Electric Utilities		
TEL: 806.775.2546 EMAIL: Forta@lpandl.com		
AN EQUAL OPPORTUNITY EMPLOYER		
TITLE: LP&L Crane Services - Annual Pricing		SUBMITTAL DEADLINE: November 18, 2021, 2:00 P.M. CST
PRE PROPOSAL DATE, TIME AND LOCATION: Deleted		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME: Trumble Crane & Rigging	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON. LUBBOCK POWER & LIGHT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, LP&L RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF LP&L. IT IS THE INTENT AND PURPOSE OF LUBBOCK POWER & LIGHT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE LUBBOCK POWER & LIGHT PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
MAILING ADDRESS: 312 NE Loop 289		
CITY – STATE – ZIP: Lubbock TX 79403		
TELEPHONE NO: 806-763-4910		
FAX NO: 806-765-8708		
E-MAIL: Office@trumblcrane.com		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 75-1330927		

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

An officer or employee of Lubbock Power & Light cannot benefit from any contract, job, work or service for the utility or be interested in the sale to Lubbock Power & Light of any supplies, equipment, material or articles purchased. Will any officer or employee of Lubbock Power & Light, or member of their immediate family, benefit from the award of this proposal to the above firm? YES ☒ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED PROPOSAL FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE PROPOSAL FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Lubbock Power & Light all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by Lubbock Power & Light. At Lubbock Power & Light's discretion, such assignment shall be made and become effective at the time Lubbock Power & Light tenders final payment to the Offeror.

Authorized Signature

Chad Trumble

Print/Type Name

J.P.

Title

11/22/2021

Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

LP&L Crane Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7114-22-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Lubbock Power & Light will receive written and sealed competitive proposals for, **LP&L Crane Services - Annual Pricing** until 2:00 p.m. CST, November 18, 2021, if date/time stamped on or before 2:00 p.m. at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the Offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**LP&L Crane Services - Annual Pricing**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:
- Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401
- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If Offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. Lubbock Power & Light assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **LP&L WILL NOT ACCEPT FAX PROPOSALS OR ELECTRONIC SUBMITTALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING - DELETED

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401
Email: forta@lpandl.com

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <http://www.txsmartbuy.com/sp> (Agency: **Lubbock Power & Light**). We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. **BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.
- 4.2 Any Offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Manager. At the request of the Offeror, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Manager. Such addenda issued by the Purchasing Manager and will be available over the Internet at <http://www.txsmartbuy.com/sp> and will become part of the bid package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Lubbock Power & Light.
- 4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Lubbock Power & Light shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Lubbock Power & Light in writing or in this RFP should be used in preparing bid responses. All contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Lubbock Power & Light and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 4.4 Lubbock Power & Light does not assume responsibility for the receipt of any addendum sent to Offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

- 6.1 Provide one original hard copy and one electronic copy of the proposal. Each Offeror must submit an original signed paper proposal. Electronic copy must be in PDF format and saved to a separate flash drive (No paper copies).
- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of LP&L when received.

7 PROPOSAL PREPARATION COSTS

- 7.1 Issuance of this RFP does not commit LP&L, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate LP&L to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 **Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations.** All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

- 8.3 Lubbock Power & Light will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 8.4 To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Offeror agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 8.5 Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 Lubbock Power & Light hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 CONFLICT OF INTEREST

- 10.1 By signing their proposal, the Offeror certifies and represents to LP&L that Offeror:
- 10.1.1 Is not owned, controlled, or actively influenced by any City of Lubbock or LP&L employee or an immediate relative of same;
 - 10.1.2 Does not employ or engage any person who is a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.1.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence the selection of, or who conducts business with, a supplier.
- 10.2 During the course of this agreement, the Offeror shall not:
- 10.2.1 Sell an equity or partnership interest to, or seek the counsel or influence of, any City of Lubbock or LP&L employee, or an immediate relative of such employee;
 - 10.2.2 Employ or engage a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.2.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence, or who conducts business with, a supplier.
- 10.4 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock Power & Light.

- 10.5 By signing their proposal, the Offeror certifies and represents to LP&L the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

11 ANTI-LOBBYING PROVISION

- 11.1 DURING THE PERIOD BETWEEN PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF LUBBOCK POWER & LIGHT ELECTRIC UTILITY BOARD OR LP&L STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.
- 11.2 This provision is not meant to preclude Offerors from discussing other matters with the Electric Utility Board members or LP&L staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

12 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Offeror name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify it.

13 ABOUT THIS DOCUMENT

- 13.1 This document is a Request for Proposal. It differs from an Invitation to Bid in that Lubbock Power & Light is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of Lubbock Power & Light. Those criteria that will be used and considered in evaluation for award are set forth in this document. Lubbock Power & Light will thoroughly review all proposals received. LP&L will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. **LP&L reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**
- 13.2 **Proposal prices must be firm for a minimum period of sixty (60) days.**

14 EVALUATION PROCESS

- 14.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 14.2 Respondents to this RFP may be required to submit additional information that LP&L may deem necessary to further evaluate the Offeror's qualifications.
- 14.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 14.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. **Such presentations will be at no cost to Lubbock Power & Light.** At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

15 SELECTION

- 15.1 Selection shall be based on the responsible Offeror whose proposal is determined to be the most advantageous to Lubbock Power & Light considering the relative importance of evaluation factors included in this RFP. Unless otherwise specified herein, Lubbock Power & Light may award the proposal either item-by-item or on an all-or-none basis for any item or group of items shown on the Proposal Forms.
- 15.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

16 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

17 NONAPPROPRIATION

All funds for payment by LP&L under this contract are subject to the availability of an annual appropriation for this purpose by LP&L. In the event of non-appropriation of funds by the Electric Utility Board of LP&L for the goods or services provided under the contract, LPL will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this contract beyond the date of termination.

