

ELECTRIC UTILITY BOARD AGENDA**August 16, 2022****11:00 A.M.****CITIZENS TOWER****1314 Avenue K****Lubbock, Texas 79401****OPEN SESSION:****City Council Chambers****EXECUTIVE SESSION:****Council Workroom 101A**

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.

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 agreements 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.

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 advice and counsel regarding purchased power agreements;
- (iv) legal advice and counsel regarding pole attachment matters;
- (v) legal advice and counsel regarding claim of property damage occurring on or about October 19, 2021;
- (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; and

- (vii) Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.

5. 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).
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, duties, discipline, or dismissal of a public officer or employee (Director of Electric Utilities and General Counsel).

11:30 a.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 11:30 a.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

7. Approve the minutes from the Regular Electric Utility Board Meeting on July 19, 2022 and Special Meetings on July 25, 2022, and August 9, 2022.
8. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, 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, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters, staffing levels, personnel, regulatory matters, training, cybersecurity, and operational performance metrics.
9. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market.
10. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and debt history, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

Consent

11. Consider a resolution approving the Easement Agreement from the Board of Regents of the Texas A&M University System, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M.1294 for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, authorizing the Chairman of the Electric Utility Board to execute same, and recommending approval of such Easement Agreement to the City Council of the City of Lubbock.
12. 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 Power Standard, LLC, RFP# 7136-22-ELD, for LP&L Emergency Maintenance for Transmission Lines - Annual Pricing for an annual retainer fee of \$150,000. Contractor will provide crews and equipment with a 4 hour response time for emergency restoration and rehabilitation work on LP&L's transmission lines.
13. 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 Stuart C. Irby, RFP# 7170-22-ELD, for LP&L McDonald Equipment. This proposal, in the amount of \$148,372 and the following equipment for McDonald substation is necessary for the new distribution bus and feeders and includes: Isolation switches, potential transformer (PTs) for voltage metering, fuses and fuse cutouts for distribution risers, surge arresters, aluminum conductor wire, various hardware for bus construction such as bus support post insulators, 4in & 2in aluminum bus tube structure and associated mounting hardware, elbows, couplers, and connectors to help accommodate shifting the remaining SPP load to the ERCOT grid.
14. 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 Asplundh Tree Expert, LLC, RFP# 7174-22-ELD, for LP&L Tree Trimming Services - Annual Pricing for an estimated annual cost of \$1,200,000. Contractor will provide crews and equipment for tree trimming to clear LP&L's power lines, improve reliability and protect the safety and welfare of customers.
15. Consider a resolution rejecting proposal RFP# 7175-22-ELD, for East Broadway Streetlight Conversion Construction Services. Proposal received exceeded engineer's estimated cost/budget and staff will re-evaluate the project.
16. 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 Sinisi Solutions LLC, RFP# 7176-22-ELD, for LP&L Substation Firewall. This proposal, in the amount of \$102,500 is necessary for the installation of Vicksburg's two new distribution transformers to help accommodate shifting the remaining SPP load to the ERCOT grid. These firewalls will limit the damage and spread of fire from a transformer failure by shielding all adjacent structures.

17. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Conductor Power, LLC, RFP# 7177-22-ELD, for Vicksburg Substation Construction and Site Work Services for \$3,072,237. Contractor will develop the site and install the following equipment: 115/22.86x12.47kV 30/40/50 MVA Transformer, 115/22.86kV 30/40/50 MVA Transformer, 115kV 3000A Breaker, 115kV 3000A Horizontally mounted switches (Breaker Disconnects), 115kV 3000A Vertically mounted switches (Line Disconnect), 115kV 2000A Horizontally mounted switches (Transformer High Side), 115kV PT's, 27kV 2000A Main Breaker, 15kV 3000A Main Breaker, 27kV 2000A Feeder Breakers, 27kV 2000A Bus Tie Breaker, 23kV 1200A Vertically mounted hookstick switches (Feeder Breaker Disconnects), 23kV 1200A Vertically mounted tandem hookstick switches (Bypass), 23kV 2000A Vertically mounted tandem hookstick switches (Tie Breaker Disconnects), 38kV 900A Vertically mounted tandem hookstick switches (Distribution Cable Riser), 23kV 3000A Disconnect switches, 23kV 2000A Disconnect switches, 115kV H-Frames, etc.
18. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power and Light, and TexHahn Media, Inc., d/b/a Hahn regarding professional communications and consulting services for an initial term of twenty-four months and a not to exceed amount of \$500,000.

**Electric Utility Board Tour of the City of Lubbock Utilities Customer Service Center,
1401 Avenue K, Lubbock, Texas 79401**

12:30 p.m. – Approximately - Following completion of the regular and consent agendas, the Electric Utility Board will recess and depart City Council Chambers for City of Lubbock Utilities Customer Service Center, located at 1401 Avenue K, Lubbock, Texas 79401. It is anticipated that the tour of the City of Lubbock Utilities Customer Service Center will occur at 12:30 p.m., however, this is an approximation and the Board may begin the tour later depending on when the regular agenda has been completed.

19. Convene at U-101B Training Room in the City of Lubbock Utilities Customer Service Center, 1401 Avenue K, Lubbock, Texas 79401. Meet and greet with staff of City of Lubbock Utilities Customer Service, Collections/Dispatch and Field Services to hear presentations and discussions related to practices, procedures, experiences, personnel, and other matters related to the functions of the LP&L Business Office.
20. 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 12th day of August 2022, at 4:00PM.

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**July 19, 2022****11:00 A.M.****CITIZENS TOWER****1314 Avenue K****Lubbock, Texas 79401****OPEN SESSION:****City Council Chambers****EXECUTIVE SESSION:****Council Workroom 101A****EUB**

Eddie Schulz
 Dan Wilson
 Butch Davis
 Kevin McMahon
 Gwen Stafford
 Jane Henry
 Lewis Harvill

City Council

Steve Massengale
 Latrelle Joy

City Staff

Jarret Atkinson
 Blu Kostelich

LP&L Staff

Joel Ivy
 Joe Jimenez
 Matt Rose
 Luke Miller
 Michael Winegeart
 Beatrice Duenez
 Harvey Hall
 Kacey Ortiz
 Blair McGinnis
 Jenny Smith
 Chris Sims
 Brandon Miller
 Jamie Wood
 Michelle Cook
 Tonika Thomas
 Daniel Garcia
 Felix Orta

1. Call to Order.

The Vice Chairman called the meeting to order at 11:04 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.

No speakers signed up for public comment.

The Board recessed into Executive Session at 11:05 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 agreements 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.
- 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 advice and counsel regarding purchased power agreements;
 - (iv) legal advice and counsel regarding claim of property damage occurring on or about October 19, 2021; and
 - (v) Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission 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, duties, discipline, or dismissal of a public officer or employee (Director of Electric Utilities and General Counsel).
- 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 EUB reconvened at 12:45 p.m. in open session.

Open Session

- 7. Approve the minutes from the Regular Electric Utility Board Meeting on June 21, 2022 and Special Meeting on July 14, 2022.
- The EUB approved the minutes as presented. The EUB approved 7-0.***
- 8. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, 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, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters, staffing levels, personnel, regulatory matters, and operational performance metrics. The Director of Electric Utilities, or his designee, may also update the Electric Utility Board on information provided to the Technical Review Committee/EUB at its Special Meeting on July 14, 2022, regarding renewable energy resources and energy efficiency matters for residential and commercial properties, including but not limited to distributed generation, solar panels, interconnection agreements for distributed generation, electric vehicle charging stations, net metering, and weatherization.

Joel Ivy gave his presentation to the Board and notified board advance notice required for Zoom attendance should it be requested by a member. Mr. Ivy also briefed the board on the transition into ERCOT and discussed the recent voluntary conservation by ERCOT and anticipated capacity during heat events for the summer months of 2022. Mr. Ivy also discussed the plan for generation annual maintenance in fall/spring. Matt Rose gave an update to the board on Technical Review Committee meeting held regarding weatherization, solar panels and legislation, and net metering. Mr. Rose gave thanks to the Board for the members’ input and Jane Henry encouraged adding solar options quickly and easily for customers.

9. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding summer rates for 2022, including the power cost recovery factor, natural gas effects on rates, historical consumption and expected consumption for summer, and public education regarding rates, consumption, and community resources available for utility assistance.

Matt Rose presented an overview of rates and consumption and gave an explanation of what base rate covers, as well as the background on base rates at LP&L. Mr. Rose also discussed the PCRf rate which is described as a pass through and is affected by natural gas prices. The goal with the PCRf is to cover purchased power costs, and stabilize throughout the year. Mr. Rose also discussed temperatures and consumption correlation and how to decrease consumption to decrease the amount on electric bills.

10. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market.

Chris Sims gave an update to strategic planning and discussed the SWOT/TOWS model for strategic planning and what the plan is to look like going forward into retail competition. Mr. Sims discussed staff’s plan to look at what the organization looks like now and what LP&L will look like when LP&L enters the retail market. Mr. Sims emphasized the strategic focus of affordability, dependability, and sustainability. Mr. Sims discussed a tracking system through an anonymous survey staff is going to use to track input and voiced the need

for shareholders including, EUB Members, and City Council's participation in the process and timeline with the strategic meeting for later on in the year.

11. 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.

Kacey Ortiz presented the LP&L financials, including the balance sheet, reviewing both assets and liabilities, and income statement. Mrs. Ortiz also discussed accounts payable being higher due to purchased power and rising fuel costs and gave an overview of the statement of cash flows for May 2022.

12. Discuss and take action on the Lubbock Power & Light FY 2022-23 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

Harvey Hall gave budget highlights including no base rate adjustments and estimates of expenses and revenues through 2023. Joe Jimenez gave budget details on funding sources, operating expenses and PCRF rates along with fund level expenses and the various capital programs. A motion was made by Eddie Schulz and seconded by Butch Davis to approve the operating budget as presented. The motion passed 7-0.

13. Discuss and take action on the Fiscal Year 2022-23 Electric Rate/Tariff Schedule and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

Joe Jimenez gave an overview of Tariff and briefed the Board of the changes made as well as billing matters and budget billing. A motion was made by Eddie Schulz and seconded by Gwen Stafford to approve the Electric Rate/Tariff Schedule. The motion passed 7-0.

***There was a quick break at 2:10pm for technical issues.
The meeting reconvened at 2:13pm.***

14. Consider a resolution authorizing the Chairman of the Electric Utility Board to execute and submit to the Electric Reliability Council of Texas ("ERCOT") that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Opt-in Checklist, and as attached to the Resolution, and further recommending approval and execution of same to the City Council of the City of Lubbock.

Michael Winegeart discussed the moving parts needed for Opt In and the letter presented notifies ERCOT of the official intent to Opt In to retail choice. A motion was made by Gwen Stafford and seconded by Dan Wilson to approve the resolution. The motion passed 7-0.

15. Presentation and discussion by the Chief Operating Officer, or his designee, regarding the distribution system construction and improvements, and progress related to same, in the effort to transition Lubbock Power & Light's remaining load in the Southwest Power Pool to the Electric Reliability Council of Texas.

Luke Miller briefed the Board on distribution cutover and substation projects and an overview of schedules for various projects related to transfer of remaining load from SPP to ERCOT. Mr. Miller displayed a chart with projected dates and material deliveries to be done by May 2023. Mr. Miller also gave an overview of budget and contingency for same to account for supply chain related issues.

Consent

Gwen Stafford made a motion and seconded by Dan Wilson to approve consent items 16-23 as presented. The motion was approved 7-0.

16. Consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Professional Services Agreement by and between HillCo Partners LLC and the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), regarding professional services relating to LP&L's business and competitive interests in regulatory and legislative matters.
17. 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 Iljin Electric USA Inc., RFP# 7160-22-ELD, for LP&L 50 MVA Substation Power Transformers. This proposal is for two 50 MVA Substation Power Transformers in the amount of \$2,596,306 and will replace two older 33 MVA transformers at Northeast Substation to increase capacity for load growth.
18. Consider resolutions authorizing the Purchasing Manager, or his designee, to execute Purchase Orders, as concerns line items 1, 3, and 5, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and KBS Electrical Distributors, Inc.; as concerns line item 2, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Relitorin International Inc.; as concerns line item 4, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Texas Electric Cooperatives, for ITB# 7162-22-ELD, for LP&L Bulk Conduits. This bid, totaling \$216,264, is for multiple conduit types will be used in underground/riser applications for substation and feeder jobs related to shifting the remaining SPP load to the ERCOT grid.
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 Electrical Power Products Inc., RFP# 7164-22-ELD, for LP&L McDonald and Yellow House Substation Relays. This proposal in the amount of \$180,346, will provide system protection for the substations new distribution transformers and feeder bays at

McDonald and Yellow House Substations to help accommodate shifting the remaining SPP load to the ERCOT grid.

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 KBS Electrical Distributors Inc., ITB# 7165-22-ELD, for LP&L Co-op Ductile Poles. This bid, in the amount of \$108,997 and will be used along the overhead feeder routes coming out of Co-op substation.
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 Valmont Substations LLC, RFP# 7168-22-ELD, for LP&L Vicksburg Substation Upgrade Equipment. This bid, in the amount of \$941,031, for the following equipment for Vicksburg substation is necessary for the new ring bus expansion and distribution feeders and includes: Concrete cable trench (360ft) for cables from Control House to equipment, isolation switches, fiber closure kits for communication, potential transformer (PTs) for voltage metering, fuses and fuse cutouts for distribution risers, surge arresters, various hardware for bus construction such as bus support post insulators, 4in aluminum bus tube structure and associated mounting hardware, elbows, couplers, and connectors. This equipment and hardware will be used to construct the new 115kV ring bus and the 25kV feeder bays to help accommodate shifting the remaining SPP load to the ERCOT grid.
22. Consider a resolution ratifying Purchase Order 21403609 by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc., for Distribution Transformers. A critical business need (CBN) was issued on May 11, 2022, for distribution transformers due to supply chain issues which caused a substantial decrease in supply. LP&L was able to procure one hundred and thirty (130) transformers in the amount of \$947,740.
23. Consider resolutions authorizing the Purchasing Manager, or his designee, to execute Purchase Orders, as concerns line item 7, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc.; as concerns line item 2, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Techline Inc.; as concerns line item 3 and 4 by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Texas Electric Cooperatives; as concerns line item 5 and 6, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and KBS Electrical Distributors Inc., for ITB# 7155-22-ELD, for LP&L Underground Materials. This bid, totaling \$206,579, is stock material consisting of conductor wire in pipe, fiber glass pedestals, elbows and other materials required for as needed underground development projects.
24. Adjourn.

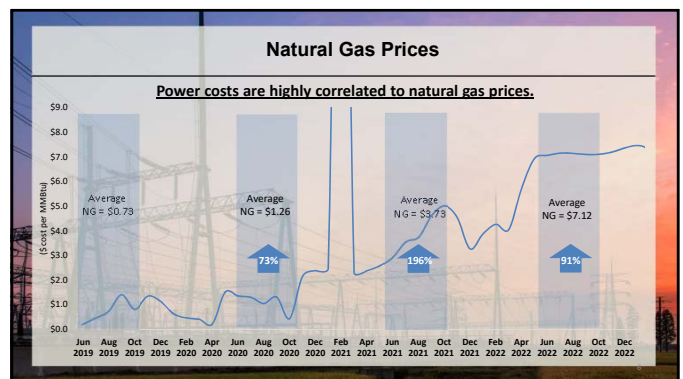
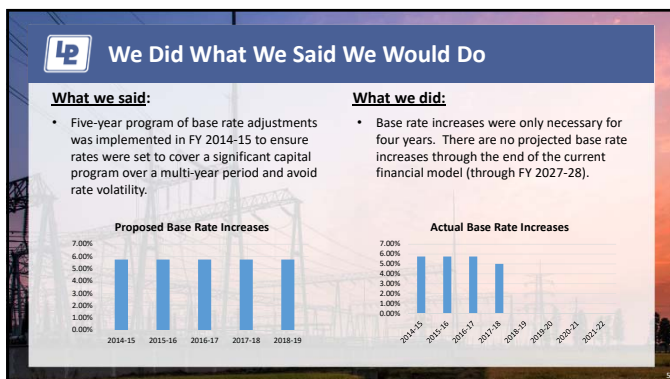
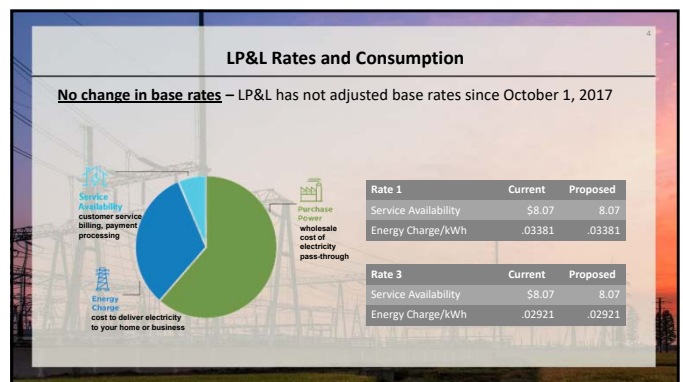
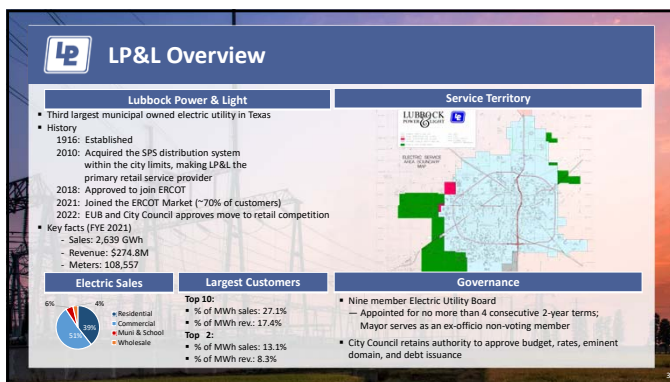
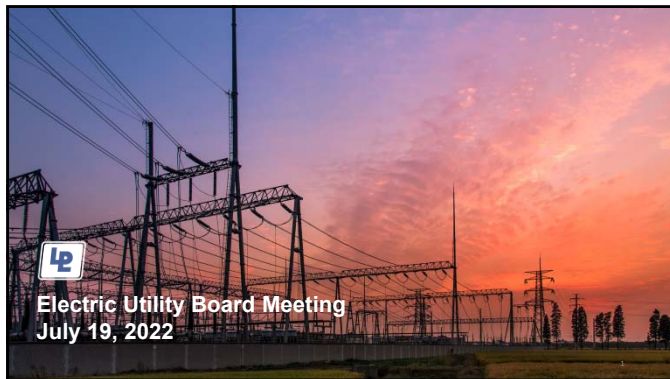
The meeting adjourned at 2:27 p.m.

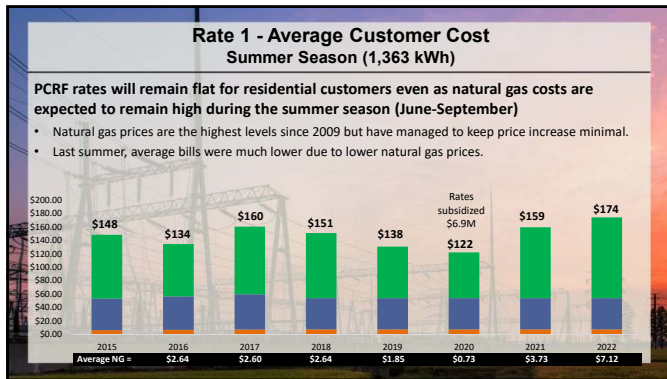
Prepared by:

Approved by:

Gwen Stafford, Secretary

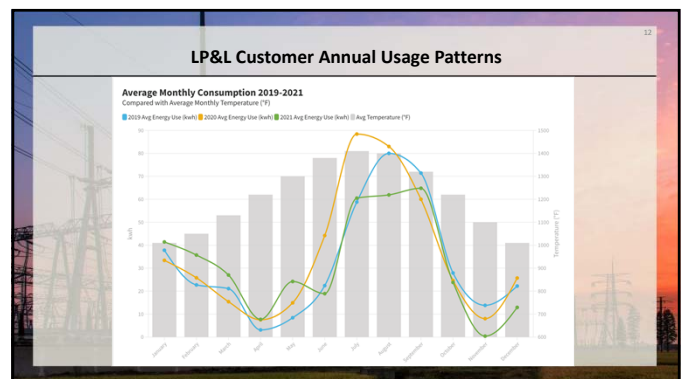
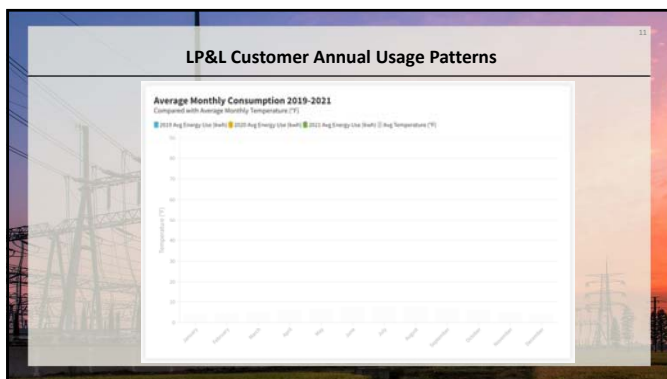
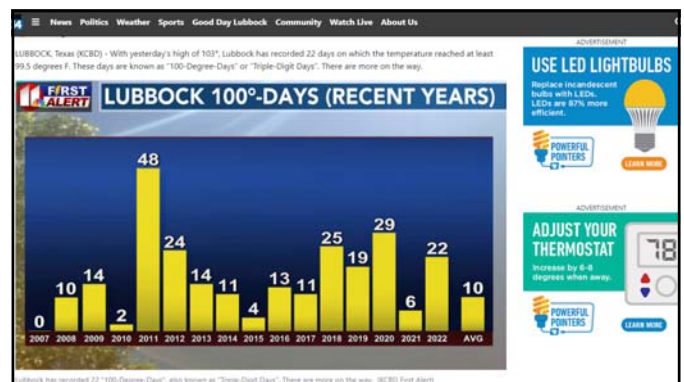
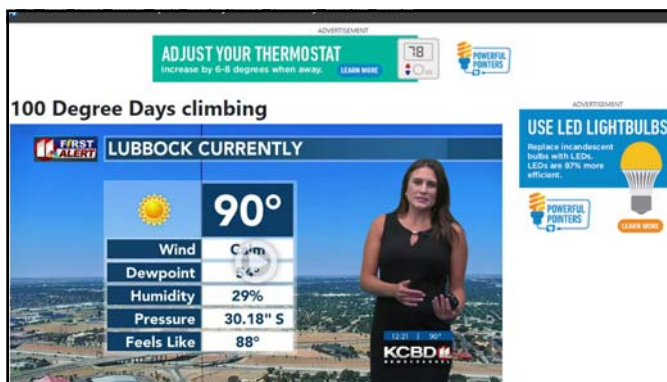
Dan Odom, Chairman

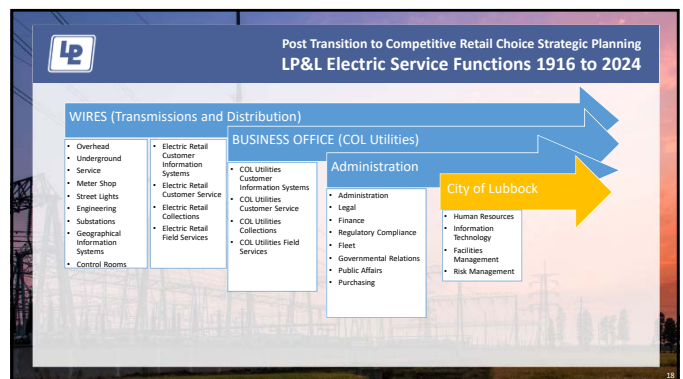
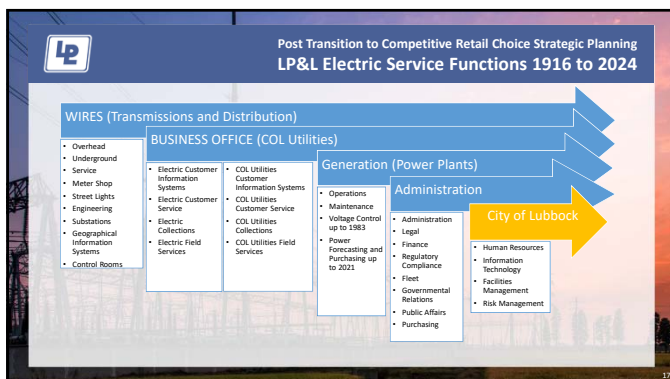
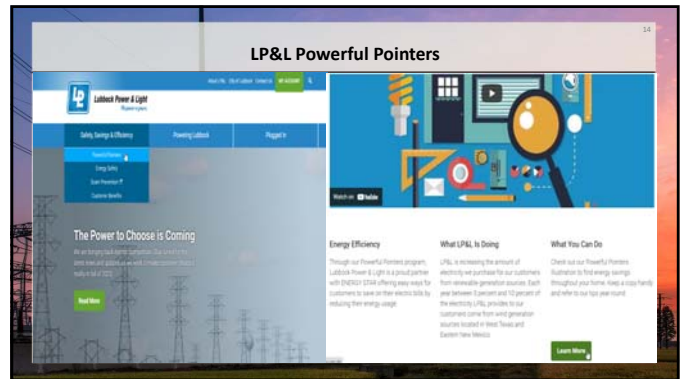
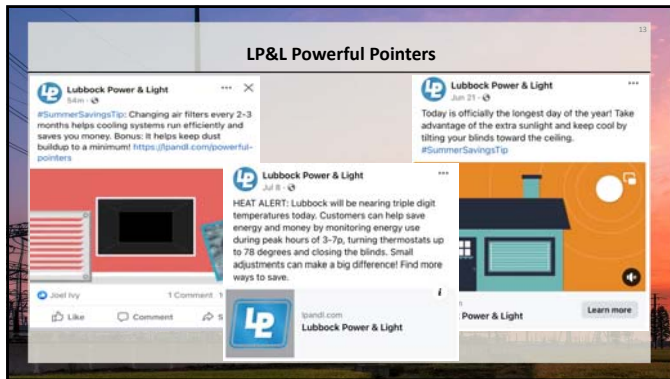




Power Cost Recovery Factor (PCRF)

Rate 1 Residential	W 20/21 726kWh	S 2021 1,363kWh	W 21/22 726kWh	S 2022 1,363kWh
Service Availability	\$ 8.07	\$ 8.07	\$ 8.07	\$ 8.07
Base Charge (\$0.0381 per kWh)	24.55	46.08	24.55	46.08
PCRF (per kWh)	48.19	104.36	63.78	119.74
Total	\$ 80.81	\$ 158.51	\$ 96.40	\$ 173.89
PCRF - cents per kwh	6.638¢	7.657¢	8.785¢	8.785¢
Total Costs - cents per kwh	11.13¢	11.63¢	13.28¢	12.76¢





Strategy Focus

Affordability	Dependability	Sustainability
The ability to maintain costs of service within established norms and board policies by applying rigorous cost control processes.	Utilizing Good Utility Practices and high performance in system reliability, billing accuracy and all other services such that we exceed our customer's expectations.	Applying the tenets of Affordability and Dependability along with solid environmental, social and governance practices to ensure the utility is a desired investment in the long run. Financial health of LP&L to contribute to the City.