18 PROTEST

- 18.1 All protests regarding the RFP process must be submitted in writing to the LP&L Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Electric Utility Board by contacting the Purchasing Manager of LP&L.

All staff recommendations will be made available for public review prior to consideration by the Electric Utility Board as allowed by law.

- 18.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

Lubbock Power & Light is aware of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible Offerors can compete for Lubbock Power & Light's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the Lubbock Power & Light Buyer (806) 775-2546.

19 HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

- 19.1 House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

19.2 Please list the City of Lubbock-LP&L as the name of governmental entity or state agency that is a party to the contract for which the form is being filed.

19.3 Please reference the bid number and description as the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

19.4 Please submit the signed and notarized copy with your sealed bid or mail to LP&L's Purchasing Department, 1314 Ave K, Lubbock, Texas 79401.

20. TERMS AND CONDITIONS

LP&L will consider, when evaluating proposals, any alterations made to LP&L General Terms and Conditions, including without limitation, any attempt to limit (i) warranties of seller (Section 13); (ii) defaults of Seller (Section 23); and/or (iii) causes and/or remedies available to LP&L in the event of default or warranty breach (Section 8). Please note that any changes or alterations made will be included in the evaluation criteria.

21. EXECUTIVE ORDER 13920

21.1 Pursuant to Executive Order 13920 ("Executive Order"), Offeror shall not acquire for, import for, transfer to, or install for LP&L, any "bulk power system electric equipment," as "bulk power system" and "bulk power system electric equipment" are defined in the Executive Order and incorporated herein, including but not limited to the following: bulk-power system substations, control rooms, or power generating stations, including reactors, capacitors, substation transformers, current coupling capacitors, large generators, backup generators, substation voltage regulators, shunt capacitor equipment, automatic circuit reclosers, instrument transformers, coupling capacity voltage transformers, protective relaying, metering equipment, high voltage circuit breakers, generation turbines, industrial control systems, distributed control systems, and safety instrumented system, that have been developed, manufactured, or supplied, by persons owned by, controlled by, or subject to the jurisdiction or direction of a "foreign adversary" (as defined in the Executive Order, and any subsequent legislation, rules, or regulations interpreting same) ("Qualifying Equipment"). Bids or proposals that fail to observe this requirement will not be considered for award.

Offeror shall comply with Executive Order 13920.

If Offeror plans to provide or install Qualifying Equipment during the course of its work for LP&L, Offeror must complete Bulk Power System Disclosure form and shall therein identify the country of registration and location of manufacturer, the identity and country of registration of the seller (if not the manufacturer), identify the county of registration/nationality and location of the owner and/or owner of the controlling interest of the manufacturer and seller (as applicable), for each component or sub-component of the Qualifying Equipment Offeror proposes to provide to LP&L.

If Offeror selects a manufacturer or vendor of such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order, Offeror shall be deemed to satisfy the requirements of this section. Offeror shall provide documentation to LP&L reflecting any such pre-qualification with its response.

22. QUALIFICATIONS OF OFFERORS

22.1 The Offeror may be required before the award of any contract to show to the complete satisfaction of Lubbock Power & Light that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy Lubbock Power & Light about the Offeror's qualifications. Lubbock Power & Light may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to LP&L all information for this purpose that may be requested. The Offeror's proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the Offeror fails to satisfy LP&L that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror's qualifications shall include but not be limited to:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

- (b) The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with Lubbock Power & Light specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform.

23. **CONTRACT TERM**

The contract shall be for a term of one (1) year, said date of term beginning upon formal approval by LP&L. The contract may be renewed for two (2) additional one year terms under the same term and conditions upon written agreement from both parties. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

24. **OWNERSHIP REPRESENTATION AND WARRANTY**

To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

25. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS**

Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

26. **NON-BOYCOTT OF ENERGY COMPANIES**

Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the

Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.

22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exercised concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

**Failure to comply with the listed Terms & Conditions may result
in disqualification of proposal.**

LUBBOCK POWER & LIGHT STATEMENT OF NO BID

Lubbock Power & Light is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. If you do not intend to bid on this requirement, please complete and return this form **prior to date shown for receipt of bid to:** Felix Orta, Purchasing Manager Electric Utilities, Lubbock Power & Light, 1314 Ave K., Lubbock, Texas 79401.

We, the undersigned, have declined to bid on your ITB #_____ for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only. *(Please explain reason below)*
- ☐ Specifications unclear. *(Please explain below)*
- ☐ Insufficient time to respond to Invitation to Bid.
- ☐ We do not offer this product/s or equivalent. *(If you wish to remain on bidders list for other commodities and/or services, please state particular product and/or service under which you wish to be classified.)*
- ☐ Our product schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Cannot provide required bonding.
- ☐ Cannot provide required insurance.
- ☐ Bidding through dealer.
- ☐ Do not wish to do business with Lubbock Power & Light. *(Please explain below)*
- ☐ Other *(Please specify below)*

REMARKS: _____

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Business Telephone Number: _____ FAX: _____
Internet Address: _____
Company's Internet Web Page URL: _____

LP&L Crane Services – Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this Contract by LP&L, the Offeror shall furnish a completed Insurance Certificate to LP&L, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. LP&L SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO LP&L.

A. General. Offeror shall procure and carry, at its sole cost and expense through the life of this Contract, insurance protection hereinafter specified, in form and substance satisfactory to LP&L and the City of Lubbock (the “City”), covering all risks of loss of all operations and activities in connection with this Contract, subject to the provisions set forth below. LP&L and the City must approve all Insurance Certificates prior to the commencement of any activities whether performed by Offeror, subOfferor, agents, or third parties. **The insurance carrier must be authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII.**

A Certificate of Insurance specifying each and all coverage shall be submitted to LP&L prior to the execution of this Contract. All insurance coverages shall be prepared and executed by the insurance company or its authorized agents and shall contain an endorsement naming the City of Lubbock as additional insureds, on a primary & non-contributory basis. Written notice of cancellation, nonrenewal or any material change shall be provided thirty (30) days in advance of coverage termination, as prescribed below. All insurance shall provide a waiver of subrogation in favor of the City of Lubbock, and shall contain cross liability and severability clauses. The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by LP&L or the City, the Offeror shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

B. **General Liability Insurance (City of Lubbock named as Additional Insured on a primary & non-contributory basis and Waiver of Subrogation required, to include Products of Completed Operations Endorsement)**

- The Offeror shall have Commercial General Liability Insurance with limits of **\$1,000,000.00** per occurrence to include:
 1. Products-Comp/OP AGG
 2. Personal & ADV. Injury
 3. Contractual Liability
 4. Medical Expenses (any one person)

C. **Automobile Liability Insurance (City of Lubbock named as Additional Insured on a primary & non-contributory basis and Waiver of Subrogation required)**

- The Offeror shall have Automobile Liability Insurance with limits of; Bodily Injury/Property Damage, **\$1,000,000.00** Combined Single Limit, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles. The City is to be named as an additional insured on this policy for this specific job and copy of the blanket endorsement doing so is to be attached to the Certificate of Insurance.

**D. Worker's Compensation or Occupational Medical and Disability and Employers Liability Insurance
(Waiver of Subrogation required)**

- Offeror shall elect to obtain worker's compensation insurance coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Offeror shall maintain said coverage throughout the term of this Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Offeror maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Offeror or any SubOfferor on the job of at least **\$500,000.00**. The Offeror shall also have Employers Liability Insurance with limits of **\$1,000,000.00**.

E. Excess Liability Insurance - The contractor shall have Umbrella Form Insurance with limits of \$4,000,000 per occurrence.

F. SubOfferors. Offeror shall require each subOfferor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to Offeror, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

G. All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied. Copies of all endorsements are required.

REQUIRED PROVISIONS

The Offeror agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and Lubbock Power & Light, and their respective officers, employees, and elected representatives as additional insured (as the interest of each insured may appear subject to policy limitations and the limitations of this Contract, if any) as to all applicable coverage;
- b. Provide for 30 days' notice to LP&L for cancellation, nonrenewal, or material change, as provided below;
- c. All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied.

NOTICES

The Offeror shall notify LP&L in the event of cancellation, nonrenewal or any material change in coverage, and shall give such notices not less than 30 days prior to such event, which notice must be accompanied by a replacement **CERTIFICATE OF INSURANCE**.

All notices shall be given to LP&L at the following address:

Felix Orta – Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Avenue K – 5th floor
Lubbock, Texas 79401
Forta@lpandl.com

SECTION D. Approval, disapproval, or failure to act by the City or LP&L regarding any insurance supplied by the Offeror shall not relieve the Offeror of full responsibility or liability for damages and accidents as set forth in this Contract. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Offeror from liability

LP&L Crane Services – Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Proposal Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by Lubbock Power & Light, I will be able to, within ten (10) days after being notified of such award by Lubbock Power & Light, furnish a valid insurance certificate to LP&L meeting all of the requirements defined in this bid/proposal.


Offeror (Signature)

Chad Trumble
Offeror (Print)

OFFEROR'S NAME: Chad Trumble

OFFEROR'S ADDRESS: 312 NE Loop 289 Lubbock, TX 79403

Name of Agent/Broker: Arthur J. Gallagher Risk Management Services, Inc

Address of Agent/Broker: 444 Liberty Ave, Suite 400

City/State/Zip: Pittsburgh PA 15222

Agent/Broker Telephone Number: (800) 569-9427

Date:

NOTE TO OFFEROR

If the insurance requirement specified above is not met, LP&L has the right to reject this bid/proposal and award the contract to another Offeror. If you have any questions concerning these requirements, please contact the Buyer for Lubbock Power & Light at (806) 775-2546.

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

Chad Trumble being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any Offeror on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Offeror has not in any manner sought by collusion to secure to self an advantage over any other Offeror or Offerors.

Trumble Crane & Rigging

NAME OF FIRM

[Signature]
SIGNATURE OF OFFEROR

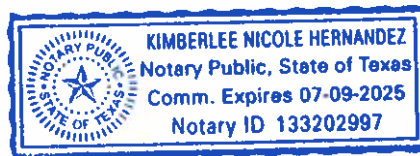
Vice President

TITLE

Subscribed and sworn to before me this 22 day of November, 2021

Kim H
Notary Public in and for the State
of Texas residing at

Lubbock



NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Offerors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Trumble Crane & Rigging

Signature of Company Official:  _____

Date Signed: 11/19/2021

Printed name of company official signing above: Chad Trumble

State Law Verifications

I, Chad Trumble (Person name), the undersigned representative of (Company or Business name) TrumbleCrane&Rigging

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapters 2271 and 2274:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual may have with the City of Lubbock acting by and through Lubbock Power & Light.