Post Transition to Competitive Retail Choice Strategic Planning Process

Identify and perform a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis using an online survey* (Survey Monkey) followed by a Threats, Opportunities, Weakness, and Strengths (TOWS) analysis also using an online survey (Survey Monkey) to identify how to reduce threats, take advantage of opportunities, exploit strengths and remove weaknesses to ensure corporate Affordability, Dependability and Sustainability.

1. Organizational and Resource Needs and Changes.
2. Rate Structure Modifications
3. Strategic Goals for Transmission and Distribution Service in the Competitive Market.
4. Occupational, Performance, and Safety Metric Goals.
5. Other Needs and Changes of the Electric Utility as it Transitions to and Operates in the Competitive Retail Market.

*Up to 5 Strengths, Weaknesses, Opportunities, and Threats can be identified for each category with an estimated 35 minutes to complete the survey.

Post Transition to Competitive Retail Choice Strategic Planning Process Timeline

Timeline	Stakeholders
July 19, 2022	Begin SWOT Analysis Survey To Stakeholders
August 19, 2022	Close SWOT Survey to Stakeholders
August 22-26, 2022	Review Surveys to determine top 5 SWOT results
August 29, 2022	Begin TOWS Analysis Survey To Stakeholders
September 23, 2022	Close TOWS Analysis Survey To Stakeholders
September 26-30, 2022	Review Surveys to determine TOWS results from top 5 SWOT results
October 4, 2022	Stakeholder Strategic Planning Meeting

Post Transition to Competitive Retail Choice Strategic Planning SWOT & TOWS Framework

SWOT Analysis	Affordability, Dependability and Sustainability Positives to be Exploited	Affordability, Dependability and Sustainability Negatives to be Minimized
Internal to Organization	Strengths	Weaknesses
External to Organization	Opportunities	Threats


TOWS Analysis	External Opportunities (Use strengths to take advantage of opportunities)	External Threats (Use strengths to remove threats)
Internal Strengths (under our control)	<ul style="list-style-type: none"> Can this strength be used to take advantage of the opportunity? What actions do we need to take to make use of the strength? 	<ul style="list-style-type: none"> Can this strength reduce or remove this threat? What do we need to do to remove or reduce this threat? Is it a priority?
Internal Weaknesses (under our control)	<ul style="list-style-type: none"> Does this weakness prevent or risk this opportunity? Should we address the weakness? What actions do we need to take to remove the weakness? 	<ul style="list-style-type: none"> Which relate to each other? Are there weaknesses that result in threats? Which elements should be addressed?

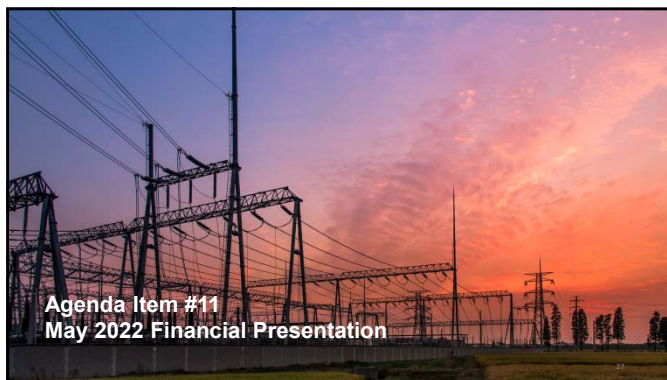
Post Transition to Competitive Retail Choice Strategic Planning Internal Strength and Weakness Examples

SWOT Analysis	Affordability, Dependability and Sustainability Positives to be Exploited	Affordability, Dependability and Sustainability Negatives to be Minimized
Internal to Organization	Strengths (Examples) <ul style="list-style-type: none"> Self generation with power plants Financial value of power plants Financial resources Community sponsorships Staffing City transfers EP&S What do we do well? What unique resources do we have? What qualities separate us from COOPs and M&Us serving Lubbock? What human resources (not in skilled and knowledgeable staff do we have? What technologies/resources do we have? What do others see as our strengths? What functions do we do well together? Funded Budget Funded CAP What functions operate by model? The functional models are working? Tracking the Lost Time Incidents (LTI) Tracking the OSHA Recordable Employee Injury Rate Tracking the Rate of Preventable Vehicle Accidents per Million Miles Increasing Internal Rates Increasing Cross-departmental informational meetings with employees Increasing Communication Net Income before Dividends Recent Large Capital Expenditure Strongly U.S.M.A. including Fuel & Generator Retail Customers/Non-Generation Employees Maintain Debt Cash on Hand Maintain Debt Coverage Ratio Tracking Debt Service Coverage Ratio (DSCR) Maintain Debt by Submittal compliance 	Weaknesses (Examples) <ul style="list-style-type: none"> No power plants Financial value of power plants Financial resources without power plants Limited community sponsorships (receiving loans, grants, etc.) Staffing effectiveness with automation and AMI City transfers RCD determinations and O&M to V&H comparisons EP&S performance targets What could we improve? What unique resources do we not have? What qualities do not separate us from COOPs and M&Us serving Lubbock? Where do we have lower human resources (not in skilled and knowledgeable staff do we not have? Where do we have lower technology resources than others? What do others see as a weakness? What functions do not do well together? Not funded in the Budget? Not funded in the CAP? What functions do not operate by model? What functional models are not working? Ways to lower Lost Time Incidents (LTI) Ways to lower OSHA Recordable Employee Injury Rate Ways to lower the Rate of Preventable Vehicle Accidents per Million Miles Outdated Progression Plans Cross-departmental time for time for meetings and meeting space Economic impacts on Communication Net Income before Dividends Declining Capital Expenditure Declining U.S.M.A. including Fuel & Generator Retail Customers/Non-Generation Employees Economic impacts on Debt Cash on Hand Economic impacts on Debt Coverage Ratio Tracking Debt Service Coverage Ratio (DSCR) Maintain Debt by Submittal compliance

Post Transition to Competitive Retail Choice Strategic Planning External Opportunity and Threat Examples

SWOT Analysis	Affordability, Dependability and Sustainability Positives to be Exploited	Affordability, Dependability and Sustainability Negatives to be Minimized
External to Organization	Opportunities (Examples) <ul style="list-style-type: none"> What opportunities are open to us? What trends could we take advantage of? What causes positive press/media coverage? Negative attitudes towards us? How to increase overall customer satisfaction rating? How to lower Write Offs 	Threats (Examples) <ul style="list-style-type: none"> What threats could harm us? What is our competition doing? Changing regulatory environment? What causes negative press/media coverage? Negative attitudes towards us? Overall customer satisfaction rating? Increased Write-Offs

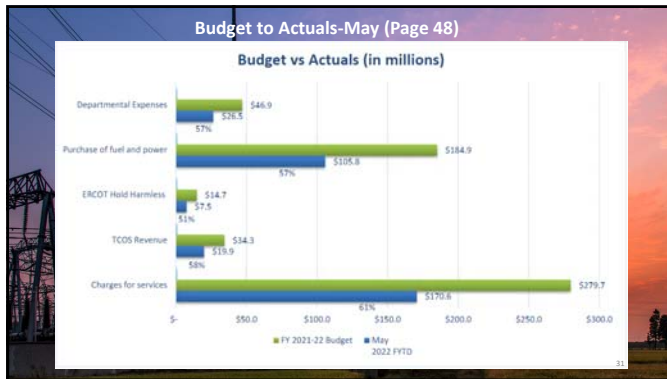
 Post Transition to Competitive Retail Choice Strategic Planning EXAMPLE: Organizational and Resource Needs and Changes		
SWOT Analysis		
Affordability, Dependability and Sustainability Positives to be Exploited		Affordability, Dependability and Sustainability Negatives to be Minimized
Internal to Organization	Dependability Strength = Organization has over 100 years experience with electric wires, business office, generation and administration functions.	
External to Organization		
TOWS Analysis		
External Opportunities (Use strengths to take advantage of opportunities)		External Threats (Use strengths to remove threats)
Internal Strengths (under our control)	<ul style="list-style-type: none"> Can this strength be used to take advantage of the opportunity? What actions do we need to take to make use of the strength? 	<ul style="list-style-type: none"> Can this strength reduce or remove this threat? What do we need to do to remove or reduce this threat? Is it a priority?
Internal Weaknesses (under our control)	<ul style="list-style-type: none"> Does this weakness prevent or risk this opportunity? Should we address the weakness? What actions do we need to take to remove the weakness? 	<ul style="list-style-type: none"> Which relate to each other? Are there weaknesses that result in threats? Which elements should be addressed?



Balance Sheet – May (Page 35)			
	May 2022	September 2021	
ASSETS			
Current assets:			
Pooled cash and cash equivalents	\$ 74,976,167	\$ 64,865,556	
Receivables, net	\$4,195,687	\$5,931,361	
Deferred Expenses - PPRF	-	2,233,897	
Interest receivable	-	493,033	
Prepaid expenses	25,000	25,000	
Inventories	1,981,977	2,159,591	
Total current assets	111,178,831	115,708,438	
Noncurrent assets:			
Restricted investments	90,150,467	111,719,405	
Prepaid expenses	969,886	1,077,775	
Total noncurrent assets	91,120,354	112,797,180	
Capital assets:			
Construction in progress	29,858,896	8,630,661	
Production Plant	87,143,091	87,143,091	
Transmission Plant	824,111,704	824,667,148	
Distribution Plant	874,470,856	872,775,229	
Regional Trains Market Oper Plant	2,767,780	2,767,780	
General Plant	56,426,616	55,229,186	
Less accumulated depreciation	(793,026,233)	(778,636,693)	
Total capital assets	161,751,052	171,776,402	
Total noncurrent assets	672,892,046	686,373,641	
Total Assets	\$ 784,070,877	\$ 802,078,079	
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refunding	\$ 314,071	\$ 314,071	
Deferred outflows from pensions	2,780,601	2,780,601	
Deferred outflows from OPEB	8,018,731	8,018,731	
Total Deferred Outflows of Resources	\$ 11,113,403	\$ 11,113,403	

Balance Sheet – May (Page 36)			
	May 2022	September 2021	
LIABILITIES			
Current liabilities:			
Accounts payable	\$ 27,847,903	\$ 33,335,370	
Deferred Revenues - PPRF/TFE Over Collection	(934,580)		
Accrued liabilities	704,836	2,668,137	
Accrued interest payable	1,816,190	3,554,735	
Customer deposits	6,394,247	7,973,213	
Compensated absences	2,099,776	2,099,776	
Notes payable	(0)	20,275,000	
Bonds payable		69,055,231	
Total current liabilities	37,028,372	106,356,462	
Noncurrent liabilities:			
Compensated absences	1,458,466	1,458,466	
Post employment benefits	23,551,349	23,551,349	
Net pension obligation	12,576,715	12,576,715	
Bonds payable	456,077,107	456,077,107	
Total noncurrent liabilities	493,663,537	493,663,537	
Total liabilities	\$ 531,590,809	\$ 599,999,999	
DEFERRED INFLOWS OF RESOURCES			
TMMIS actual vs assumption	\$ 4,096,658	\$ 4,096,658	
OPEB actual vs assumption	1,408,135	1,408,135	
Total Deferred Inflows of Resources	\$ 5,504,793	\$ 5,504,793	
NET POSITION			
Net investment in capital assets	\$ 193,461,923	\$ 182,574,119	
Restricted for:			
Debt Service	22,678,201	25,085,607	
Unrestricted	95,548,555	90,060,295	
Total Net Position	\$ 211,688,679	\$ 197,720,021	

Income Statement – May (Page 37)				
	May 2022	May 2021	May 2020 FY09	May 2019 FY08
OPERATING REVENUES				
Charges for services	\$ 23,881,188	\$ 16,202,280	\$ 171,796,820	\$ 142,356,355
Over/under collection	6,907,289	(1,261,612)	(1,139,361)	7,389,309
TDR Revenue	3,520,897	85,509	19,940,244	85,509
REGT Revenue	(8,460,683)	(7,716,540)		
Provision for bad debts	124,266	(124,603)	(145,545)	(62,455)
Total Operating Revenues	\$ 25,473,957	\$ 16,795,133	\$ 200,552,258	\$ 159,869,728
OPERATING EXPENSES				
Personnel services	1,910,894	1,910,894	15,280,278	12,476,024
Supplies	129,547	87,109	1,010,544	889,895
Maintenance	264,296	224,251	2,810,889	2,211,075
Purchase of fuel and power	21,940,880	11,187,484	385,776,411	382,008,758
Other services and charges	784,406	1,441,209	7,946,540	8,109,645
Depreciation and amortization	1,517,815	1,218,497	52,489,245	50,058,163
Total Operating Expenses	\$ 25,548,838	\$ 16,783,744	\$ 265,363,506	\$ 253,663,520
Operating Income	\$ 6,925,119	\$ 1,011,389	\$ 135,188,752	\$ 106,206,208
NON-OPERATING REVENUES/EXPENSES				
Interest income	111,276	77,861	462,089	798,712
Disposition of assets	13,768	86,857	251,289	100,581
Miscellaneous	(1,738,098)	(1,281,051)	(9,991,196)	(8,338,144)
US Bond America Bond Society				
Interest expense on bonds	(1,187,838)	(851,870)	(11,777,126)	(8,877,138)
Total Non-Operating Revenues/Expenses	\$ (2,781,122)	\$ (1,168,153)	\$ (20,455,044)	\$ (18,246,000)
Income/Expense (before contributions and transfers)	\$ 4,143,997	\$ (156,764)	\$ 114,733,708	\$ 87,960,208
Capital contributions	-	-	-	-
Transfers (to)	542,817	223,349	6,332,434	5,998,742
Transfers (by)	(227,091)	(240,290)	(8,021,446)	(1,821,847)
Transfer, net	\$ 315,726	\$ (116,941)	\$ (688,992)	\$ (823,105)
Change in Net Position	\$ 4,459,723	\$ (280,105)	\$ 108,044,716	\$ 86,137,103
Net Position - beginning	\$ 207,228,956	\$ 207,228,956	\$ 207,228,956	\$ 207,228,956
Net position, ending	\$ 211,688,679	\$ 206,948,851	\$ 315,273,672	\$ 293,366,059



Cash Flow – May (Page 38)

	May 2022	May 2022 FYTD
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 23,909,224	\$ 299,527,117
Payments to suppliers	(15,691,798)	(125,854,402)
Payments to employees	(1,952,964)	(15,292,079)
Other receipts (payments)	(1,738,088)	(9,893,159)
Net cash provided (used) by operating activities	4,526,374	44,387,486
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES		
Transfers in from other funds	142,817	8,132,434
Transfers out to other funds	(253,061)	(9,014,400)
Net cash provided (used) by noncapital and related financing activities	(110,244)	(881,965)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Purchase of capital assets	(3,400,212)	(24,567,847)
Sale of capital assets	13,783	251,355
Principal paid on bonds	-	(20,179,000)
Issuance of notes	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	-	(13,515,665)
Net cash provided (used) for capital and related financing activities	(3,386,429)	(58,107,156)
CASH FLOWS FROM INVESTING ACTIVITIES		
Sale (Purchase) of investments	4,906,917	23,566,996
Interest earnings on cash and investments	131,278	1,845,236
Net cash provided (used) by investing activities	5,038,195	25,412,232
Net increase (decrease) in cash and cash equivalents	5,668,340	10,112,410
Cash and cash equivalents - beginning of period	69,290,300	64,683,156
Cash and cash equivalents - end of period	74,958,640	74,795,566



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FY 2022-23 Proposed Operating Budget & Capital Program

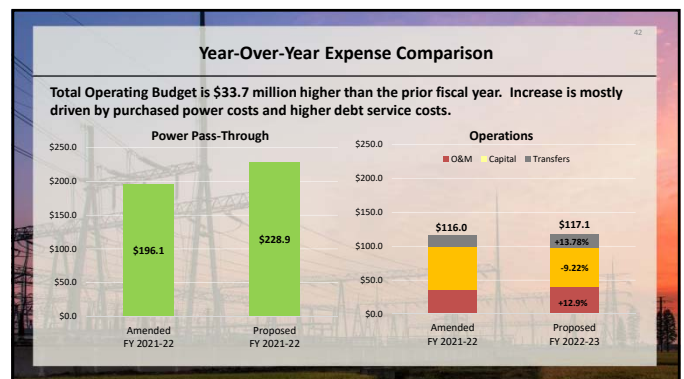
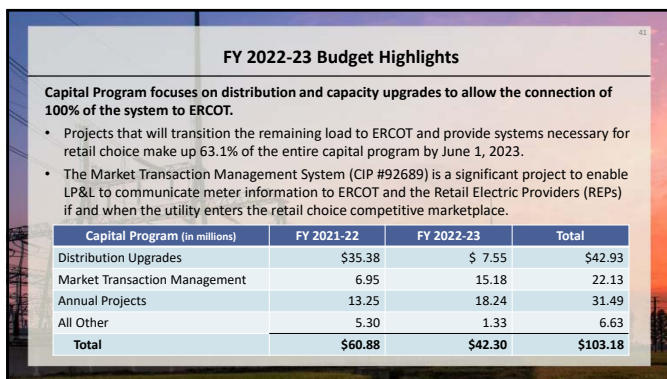
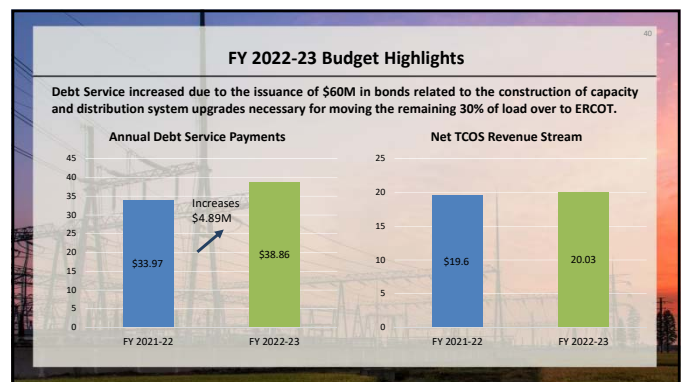
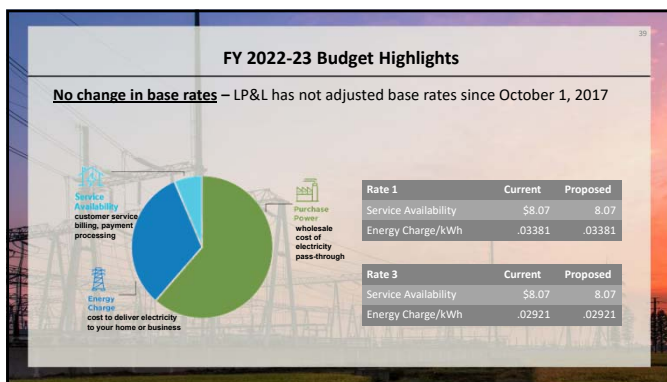
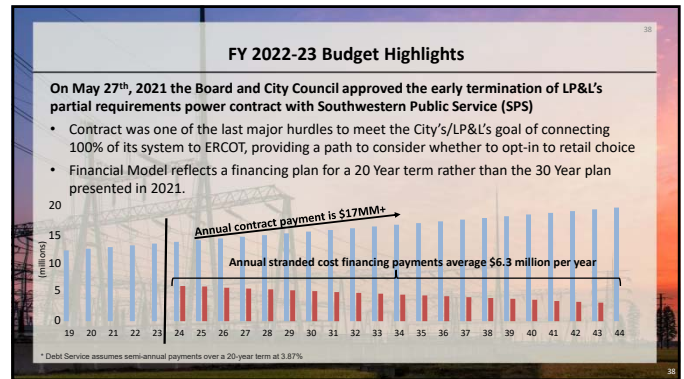
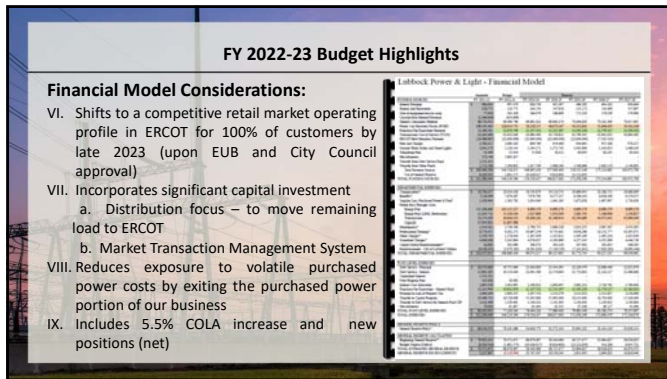
...securing the future