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Furthermore, the company named above verifies that (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by paragraph (a).

Furthermore, the company named above verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light, against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the

established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

11-22-2021

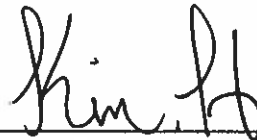
DATE



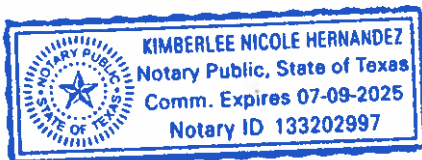
SIGNATURE OF COMPANY
REPRESENTATIVE

ON THIS THE 22 day of November, 2021, personally
appeared Chad Trumble, the above-named person,
who after by me being duly sworn, did swear and confirm that the above is true and
correct.

NOTARY SEAL



NOTARY SIGNATURE



BULK POWER SYSTEM SOURCING DISCLOSURE FORM

The following form must be completed if you or your company plans to acquire for, import for, transfer to, or install for LP&L Qualifying Equipment as defined in the LP&L "General Conditions of the Agreement". Completion of this form will not be necessary if you or your company is or selects a manufacturer or vendor for all such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order.

In the table below, please provide the following information for each component and/or subcomponent of all Qualifying Equipment manufactured, acquired, and/or transferred by the People's Republic of China or a "Foreign Adversary" (as that term is defined by the Executive Order and any associated documents and notices, or subsequent legislation, rules, or regulations interpreting same), as applicable, that you plan to acquire for, import for, transfer to, or install for LP&L.

- (i) On Line 1 below, indicate the manufacturer(s), importer(s), vendors/supplier(s), and/or owner(s) of the manufacturer(s), importer(s), vendor/supplier(s), of each component or sub component of Qualifying Equipment as applicable; and
- (ii) On Line 2, indicate the owning country, the country of incorporation/registration, or country of nationality of each individual and/or entity indicated according to instruction (i) above, that is designated as a "Foreign Adversary".

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
N/A	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____
N/A	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____

I CERTIFY THAT:

- The information provided in this document is complete and accurate to the best of my knowledge. I agree that I will indemnify and hold harmless LP&L against any loss, liability, claim, damages, or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damages, or expense and reasonable counsel fees incurred in connection therewith) arising by reason of any false statement or material omission made on or with respect to this document.
- I agree to maintain and present upon request documentation necessary to support this certificate and to inform, in writing, all persons to whom this disclosure was given of any changes that would affect accuracy or validity of this disclosure.
- Bidder/Supplier does not engage in any Prohibited Transactions, as that term is defined in the *Prohibition Order Securing Critical Defense Facilities*, dated December 17, 2020.

By: _____

Title: V.P.

Company: Trumble crane

LP&L Crane Services - Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD

INTERLOCAL PURCHASING (optional)

Lubbock Power and Light desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock Power and Light. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

YES _____ NO ✓

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock Power and Light will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock Power and Light will be billed directly to that governmental entity and paid by that governmental entity. Lubbock Power and Light will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

COMPANY NAME: Trumble Crane & Rigging _____

Signature of Company Official: 

**LP&L Crane Services - Annual Pricing
Lubbock Power & Light
RFP 7114-22-ELD**

1. GENERAL CONDITIONS:

- 1.1 Lubbock Power & Light (from herein to be referred to as LP&L), is seeking proposals to establish a contract(s) for annual pricing for crane services for LP&L to include our Transmission, Distribution and Production Departments. Size of crane required will range from 20 ton to 500 ton. Work or jobs described below are to be done by qualified Offerors duly organized, validly existing and in good standing with at least 5 years of experience in these types of services. Offeror shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules & regulations regarding the activities stipulated herein. The Offeror shall show proof of qualifications and submit a list, together with their proposal, of at least 3 customers and types of services done for the past 3 years.
- 1.2 Offeror will be responsible for furnishing Operators and Riggers as necessary to secure and safely lift the load required. Please include rates for operators, signalers, riggers and helpers.
- 1.3 Offeror shall obtain necessary city permits for crane services in a public right of way. Offerors must register with City of Lubbock Right of Way Management Coordinator to obtain these permits. Permits for proposed work in the TXDOT Right of Way will be obtained by LP&L personnel prior to the start of job.
- 1.4 All work will be done in the LP&L Service territory and in rare exceptions within Lubbock County.
- 1.5 Billing invoices shall be itemized with charges separated accordingly. LP & L shall reserve the right to inspect time sheets on each project to confirm charges. No charges will be automatically paid that should be included in the unit cost proposal submittal form. All invoices shall reflect a job number and location furnished to the Offeror by LP&L. Invoices for work shall be submitted to LP&L for payment within 30 days of the completion of work.
- 1.6 Labor - Based on contracted hourly rate, time invoiced shall be for actual time worked subject to verification/documentation approved by the City Department. Contractor may not exceed contracted hourly rate. Should after hours/holiday hours be necessary or indicated, it shall be performed only after obtaining specific authorization from the respective City Department. Unauthorized after hours/holiday pay will not be paid.
- 1.7 No Additional Charges Allowed - No charges, such as miscellaneous charges, environmental charges, fees, etc., will be paid by LP&L if not listed in your proposal response. However, charges imposed by the State of Texas or Federal Government after the proposal award will be honored. Any additional charges listed in your response will be taken in consideration as part of the award evaluation.
- 1.8 Travel Time: LP&L will not compensate the contractor for travel or time between job sites.
- 1.9 Scheduling/Response Time - The Offeror will be required to give free written job estimates for specific projects within one (1) work day upon request. On an emergency basis, the Offeror shall respond within a maximum of two (2) hours to arrange a same-day inspection and provide a written

estimate. Upon receipt of the Notice to Proceed, completion of services to remedy the emergency situation must be completed within 24 -72 hours.