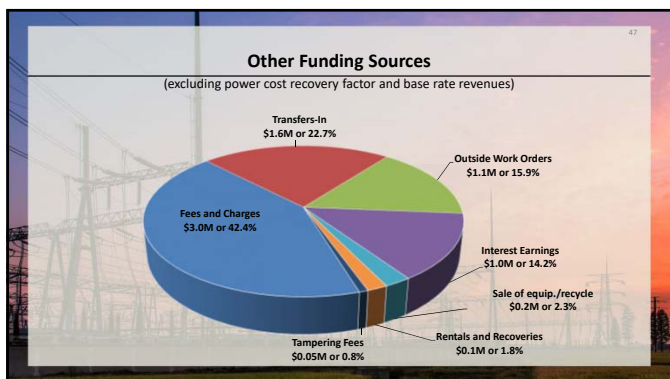
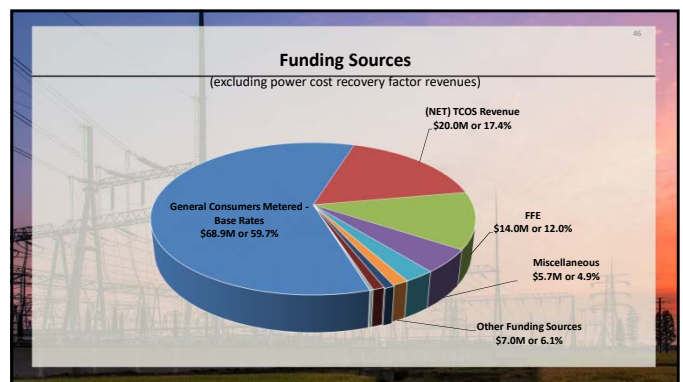
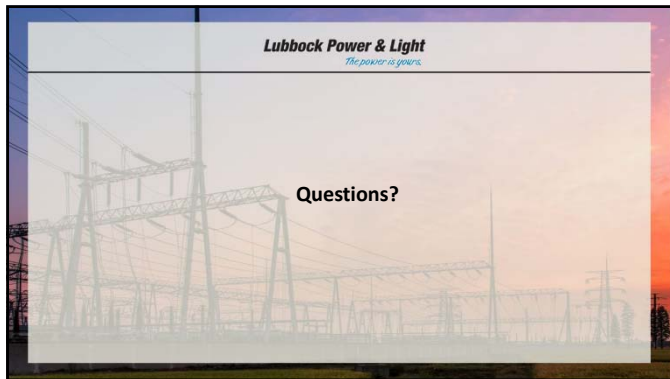
FY 2022-23 Budget Highlights

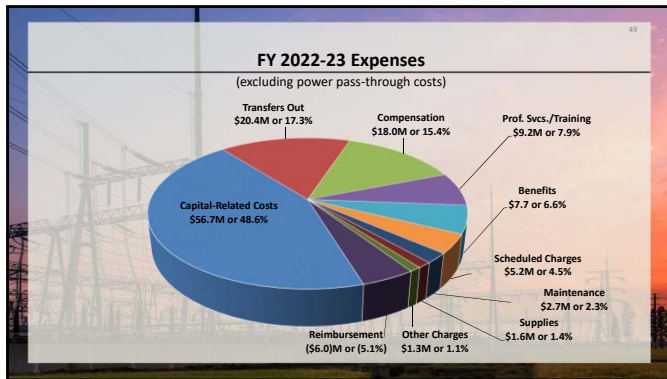
Financial Model Considerations:

- I. Estimates revenues/expenses through Fiscal Year 2027-28
- II. Anticipates no base rate adjustments
- III. General Reserves drop below Policy Level only for FY 2022-23 to seventy-nine days.
- IV. Includes principal and interest for debt service related to the transmission build-out and distribution upgrades.
- V. Increases Transmission Cost of Service (TCOS) Revenues and includes hold harmless deduction
- VI. Reduces capacity costs due to the early termination of the Partial Requirements Contract with SPS and eliminates it completely in FY 2023-24

Subhook Power & Light - Financial Model







Lubbock Power & Light
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Compensation	(in 000s)	Compensation/Benefits Changes
FY 2021-22 Operating Budget	\$19,761	
Full-time Pay	212	• Full-time pay increased due to the addition of two (2) transmission system operator positions added to the Distribution Load Dispatching department. This increase in staff results in a net saving as it eliminates the need to contract these positions. Adding these positions allows the transmission control room to be fully staffed with NERC-certified Transmission System Operators 24 hours a day per NERC standards.
OT/PT/Stability/Education Pay	120	
Terminal Pay	(32)	
COLA Increase	880	
Total Compensation	\$20,941	

Benefits	(in 000s)	Benefits
FY 2021-22 Operating Budget	\$8,219	
TMRS	193	• Terminal pay decreases based on anticipated employee retirements.
FICA	88	
Health Insurance	295	• 5.5% cost of living adjustment (COLA) increase anticipated.
Workers' Compensation	(15)	
Total Benefits	\$8,780	• Benefits increase \$561K as a result of an increase in compensation.

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Maintenance Changes

Maintenance	(in 000s)
FY 2021-22 Operating Budget	\$ 2,659
Customer Service	11
Production Maintenance	(23)
Transmission Maintenance	71
Distribution Maintenance	306
Total Maintenance	\$ 3,025

- Customer Service maintenance increased due to an increase in motor vehicle maintenance.
- Production maintenance decreased based on lower anticipated spending for structure and plant maintenance.
- Transmission maintenance increased due to higher anticipated charges for the maintenance of overhead structures, heavy movable equipment, and station equipment.
- Distribution maintenance increased due mainly to higher anticipated charges for the maintenance of overhead lines and street lights.

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Professional/Training Changes

Professional/Training	(in 000s)
FY 2021-22 Operating Budget	\$ 9,170
Regulatory Compliance	(21)
Billing System	299
Contracted Services	42
Advertising & Promotion	15
Training & Travel	80
Miscellaneous	13
Total Professional/Training	\$ 9,598

- Regulatory compliance costs decrease due to a reduction in the annual NERC/MRO assessment fee.
- Billing system increase due to inflation and additional software needed.
- Contracted services increases as a majority of our contracts have increased due to inflation.
- Advertising & Promotion increase due to anticipated higher ad buys.
- Training & Travel increase in order to maintain NERC, ERCOT, and SCADA credentials as required.
- Miscellaneous increased mainly due to increased costs for oil sampling.

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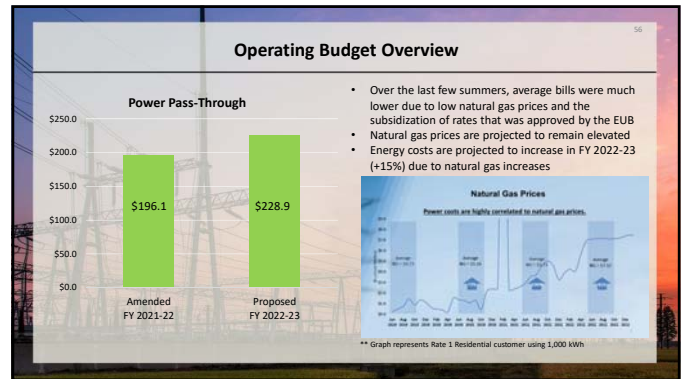
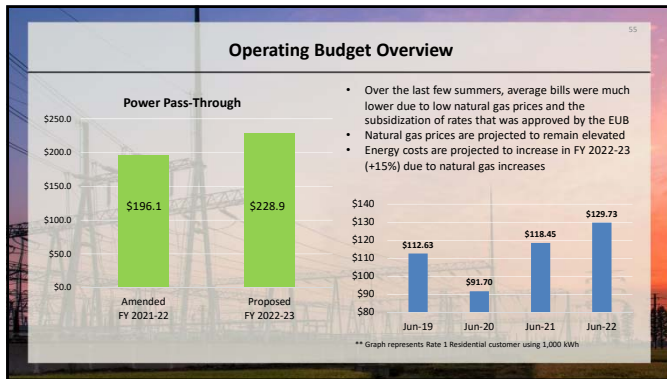
Scheduled Charges Changes

Scheduled Charges	(in 000s)
FY 2021-22 Operating Budget	\$6,942
Property and Liability Insurance	3,318
IT Services	170
Utilities	(81)
Miscellaneous	(16)
Total Scheduled Charges	\$10,333

- Property and liability insurance premiums increase due to claims, loss history, and the volatility of the insurance market. FY 2022-23 is budgeted at 18-months.
- IT services increase due to an increase in the City's IT budget.
- Utilities decrease based on lower anticipated water charges.
- Miscellaneous decreased mainly due to a decrease in communication services.

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Power Cost Recovery Factor (PCRF)



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Purchased Power

Purchased Power	FY 2021-22 Amended	FY 2022-23 Proposed	Change
Energy/Fuel	\$ 126,513,461	\$180,444,362	\$53,930,901
Transmission	52,574,199	36,838,353	(15,735,846)
Capacity	17,055,032	11,657,500	(5,397,532)
Total Purchased Power	\$ 196,142,692	\$228,940,215	\$32,797,523

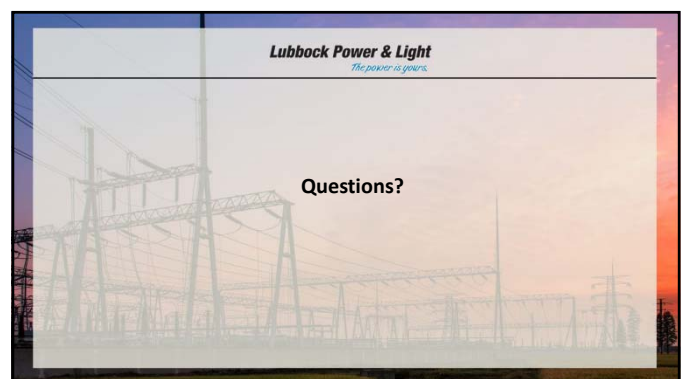
- The increase in energy/fuel is driven by anticipated higher costs of energy in the Southwest Power Pool (SPP) Integrated Marketplace and ERCOT markets due to increasing natural gas prices.
- Transmission costs decrease as LP&L paid eight months of transmission costs in SPP transmission costs (SPP costs are charged on a one-year lag).
- The decrease in capacity is related to the termination of the 170MW capacity contract on May 31, 2023.



FY 2022-23 Fund Level Expenses

- Debt Service**
Increases \$4.89 million, or 14.4 percent, due to the increase in principal and interest payments related to the issuance of revenue bonds to fund approximately \$60 million in projects. The projects funded from these bonds were primarily related to the construction of capacity and distribution system upgrades necessary for enhancing the reliability of the LP&L system, and other major system costs.

Note: An issuance of 20-year debt is expected to be issued in FY 2022-23 to fund the early termination of LP&L's partial requirements power contract with Southwestern Public Service (SPS).
- Franchise Fee Equivalent / Payment in Lieu of Property Tax**
Increases \$1.67 million and \$0.34 million respectively, or 12.7 percent, due to an increase in purchased power costs.
- Transfer to Capital**
Decreases \$8.74 million, or 34.3 percent, due to the utilization of unallocated cash from savings in closed cash-funded capital projects and a reduction in capital costs.

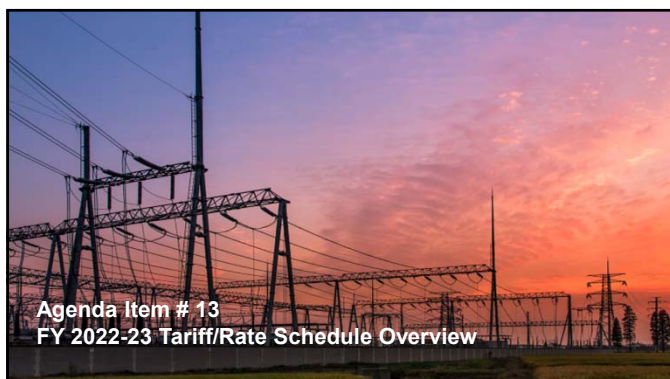
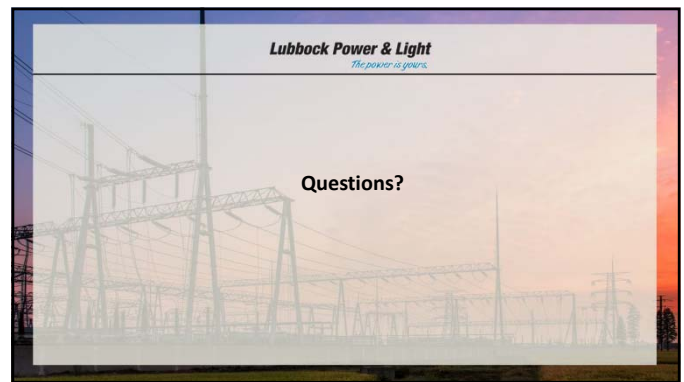




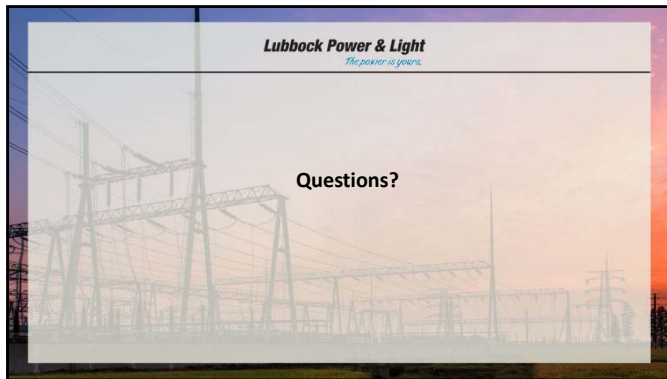
FY 2022-23 Capital Program		
#	Project	(\$ millions)
6	Annual Projects (overhead, underground, transformers, streetlights, distribution meters and system upgrade)	\$16.5
1	Transmission (Fiberoptic Communications,)	0.3
4	Distribution (4kV Distribution Conversion)	1.6
1	Vehicles	1.7
1	ERCOT Transmission/Distribution Service Provider System	15.2
2	Capacity Upgrades	5.9
3	Other (NERC CIP Security, Security Upgrade for Hill Building, USCS Expansion, COU phones)	0.8
2	Dispatch/SCADA/GIS	0.3
17	Total	\$42.3

Average annual capital program is roughly \$36M per year in the future

Significant Capital Investment					
Capital Program (\$ millions)	Approp. To Date	2022-23	2022-23 to 2027-28	Total	%
Regional / General	\$ 10.7	\$ 17.1	\$ 12.8	\$ 40.6	11.5
Distribution	102.0	24.7	112.6	239.3	67.6
Production	9.2	-	-	9.2	2.6
Transmission & Distribution	6.8	0.3	-	7.0	2.0
Transmission	8.2	0.3	49.3	57.8	16.3
Total Capital Projects	\$136.9	\$42.3	\$174.7	\$353.9	100.0



Tariff/Rate Schedule Overview	
General Overview of Changes	
<ul style="list-style-type: none"> Updated agreed payment arrangement language for clarity and conciseness disclosing that no agreements will be extended beyond September 30, 2023 as the move to retail competition is set to occur in late 2023. Added language to clarify that back-billing shall not exceed a period of six months but for instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling. Added language stating that no new customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers. Added language stating that LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities. 	



Budget Timeline

**FY 2022-23
Proposed Operating Budget
& Capital Program**

Timeline	Date
Finance Committee Presentation	July 13
Electric Utility Board Presentation	July 19
City Council Work Sessions	Aug. 2-4
City Council Budget Public Hearing	Sep. 6
City Council 1 st Reading of Ordinance	Sep. 6
City Council 2 nd Reading of Budget	Sep. 13
Beginning of FY 2022-23	Oct. 1

PROPOSED OPERATING BUDGET & CAPITAL PROGRAM

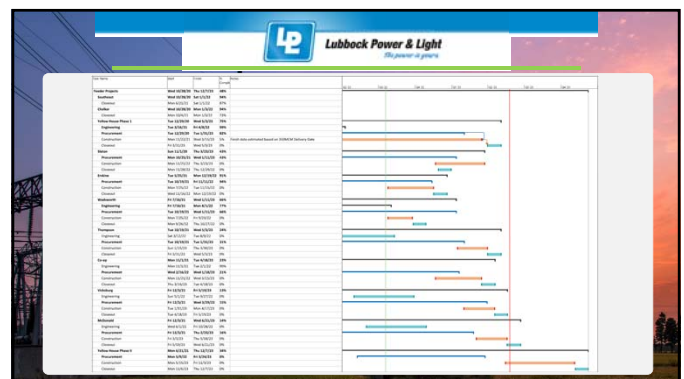
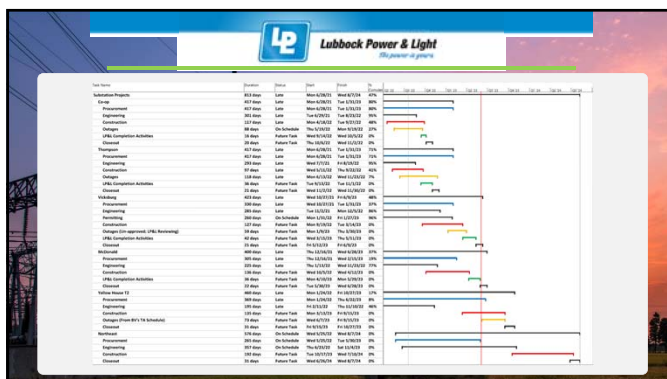
...securing the future




Distribution Projects

Move Remaining 30% of Load (148MW) from SPP to ERCOT

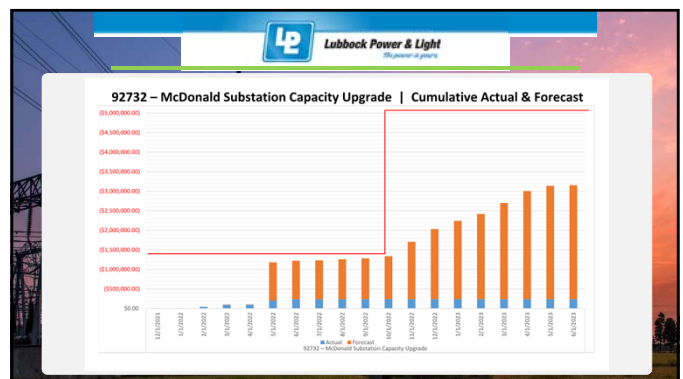
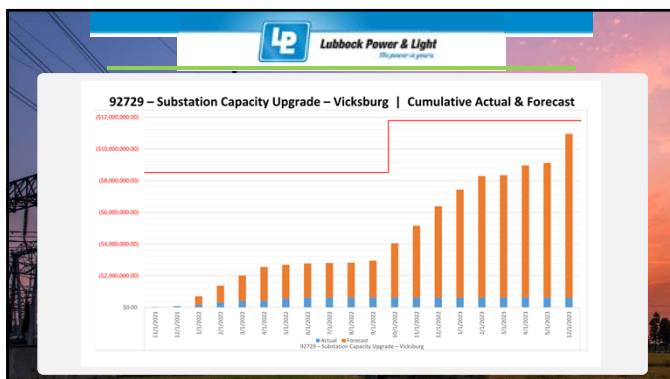
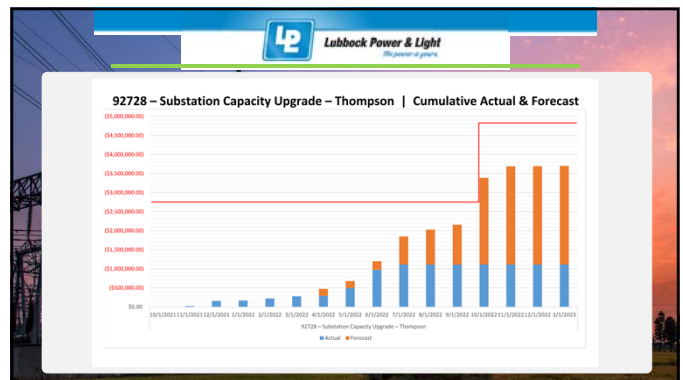
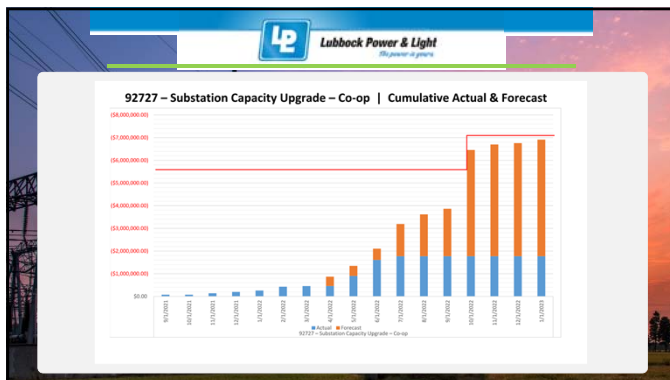
- Pick up load on 12 ERCOT substations, offloading 9 SPP substations
- 5 Substation Capacity Upgrades
 - Yellowhouse Canyon, CO-OP, Thompson, McDonald, Vicksburg
- 11 Distribution Feeder Projects
 - Easements, New build, Re-conductors, Switching, Balancing



 Lubbock Power & Light <i>Reliability is power</i>				
Substation CIP	Substation	Packages in Planning	Packages PO's Issued	% Material Delivered
92727	Co-op	0	9	84%
92728	Thompson	0	10	86%
92729	Vicksburg	4	7	1%
92732	McDonald	3	6	1%
92731	Yellow House	6	3	0%
92680	Northeast	8	1	0%

Feeder CIP	Feeder	Packages in Planning	Packages PO's Issued	% Material Delivered
92693	Southeast	0	5	100%
92693	Chalken	0	5	100%
92693	Yellow House Phase 1	0	5	100%
92693	Slaton	0	4	100%
92693	Erskine	0	5	96%
92693	Wadsworth	0	5	91%
92693	Thompson	0	3	99%
92693	Co-op	2	4	48%
92693	Vicksburg	4	2	0%
92693	McDonald	3	2	0%
92693	Yellow House Phase 2	6	0	0%

CIP	Project Name	Current Appropriation	FY 22-23 Increase	Total Appropriation	Forecasted Costs	Total Contingency
92693	Feeder Projects	\$ 11,381,674	\$ 5,172,891	\$ 16,554,565	\$ (16,054,157)	\$ 500,408
92727	Co-op	\$ 5,670,000	\$ 1,400,000	\$ 7,070,000	\$ (6,536,030)	\$ 533,970
92728	Thompson	\$ 2,740,000	\$ 2,000,000	\$ 4,740,000	\$ (3,514,031)	\$ 1,225,969
92729	Vicksburg	\$ 8,660,000	\$ 5,507,891	\$ 14,167,891	\$ (10,534,929)	\$ 3,632,962
92732	McDonald	\$ 1,410,000	\$ 3,072,890	\$ 4,482,890	\$ (3,037,441)	\$ 1,445,449
Totals		\$ 29,861,674	\$ 17,153,672	\$ 47,015,346	\$ (39,676,588)	\$ 7,338,758



**ELECTRIC UTILITY BOARD AGENDA
SPECIAL MEETING MINUTES**

July 25, 2022

4:00 P.M.

Citizens Tower

1314 Ave K

2nd Floor

Lubbock, TX 79401

Conference Rooms 201A and 201B

EUB

Gwen Stafford
Butch Davis
Jane Henry
Dan Wilson
Lewis Harvill
Eddie Schulz
Dan Odom
Solomon Fields

LP&L Staff

Joel Ivy
Blair McGinnis
Beatrice Duenez
Olivia Pierce
Chris Sims
Harvey Hall

1. Call to order.

The Chairman called the special meeting of the Electric Utility Board to order at 4:01 p.m.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items. 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 signed up for public comment.

3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market. This discussion may further include the processes, procedures, and methods used to conduct strategic planning, including but not limited to a survey, and requested input from the Electric Utility Board related to questions in the survey.

Joel Ivy presented the Board with a survey asking for preferences on completing the survey. Mr. Ivy asked board for input on peer group goals, improving customer service metrics, and future goals of LP&L. Mr. Ivy thanked Chris Sims for all his help and his staff who helped design the survey presented. Mr. Sims gave a brief breakdown of the structure of the survey. Board members Solomon Fields, Jane Henry, and Gwen Stafford, and Lewis Harvill all expressed different concerns and would like to have additional information presented at another special meeting to assist in answering the survey questions. Mr. Ivy suggested a work shop with staff to help answer questions and a special meeting on August 9th was requested by Board members to address questions.

4. Adjourn.

The meeting adjourned at 5:03 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman

**ELECTRIC UTILITY BOARD
SPECIAL MEETING MINUTES**

August 9, 2022

9:30 A.M.

Citizens Tower

1314 Ave K

2nd Floor

Lubbock, TX 79401

Conference Rooms 201A and 201B

EUB

Gwen Stafford
Butch Davis
Jane Henry
Dan Wilson
Lewis Harvill
Eddie Schulz
Dan Odom
Solomon Fields

LP&L Staff

Joel Ivy
Blair McGinnis
Beatrice Duenez
Jenny Smith
Chris Sims
Harvey Hall
Matt Rose
Clint Gardner

1. Call to order.

The Chairman called the special meeting of the Electric Utility Board to order at 9:35 a.m.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items. 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 signed up for public comment.