2. EXCEPTIONS:

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

3. SELECTION AND AWARD PROCESS:

E. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee and asked to demonstrate the proposed system.

F. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.

G. NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

4. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

5. EVALUATION FACTORS

A. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

B. Formal Evaluation

1. Evaluation Process

LP&L will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial information, and may also include other information as determined by LP&L in its sole discretion.

2. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

3. Point Values

The following shall be the criteria for evaluating and ranking the proposals and is made part of the above specification:

40% PRICE: The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.

40% OFFEROR QUALIFICATIONS: When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualification and past experience with the Offeror. LP&L may also interview the job superintendent at a time to be named after receipt of proposals.

20% PROPOSAL COMPLETENESS: Adherence to Specifications, Insurance Requirements, Terms and Conditions and overall quality and completeness of proposal.

Award may not be made to the firm submitting the lowest price proposal. LP&L will choose the firm which submits the most responsive overall proposal.

C. Oral Interview

After the formal evaluations, LP&L may decide on oral interviews to address specific issues with selected Offerors.

D. Final Selection/Notification

The evaluation of the RFP responses and the oral interview will be considered. The Offeror with the highest overall evaluation shall be selected as the primary Offeror. LP&L will notify the selected firms. LP&L has the right and intends on awarding this contract to one or more Offerors.

E. General

Each Proposer shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the proposal. The information requested is to assist the Owner and the Engineer in evaluating the Proposal.

The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Owner or the Engineer.

The blank proposal data sheet included in this section shall be completely filled in. The data listed therein shall not relieve the Offeror of his responsibility for meeting the requirements of the detailed specifications.

Material Data. The proposal data required on the following sheet is to assist the Owner and the Engineer in evaluating the Technical Proposal.

The data listed herein is stated for definitive purposes and for the convenience of the Owner and the Engineer.

ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the Proposal which, in its judgment, is the best evaluated Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposals that is submitted.

Time Line for Procurement Process

Following is a listing of actions and anticipated dates; LP&L reserves the right to change the dates, if necessary, as determined in its sole discretion.

Date	Milestone
November 2, 2021	Advertising & Publishing RFP
November 11, 2021 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications
November 18, 2021	Proposals due in Purchasing by 2:00 pm C.S.T.
December 15, 2021	EUB Approval

EXHIBIT A

LP&L Crane Services - Annual Pricing
RFP 7114-22-ELD
UNIT COST PROPOSAL SUBMITTAL FORM

- 1 Offerors are to submit their hourly rate sheet for crane services from 20 ton minimum to 500 ton maximum. Pricing must include rates for operators, signalers, riggers and helpers.
- 2 The hourly rates for these services must include per diem costs, travel, mileage, vehicle charges, equipment charges, incidental parts & supplies necessary to perform the crane services and may not be listed separately.
- 3 Offerors are to also include overtime and emergency rates.

FAILURE TO PROVIDE THE RATE SHEET MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND MAY NOT BE FURTHER EVALUATED.

Contractor's Organizational Experience

Organization Doing Business As	Trumble Crane and Rigging		
Business Address of Regional Office	312 NE Loop 289		
	Lubbock, TX 79403		
Name of Regional Office Manager			
Year Business was Established	1957		
Telephone Numbers			
Main Number	806-763-4910		
Fax Number	806-765-8708		
Web Site Address	Office@trumblecrane.com		
Organization History			
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:			
Names of Organization	From Date	To Date	
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization	Percent Ownership		
Offeror's Experience			
Years experience in projects similar to the proposed service:		64	
As a General Contractor		As a Joint Venture Partner	
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization been released from a bid or proposal in the past ten years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever been disqualification as a Offeror or proposer by any local, state, or federal agency within the last five years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Is this organization or your proposed surety currently in any litigation or contemplating litigation?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?			NO
If yes provide full details in a separate attachment. See attachment No.			

**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401
Phone: (806) 775-2546 Fax: (806) 775-3787**

ADDENDUM #1

BID NUMBER: RFP 7114-22-ELD

TITLE: LP&L Crane Services – Annual Pricing

NEW CLOSE DATE: November 30, 2021 at 2:00 p.m. CST

DATE ISSUED: November 18, 2021

All requests for additional information or clarification must be submitted in writing and directed to:

Buyer Name: Felix Orta

Email: forta@lpandl.com

The following items take precedence over requirements for the above named Request for Proposal (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

1. RFP# 7114-22-ELD – LP&L Crane Services – Annual Pricing has been extended until November 30, 2021 by 2:00 p.m. CST.

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities

**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401
Phone: (806) 775-2546 Fax: (806) 775-3787**

ADDENDUM #2

BID NUMBER: RFP 7114-22-ELD

TITLE: LP&L Crane Services – Annual Pricing

NEW CLOSE DATE: December 7, 2021 at 2:00 p.m. CST

DATE ISSUED: November 30, 2021

All requests for additional information or clarification must be submitted in writing and directed to:

Buyer Name: Felix Orta

Email: forta@lpandl.com

The following items take precedence over requirements for the above named Request for Proposal (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

1. RFP# 7114-22-ELD – LP&L Crane Services – Annual Pricing has been extended until December 7, 2021 by 2:00 p.m. CST.
2. Updated terms and conditions have been added.

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if

any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if: (a) Seller breaches any of the terms hereof, including warranties of Seller; (b) the Seller becomes insolvent or commits acts of bankruptcy; or (c) in the event the approval of this contract is subject to ratification by the LP&L Electric Utility Board, this contract is not ratified by the Electric Utility Board when duly presented at a meeting of the Electric Utility Board for ratification. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision and/or for the grounds set forth in Clause 13, herein. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.
22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exorced concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2274, Texas Government Code applies to this contract, Contractor represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Contractor will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's contract with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

Failure to comply with the listed Terms & Conditions may result in disqualification of proposal.



Trumble Crane & Rigging
Price Schedule on Equipment
 Effective January 2021

Description	Hourly	Hourly Minimum
23.5 Ton R.O.	\$124.50	2 hour minimum
30-Ton HTC	\$162.00	3 hour minimum
40-Ton RTC	\$174.50	4 hour minimum
40-Ton HTC	\$174.50	4 hour minimum
50-Ton HTC	\$197.00	4 hour minimum
65-Ton HTC	\$242.00	4 hour minimum
70-Ton HTC	\$242.00	4 hour minimum
75-Ton HTC	\$257.00	4 hour minimum
100-Ton HTC	\$262.00	6 hour minimum
120-Ton AT	\$317.00	6 hour minimum
150-Ton AT	\$357.00	6 hour minimum
165-Ton HTC	\$377.00	6 hour minimum
175-Ton AT	\$412.00	6 hour minimum
210-Ton AT	\$432.00	8 hour minimum
240-Ton AT	\$442.00	8 hour minimum
250-Ton AT	\$477.00	8 hour minimum
265-Ton AT	\$483.00	8 hour minimum
275-Ton AT	\$487.00	8 hour minimum
300-Ton TC	\$507.00	8 hour minimum
350-Ton AT	\$564.00	8 hour minimum
500-Ton AT	\$687.00	8 hour minimum
Rigger/Flagger	\$70.00	
Forklift* (delivery fee additional)	\$125.00	
Hydrovac* (delivery fee additional)	\$265.00	
On-site trucks	\$125.00	
Heavy Haul Truck Rates	\$275.00	
Travel	\$90.00	
3D Lift Plan (minimum of 3 business day notice)	\$250.00	
Per Diem	\$250.00	Per man, per night
Per Diem (Eastern New Mexico and Permian Basin)	\$350.00	Per man, per night

Permit charges are based on mileage per TxDOT.

There will be a 3% Fuel Surcharge added to each invoice billed.

Overtime \$ 35.00 per hour additional to hourly rate

Double Time \$ 70.00 per hour additional to hourly rate

Overtime charges apply after 8 hours work and before 8:00 am and after 4:30 pm.

Saturdays are considered overtime; Sundays and holidays are considered double time. Job time includes travel time beginning when we leave our yard and ends when we return to our yard.

Trumble Crane & Rigging is NOT responsible for damage to landscaping and/or sidewalks, parking lots and/or walkways.



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider and award Request for Proposal (RFP) 7116-22-ELD, LP&L Transformer Repair Services – Annual Pricing.

Background/Discussion:

This contract is for transformer repair services to assist with the repairs of our distribution transformers. The repairs required will range from 15 kilovolt-ampere (kVA) to 2,500 kVA pole and pad mounted transformers.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following three (3) categories: price, 40%; offeror qualifications, 40%; and proposal completeness, 20%.

One (1) offeror responded to the RFP. The committee evaluated the proposal and recommends for award.

Score:

Nix Electric Co.

94.0

Fiscal Impact:

This RFP will be funded on an as needed basis from account **7412.8251 (Distribution Maintenance - Line Transformers)** and other various operating accounts.

Recommendation:

Staff recommends award of RFP 7116-22-ELD, LP&L Transformer Repair Services – Annual Pricing, to **Nix Electric Co., of Lubbock, Texas**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock (“Lubbock Power & Light”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7116-22-ELD (the “Proposal”), respecting the property described as LP&L Contract for Transformer Repair Services – Annual Pricing, as more particularly described in the Proposal Documents (the “Services”), to Nix Electric Co., of Lubbock, Texas.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Director of Electric Utilities or his/her designee, BE and is hereby authorized and directed to execute for and on behalf of Lubbock Power & Light, that certain Contract for Transformer Repair Services – Annual Pricing by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Nix Electric Co. regarding the Services, as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utility Attorney

CONTRACT NO. 711622**LUBBOCK POWER & LIGHT
TRANSFORMER REPAIR SERVICES - ANNUAL PRICING**

THIS AGREEMENT ("Contract" or "Agreement") made and entered into this 18th day of January, 2022, pursuant to a resolution heretofore adopted by the City of Lubbock ("City"), acting by and through Lubbock Power & Light ("Lubbock Power & Light" or "LP&L"), and Nix Electric Co., a Texas corporation, located at 720 Loop 289 SE, Lubbock, TX 79404 ("Contractor").