3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market. This discussion may further include the processes, procedures, and methods used to conduct strategic planning. Topics included in the foregoing discussion may include, but are not limited to, the following:
 - a. Feedback, input, and comments related to LP&L's 2022 Strategic Planning SWOT Analysis;
 - b. Community involvement and engagement;
 - c. LP&L's financial values and goals now and as it transitions to retail competition;
 - d. LP&L's goals for its budget now and as it transitions to retail competition;
 - e. Education and training of staff now, during, and after the transition to retail competition;
 - f. Interaction with and customer service for Retail Electric Providers;
 - g. LP&L's values and priorities now, during, and after the transition to retail competition; and

- h. Goals for outages and responses times as part of the planning process.

Joel Ivy gave a brief introduction to the meeting and thanked Chris Sims for his and his team's hard work composing the SWOT Survey. Joel asked the Board if they would like to turn in their survey or have a discussion. The board opened with engaging in discussion on various survey topics. Board members Gwen Stafford, Butch Davis, Jane Henry, and Solomon Fields all voiced strengths and weaknesses on the Organizational and Resources topic which included discussions on staff competence, balanced budget, customer service metrics, reliable and affordable service to customers, structure and strength of LP&L's Organization chart, and upper level management experience including recent staff changes. Staff communication strengths and weaknesses were discussed amongst staff and Board and was also addressed by Matt Rose. Mr. Rose informed the board of plans to continue newsletters, and meetings to help engage with customers and staff to keep communication successful now and in future. Chris Sims also expressed the need for technology communications moving forward in the transition into the ERCOT retail market transition.

Break at 10:50 a.m.

The Board reconvened at 11:04 a.m.

Chris Sims discussed the next topic on the survey including Rate Structure and how LP&L will structure rates upon entry into competition, based on a cost of service analysis. Mr. Sims also discussed with the Board the strengths and weaknesses on various topics, including reserves, residential versus commercial consumption, and an overview of what rates will look like in the retail market for customers. Mr. Sims further discussed transmission & distribution in the competitive market and demands from retail electric providers to enhance reliability. Blair McGinnis briefed the Board on field personnel and the needs to maintain generation and possible investments in transmission going forward. Mr. Sims concluded with occupational, performance and safety metric goals and metrics the Board would like to see going forward including discussions on customer service metrics, negative and positive remarks, call wait times, filters on types of call coming in by department, and goal times responding to customer issues and needs.

4. Adjourn.

The meeting adjourned at 12:27 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Dan Odom, Chairman



Lubbock Power & Light

Electric Utility Board

Report by the Director of Electric Utilities

Meeting: August 16, 2022

Public Communication Recap

Owned Media

CityofLubbockUtilities.com

On CityofLubbockUtilities.com, there was an increase in pageviews on Start, Stop or Transfer Service: 6,931 pageviews (43%), How to Read Your Bill: 545 pageviews (236%), and Process for Obtaining Water Meter: 139 pageviews (88%).

Pages	Pageviews*	% change from previous month (6/1-6/30)
Homepage	76,303	14%
One-Time Online Payments	10,547	16%
Ways to Pay	3,566	17%
Contact Us	2,412	38%

LPandL.com

Several LP&L pages saw notable percent increases in pageviews compared to last month. We likely saw an increase in pageviews for Powerful Pointers due to July being the hottest month on record and paid media driving customers to the page. We recently shared an interactive customer usage chart on the Rates page. We also recently shared a retail competition explainer video.

Notable page increases included: Rates: 1,552 pageviews (128%); Powerful Pointers: 4,633 pageviews (206%); Financial Reports: 1,697 pageviews (273%); Engineering & Construction: 920 pageviews (215%); ERCOT: 1,201 pageviews (145%); Retail Competition: 311 pageviews (214%); and Retail Competition: REPs: 88 pageviews (54%).

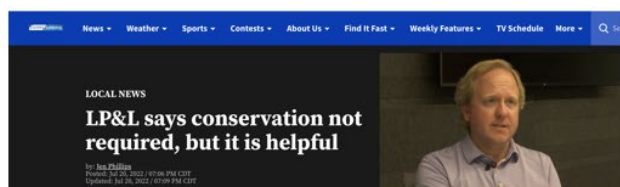
Pages	Pageviews*	% change from previous month (6/1-6/30)
Homepage	44,981	17%
Contact	4,262	56%
Power Outages	4,472	73%
Plugged In (main page)	3,229	21%

Earned Media

LP&L and COLU coverage this month focused on energy conservation and ERCOT, LP&L rates, phone scams, and two traffic accidents causing outages.

LP&L Topics:

- Conservation/Energy Savings Tips – 17
- LP&L Rates—5
- Motorist Pole Line Accident – 5



For Lubbock residents, conserving energy to prevent mass outages is a new thing to navigate

KERA | By Jayme Lozano | The Texas Tribune
Published July 15, 2022 at 11:00 AM CDT



LUBBOCK AVALANCHE-JOURNAL

Lubbock Power & Light remains confident after ERCOT conservation request



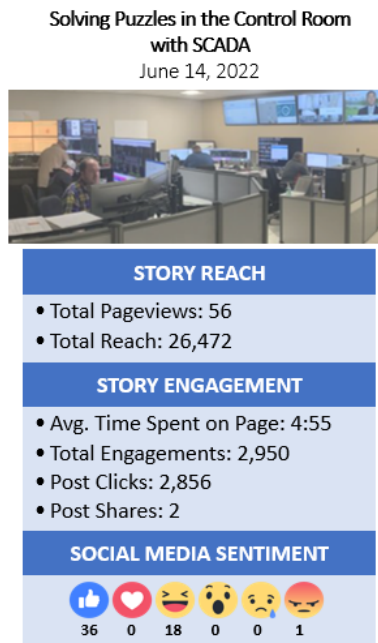
COLU Topic:

- Phone Scams – 1



Owned Media Highlights: Top Performing Content

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



Social Media

LP&L social posts focused on summer savings tips and conservation requests due to extreme heat.

City of Lubbock Utilities social posts focused on Western Union payment options, customer service tips and scams.

Social Media Follower Growth



LP&L new followers (+15 net)

The LP&L Facebook page following increased to 5,345 followers in July, 15 more than June.



LP&L new followers (+19 net)

LP&L ended the month with 1,440 total followers, 19 more than June.



COLU new followers (+11 net)

The COLU Facebook page gained 11 followers in July. COLU ended the month with 810 total followers.



COLU new followers (+8 net)

COLU ended the month with 302 total followers, which was eight more than June.

On July 21, we provided an update on the motorist pole line accident, informing customers of the situation and updating again when power was restored. The post was the highest performing with 2,570 impressions, 249 engagements and 5 shares. On July 28, we shared Meteorologist Jacob Riley's post on the record-breaking heat in Lubbock and provided Powerful Pointers tips for reducing energy use during the heat wave. The post received 1,345 impressions, 92 engagements and 8 link clicks.

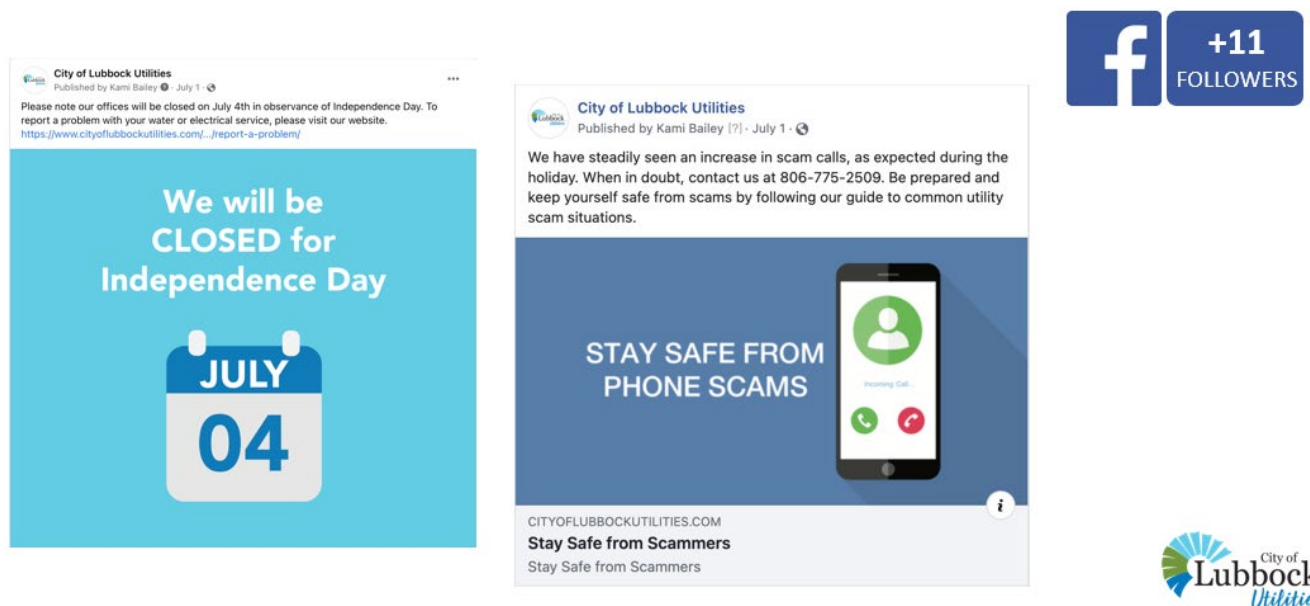


The July 18 Summer Savings Tip post received the highest impressions (1,780) with 28 engagements. The July 11 voluntary conservation post received the highest engagement rate (8.5%) with 1,579 impressions, 135 engagements and 10 retweets.



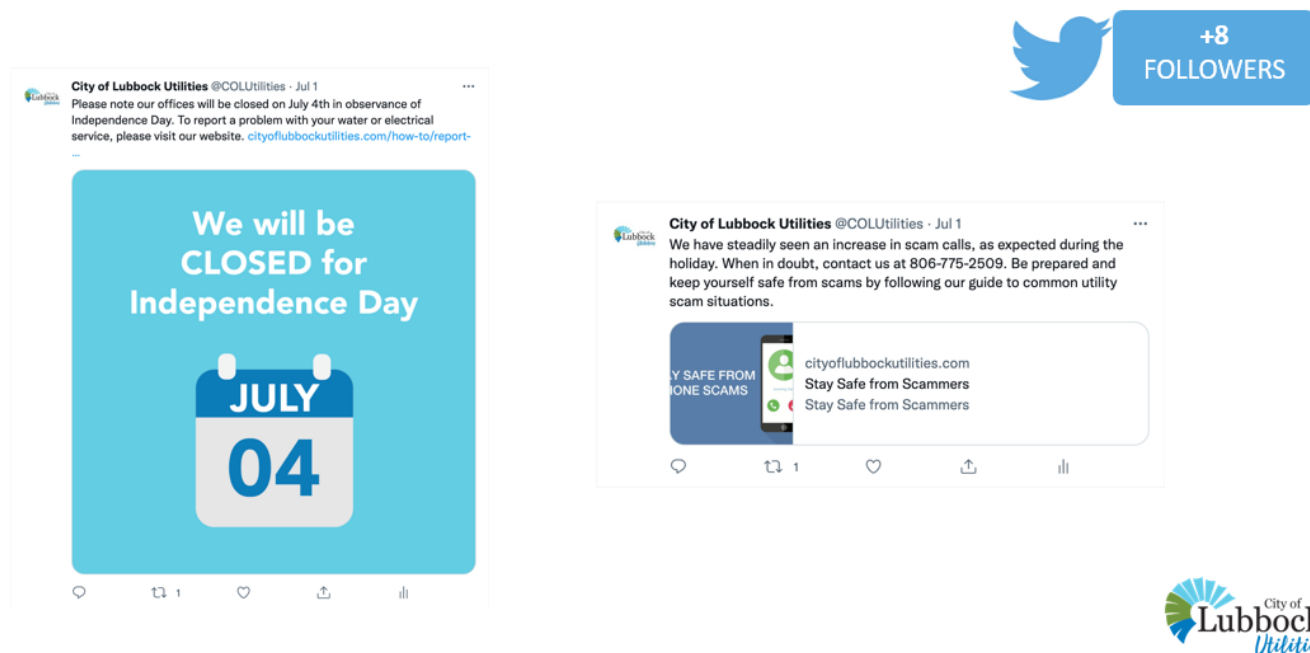
Social Media Highlights: COLU Facebook

The July 1 post about the July 4 office closure received the most impressions (497), and the July 1 post about phone scams received the second highest impressions (383).

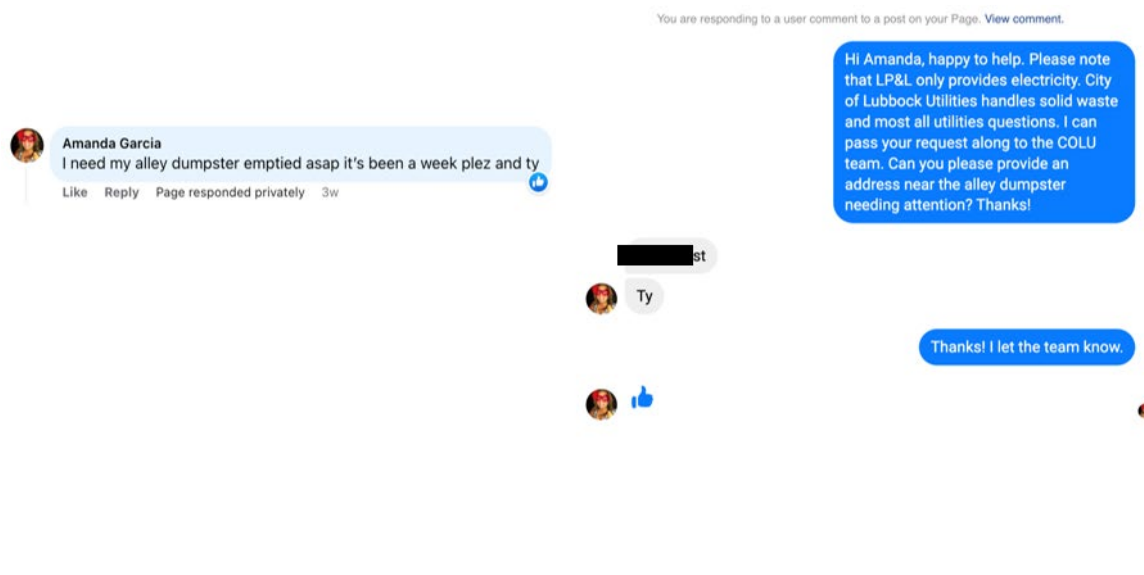


Social Media Highlights: COLU Twitter

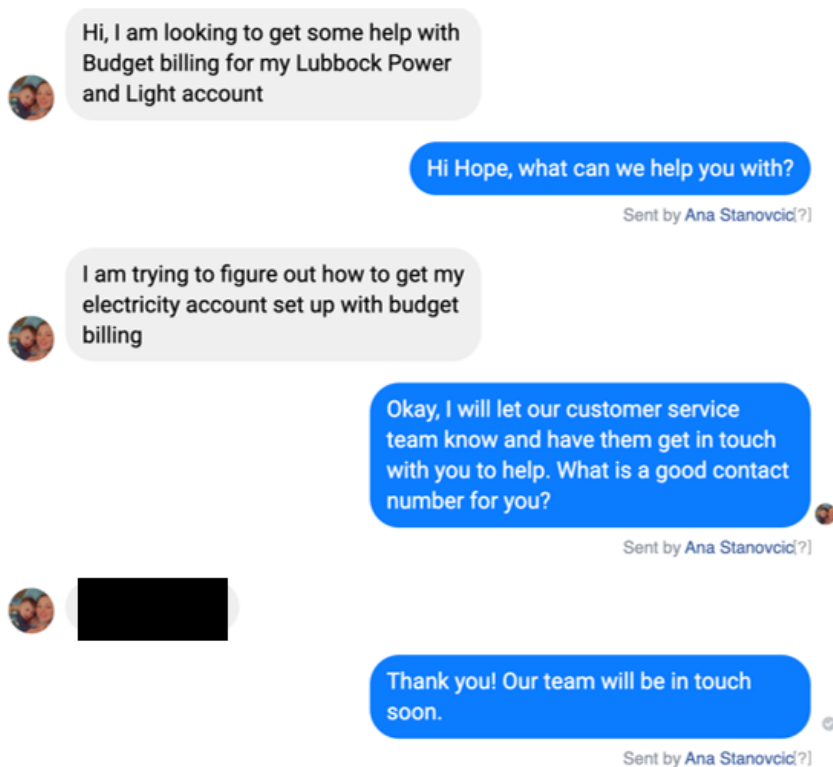
The July 1 post about the July 4 office closure received the most impressions (240). The July 1 scams post received the highest engagement rate (9%) with 156 impressions and 14 engagements.



Customer Service Highlights: LP&L Facebook



Customer Service Highlights: COLU Facebook



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
Exceptional Health Care	6401 Spur 327	BMH As-Built USA	5/21/2021	BC	750
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	Teinert Const.	7/2/2021	C	750
Just a Closet Self Storage	6310 66th St	Bright Star Electric	7/2/2021	C	300
TTU Academic Science Building	1401 Detroit Ave	Western Builders	7/2/2021	BC	2000
The Message Church Addition	5502 Auburn St	Rod Burgett Homes	7/16/2021	BC	150
The Fresh American Restaurant	3701 114th St	Lee Lewis Construction	8/6/2021	BC	500
Dave & Buster's	2620 W Loop 289	Oprex Construction	10/8/2021	BC	500
Sherwin Williams	6305 4th St	TBD	10/8/2021	ID	0
Hampton Farms Warehouse Addition (LBK Railport)	10210 N Fir Ave	TBD	10/15/2021	BC	TBD
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	BC	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	1/7/2022	BC	TBD
La Ventana Apartments (Originally Tech Village)	4515 Milwaukee Ave	TBD	1/14/2022	D	1920
Daley's Asphalt Office & Shop	420 E Lehigh St	Matt Murray	1/14/2022	ID	TBD
Gary Townhomes Addition 1-25	5023 Gary Ave	Stellar	1/14/2022	ID	334
103rd & Indiana Retail Center	10303 Indiana Ave	Rod Bergett Commercial	1/21/2022	BC	225
Circle K Convenience Store	5810 19th St	Oprex Construction	2/4/2022	ID	225
Home 2 Suites Hotel	310 Avenue Q	DD&B Construction	2/11/2022	ID	500
Murphy Express Store & Fuel Station	2501 82nd St	Estacado Interests	2/18/2022	BC	150
Circle K Convenience Store	6821 Slide Rd	TBD	2/25/2022	ID	225
Toot 'N Totum	5112 114th St	Southwest General Contractors	3/4/2022	D	TBD
Lubbock County Expo Center	2602 N University Ave	Lee Lewis Construction	3/4/2022	D	6500

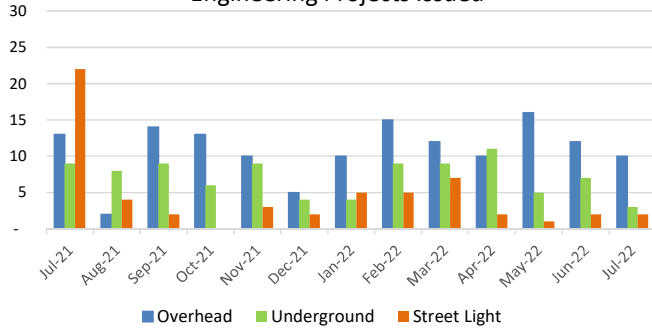
PROJECT NAME	ADDRESS	GENERAL CONTRACTOR	ACTIVE DATE	STATUS	NEW KVA
RPS Solutions - Two Story Office Building	8213 Slide Rd	Scott Self - Elite Homes	3/11/2022	ID	TBD
Texas Roadhouse	6101 Slide Rd	TBD	3/18/2022	BC	300
Pepsi Warehouse Addition	131 SE Loop 289	Emerald CM	4/1/2022	C	75
69th St Development	6609, 6613 & 6703 Milwaukee Ave	CMS Properties	4/22/2022	ID	TBD
MTZ Muffler Shop	2310 Clovis Rd	TBD	4/22/2022	ID	TBD
Toot 'N Totum	5024 Milwaukee Ave	Southwest General Contractors	4/22/2022	ID	TBD
LCU Residence Hall	24th & Dover	Collier Construction	4/29/2022	BC	TBD
Falcons Nest Apartment Community	11101 University Ave	Tigris Development	4/29/2022	ID	TBD
Rabbern Rentals	3101 114th St	TBD	5/6/2022	BC	150
Affordable Storage Lincoln 16	1606 N Frankford Ave	Be Amazing Construction	5/6/2022	ID	TBD
Green Workshops	9411 Avenue P	Goertzen Const.	5/6/2022	ID	TBD
Arnon Apartment Complex	1911 82nd St	TBD	5/13/2022	ID	TBD
Commercial Retail Building	3421 98th St	TBD	5/13/2022	ID	TBD
Adelphos Cellars	11206 Indiana Ave	TBD	5/27/2022	ID	TBD
Toot 'N Totum	2171 E Slaton Rd	Southwest General Contractors	6/3/2022	ID	TBD
Adventure Cabin	5116 29th Dr	TooGood Built Homes	6/3/2022	ID	TBD
LISD AgriSTEM Complex	102 Quaker Ave	Teinert Const.	7/1/2022	D	TBD
TTU CHACP II New Chillers	3712 10th St	TBD	7/8/2022	ID	3000
Affordable Storage Cooper Cove	11211 Indiana Ave	Be Amazing Construction	7/15/2022	BC	TBD
Lubbock County Juvenile Justice Center Addition	2025 N Akron Ave	Oprex Construction	7/22/2022	ID	0
Dutch Bros. Coffee	1711 Marsha Sharp Fwy	TBD	7/29/2022	ID	75
The Court at Overton Apts	1801 Main St	Clearview Custom Homes	7/29/2022	ID	100
Chipotle Mexican Grill	7715 Milwaukee Ave	TBD	7/29/2022	ID	75
Toot 'N Totum	601 N Slide Rd	Southwest General Contractors	7/29/2022	ID	TBD
Metric Athletic	2923 Iola Ave	Teinert Const.	8/5/2022	ID	TBD
HTeaO	5105 98th St	Bryan Benson	8/5/2022	ID	75

Total KVA: 27,779

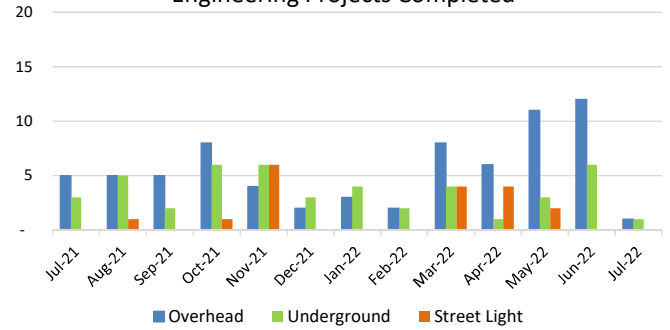
Lubbock Power & Light Distribution/Production Recap July 2022

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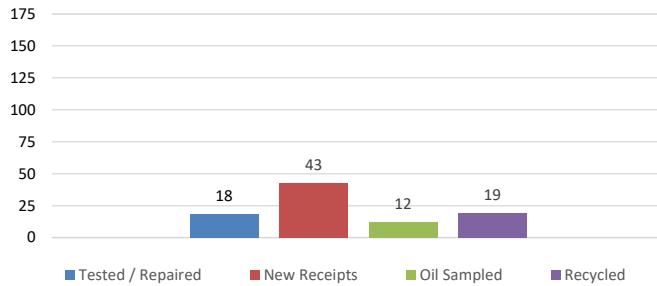
Engineering Projects Issued