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for bids for LP&L, Transformer Repair Services - Annual Pricing, 7116-22-ELD and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the Proposal submitted by Contractor, LP&L, through the Electric Utility Board, authorized the execution of this Agreement with said Contractor, as the primary contractor, covering the purchase and execution of the Services (defined below herein) in the best interests of LP&L and its ratepayers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L's specifications and Contractor's proposal, including without limitation, 7116-22-ELD, Transformer Repair Services - Annual Pricing, including the Instructions to Offerors, General Requirements, Terms and Conditions, Insurance Requirements, General Conditions, Addendums, and the Repair Price Sheet and Part Price letters ("Proposal Documents"), copies of which are attached hereto as "Exhibit A", Contractor will deliver and provide to LP&L, transformer repair services ("Services"), as more specifically referred to in the Proposal Documents and this Agreement.
2. The Contractor shall deliver the Services according to the procedures outlined in the Proposal Documents. This Agreement shall be for a term of one (1) year, with the option of LP&L, and upon the agreement of the Contractor, to extend the term of this Agreement up to four (4) additional one (1) year terms under the same terms and conditions upon written agreement by both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific Agreement for the previous 12-months. At LP&L's discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this Proposal. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Agreement shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by either party upon a thirty (30) day written notice. Such written notice must state the reason for cancellation. Lubbock Power & Light reserves the right to award the canceled Agreement to the next lowest and best offeror as it deems to be in the best interest of LP&L.

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4. Contractor shall at all times be an independent contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.
5. Contractor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-Contractor of Contractor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, automobile liability coverage for any automobiles with insurance carriers admitted to do business in the state of Texas, workers compensation, employer's liability, and excess liability coverage. The commercial general liability policy shall include Products & Completed Operations/Op AGG, Personal and Advertising injury, Contractual Liability, Heavy Equipment, XCU, and Medical Expenses coverage for any one person. The insurance companies must carry a Best's Rating of A-VII or better. The policies are subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$1,000,000

Automobile Liability:

Per Occurrence Single Limit for any auto: \$1,000,000

Employer's Liability

Per Occurrence Single Limit: \$1,000,000

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Excess Liability Coverage, umbrella form

Per Occurrence Single Limit: \$10,000,000

Contractor shall further cause any approved Sub-Contractor to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the approved Sub-Contractor. The City and LP&L shall be listed as a primary and noncontributory additional insured for all policies required herein, and shall be granted a waiver of subrogation under all policies required herein. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage.

Contractor shall elect to obtain workers' compensation coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any Sub-Contractor on the job of at least \$500,000.00. The Contractor shall also have Employers

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Liability Insurance with limits of \$1,000,000.00. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of the contract. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Excess Liability coverage shall be maintained over the required Employer's Liability, Commercial General Liability, and Automobile Liability policies in an amount not less than ten million and No/100 Dollars (\$10,000,000.00) per occurrence.

The Certificates of Insurance shall provide 30 days' notice of cancellation. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this section shall survive the termination or expiration of this Agreement.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LP&L, THE CITY, ITS OFFICERS, BOARD MEMBERS, ELECTED OR APPOINTED OFFICIALS, AGENTS, AND ATTORNEYS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) FOR LOSS, INJURY, OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S EMPLOYEES) AND LOSS, DAMAGE TO OR DESTRUCTION OF LP&L'S PROPERTY OR THE PROPERTY OF ANY OTHER PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO CONTRACTOR'S PROPERTY) TO THE EXTENT ARISING OUT OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR OCCUPATION OF THE CITY OF LUBBOCK OWNED PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING CONTRACTOR LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE, OR DESTRUCTION TO THE EXTENT CAUSED BY NEGLIGENT ACT OR OMISSION OF LP&L.
7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the Services.
8. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
9. Upon default by Contractor, LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Contract, this provision shall control. It is further understood that this Agreement is to be construed under Texas law, and all obligations of the parties created by this Agreement are performable in Lubbock

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County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.

10. At any time during the term of this Contract, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Contract. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
11. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of Contractor. This Agreement constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
12. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

Contractor's Address. Contractor's address and numbers for the purposes of notice are:

Nix Electric Co.
 Attn: Mike W. Nix
 Address: 720 Loop 289 SE
 Telephone: 806-745-4166
 Email: mwnix@nixelectric.com

LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
 Attn: Felix Orta
 1314 Ave. K, 5th Floor
 Lubbock, Texas 79401
 Telephone: (806) 775-2170

22. This Agreement consists of the following documents set forth herein: 7116-22-ELD, Transformer Repair Services - Annual Pricing, Terms and Conditions, Insurance Requirements, and the Proposal, all attached as Exhibit A. In the event of a conflict between this Contract for Services and any other document made a part of this Contract, the terms of the Contract for Services, then LP&L's terms and conditions, followed by any other document made a part of this Agreement, shall prevail and control.
23. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.

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24. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
25. Contractor hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
26. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Agreement beyond the Non-Appropriation Date.
27. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

28. To the extent Chapter 2274, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

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29. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
30. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
31. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING BY AND
THROUGH LUBBOCK POWER & LIGHT

David McCalla, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Hunter Harrison, LP&L Electric Utilities Attorney

CONTRACTOR
NIX ELECTRIC CO.

BY Mike W. Nix
Title: President

Mike W. Nix
Print Name
720 Loop 289 SE
Address
Lubbock, Texas 79404
City, State, Zip Code



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 18, 2022

Summary:

Consider and award Request for Proposal (RFP) 7121-22-ELD, LP&L Thompson and Co-op Substation Structures.