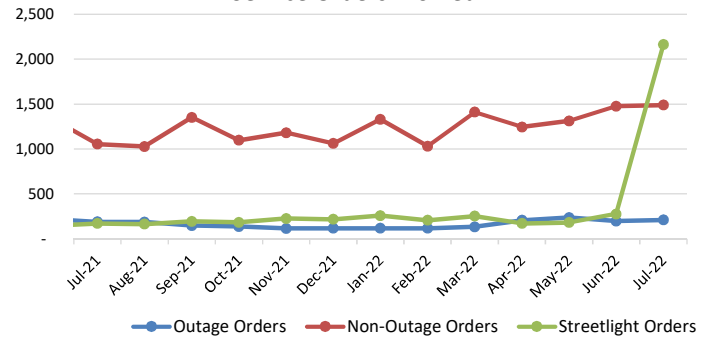
Engineering Projects Completed



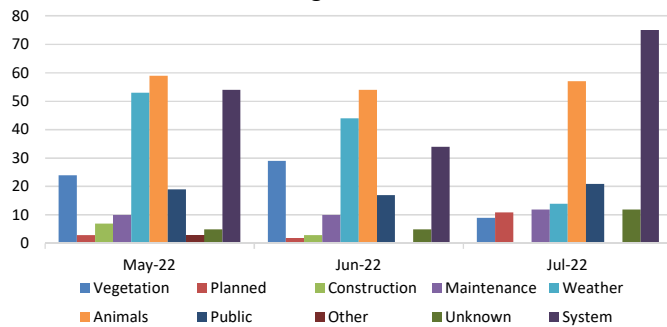
July 2022 Transformer Statistics



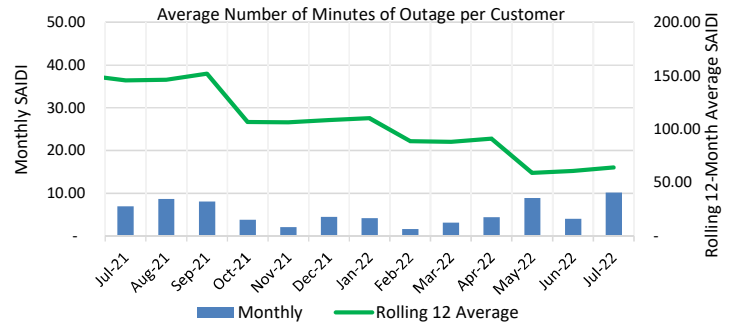
Service Orders Worked



Outage Causes



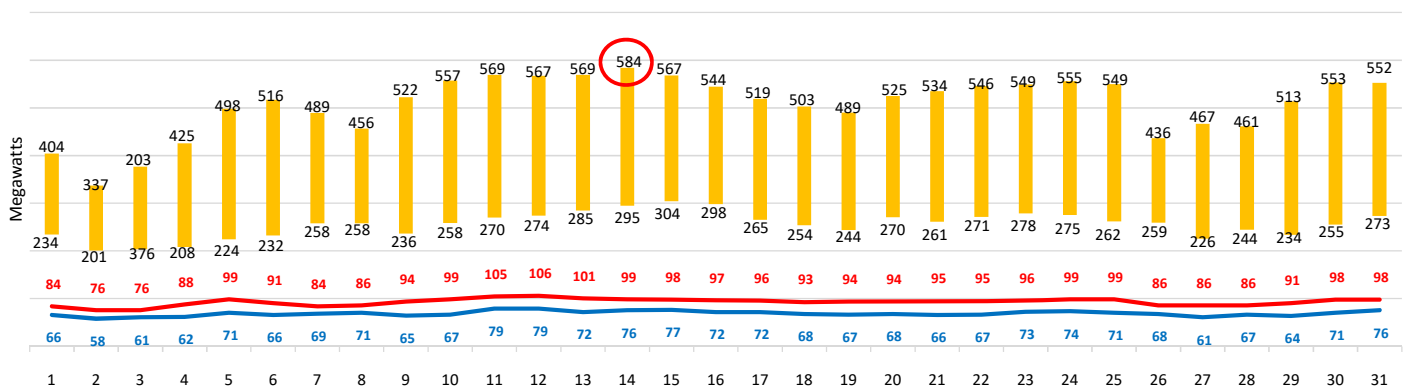
System Average Interruption Duration Index ¹



July Production Data - Daily System Load

- **Massengale** is unavailable and expected to return to service 8/15/2022.
- **Brandon** was available and was dispatched 14 days and generated 2.12 GWh.
- **Cooke GT2** was available and was dispatched 5 days and generated 0.22 GWh.
- **Cooke GT3** is unavailable and expected to return to service 10/10/2022.

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.

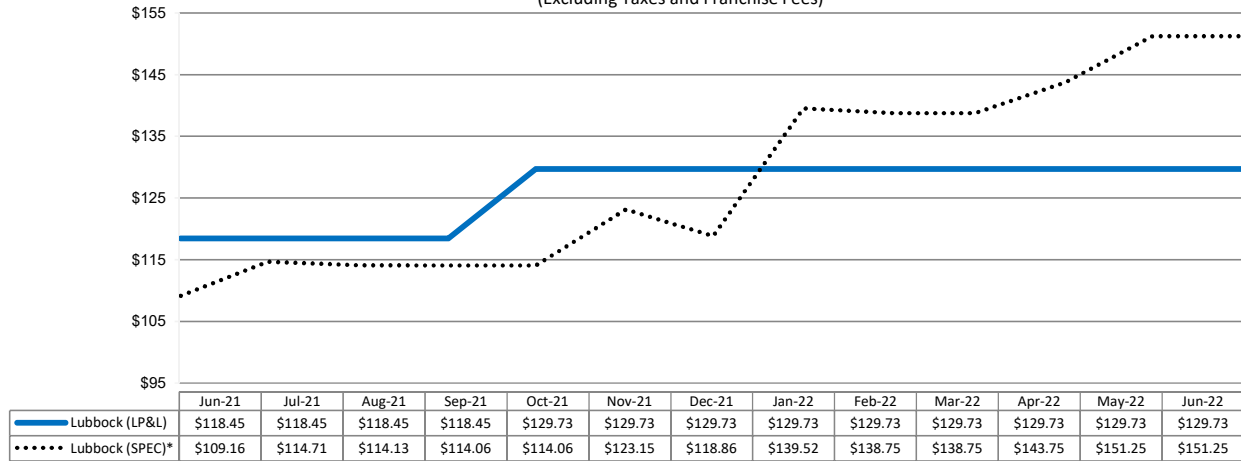
Lubbock Power & Light

Rates and Communications Statistics

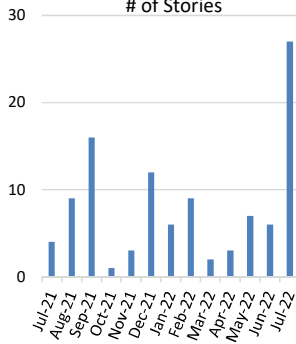
July 2022

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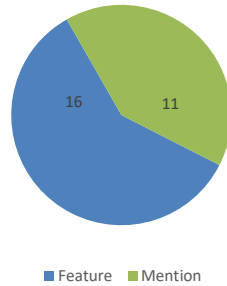
Residential Bill Amounts Using 1000 kWh
(Excluding Taxes and Franchise Fees)



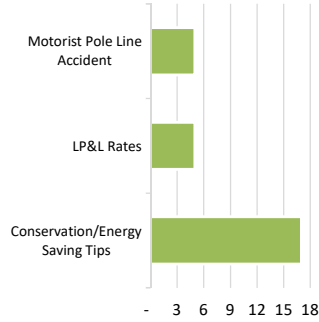
Media Coverage
of Stories



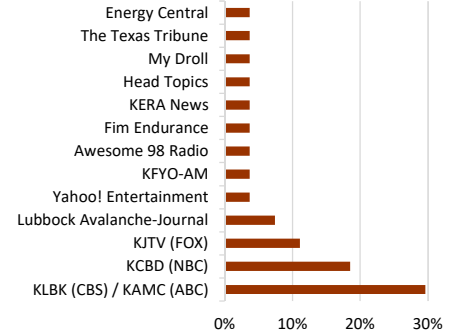
Type of Article



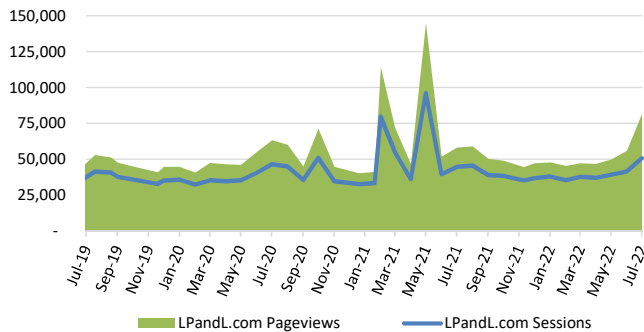
Media Topics



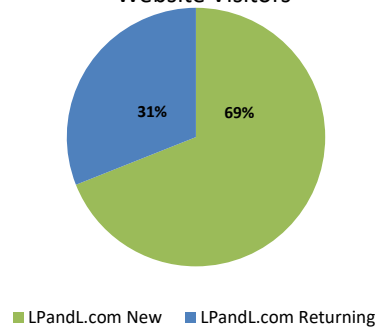
Publications



LPandL.com Sessions/Pageviews



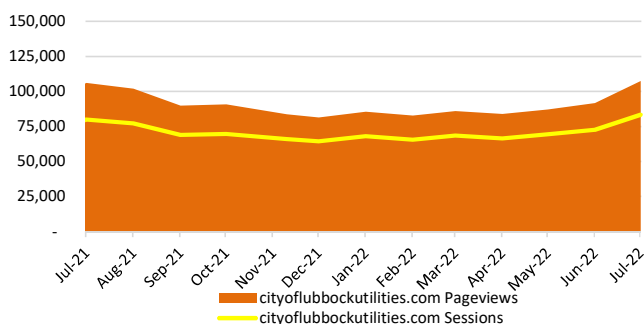
New vs. Returning LPandL.com
Website Visitors



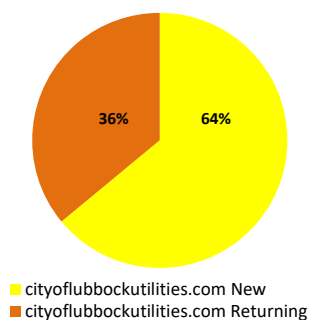
LPandL.com Pageviews
by Page

Page	Pageviews	% Chg from prior month
Home	44,981	17%
Contact Us	4,262	56%
Power Outages	4,472	73%
Plugged In	3,229	21%

cityoflubbockutilities.com Sessions/Pageviews



New vs. Returning COL Utilities
Website Visitors



cityoflubbockutilities.com
Pageviews by Page

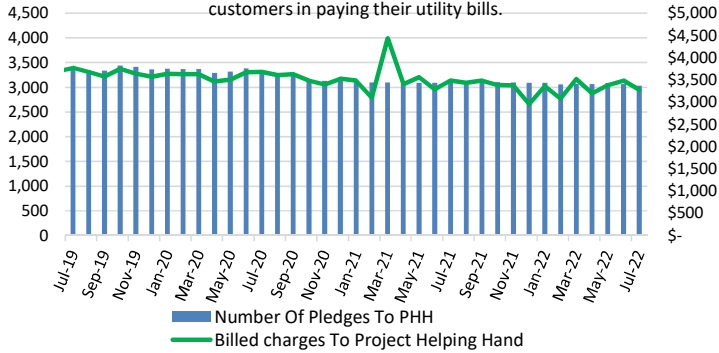
Page	Pageviews	% Chg from prior month
Home	76,303	14%
One-Time Payments	10,547	16%
Ways to Pay	3,566	17%
Contact Us	2,412	38%

City of Lubbock Utilities Customer Service Recap July 2022

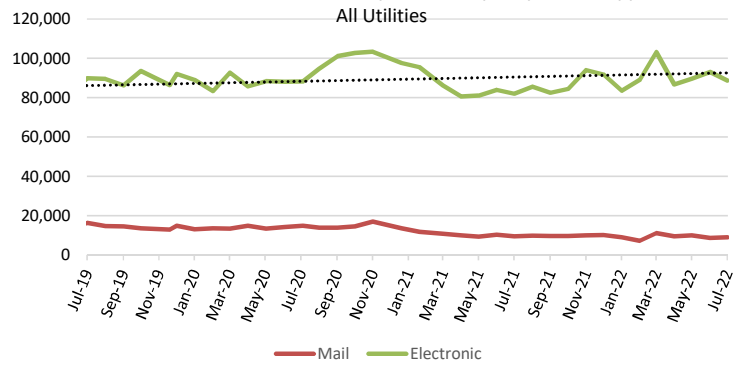
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Project Helping Hand

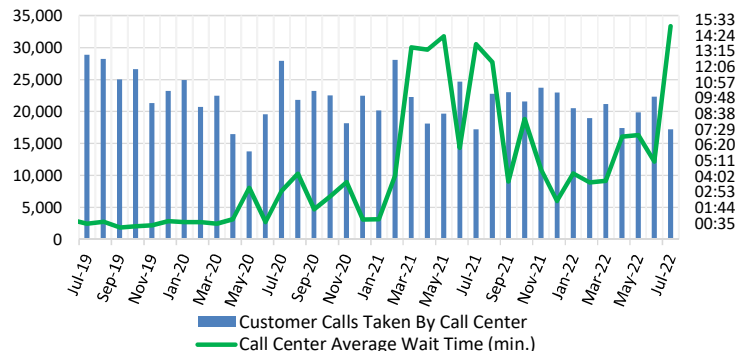
Catholic Charities of Lubbock administers this fund to assist qualifying customers in paying their utility bills.



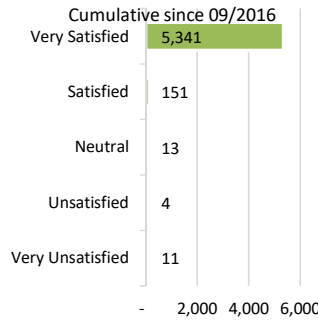
Number of Customer Payments by Payment Type



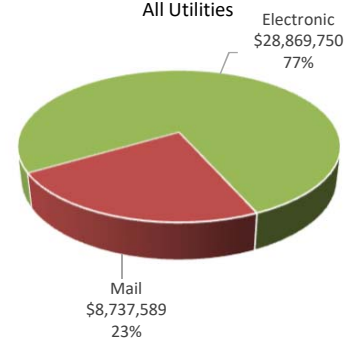
Call Center Activity



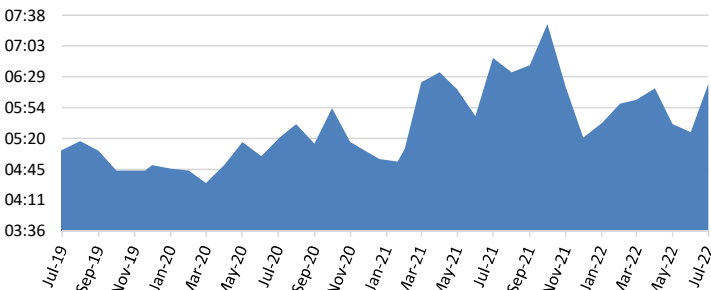
Lobby Customer Surveys (5,520)



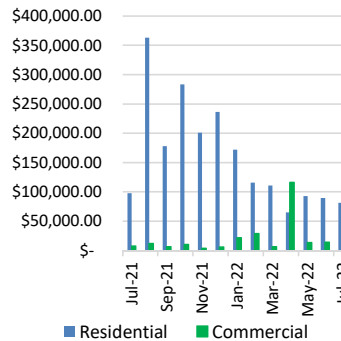
\$ Customer Payments by Payment Type



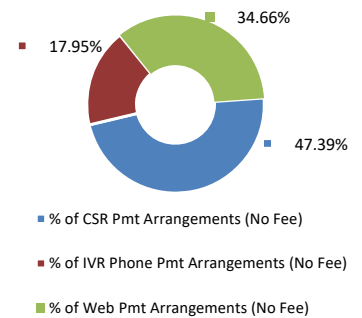
Call Center Average Handling Time (min.)



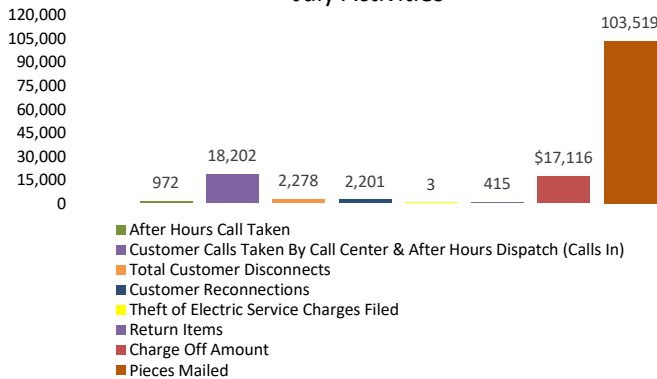
Deposit Refunds



Payment Arrangements



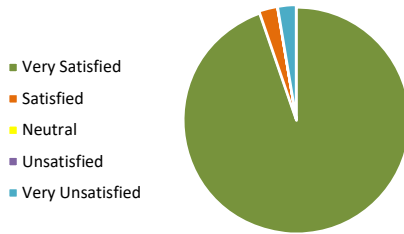
July Activities



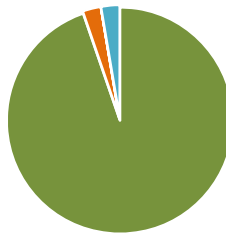
- Center calls for July totaled 17,230, a 22.84% decrease from the prior month's volume. Attendance was at 76% while Key Performance Indicators for the month of July were as follows: average wait time of 15:00 (goal < 0:30); service level of 13.16% (goal > 85.0%); and an abandon rate of 47.42% (goal 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 248,110 email notifications and 24,857 text messages, added 2,279 new subscribers, and added 219 customers to paperless billing for a total of 57,383 paperless billing customers.
- 3,836 Kiosk payments were submitted throughout the month.
- 1,878 customers were served in the lobby by CSR with an average wait time of approximately 5 minutes (tracked using the WaitWhile lobby waiting service).

City of Lubbock Utilities Customer Service Surveys July 2022

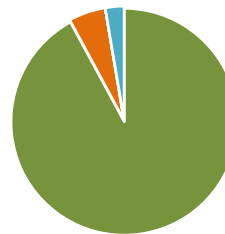
Quality of Service



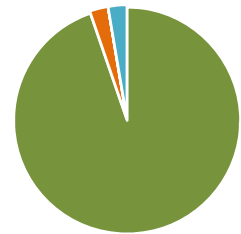
Professionalism and Courtesy



Timeliness of Service provided



Overall Experience



Date	Quality of Service	Professionalism and Courtesy	Timeliness of Service provided	Overall experience	Other comments
7/1/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy is very easy to work with.
7/7/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy is amazing. She is very knowledgeable, understanding, and very patient. She's excellent and responded with, "let me see what I can do."
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana is the best. I rarely come across such awesome people. She's polite, efficient, and has a great smile. She's absolutely the best!
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/8/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/11/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/11/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/11/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/11/2022	Very Satisfied	Very Satisfied	Satisfied	Very Satisfied	
7/11/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/12/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/13/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/13/2022	Very Unsatisfied	Very Unsatisfied	Very Unsatisfied	Very Unsatisfied	
7/13/2022	Satisfied	Satisfied	Satisfied	Satisfied	
7/14/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy, thank you so much.
7/14/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy gave great service!
7/14/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	I received excellent service!
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana is a great help!
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Everyone was nice and chatty.
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana gave excellent service!
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was very helpful and nice.
7/15/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	I got great customer service! Mandy got it done quickly.
7/19/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy was a sweet help! She answered my concerns.
7/19/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Mandy was great!
7/19/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was very helpful and friendly! The service was quick!
7/19/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was very polite and helpful!
7/20/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	This was my first time here, and Adriana explained everything and was so nice and sweet.
7/20/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was great!
7/21/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was super helpful. She made the process easy!
7/21/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana was very polite and very helpful!! She took the time to help me, even after her system crashed.
7/28/2022	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Adriana listens and pays attention and, explains everything. She made my day!

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
June 30, 2022

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	June 2022	September 2021
<u>ASSETS</u>		
Current assets:		
Pooled cash and cash equivalents	\$ 68,597,180	\$ 64,863,556
Receivables, net	42,619,777	45,931,361
Deferred Expenses - PPRF	3,102,410	2,231,897
Interest receivable	-	493,033
Prepaid expenses	25,000	25,000
Inventories	2,031,243	2,159,591
Total current assets	<u>116,375,610</u>	<u>115,704,438</u>
Noncurrent assets:		
Restricted investments	90,530,971	113,719,465
Prepaid expenses	977,775	1,077,775
	<u>91,508,747</u>	<u>114,797,240</u>
Capital assets:		
Construction in progress	30,586,930	8,630,661
Production Plant	87,143,091	87,143,091
Transmission Plant	323,667,148	323,667,148
Distribution Plant	374,507,731	372,775,229
Regional Trans Market Oper Plant	2,767,780	2,767,780
General Plant	59,002,833	55,229,186
Less accumulated depreciation	(294,537,945)	(278,636,695)
Total capital assets	<u>583,137,568</u>	<u>571,576,401</u>
Total noncurrent assets	<u>674,646,315</u>	<u>686,373,641</u>
Total Assets	<u>\$ 791,021,925</u>	<u>\$ 802,078,079</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred charge on refunding	\$ 314,071	\$ 314,071
Deferred outflows from pensions	2,780,601	2,780,601
Deferred outflows from OPEB	3,018,731	3,018,731
Total Deferred Outflows of Resources	<u>\$ 6,113,403</u>	<u>\$ 6,113,403</u>

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
June 30, 2022

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	June 2022	September 2021
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable	\$ 27,017,548	\$ 33,335,370
Deferred Revenues - PPRF/FFE Over Collection	-	-
Accrued liabilities	848,005	2,668,137
Accrued interest payable	2,955,876	3,554,735
Customer deposits	6,354,061	7,971,213
Compensated absences	2,099,776	2,099,776
Notes Payable	-	-
Bonds payable	(0)	20,275,000
Total current liabilities	<u>39,275,268</u>	<u>69,904,231</u>
Noncurrent liabilities:		
Compensated absences	1,458,466	1,458,466
Post employment benefits	23,551,149	23,551,149
Net pension obligation	12,575,715	12,575,715
Bonds payable	456,077,107	456,077,107
Total noncurrent liabilities	<u>493,662,437</u>	<u>493,662,437</u>
Total Liabilities	<u>\$ 532,937,705</u>	<u>\$ 563,566,668</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
TMRS actual vs assumption	5,406,658	5,406,658
OPEB actual vs assumption	1,498,135	1,498,135
Total Deferred Inflows of Resources	<u>\$ 6,904,793</u>	<u>\$ 6,904,793</u>
<u>NET POSITION</u>		
Net investment in capital assets	\$ 194,896,128	\$ 182,574,119
Restricted for:		
Debt Service	23,009,375	25,085,607
Unrestricted	39,387,327	30,060,295
Total Net Position	<u>\$ 257,292,830</u>	<u>\$ 237,720,021</u>

Lubbock Power and Light
Monthly Management Report
Statements of Revenues, Expenses, and Changes in Net Position
June 30, 2022

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	June 2022	June 2021	June 2022 FYTD	June 2021 FYTD
<u>OPERATING REVENUES</u>				
Charges for services	\$ 32,249,369	\$ 27,123,083	\$ 204,040,049	\$ 170,427,668
(Over)/under collection	2,080,885	4,585,096	884,984	11,980,904
TCOS Revenue	3,486,680	1,256,881	23,391,674	1,342,470
ERCOT Hold Harmless	(1,659,326)	-	(9,169,671)	-
Provision for bad debts	-	(130,434)	(495,300)	(493,121)
Total Operating Revenues	36,157,608	32,834,626	218,651,736	183,257,921
<u>OPERATING EXPENSES</u>				
Personal services	1,782,999	1,522,001	17,075,060	13,998,026
Supplies	141,472	135,581	1,152,016	1,005,572
Maintenance	409,486	322,374	2,715,155	2,343,429
Purchase of fuel and power	22,253,475	15,094,273	128,031,896	117,104,060
Other services and charges	1,376,572	1,729,615	9,286,236	9,949,260
Depreciation and amortization	1,520,805	2,705,700	16,001,250	12,790,463
Total Operating Expenses	27,484,809	21,509,542	174,261,614	157,190,810
Operating income	8,672,799	11,325,084	44,390,121	26,067,111
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	164,868	66,778	817,071	803,489
Disposition of assets	5,374	47,104	256,730	157,366
Miscellaneous	(1,951,041)	(2,508,450)	(11,944,179)	(11,024,594)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on bonds	(1,177,603)	(615,878)	(12,954,722)	(5,693,397)
Total Non-Operating Revenues (Expenses)	(2,958,401)	(3,010,446)	(23,825,101)	(15,757,136)
Income(Expenses) before contributions and transfers	5,714,398	8,314,638	20,565,020	10,309,975
Capital contributions	-	-	-	-
Transfers (In)	142,816	233,343	8,275,250	2,100,085
Transfers (Out)	(253,061)	(240,206)	(9,267,461)	(2,161,853)
Transfers, net	(110,246)	(6,863)	(992,211)	(61,768)
Change in Net Position	\$ 5,604,152	\$ 8,307,774	\$ 19,572,809	\$ 10,248,206
		\$ 74,976,166		
Net Position - beginning			\$ 237,720,021	\$ 212,067,327
Net position, ending			\$ 257,292,830	\$ 222,315,533

Lubbock Power and Light
Monthly Management Report
Statement of Cash Flows
June 30, 2022

	June 2022	June 2022 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 24,631,108	\$ 221,092,806
Payments to suppliers	(24,023,060)	(150,812,061)
Payments to employees	(1,782,999)	(17,075,060)
Other receipts (payments)	(1,951,041)	(11,944,179)
Net cash provided (used) by operating activities	<u>(3,125,992)</u>	<u>41,261,506</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	142,816	8,275,250
Transfers out to other funds	(253,061)	(9,267,461)
Net cash provided (used) by noncapital and related financing activities	<u>(110,246)</u>	<u>(992,211)</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(2,894,570)	(27,462,417)
Sale of capital assets	5,374	256,729
Principal paid on bonds	-	(20,275,000)
Issuance of notes	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(37,917)	(13,553,581)
Net cash provided (used) for capital and related financing activities	<u>(2,927,113)</u>	<u>(61,034,269)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale (Purchase) of investments	(380,504)	23,188,493
Interest earnings on cash and investments	164,868	1,310,104
Net cash provided (used) by investing activities	<u>(215,636)</u>	<u>24,498,597</u>
Net increase (decrease) in cash and cash equivalents	(6,378,986)	3,733,623
Cash and cash equivalents - beginning of period	74,976,166	64,863,556
Cash and cash equivalents - end of period	<u>68,597,180</u>	<u>68,597,180</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	8,672,799	44,390,121
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,520,805	16,001,251
Other income (expense)	(1,951,041)	(11,944,179)
Change in current assets and liabilities:		
Accounts receivable	(9,358,670)	3,311,583
Deferred Expenses - PPRF	(2,167,830)	(870,513)
Inventory	(49,266)	128,348
Accounts payable	104,226	(6,317,822)
Deferred Revenues - PPRF	-	-
Hold Harmless Payment	-	-
Accrued liabilities	143,170	(1,820,132)
Customer deposits	(40,186)	(1,617,152)
Net cash provided (used) by operating activities	<u>(3,125,992)</u>	<u>41,261,506</u>

Lubbock Power and Light
Monthly Management Report
Budget Comparison - Unaudited
as of June 30, 2022

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	FYTD 2021	Annual Budget	Variance	% of Budget Realized
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 761,230	\$ 900,041	\$ (138,811)	84.58%
Rentals and recoveries	3,771	218,771	(215,000)	1.72%
Sale of equipment/recycle scrap	256,730	77,936	178,794	329.41%
Metered Revenues				
Uncollectable Metered Revenues	(495,300)	(1,366,848)	871,548	36.24%
Base Rates	46,470,455	68,754,453	(22,283,998)	67.59%
Purchased Power (excl. over/under recovery)	145,358,399	196,165,463	(50,807,065)	74.10%
Franchise Fee Equivalent	8,937,297	12,498,381	(3,561,084)	71.51%
Transmission Cost of Service (TCOS)	23,391,674	34,285,989	(10,894,315)	68.23%
ERCOT Hold Harmless Payment	(9,169,671)	(14,666,667)	5,496,996	62.52%
Fees and charges	3,316,195	2,562,311	753,884	129.42%
Outside work orders	746,762	1,041,170	(294,408)	71.72%
Tampering fees	44,820	53,449	(8,629)	83.86%
Miscellaneous	90,463	170,732	(80,269)	52.99%
Capitalized Asset Restricted Funds	1,551,525	1,551,525	-	100.00%
Transfer from Other Funds	1,285,340	1,713,786	(428,446)	75.00%
TOTAL FUNDING SOURCES	\$ 245,941,363	\$ 303,960,492	\$ (58,019,129)	80.91%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 2,301,854	\$ 3,162,064	\$ (860,210)	72.80%
7112 - Regulatory Compliance	588,323	867,989	(279,666)	67.78%
7113 - Legal	584,714	1,494,347	(909,633)	39.13%
7211 - Conservation & Education	158,183	597,986	(439,803)	26.45%
Purchased Power				
7315 - Purchased Power	128,031,896	184,927,918	(56,896,022)	69.23%
Production				
7311 - Operations	518,263	845,751	(327,488)	61.28%
7316 - Cooke Station	700,582	1,347,324	(646,742)	52.00%
7317 - Brandon Station	498,088	1,620,073	(1,121,985)	30.74%
7318 - Massengale Station	3,259,611	7,529,014	(4,269,403)	43.29%
Distribution				
7411 - Supervision & Engineering	519,976	616,572	(96,596)	84.33%
7412 - Underground Lines	2,362,728	3,136,688	(773,960)	75.33%
7413 - Overhead Lines	3,075,666	2,839,782	235,884	108.31%
7414 - Load Dispatching	1,238,967	2,113,160	(874,193)	58.63%
7415 - Customer Service	2,513,794	3,580,248	(1,066,454)	70.21%
7416 - GIS	549,662	913,281	(363,619)	60.19%
7417 - Substations	1,335,544	1,660,333	(324,789)	80.44%
7418 - Engineering & Construction Mgmt	306,293	493,555	(187,262)	62.06%
7419 - Meter Shop	556,221	747,090	(190,869)	74.45%
7421 - Street Lights	1,368,002	1,729,861	(361,859)	79.08%
Transmission				
7611 - Supervision & Engineering	863,860	1,107,735	(243,875)	77.98%
7613 - Overhead Lines	874,147	1,269,472	(395,325)	68.86%
7614 - Load Dispatching	963,961	1,720,924	(756,963)	56.01%
7617 - Substations	463,530	490,776	(27,246)	94.45%
Customer Service				
7423 - Field Services	1,243,526	2,190,551	(947,025)	56.77%
7512 - Customer Information Systems	4,066,349	5,372,611	(1,306,262)	75.69%
7514 - Customer Service	2,730,771	3,924,007	(1,193,236)	69.59%
7515 - Collections	1,117,130	1,698,067	(580,937)	65.79%
Reimbursement - City utilities & credit cards	(4,611,146)	(6,148,191)	1,537,045	75.00%
TOTAL COST CENTER EXPENSES	\$ 158,180,495	\$ 231,848,988	\$ (73,668,492)	68.23%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 32,180,438	\$ 33,976,285	\$ (1,795,847)	94.71%
Capitalized Interest	1,551,525	1,551,525	-	100.00%
Note Program fees	137,916	323,628	(185,712)	42.62%
Transmission System Inventory	486,653	-	486,653	0.00%
Transfers:				
Indirect cost allocation	1,421,496	1,895,328	(473,832)	75.00%
Payment in lieu of property tax	1,917,823	2,649,199	(731,376)	72.39%
Payment in lieu of franchise fee	9,589,116	13,245,996	(3,656,880)	72.39%
Cash funded electric capital	19,102,298	25,469,731	(6,367,433)	75.00%
Transfer to Debt Service for General Fund	856,055	1,141,406	(285,351)	75.00%
Miscellaneous Expense	85,382	79,939	5,443	106.81%
TOTAL FUND LEVEL EXPENSES	\$ 67,328,702	\$ 80,333,037	\$ (13,004,335)	83.81%
<u>TOTAL BUDGET</u>	\$ 225,509,197	\$ 312,182,025	\$ (86,672,827)	72.24%
Budget surplus/(deficit)	\$ 20,432,165	\$ (8,221,533)	\$ 28,653,698	

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2022**

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Description	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	June-22	FYTD 21-22	Adopted Budget	Funds Remaining	% of Budget Spent
ADMINISTRATION													
ADMINISTRATION													
COMPENSATION	\$ 88,128	\$ 124,428	\$ 166,847	\$ 116,686	\$ 130,206	\$ 109,616	\$ 119,497	\$ 167,439	\$ 133,297	\$ 1,156,144	\$ 1,750,525	\$ 594,381	66.05
BENEFITS	31,520	39,977	55,201	40,683	42,893	38,239	40,477	53,591	45,938	388,518	625,130	236,612	62.15
SUPPLIES	2,058	1,655	2,222	1,885	7,804	2,307	3,203	2,648	2,132	25,915	29,968	4,053	86.48
MAINTENANCE	527	2,441	429	2,363	6,929	825	1,669	1,836	4,996	22,014	28,160	6,146	78.17
PROF. SERVICES/TRAINING	41,557	147,546	30,701	86,046	7,725	47,335	14,064	60,759	48,982	484,715	347,551	(137,164)	139.47
OTHER CHARGES	2,157	507	740	486	485	487	1,016	2,037	3,363	11,277	10,300	(977)	109.48
SCHEDULED CHARGES	24,735	25,508	26,386	24,969	23,956	24,313	22,071	23,071	18,261	213,271	370,430	157,159	57.57
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 190,682	\$ 342,062	\$ 282,526	\$ 273,118	\$ 219,997	\$ 223,122	\$ 201,996	\$ 311,382	\$ 256,970	\$ 2,301,854	\$ 3,162,064	\$ 860,209	72.80
REGULATORY COMPLIANCE													
COMPENSATION	\$ 15,142	\$ 22,228	\$ 28,392	\$ 19,042	\$ 18,928	\$ 18,928	\$ 18,928	\$ 19,060	\$ 18,928	\$ 179,576	\$ 239,199	\$ 59,623	75.07
BENEFITS	5,871	8,128	10,788	7,169	7,142	7,142	7,142	7,174	7,142	67,697	90,893	23,196	74.48
SUPPLIES	430	455	471	414	372	606	541	565	727	4,580	10,263	5,683	44.63
MAINTENANCE	156	69	96	69	109	134	96	69	191	988	2,325	1,337	42.49
PROF. SERVICES/TRAINING	27,793	31,353	41,353	2,330	13,821	54,467	43,864	33,050	46,713	294,744	465,091	170,347	63.37
OTHER CHARGES	11	14	21	14	14	14	14	14	14	129	5,580	5,451	2.31
SCHEDULED CHARGES	4,514	4,496	4,488	4,539	4,508	4,512	4,514	4,505	4,530	40,608	54,638	14,030	74.32
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 53,918	\$ 66,742	\$ 85,609	\$ 33,577	\$ 44,894	\$ 85,803	\$ 75,099	\$ 64,437	\$ 78,244	\$ 588,323	\$ 867,989	\$ 279,666	67.78
LEGAL													
COMPENSATION	\$ 18,371	\$ 22,964	\$ 34,446	\$ 22,964	\$ 27,151	\$ 17,531	\$ 17,819	\$ 17,675	\$ 17,675	\$ 196,598	\$ 326,108	\$ 129,510	60.29
BENEFITS	6,274	7,585	11,654	8,281	9,299	6,121	6,191	6,156	6,156	67,716	111,576	43,860	60.69
SUPPLIES	-	78	527	-	-	54	-	-	-	660	3,080	2,420	21.42
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	545	18,943	38,218	20,813	19,821	510	8,890	2,454	184,252	294,447	1,020,610	726,164	28.85
OTHER CHARGES	-	-	-	66	-	-	-	-	-	66	1,000	934	6.60
SCHEDULED CHARGES	2,841	2,839	2,694	2,782	2,705	2,722	3,194	2,760	2,692	25,228	31,973	6,745	78.90
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 28,031	\$ 52,410	\$ 87,538	\$ 54,906	\$ 58,976	\$ 26,938	\$ 36,094	\$ 29,044	\$ 210,775	\$ 584,714	\$ 1,494,347	\$ 909,633	39.13
CONSERVATION & EDUCATION													
COMPENSATION	\$ 2,647	\$ 4,159	\$ 4,963	\$ 3,309	\$ 3,309	\$ 3,323	\$ 3,309	\$ 3,309	\$ 3,309	\$ 31,636	\$ 188,689	\$ 157,053	16.77
BENEFITS	942	1,392	1,753	1,151	1,151	1,151	1,151	1,151	1,151	10,994	72,220	61,226	15.22
SUPPLIES	64	64	64	64	64	64	64	64	64	576	818	242	70.42
MAINTENANCE	-	-	-	-	-	40	-	-	43	83	250	167	33.08
PROF. SERVICES/TRAINING	-	10,603	27,472	3,065	175,296	(139,572)	10,037	25,312	-	112,213	327,435	215,222	34.27
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	5,000	-	-
SCHEDULED CHARGES	297	297	297	297	296	296	296	309	296	2,681	3,574	893	75.02
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 3,950	\$ 16,513	\$ 34,549	\$ 7,885	\$ 180,116	\$ (134,697)	\$ 14,858	\$ 30,145	\$ 4,863	\$ 158,183	\$ 597,986	\$ 439,803	26.45
PRODUCTION													
PRODUCTION OPERATIONS & ENG.													
COMPENSATION	\$ 24,823	\$ 36,039	\$ 51,743	\$ 81,592	\$ 25,574	\$ 25,574	\$ 25,574	\$ 25,574	\$ 25,574	\$ 322,066	\$ 512,613	\$ 190,547	62.83
BENEFITS	8,966	12,375	17,659	23,560	9,522	9,525	9,528	9,528	9,528	110,191	186,536	76,346	59.07
SUPPLIES	459	761	1,287	784	495	410	100	84	73	4,453	5,500	1,047	80.97
MAINTENANCE	138	138	138	138	178	138	399	138	194	1,601	3,010	1,409	53.20
PROF. SERVICES/TRAINING	577	974	411	461	283	577	2,346	29,705	1,156	36,490	76,400	39,910	47.76
OTHER CHARGES	303	378	596	378	378	378	378	378	378	3,548	8,141	4,593	43.58
SCHEDULED CHARGES	4,435	4,439	4,434	4,434	4,434	4,434	4,438	4,433	4,433	39,914	53,551	13,637	74.53
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 39,701	\$ 55,106	\$ 76,268	\$ 111,347	\$ 40,864	\$ 41,036	\$ 42,764	\$ 69,841	\$ 41,337	\$ 518,263	\$ 845,751	\$ 327,488	61.28
PURCHASED POWER													
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	2,560,775	12,347,561	8,486,914	17,033,276	16,099,815	12,603,582	14,705,806	21,940,692	22,253,475	128,031,896	184,927,918	56,896,022	69.23
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 2,560,775	\$ 12,347,561	\$ 8,486,914	\$ 17,033,276	\$ 16,099,815	\$ 12,603,582	\$ 14,705,806	\$ 21,940,692	\$ 22,253,475	\$ 128,031,896	\$ 184,927,918	\$ 56,896,022	69.23
PRODUCTION COOKE STATION													
COMPENSATION	\$ 2,389	\$ 2,459	\$ 1,155	\$ 1,352	\$ -	\$ -	\$ -	\$ 36	\$ -	\$ 7,393	\$ 157,154	\$ 149,761	4.70
BENEFITS	869	813	406	480	-	-	-	14	-	2,583	59,410	56,827	4.35
SUPPLIES	1,006	1,145	1,193	1,296	1,068	1,314	1,073	1,662	3,056	12,812	17,544	4,732	73.03
Fuel	-	-	-	-	-	-	-	-	-	464	134,922	134,458	0
MAINTENANCE	5,554	1,699	1,530	7,851	770	1,281	550	479	587	20,299	54,959	34,660	36.93
PROF. SERVICES/TRAINING	-	189	357	167	755	3,800	310	778	-	6,356	45,650	39,294	13.92
OTHER CHARGES	4	20	-	1	-	-	-	-	-	24	1,500	1,476	1.62
SCHEDULED CHARGES	72,133	72,370	72,500	71,737	72,411	72,538	72,199	72,298	72,468	650,651	876,186	225,535	74.26
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 81,955	\$ 78,695	\$ 77,141	\$ 82,883	\$ 75,003	\$ 78,932	\$ 74,131	\$ 75,267	\$ 76,110	\$ 700,582	\$ 1,347,324	\$ 646,742	52.00

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2022**

Description	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	June-22	FYTD 21-22	Adopted Budget	Funds Remaining	% of Budget Spent
PRODUCTION BRANDON STATION													
COMPENSATION	\$ 9,914	\$ 6,122	\$ 8,918	\$ 22,230	\$ 17,179	\$ 7,284	\$ 12,227	\$ 18,916	\$ 13,164	\$ 115,954	\$ 296,234	\$ 180,280	39.14
BENEFITS	3,345	2,333	3,240	7,797	6,315	2,782	4,670	6,887	4,806	42,173	108,566	66,393	38.85
SUPPLIES	514	2,859	1,124	1,279	1,580	798	424	1,481	2,607	12,666	19,400	6,734	65.29
Fuel	-	-	-	-	-	-	-	-	-	-	674,608	674,608	-
MAINTENANCE	3,995	1,084	450	1,143	5,512	5,077	3,492	1,973	2,378	25,102	88,640	63,538	28.32
PROF. SERVICES/TRAINING	10	13,473	125	8,811	97	3,750	3,565	1,549	87	31,527	45,400	13,873	69.44
OTHER CHARGES	-	-	-	5	1	-	665	9	1	691	2,500	1,809	27.65
SCHEDULED CHARGES	29,159	27,525	27,468	29,358	29,737	28,561	27,343	29,343	26,811	255,305	384,725	129,420	66.36
CAPITAL OUTLAY	432	-	-	-	14,237	-	-	-	-	14,669	-	(14,669)	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 47,440	\$ 53,396	\$ 41,324	\$ 70,623	\$ 74,657	\$ 48,251	\$ 52,385	\$ 60,158	\$ 49,854	\$ 498,088	\$ 1,620,073	\$ 1,121,985	30.74
PRODUCTION MASSENGALE STATION													
COMPENSATION	\$ 118,565	\$ 167,533	\$ 232,314	\$ 147,884	\$ 178,166	\$ 144,695	\$ 142,711	\$ -	\$ -	\$ 1,423,590	\$ 2,001,194	\$ 577,604	71.14
BENEFITS	43,605	59,587	84,384	53,794	61,189	55,065	52,346	-	-	519,712	739,131	219,419	70.31
SUPPLIES	9,743	6,642	1,728	6,287	4,573	4,253	6,987	-	-	53,288	144,358	91,070	36.91
Fuel	-	-	-	-	-	-	-	-	-	-	2,665,850	2,665,850	-
MAINTENANCE	4,765	50,581	14,932	3,518	2,996	8,435	9,338	6,151	2,107	102,824	162,562	59,738	63.25
PROF. SERVICES/TRAINING	70	10,269	125	102,200	16,470	5,176	128,472	2,531	1,914	267,226	228,620	(38,606)	116.89
OTHER CHARGES	39	1,019	1,070	50	76	55	54	462	90	2,913	5,600	2,687	52.03
SCHEDULED CHARGES	100,587	100,445	98,630	98,911	98,318	98,270	98,012	98,283	98,601	890,057	1,581,698	691,641	56.27
CAPITAL OUTLAY	-	-	-	-	-	409,681	-	-	(409,681)	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 277,375	\$ 396,075	\$ 433,183	\$ 412,644	\$ 361,786	\$ 725,630	\$ 437,919	\$ 107,427	\$ (306,969)	\$ 3,259,611	\$ 7,529,014	\$ 4,269,404	43.29
DISTRIBUTION													
DISTRIBUTION SUPERVISION & ENG.													
COMPENSATION	\$ 29,459	\$ 33,732	\$ 43,168	\$ 29,949	\$ 30,278	\$ 29,962	\$ 25,263	\$ 30,222	\$ 31,295	\$ 283,329	\$ 290,792	\$ 7,463	97.43
BENEFITS	11,193	13,153	17,687	12,057	11,665	11,961	10,115	12,171	12,716	112,718	120,925	8,207	93.21
SUPPLIES	938	983	1,133	1,345	2,002	3,803	1,633	1,499	2,005	15,340	14,433	(907)	106.28
MAINTENANCE	414	416	315	405	942	499	295	323	512	4,120	16,799	12,680	24.52
PROF. SERVICES/TRAINING	2,320	3,172	400	1,048	410	527	2,205	95	1,048	11,226	49,635	38,409	22.62
OTHER CHARGES	693	730	756	1,966	692	9	601	818	259	6,523	8,400	1,877	77.65
SCHEDULED CHARGES	9,634	9,633	9,633	9,633	9,632	9,652	9,632	9,632	9,642	86,722	115,588	28,866	75.03
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 54,651	\$ 61,818	\$ 73,091	\$ 56,402	\$ 55,621	\$ 56,413	\$ 49,743	\$ 54,761	\$ 57,477	\$ 519,976	\$ 616,572	\$ 96,596	84.33
DISTRIBUTION UNDERGROUND LINES													
COMPENSATION	\$ 90,370	\$ 110,773	\$ 202,926	\$ 106,084	\$ 84,969	\$ 94,729	\$ 101,189	\$ 91,972	\$ 107,934	\$ 990,946	\$ 1,459,703	\$ 468,757	67.89
BENEFITS	38,243	43,582	78,164	42,134	33,876	38,159	41,390	36,783	44,233	396,564	592,767	196,203	66.90
SUPPLIES	17,733	35,832	16,676	20,173	27,658	32,961	41,918	27,715	31,882	252,549	241,395	(11,154)	104.62
MAINTENANCE	35,102	56,590	46,292	48,214	40,265	67,969	89,874	53,635	82,330	520,271	569,225	48,954	91.40
PROF. SERVICES/TRAINING	779	5,501	1,720	3,761	2,240	2,294	11,488	1,904	4,873	34,561	68,030	33,469	50.80
OTHER CHARGES	312	298	159	272	473	257	1,577	192	218	3,757	2,500	(1,257)	150.27
SCHEDULED CHARGES	15,577	18,849	19,287	21,529	21,799	19,624	17,305	15,077	15,033	164,081	203,067	38,986	80.80
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 198,116	\$ 271,425	\$ 365,224	\$ 242,166	\$ 211,281	\$ 255,992	\$ 304,742	\$ 227,278	\$ 286,504	\$ 2,362,728	\$ 3,136,688	\$ 773,960	75.33
DISTRIBUTION OVERHEAD LINES													
COMPENSATION	\$ 94,617	\$ 110,734	\$ 198,864	\$ 110,514	\$ 108,849	\$ 93,860	\$ 155,824	\$ 162,711	\$ 137,657	\$ 1,173,630	\$ 1,114,179	\$ (59,451)	105.34
BENEFITS	37,607	42,825	76,970	41,743	41,096	36,823	58,958	62,024	53,777	451,823	463,350	11,527	97.51
SUPPLIES	25,081	37,829	42,630	27,784	28,259	22,326	41,619	26,156	37,121	288,806	251,478	(37,328)	114.84
MAINTENANCE	88,003	74,233	47,287	167,992	109,225	81,976	136,369	79,271	159,907	944,262	698,499	(245,763)	135.18
PROF. SERVICES/TRAINING	1,492	7,661	6,208	5,148	9,097	2,679	17,629	1,818	11,667	63,400	117,446	54,046	53.98
OTHER CHARGES	44	195	7	680	1,543	3,487	2,392	68	67	8,484	500	(7,984)	1,696.76
SCHEDULED CHARGES	15,953	15,974	15,948	15,948	15,948	17,428	16,044	15,997	16,022	145,262	194,331	49,069	74.75
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 262,797	\$ 289,451	\$ 387,914	\$ 369,809	\$ 314,018	\$ 258,578	\$ 428,836	\$ 348,045	\$ 416,218	\$ 3,075,666	\$ 2,839,782	\$ (235,884)	108.31
DISTRIBUTION LOAD DISPATCHING													
COMPENSATION	\$ 44,893	\$ 66,038	\$ 90,396	\$ 62,808	\$ 85,591	\$ 65,661	\$ 64,952	\$ 123,891	\$ 65,189	\$ 669,419	\$ 923,272	\$ 253,853	72.51
BENEFITS	15,822	22,278	31,878	21,724	29,207	22,590	22,746	37,336	22,738	226,319	322,094	95,775	70.26
SUPPLIES	1,853	3,790	240	542	1,281	487	590	484	609	9,876	8,468	(1,408)	116.63
MAINTENANCE	807	1,304	877	935	807	899	799	896	886	8,211	12,591	4,380	65.21
PROF. SERVICES/TRAINING	1,629	40,280	51,444	36,473	31,690	3,969	34,837	31,280	595	232,195	748,550	516,355	31.02
OTHER CHARGES	582	13,177	2,748	1,145	1,472	1,862	895	2,087	3,733	27,700	14,600	(13,100)	189.73
SCHEDULED CHARGES	7,425	7,070	7,081	7,172	7,127	7,960	7,132	7,127	7,154	65,248	83,586	18,338	78.06
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 73,010	\$ 153,937	\$ 184,663	\$ 130,797	\$ 157,174	\$ 103,429	\$ 131,951	\$ 203,101	\$ 100,905	\$ 1,238,967	\$ 2,113,160	\$ 874,193	58.63
DISTRIBUTION CUSTOMER SVC.													
COMPENSATION	\$ 74,859	\$ 87,737	\$ 125,469	\$ 96,148	\$ 96,372	\$ 108,384	\$ 104,616	\$ 99,437	\$ 102,353	\$ 895,376	\$ 1,292,766	\$ 397,390	69.26
BENEFITS	26,911	31,300	44,673	32,199	32,659	36,499	35,903	34,674	34,978	309,796	462,412	152,616	67.00
SUPPLIES	10,658	15,463	6,499	10,780	13,748	19,616	30,169	19,953	19,126	146,011	134,868	(11,143)	108.26
MAINTENANCE	15,312	29,463	17,842	49,856	32,843	22,843	27,446	24,329	28,601	248,534	257,570	9,036	96.49
PROF. SERVICES/TRAINING	144	3,475	241	1,152	359	127	1,363	78	1,049	7,988	18,500	10,512	43.18
OTHER CHARGES	19,608	159,943	96,259	151,611	69,192	63,239	79,369	51,467	46,591	737,281	1,201,300	464,019	61.37
SCHEDULED CHARGES	17,485	18,111	18,189	18,896	20,582	20,418	19,102	18,267	17,757	168,808	212,832	44,024	79.31
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 164,978	\$ 345,491	\$ 309,172	\$ 360,642	\$ 265,755	\$ 271,126	\$ 297,969	\$ 248,206	\$ 250,456	\$ 2,513,794	\$ 3,580,248	\$ 1,066,454	70.21

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2022**

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Description	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	June-22	FYTD 21-22	Adopted Budget	Funds Remaining	% of Budget Spent
LP&L GIS													
COMPENSATION	\$ 28,005	\$ 35,017	\$ 49,259	\$ 31,347	\$ 34,656	\$ 37,417	\$ 30,367	\$ 32,845	\$ 35,487	\$ 314,399	\$ 498,960	\$ 184,561	63.01
BENEFITS	11,552	13,771	19,444	12,814	13,851	14,097	12,970	13,562	14,215	126,274	204,160	77,886	61.85
SUPPLIES	383	1,514	400	1,832	584	1,115	611	1,021	1,088	8,548	13,285	4,737	64.35
MAINTENANCE	-	265	20	-	50	20	347	1,315	165	2,182	2,000	(182)	109.08
PROF. SERVICES/TRAINING	297	303	186	73,577	1,825	(2,173)	781	1,549	44	76,388	154,941	78,553	49.30
OTHER CHARGES	1,725	55	83	55	311	198	1,959	288	3,485	8,159	22,829	14,670	35.74
SCHEDULED CHARGES	1,540	1,539	1,477	1,377	1,491	1,670	1,539	1,425	1,653	13,712	17,106	3,394	80.16
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 43,502	\$ 52,464	\$ 70,870	\$ 121,001	\$ 52,767	\$ 52,344	\$ 48,573	\$ 52,004	\$ 56,137	\$ 549,662	\$ 913,281	\$ 363,619	60.19
DISTRIBUTION SUBSTATIONS													
COMPENSATION	\$ 25,382	\$ 40,457	\$ 51,287	\$ 33,812	\$ 49,839	\$ 31,466	\$ 38,471	\$ 30,276	\$ 29,811	\$ 330,800	\$ 393,202	\$ 62,402	84.13
BENEFITS	10,409	15,627	20,775	13,566	19,720	12,394	14,145	11,791	11,633	130,059	156,888	26,829	82.90
SUPPLIES	3,129	4,568	15,076	5,578	7,665	5,938	8,412	7,132	9,936	67,435	100,853	33,418	66.86
MAINTENANCE	8,092	4,273	4,164	3,962	3,883	3,761	6,467	8,443	5,094	48,139	95,899	47,760	50.20
PROF. SERVICES/TRAINING	2,453	397	14,906	36,392	16,429	906	3,048	19,424	7,206	101,162	37,726	(63,436)	268.15
OTHER CHARGES	302	89	41	60	102	307	680	185	33	1,800	1,000	(800)	179.96
SCHEDULED CHARGES	72,831	72,835	72,835	73,315	72,835	72,955	72,845	72,852	72,848	656,150	874,765	218,615	75.01
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 122,597	\$ 138,247	\$ 179,084	\$ 166,686	\$ 170,473	\$ 127,727	\$ 144,069	\$ 150,102	\$ 136,561	\$ 1,335,544	\$ 1,660,333	\$ 324,789	80.44
DISTRIBUTION CONSTRUCTION & ENGR													
COMPENSATION	\$ 10,980	\$ 18,018	\$ 34,185	\$ 17,556	\$ 14,767	\$ 16,951	\$ 15,011	\$ 15,220	\$ 19,487	\$ 162,175	\$ 214,636	\$ 52,461	75.56
BENEFITS	4,763	7,095	13,858	7,122	5,961	6,741	6,332	6,544	8,256	66,671	92,765	26,094	71.87
SUPPLIES	1,249	972	1,432	1,247	2,135	2,192	2,750	2,451	2,687	17,115	19,383	2,268	88.30
MAINTENANCE	8	306	150	242	1,814	(165)	232	118	2,885	9,000	6,115	6.115	32.06
PROF. SERVICES/TRAINING	4,248	1,918	113	8,666	457	9,566	8,996	174	141	34,279	130,508	99,120	26.27
OTHER CHARGES	152	152	152	152	152	760	304	304	304	2,431	-	(2,431)	-
SCHEDULED CHARGES	2,299	2,299	2,301	2,329	2,299	2,299	2,299	2,312	2,299	20,736	27,263	6,527	76.06
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 23,698	\$ 30,760	\$ 52,191	\$ 37,313	\$ 27,585	\$ 38,344	\$ 35,924	\$ 27,122	\$ 33,355	\$ 306,293	\$ 493,555	\$ 187,262	62.06
DISTRIBUTION METER SHOP													
COMPENSATION	\$ 28,441	\$ 41,456	\$ 53,933	\$ 36,046	\$ 39,565	\$ 29,681	\$ 29,580	\$ 29,810	\$ 29,580	\$ 318,092	\$ 410,327	\$ 92,235	77.52
BENEFITS	11,289	15,610	21,122	13,961	14,808	11,576	11,552	11,608	11,552	123,076	159,400	36,324	77.21
SUPPLIES	1,961	395	1,015	1,736	1,604	2,212	460	1,372	2,221	12,975	32,873	19,898	39.47
MAINTENANCE	710	12,690	1,151	2,455	1,165	1,421	593	1,837	969	22,992	24,099	1,108	95.40
PROF. SERVICES/TRAINING	1,060	3,159	144	125	114	38	572	32	1,106	6,351	31,707	25,356	20.03
OTHER CHARGES	170	177	118	137	235	118	178	189	117	1,440	1,900	460	75.79
SCHEDULED CHARGES	5,482	5,436	5,348	5,541	5,357	5,785	5,436	5,333	5,373	49,090	64,783	15,693	75.78
CAPITAL OUTLAY	-	-	-	-	-	22,205	-	-	-	22,205	22,000	(205)	100.93
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 49,112	\$ 78,922	\$ 82,832	\$ 60,001	\$ 62,849	\$ 73,036	\$ 48,371	\$ 50,180	\$ 50,919	\$ 556,221	\$ 747,090	\$ 190,869	74.45
DISTRIBUTION STREET LIGHTS													
COMPENSATION	\$ 37,775	\$ 52,367	\$ 76,515	\$ 58,399	\$ 61,579	\$ 47,433	\$ 58,192	\$ 64,316	\$ 52,632	\$ 509,206	\$ 842,749	\$ 333,543	60.42
BENEFITS	15,110	20,723	31,730	23,629	24,413	19,996	22,577	25,230	21,356	204,763	352,161	147,398	58.14
SUPPLIES	10,773	3,927	4,145	4,820	11,191	14,854	7,378	4,318	9,612	71,018	47,467	(23,551)	149.62
MAINTENANCE	38,891	62,783	29,961	63,520	60,884	69,813	59,819	50,185	108,130	543,986	434,587	(109,399)	125.17
OTHER CHARGES	333	1,672	170	1,115	827	(476)	2,079	(550)	1,203	6,372	12,072	5,700	52.78
SCHEDULED CHARGES	22	28	42	28	28	28	396	23	132	726	-	(726)	-
CAPITAL OUTLAY	3,454	3,488	3,550	3,515	3,489	3,557	3,589	3,612	3,679	31,932	40,826	8,894	78.21
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 106,357	\$ 144,987	\$ 146,112	\$ 155,025	\$ 162,410	\$ 155,204	\$ 154,030	\$ 147,134	\$ 196,743	\$ 1,368,002	\$ 1,729,861	\$ 361,859	79.08
TRANSMISSION													
TRANSMISSION SUPERVISION & ENG.													
COMPENSATION	\$ 38,298	\$ 44,450	\$ 67,540	\$ 43,841	\$ 45,207	\$ 46,149	\$ 51,048	\$ 46,747	\$ 45,786	\$ 429,066	\$ 382,229	\$ (46,837)	112.25
BENEFITS	13,132	16,144	25,086	15,581	16,169	17,073	18,869	17,502	16,673	156,228	144,200	(12,028)	108.34
SUPPLIES	545	549	1,125	601	1,849	1,024	609	915	1,987	9,204	6,385	(2,819)	144.15
MAINTENANCE	128	383	280	180	248	977	180	97	301	2,772	1,200	(1,572)	231.04
PROF. SERVICES/TRAINING	4,076	24,238	27,178	7,223	41,684	54,995	194	37,519	17,480	214,586	508,609	294,023	42.19
OTHER CHARGES	281	351	526	642	351	351	351	351	351	3,554	-	(3,554)	-
SCHEDULED CHARGES	5,383	5,383	5,383	5,383	5,383	5,383	5,387	5,382	5,382	48,449	65,112	16,663	74.41
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 61,843	\$ 91,498	\$ 127,117	\$ 73,452	\$ 110,890	\$ 125,951	\$ 76,638	\$ 108,513	\$ 87,960	\$ 863,860	\$ 1,107,735	\$ 243,875	77.98
TRANSMISSION OVERHEAD LINES													
COMPENSATION	\$ 35,492	\$ 59,004	\$ 75,461	\$ 49,746	\$ 55,979	\$ 58,117	\$ 57,261	\$ 56,188	\$ 49,041	\$ 496,290	\$ 669,844	\$ 173,554	74.09
BENEFITS	11,339	19,115	29,264	18,463	20,693	21,000	20,960	20,528	17,942	179,303	264,678	85,375	67.74
SUPPLIES	7,025	10,815	3,113	23,125	12,454	18,928	14,788	8,249	4,708	103,205	175,650	72,445	58.76
MAINTENANCE	5,504	5,959	2,999	668	9,464	(1,375)	12,290	5,869	2,788	44,168	40,000	(4,168)	110.42
PROF. SERVICES/TRAINING	576	4,806	2,272	754	1,428	21,412	4,901	535	1,825	38,508	75,000	36,492	51.34
OTHER CHARGES	17	1,483	(15)	5,380	2,076	28	396	1,970	27	11,360	42,500	31,140	26.73
SCHEDULED CHARGES	71	88	181	166	129	166	195	158	158	1,313	1,800	487	72.93
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 60,024	\$ 101,269	\$ 113,276	\$ 98,301	\$ 102,222	\$ 118,275	\$ 110,791	\$ 93,499	\$ 76,490	\$ 874,147	\$ 1,269,472	\$ 395,325	68.86

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2022**

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Description	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	June-22	FYTD 21-22	Adopted Budget	Funds Remaining	% of Budget Spent
TRANSMISSION LOAD DISPATCHING													
COMPENSATION	\$ 30,995	\$ 42,423	\$ 70,828	\$ 45,857	\$ 20,350	\$ 45,392	\$ 46,331	\$ 44,577	\$ 46,949	\$ 393,701	\$ 639,744	\$ 246,043	61.54
BENEFITS	10,564	14,328	22,995	15,576	7,430	15,290	16,018	14,859	16,118	133,179	230,204	97,025	57.85
SUPPLIES	-	442	-	62	-	-	600	11	62	1,176	1,000	(176)	117.63
MAINTENANCE	18	-	1,486	5,806	-	-	-	-	-	7,310	10,000	2,690	73.10
PROF. SERVICES/TRAINING	14,967	65,006	107,126	44,395	37,079	15,302	40,484	27,586	54,709	406,654	795,150	388,496	51.14
OTHER CHARGES	388	1,785	977	646	299	1,738	1,031	481	3,760	11,105	1,500	(9,605)	740.35
SCHEDULED CHARGES	356	-	-	-	658	-	-	-	9,822	10,836	43,327	32,491	25.01
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 57,288	\$ 123,984	\$ 203,413	\$ 112,342	\$ 65,815	\$ 77,722	\$ 104,464	\$ 87,514	\$ 131,419	\$ 963,961	\$ 1,720,924	\$ 756,963	56.01
TRANSMISSION SUBSTATION													
COMPENSATION	\$ 24,956	\$ 26,811	\$ 40,127	\$ 31,239	\$ 15,830	\$ 31,504	\$ 28,303	\$ 27,559	\$ 30,707	\$ 257,037	\$ 287,600	\$ 30,563	89.37
BENEFITS	9,924	10,819	16,118	12,239	6,197	12,200	10,670	10,458	11,675	100,299	112,836	12,537	88.89
SUPPLIES	210	903	5,751	-	1,059	-	-	360	-	8,283	21,200	12,917	39.07
MAINTENANCE	900	608	1,091	548	-	29,690	7,057	-	1,295	41,188	31,500	(9,688)	130.76
PROF. SERVICES/TRAINING	4,895	4,010	14,879	31,334	-	839	380	45	-	56,381	37,390	(18,991)	150.79
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	250	250	-
SCHEDULED CHARGES	38	38	38	38	38	38	38	38	38	342	-	(342)	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 40,923	\$ 43,189	\$ 78,004	\$ 75,397	\$ 23,124	\$ 74,271	\$ 46,447	\$ 38,460	\$ 43,715	\$ 463,530	\$ 490,776	\$ 27,246	94.45
CUSTOMER SERVICE													
FIELD SERVICES													
COMPENSATION	\$ 58,300	\$ 78,988	\$ 101,188	\$ 85,949	\$ 61,548	\$ 58,585	\$ 57,782	\$ 58,415	\$ 52,341	\$ 613,096	\$ 1,139,658	\$ 526,562	53.80
BENEFITS	32,245	39,376	51,385	38,293	31,964	30,929	30,583	30,711	27,424	312,910	615,812	302,902	50.81
SUPPLIES	5,130	4,845	4,660	7,205	8,923	9,508	9,943	9,290	8,982	68,485	115,688	47,203	59.20
MAINTENANCE	25,730	5,837	13,124	5,024	16,296	3,960	14,004	7,245	7,955	99,175	106,354	7,179	93.25
PROF. SERVICES/TRAINING	837	373	640	162	160	25	310	11	163	2,682	9,270	6,588	28.94
OTHER CHARGES	-	-	-	-	-	-	194	-	-	194	9,861	9,667	1.97
SCHEDULED CHARGES	16,346	16,336	16,336	16,336	16,327	16,329	16,327	16,324	16,324	146,984	193,907	46,923	75.80
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 138,589	\$ 145,754	\$ 187,333	\$ 152,969	\$ 135,218	\$ 119,335	\$ 129,145	\$ 121,995	\$ 113,188	\$ 1,243,526	\$ 2,190,551	\$ 947,025	56.77
CUSTOMER INFO. SYSTEMS													
COMPENSATION	\$ 28,867	\$ 45,422	\$ 68,583	\$ 50,142	\$ 53,633	\$ 50,971	\$ 50,117	\$ 46,764	\$ 45,440	\$ 439,940	\$ 555,221	\$ 115,282	79.24
BENEFITS	12,253	17,425	28,129	19,897	20,758	20,721	21,416	19,797	19,100	179,495	250,233	70,738	71.73
SUPPLIES	209	154	182	159	164	279	160	106	82	1,495	2,893	1,398	51.69
MAINTENANCE	-	-	-	-	-	-	1,788	-	-	1,788	9,542	7,754	18.74
PROF. SERVICES/TRAINING	100,894	149,217	297,565	59,032	474,296	794,736	198,975	175,442	599,221	2,849,377	3,640,092	790,715	78.28
OTHER CHARGES	234	-	1,775	-	1,729	-	130	-	-	3,868	2,705	(1,163)	143.00
SCHEDULED CHARGES	29,350	88,170	63,467	87,638	28,105	87,957	89,048	28,460	88,190	590,386	911,925	321,539	64.74
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 171,807	\$ 300,389	\$ 457,925	\$ 218,643	\$ 576,958	\$ 956,392	\$ 361,633	\$ 270,570	\$ 752,032	\$ 4,066,349	\$ 5,372,611	\$ 1,306,262	75.69
CUSTOMER SVC.													
COMPENSATION	\$ 135,604	\$ 203,979	\$ 257,739	\$ 168,336	\$ 170,685	\$ 167,830	\$ 150,759	\$ 147,414	\$ 146,732	\$ 1,549,077	\$ 2,223,428	\$ 674,351	69.67
BENEFITS	72,853	97,625	140,607	90,378	88,892	92,727	80,332	80,515	75,884	819,813	1,195,548	375,735	68.57
SUPPLIES	1,372	311	842	684	342	1,388	1,218	404	864	7,424	16,468	9,044	45.08
MAINTENANCE	-	386	-	-	-	-	-	-	-	386	-	(386)	-
PROF. SERVICES/TRAINING	1,281	995	1,374	2,398	535	1,549	2,032	1,788	1,558	13,511	20,658	7,147	65.40
OTHER CHARGES	21	32	27	17	1,806	-	492	-	-	2,396	24,120	21,724	9.93
SCHEDULED CHARGES	36,929	41,734	36,880	36,886	37,977	37,140	36,914	36,852	36,852	338,164	443,785	105,621	76.20
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 248,060	\$ 345,063	\$ 437,469	\$ 298,700	\$ 300,237	\$ 300,632	\$ 271,747	\$ 266,973	\$ 261,890	\$ 2,730,771	\$ 3,924,007	\$ 1,193,236	69.59
COLLECTIONS													
COMPENSATION	\$ 52,647	\$ 74,819	\$ 96,212	\$ 68,081	\$ 74,125	\$ 75,162	\$ 69,066	\$ 75,406	\$ 74,180	\$ 659,696	\$ 951,506	\$ 291,810	69.33
BENEFITS	27,044	33,640	47,344	33,113	34,582	36,454	33,959	35,421	36,629	318,187	485,947	167,760	65.48
SUPPLIES	458	206	111	111	151	96	776	258	163	2,330	6,124	3,794	38.06
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	500	500	-
PROF. SERVICES/TRAINING	548	5,122	403	8,154	7,642	16,842	7,335	9,974	9,660	65,680	158,500	92,820	41.44
OTHER CHARGES	-	-	-	-	-	-	2,211	-	-	2,211	3,900	1,689	56.69
SCHEDULED CHARGES	7,658	7,640	7,651	7,654	7,681	7,732	7,729	7,640	7,640	69,025	91,590	22,565	75.36
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 88,356	\$ 121,428	\$ 151,721	\$ 117,113	\$ 124,182	\$ 136,285	\$ 121,076	\$ 128,697	\$ 128,271	\$ 1,117,130	\$ 1,698,067	\$ 580,937	65.79
LP&L FUND OPERATING EXPENSES													
COMPENSATION	\$ 1,149,921	\$ 1,558,157	\$ 2,232,457	\$ 1,540,913	\$ 1,504,334	\$ 1,416,203	\$ 1,474,197	\$ 1,435,779	\$ 1,314,547	\$ 13,918,231	\$ 19,761,530	\$ 5,843,301	70.43
BENEFITS	473,644	606,624	902,315	607,402	591,452	577,254	590,999	566,013	531,619	5,557,063	8,219,840	2,662,779	67.61
SUPPLIES	2,663,756	12,484,718	8,600,559	17,153,069	16,236,840	12,750,116	14,881,832	22,058,889	22,395,268	129,238,123	186,368,760	57,130,637	69.35
MAINTENANCE	234,752	311,509	184,613	364,887	294,379	298,216	373,103	244,209	409,609	2,715,278	2,659,271	(56,007)	102.11
Fuel	-	-	-	-	-	-	-	-	-	464	3,475,380	3,474,916	0.01
PROF. SERVICES/TRAINING	213,443	554,654	665,730	544,801	860,541	899,198	549,158	464,842	996,651	5,749,019	9,170,541	3,421,522	62.69
OTHER CHARGES	27,074	180,433	104,307	165,565	79,685	75,044	95,284	61,323	62,923	851,638	1,377,486	525,848	61.83
SCHEDULED CHARGES	486,510	552,541	522,482	550,382	493,220	551,737	542,629	481,491	543,960	4,724,953	6,942,368	2,217,415	68.06
CAPITAL OUTLAY	432	-	-	-	14,237.00	431,885.83	-	-	(409,681)	36,874	22,000	(14,874)	167.61
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 5,249,533	\$ 16,248,635	\$ 13,212,463	\$ 20,927,019	\$ 20,074,687	\$ 16,999,654	\$ 18,507,202	\$ 25,312,548	\$ 25,844,897	\$ 162,791,643	\$ 237,997,177	\$ 75,205,534	68.40

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
June 30, 2022**

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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS					% of Budget Spent
		Expenditures	Commitments	Funds Remaining	% Funds Remaining		
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 277,802	\$ -	\$ 2,073,060	88.18	11.82	
8626 Distribution Planning ¹	338,000	120,872	217,126	2	0.00	100.00	
92331 Fiberoptic Communications	2,440,000	852,142	148,357	1,439,501	59.00	41.00	
92380 Feeder Circuits - Northwest	1,184,200	1,107,457	-	76,743	6.48	93.52	
92403 69/115kV Line Rebuild: Thompson-Vicksburg	4,175,000	3,647,407	154,887	372,705	8.93	91.07	
92404 115kV Line Construction – Northwest to Mackenzie	17,964,247	17,490,404	34,056	439,787	2.45	97.55	
92405 69/115kV Line Rebuild: Chalker-Thompson	5,770,000	5,720,895	32,199	16,906	0.29	99.71	
92407 Southeast Substation Expansion	2,955,000	2,858,414	66,036	30,550	1.03	98.97	
92457 Customer Service Information and Workforce Management Systems	35,685,000	33,960,720	1,338,959	385,321	1.08	98.92	
92460 69/115kV Line Rebuild: Erskine-Mackenzie	4,280,000	3,996,550	81,922	201,528	4.71	95.29	
92464 Yellow House Canyon Substation ¹	13,560,000	13,458,934	100,000	1,066	0.01	99.99	
92466 Autotransformer - Co-op	5,150,000	5,019,756	57,971	72,273	1.40	98.60	
92468 Autotransformer - Mackenzie	6,000,000	5,889,655	83,488	26,857	0.45	99.55	
92469 Substation Rebuild - Holly	7,150,000	6,828,146	85,077	236,777	3.31	96.69	
92470 Substation Rebuild - Oliver	6,800,000	6,742,626	7,819	49,554	0.73	99.27	
92473 Posey Substation	19,900,000	19,750,437	69,510	80,053	0.40	99.60	
92474 Yellow House Canyon 345/115kV Transformers	10,260,000	9,624,407	20,000	615,593	6.00	94.00	
92475 Dunbar 345/115kV Transformers	10,840,000	10,621,893	12,023	206,085	1.90	98.10	
92477 69/115kV Line Rebuild: Holly-Southeast	9,500,000	8,452,184	443,343	604,473	6.36	93.64	
92478 69/115kV Line Rebuild: Holly-Slaton	6,570,000	5,908,777	223,301	437,922	6.67	93.33	
92480 69/115kV Line Rebuild: Southeast-Oliver ¹	4,900,000	4,751,008	48,148	100,844	2.06	97.94	
92484 Substation Upgrades	5,350,000	2,257,271	951,234	2,141,495	40.03	59.97	
92533 Posey to Southeast 115kV Line	7,400,000	6,479,074	37,904	883,022	11.93	88.07	
92537 GIS Software Upgrades and Interfaces	2,185,000	1,492,917	369,886	322,197	14.75	85.25	
92586 Dunbar-Manhattan Heights Underground Conversion	1,210,000	135,794	990,700	83,505	6.90	93.10	
92605 Operations System Upgrades	1,115,000	431,184	46,449	637,367	57.16	42.84	
92606 South Plains Mall Expansion	835,000	81,764	402,470	350,766	42.01	57.99	
92608 Red Raider Substation Distribution Feeders	5,565,000	1,276,599	206,018	4,082,383	73.36	26.64	
92609 Blackwater Draw to Folsom Point 345kV Line	42,320,000	38,854,873	64,319	3,400,809	8.04	91.96	
92610 Blackwater Draw to Double Mountain 345kV Line	57,091,522	53,070,112	99,302	3,922,108	6.87	93.13	
92611 Double Mountain to Fiddlewood 345kV Line	22,780,000	22,584,434	22,296	173,270	0.76	99.24	
92634 LP&L - GIS Office Renovations	1,115,000	864,144	7,981	242,875	21.78	78.22	
92635 Substation Rebuild - Northeast ¹	1,800,000	1,791,043	7,565	1,392	0.08	99.92	
92661 Posey to Oliver 115kV line	14,970,000	13,995,816	-	974,184	6.51	93.49	
92662 Dunbar Station Work	1,000,000	916,047	-	83,953	8.40	91.60	
92663 Yellow House Canyon Station Work	1,000,000	983,409	10,681	5,909	0.59	99.41	
92664 Oliver Station Work (to accommodate 115kV lines)	750,000	694,496	14,844	40,661	5.42	94.58	
92665 Southeast Station Work (to accommodate 115kV lines)	750,000	682,019	18,644	49,337	6.58	93.42	
92666 Dunbar Substation Work	10,102,434	9,300,122	654,542	147,770	1.46	98.54	
92680 Substation Capacity Upgrade - Northeast	8,155,000	3,280	2,596,306	5,555,414	68.12	31.88	
92681 ERCOT Conversion Work	450,000	-	-	450,000	100.00	-	
92682 Program 69-115 Voltage Conversion	1,075,000	-	-	1,075,000	100.00	-	
92683 FY 2020-23 Service Distribution Meters	621,000	474,877	27,968	118,156	19.03	80.97	
92684 FY 2020-23 Distribution Transformers	6,900,000	2,553,537	2,623,735	1,722,728	24.97	75.03	
92685 FY 2020-23 Distribution System Upgrade	7,275,000	5,121,294	1,062,001	1,091,705	15.01	84.99	
92686 FY 2020-23 Overhead Lines	4,848,000	3,934,876	230,471	682,653	14.08	85.92	
92687 FY 2020-23 Street Lights	1,634,600	1,347,082	-	287,518	17.59	82.41	
92688 FY 2020-23 Underground Distribution	5,842,000	5,173,044	323,601	345,356	5.91	94.09	
92689 ERCOT Transmission/Distribution Service Provider System ¹	7,565,000	2,918,669	4,313,024	333,307	4.41	95.59	
92690 East Broadway Series Street Light Conversion	720,000	145,995	22,700	551,305	76.57	23.43	
92691 FY 2020-21 Vehicles and Equipment	2,667,500	2,192,867	459,924	14,709	0.55	99.45	
92692 FY 2020-21 Transmission Crew Vehicles & Equipment	2,150,000	2,070,185	7,999	71,816	3.34	96.66	
92693 Distribution System Upgrade-Improvements-Expansion	11,381,674	3,766,984	5,222,074	2,392,616	21.02	78.98	
92694 Substation 25kV Capacity Upgrades ¹	4,030,000	348,990	2,785,000	896,010	22.23	77.77	
92695 Downtown Redevelopment	2,375,000	461,339	382,654	1,531,007	64.46	35.54	
92710 Fiddlewood - Farmland 345kV Transmission Line	8,000,000	-	-	8,000,000	100.00	-	
92727 Substation Capacity Upgrade - Co-op	5,670,000	1,818,212	2,327,859	1,523,929	26.88	73.12	
92728 Substation Capacity Upgrade - Thompson	2,740,000	973,888	1,240,346	525,766	19.19	80.81	
92729 Substation Capacity Upgrade - Vicksburg	8,660,000	633,239	3,814,192	4,212,569	48.64	51.36	
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73	29.27	
92731 Yellowhouse Substation Capacity upgrade	1,335,000	216,564	628,102	490,334	36.73	63.27	
92732 McDonald Substation Capacity upgrade	1,410,000	237,677	446,793	725,530	51.46	48.54	
92733 DNV-GL Cascade Upgrades	250,000	-	-	250,000	100.00	-	
92734 Additional COLU Phone Lines	202,246	70,101	-	132,145	65.34	34.66	
92735 FY 2021-22 Vehicles and Equipment	2,625,000	29,416	2,174,614	420,970	16.04	83.96	
92736 Cooke Station Gas Turbine #3 (GT3) Control System Replacement	1,442,000	-	647,686	794,314	55.08	44.92	
92755 Cooke Station Gas Turbine # (GT8) Repairs	6,000,000	1,571,456	2,918,418	1,510,126	25.17	74.83	
	\$ 461,340,285	\$ 359,095,177	\$ 41,384,521	\$ 60,860,587	13.19	86.81	

¹Commitments have been reduced due to known savings.

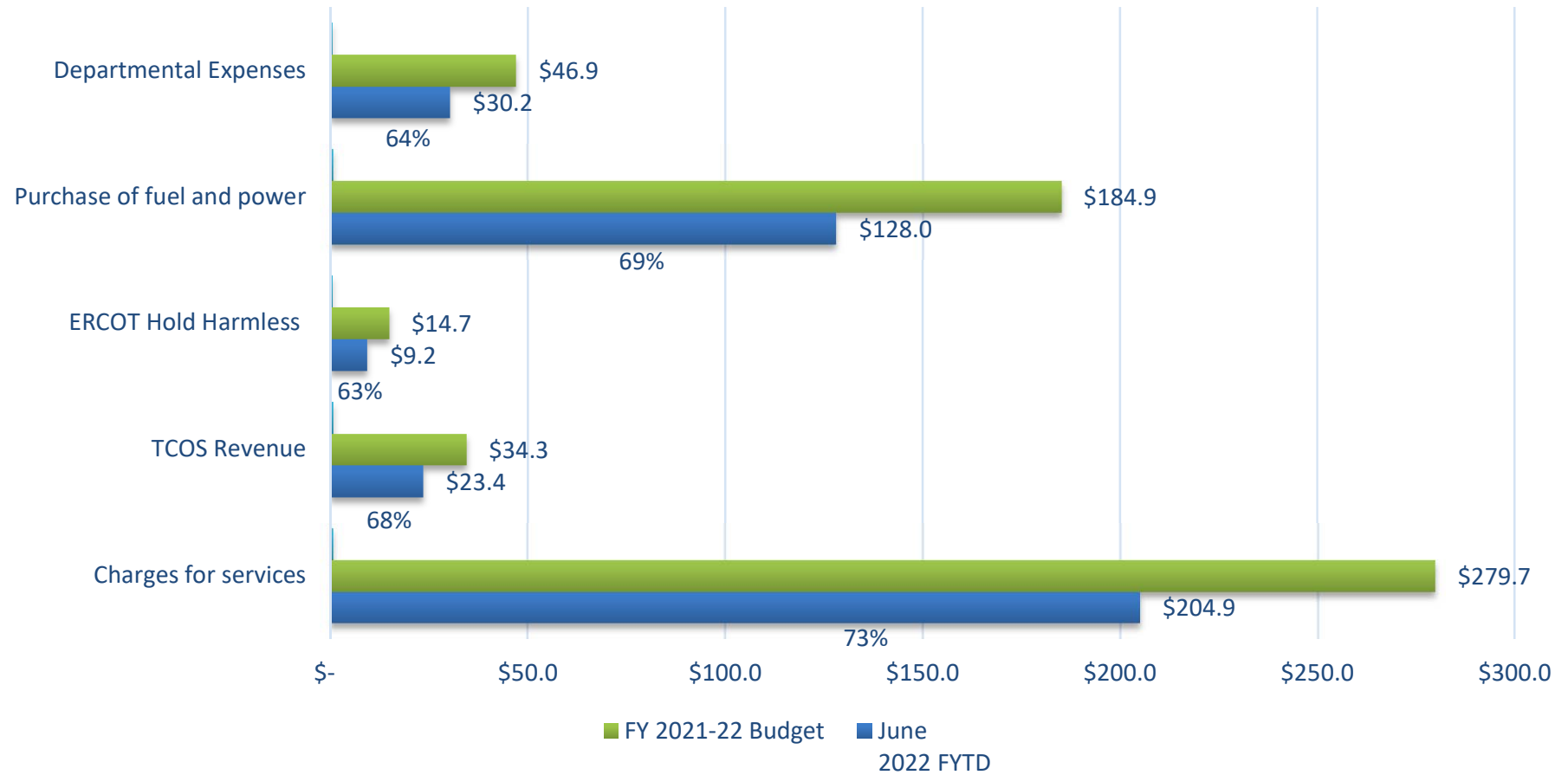
Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 277,802	\$ -	\$ 2,073,060	88.18
8626 Distribution Planning ¹	-	-	-	-	-
92331 Fiber optic Communications	2,350,000	852,142	148,357	1,349,501	57.43
92380 Feeder Circuits - Northwest	690,000	690,000	-	-	-
92403 69/115kV Line Rebuild: Thompson-Vicksburg	4,175,000	3,647,407	154,887	372,705	8.93
92404 115kV Line Construction – Northwest to Mackenzie	17,964,247	17,490,404	34,056	439,787	2.45
92405 69/115kV Line Rebuild: Chalker-Thompson	5,770,000	5,720,895	32,199	16,906	0.29
92407 Southeast Substation Expansion	2,955,000	2,858,414	66,036	30,550	1.03
92457 Customer Service Information and Workforce Management Systems	35,685,000	33,960,720	1,338,959	385,321	1.08
92460 69/115kV Line Rebuild: Erskine-Mackenzie	4,280,000	3,996,550	81,922	201,528	4.71
92464 Yellow House Canyon Substation ¹	13,560,000	13,458,934	100,000	1,066	0.01
92466 Autotransformer - Co-op	5,150,000	5,019,756	57,971	72,273	1.40
92468 Autotransformer - Mackenzie	6,000,000	5,889,655	83,488	26,857	0.45
92469 Substation Rebuild - Holly	7,150,000	6,828,146	85,077	236,777	3.31
92470 Substation Rebuild - Oliver	6,800,000	6,742,626	7,819	49,554	0.73
92473 Posey Substation	19,900,000	19,750,437	69,510	80,053	0.40
92474 Yellow House Canyon 345/115kV Transformers	10,260,000	9,624,407	20,000	615,593	6.00
92475 Dunbar 345/115kV Transformers	10,840,000	10,621,893	12,023	206,085	1.90
92477 69/115kV Line Rebuild: Holly-Southeast	9,500,000	8,452,184	443,343	604,473	6.36
92478 69/115kV Line Rebuild: Holly-Slaton	6,570,000	5,908,777	223,301	437,922	6.67
92480 69/115kV Line Rebuild: Southeast-Oliver ¹	4,900,000	4,751,008	48,148	100,844	2.06
92484 Substation Upgrades	5,350,000	2,257,271	951,234	2,141,495	40.03
92533 Posey to Southeast 115kV Line	7,400,000	6,479,074	37,904	883,022	11.93
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92586 Dunbar-Manhattan Heights Underground Conversion	1,210,000	135,794	990,700	83,505	6.90
92605 Operations System Upgrades	-	-	-	-	-
92606 South Plains Mall Expansion	835,000	81,764	402,470	350,766	42.01
92608 Red Raider Substation Distribution Feeders	5,565,000	1,276,599	206,018	4,082,383	73.36
92609 Blackwater Draw to Folsom Point 345kV Line	42,320,000	38,854,873	64,319	3,400,809	8.04
92610 Blackwater Draw to Double Mountain 345kV Line	57,091,522	53,070,112	99,302	3,922,108	6.87
92611 Double Mountain to Fiddlewood 345kV Line	22,780,000	22,584,434	22,296	173,270	0.76
92634 LP&L - GIS Office Renovations	1,115,000	864,144	7,981	242,875	21.78
92635 Substation Rebuild - Northeast ¹	1,800,000	1,791,043	7,565	1,392	0.08
92661 Posey to Oliver 115kV line	14,970,000	13,995,816	-	974,184	6.51
92662 Dunbar Station Work	1,000,000	916,047	-	83,953	8.40
92663 Yellow House Canyon Station Work	1,000,000	983,409	10,681	5,909	0.59
92664 Oliver Station Work (to accommodate 115kV lines)	750,000	694,496	14,844	40,661	5.42
92665 Southeast Station Work (to accommodate 115kV lines)	750,000	682,019	18,644	49,337	6.58
92666 Dunbar Substation Work	10,102,434	9,300,122	654,542	147,770	1.46
92680 Substation Capacity Upgrade - Northeast	8,155,000	3,280	2,596,306	5,555,414	68.12
92681 ERCOT Conversion Work	450,000	-	-	450,000	100.00
92682 Program 69-115 Voltage Conversion	1,075,000	-	-	1,075,000	100.00
92683 FY 2020-23 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-23 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-23 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-23 Overhead Lines	-	-	-	-	-
92687 FY 2020-23 Street Lights	-	-	-	-	-
92688 FY 2020-23 Underground Distribution	-	-	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System ¹	500,000	500,000	-	-	-
92690 East Broadway Series Street Light Conversion	-	-	-	-	-
92691 FY 2020-21 Vehicles and Equipment	-	-	-	-	-
92692 FY 2020-21 Transmission Crew Vehicles & Equipment	-	-	-	-	-
92693 Distribution System Upgrade-Improvements-Expansion	11,381,674	3,766,984	5,222,074	2,392,616	21.02
92694 Substation 25kV Capacity Upgrades ¹	4,030,000	348,990	2,785,000	896,010	22.23
92695 Downtown Redevelopment	2,375,000	461,339	382,654	1,531,007	64.46
92710 Fiddlewood - Farmland 345kV Transmission Line	8,000,000	-	-	8,000,000	100.00
92727 Substation Capacity Upgrade - Co-op	5,670,000	1,818,212	2,327,859	1,523,929	26.88
92728 Substation Capacity Upgrade - Thompson	2,740,000	973,888	1,240,346	525,766	19.19
92729 Substation Capacity Upgrade - Vicksburg	8,660,000	633,239	3,814,192	4,212,569	48.64
92730 Cooke Facility Remodel	-	-	-	-	-
92731 Yellowhouse Substation Capacity upgrade	1,335,000	216,564	628,102	490,334	36.73
92732 McDonald Substation Capacity upgrade	1,410,000	237,677	446,793	725,530	51.46
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92736 Cooke Station Gas Turbine #3 (GT3) Control System Replacement	-	-	-	-	-
92755 Cooke Station Gas Turbine # (GT8) Repairs	-	-	-	-	-
	\$ 409,085,739	\$ 331,884,349	\$ 25,938,920	\$ 51,262,470	12.53

¹ Commitments have been reduced due to known savings.

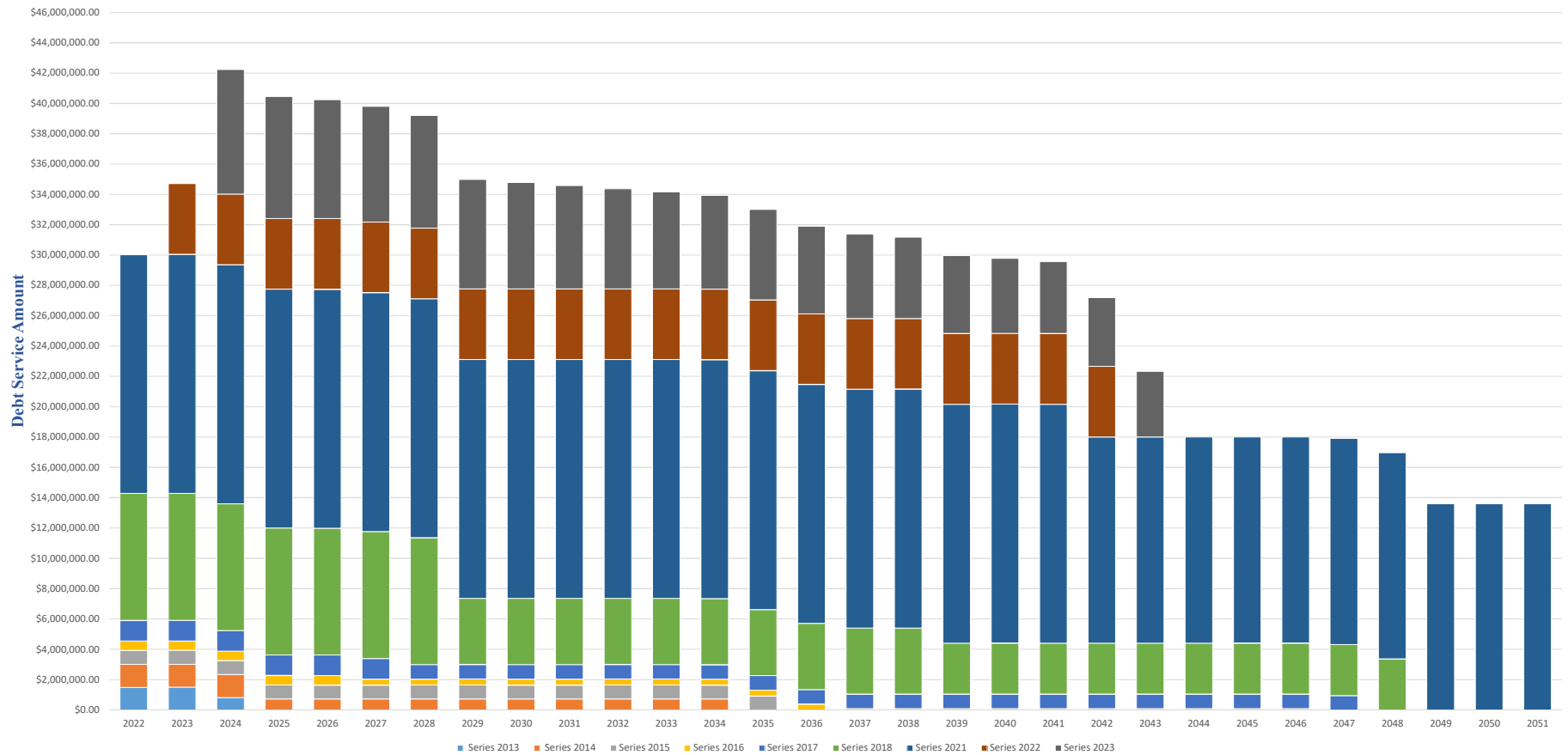
Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning ¹	338,000	120,872	217,126	2	0.00
92331 Fiberoptic Communications	90,000	-	-	90,000	100.00
92380 Feeder Circuits - Northwest	494,200	417,457	-	76,743	15.53
92403 69/115kV Line Rebuild: Thompson-Vicksburg	-	-	-	-	-
92404 115kV Line Construction – Northwest to Mackenzie	-	-	-	-	-
92405 69/115kV Line Rebuild: Chalker-Thompson	-	-	-	-	-
92407 Southeast Substation Expansion	-	-	-	-	-
92457 Customer Service Information and Workforce Management Systems	-	-	-	-	-
92460 69/115kV Line Rebuild: Erskine-Mackenzie	-	-	-	-	-
92464 Yellow House Canyon Substation ¹	-	-	-	-	-
92466 Autotransformer - Co-op	-	-	-	-	-
92468 Autotransformer - Mackenzie	-	-	-	-	-
92469 Substation Rebuild - Holly	-	-	-	-	-
92470 Substation Rebuild - Oliver	-	-	-	-	-
92473 Posey Substation	-	-	-	-	-
92474 Yellow House Canyon 345/115kV Transformers	-	-	-	-	-
92475 Dunbar 345/115kV Transformers	-	-	-	-	-
92477 69/115kV Line Rebuild: Holly-Southeast	-	-	-	-	-
92478 69/115kV Line Rebuild: Holly-Slaton	-	-	-	-	-
92480 69/115kV Line Rebuild: Southeast-Oliver ¹	-	-	-	-	-
92484 Substation Upgrades	-	-	-	-	-
92533 Posey to Southeast 115kV Line	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	970,000	277,917	369,886	322,197	33.22
92586 Dunbar-Manhattan Heights Underground Conversion	-	-	-	-	-
92605 Operations System Upgrades	1,115,000	431,184	46,449	637,367	57.16
92606 South Plains Mall Expansion	-	-	-	-	-
92608 Red Raider Substation Distribution Feeders	-	-	-	-	-
92609 Blackwater Draw to Folsom Point 345kV Line	-	-	-	-	-
92610 Blackwater Draw to Double Mountain 345kV Line	-	-	-	-	-
92611 Double Mountain to Fiddlewood 345kV Line	-	-	-	-	-
92634 LP&L - GIS Office Renovations	-	-	-	-	-
92635 Substation Rebuild - Northeast ¹	-	-	-	-	-
92661 Posey to Oliver 115kV line	-	-	-	-	-
92662 Dunbar Station Work	-	-	-	-	-
92663 Yellow House Canyon Station Work	-	-	-	-	-
92664 Oliver Station Work (to accommodate 115kV lines)	-	-	-	-	-
92665 Southeast Station Work (to accommodate 115kV lines)	-	-	-	-	-
92666 Dunbar Substation Work	-	-	-	-	-
92680 Substation Capacity Upgrade - Northeast	-	-	-	-	-
92681 ERCOT Conversion Work	-	-	-	-	-
92682 Program 69-115 Voltage Conversion	-	-	-	-	-
92683 FY 2020-23 Service Distribution Meters	621,000	474,877	27,968	118,156	19.03
92684 FY 2020-23 Distribution Transformers	5,700,000	1,353,537	2,623,735	1,722,728	30.22
92685 FY 2020-23 Distribution System Upgrade	7,275,000	5,121,294	1,062,001	1,091,705	15.01
92686 FY 2020-23 Overhead Lines	4,848,000	3,934,876	230,471	682,653	14.08
92687 FY 2020-23 Street Lights	1,634,600	1,347,082	-	287,518	17.59
92688 FY 2020-23 Underground Distribution	5,842,000	5,173,044	323,601	345,356	5.91
92689 ERCOT Transmission/Distribution Service Provider System ¹	7,065,000	2,418,669	4,313,024	333,307	4.72
92690 East Broadway Series Street Light Conversion	720,000	145,995	22,700	551,305	76.57
92691 FY 2020-21 Vehicles and Equipment	2,667,500	2,192,867	459,924	14,709	0.55
92692 FY 2020-21 Transmission Crew Vehicles & Equipment	2,150,000	2,070,185	7,999	71,816	3.34
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92694 Substation 25kV Capacity Upgrades ¹	-	-	-	-	-
92695 Downtown Redevelopment	-	-	-	-	-
92710 Fiddlewood - Farmland 345kV Transmission Line	-	-	-	-	-
92727 Substation Capacity Upgrade - Co-op	-	-	-	-	-
92728 Substation Capacity Upgrade - Thompson	-	-	-	-	-
92729 Substation Capacity Upgrade - Vicksburg	-	-	-	-	-
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73
92731 Yellowhouse Substation Capacity upgrade	-	-	-	-	-
92732 McDonald Substation Capacity upgrade	-	-	-	-	-
92733 DNV-GL Cascade Upgrades	250,000	-	-	250,000	100.00
92734 Additional COLU Phone Lines	202,246	70,101	-	132,145	65.34
92735 FY 2021-22 Vehicles and Equipment	2,625,000	29,416	2,174,614	420,970	16.04
92736 Cooke Station Gas Turbine #3 (GT3) Control System Replacement	1,442,000	-	647,686	794,314	55.08
92755 Cooke Station Gas Turbine # (GT8) Repairs	6,000,000	1,571,456	2,918,418	1,510,126	25.17
	\$ 52,254,546	\$ 27,210,828	\$ 15,445,601	\$ 9,598,117	18.37

¹ Commitments have been reduced due to known savings.