Background/Discussion:

This RFP is for the purchase of 68 steel structures for the Thompson and Co-op substations. LP&L's upgrade of the distribution system will provide enhanced reliability and accommodate shifting the remaining SPP load to the ERCOT grid.

The items will be manufactured in accordance with LP&L, American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), and National Electrical Manufacturers Association (NEMA) specifications.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following five (5) categories: adherence to specifications and terms and conditions, 25 points; price, 25 points; delivery, 30 points; proposal completeness, 10 points; and operational experience, 10 points.

Five (5) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
Dis-Tran	86.5
Grid Structures	85.7
Substation Enterprises	81.3
Wesco	80.2
Technology Int. Inc.	60.5

Fiscal Impact:

A total of **\$5,670,000** is appropriated and **\$4,764,002** is available in account number **92727 (Substation Capacity Upgrade - Co-op)** for this purpose. A total of **\$2,740,000** is appropriated and **\$2,195,217** is available in account number **92728 (Substation Capacity Upgrade - Thompson)** for this purpose.

Recommendation:

Staff recommends award of RFP 7121-22-ELD, LP&L Thompson and Co-op Substation Structures, to **Dis-Tran Steel LLC, of Pineville, Louisiana** for **\$251,472** or such alternative action as the Electric Utility Board may deem appropriate. Of the total amount \$178,094 is related to 92727, and \$73,378 is related to 92728.

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:	92727
Capital Project Name:	Substation Capacity Upgrade Co-op

	Budget
Total Appropriation	\$ 5,670,000

Expended	<i>Contract or PO Number</i>	
B&V - Engineering Services		\$ (187,008)
Lubbock Avalanche Journal		(391)
Ganatra Labhesh		(720)
Principle Services		(1,799)
Obrian Realty Advisors		(7,500)
Expended to Date		\$ (197,419)

Encumbered	<i>Contract or PO Number</i>	
Siemens Industry - Circuit Breakers	21403429	\$ (412,279)
Anixter - Circuit Breakers	21403427	(112,312)
Anixter	21403452	(17,631)
Electrical Power Products - Relay Panels	21403428	(166,357)
Encumbered to Date		\$ (708,579)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Dis-Tran - Steel Structures	RFP 7121-22-ELD	\$ (178,094)
Pyco - Electric Utility Easement		(1,277)
Pyco - Real Estate Purchase and Agreement		(3,581)
Agenda Items for Consideration		\$ (182,952)

Estimated Costs for Remaining Appropriation	
Staff Time	\$ (60,000)
Material for Co-op Feeder Project	(64,131)
15kv Breakers	(583,569)
500MCM Cable	(452,665)
Control Cable	(141,335)
Equipment	(344,135)
Long Lead Conduit	(3,300)
Man hole	(19,800)
PT's	(8,535)
SS Transformer	(8,580)
Ganatra	(15,000)
Co-op Substation Capacity Upgrade	(2,825,000)
Testing & Commissioning	(55,000)
Estimated Costs for Remaining Appropriation	\$ (4,581,050)
Remaining Appropriation	\$ -

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 18, 2022**

Capital Project Number:	92728
Capital Project Name:	Substation Capacity Upgrade - Thompson

	Budget	
Total Appropriation	\$	2,740,000

Expended	<i>Contract or PO Number</i>	
B&V - Engineering Services		\$ (154,914)
Lubbock Avalanche Journal		(391)
Ganatra Labhesh		(720)
Principle Services		(1,799)
Expended to Date		\$ (157,825)

Encumbered	<i>Contract or PO Number</i>	
TEC - 115 kV PT		\$ (9,968)
Siemens - Circuit Breakers	21403429	(183,185)
Anixter - RGS	21403452	(4,188)
Anixter - Circuit Breakers	21403427	(56,156)
Electrical Power Products - Relay Panels	21403428	(133,461)
Encumbered to Date		\$ (386,958)

Agenda Item January 18, 2022	<i>Contract or PO Number</i>	
Dis-Tran - Steel Structures	RFP 7121-22-ELD	\$ (73,378)
Agenda Items for Consideration		\$ (73,378)

Estimated Costs for Remaining Appropriation		
Staff Time		\$ (60,000)
Material for Thompson Feeder Project		(23,272)
15kV Breakers		(264,690)
500 MCM Cable		(309,375)
Control Cable		(48,019)
Equipment		(162,123)
Long Lead Conduit		(2,640)
Manhole		(19,800)
PT's		(16,131)
SS Transformer		(4,290)
B&V		(13,780)
Ganatra		(7,500)
Construction Services for 23kV transformer		(1,000,000)
Testing & Commissioning		(42,900)
Contingency		(147,320)
Estimated Costs for Remaining Appropriation		\$ (2,121,839)
Remaining Appropriation		\$ -

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock (“Lubbock Power & Light”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7121-22-ELD (the “Proposal”), respecting the project described as LP&L Thompson and Co-op Substation Structures, as more particularly described in the Proposal (the “Property”), to Dis-Tran Steel LLC, of Pineville, Louisiana.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Purchasing Manager or his/her designee, BE and is hereby authorized and directed to execute for and on behalf of Lubbock Power & Light, any and all purchase orders and related documents regarding the purchase of the Property pursuant to the Proposal, as awarded herein.

Passed by the Electric Utility Board this 18th day of January, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel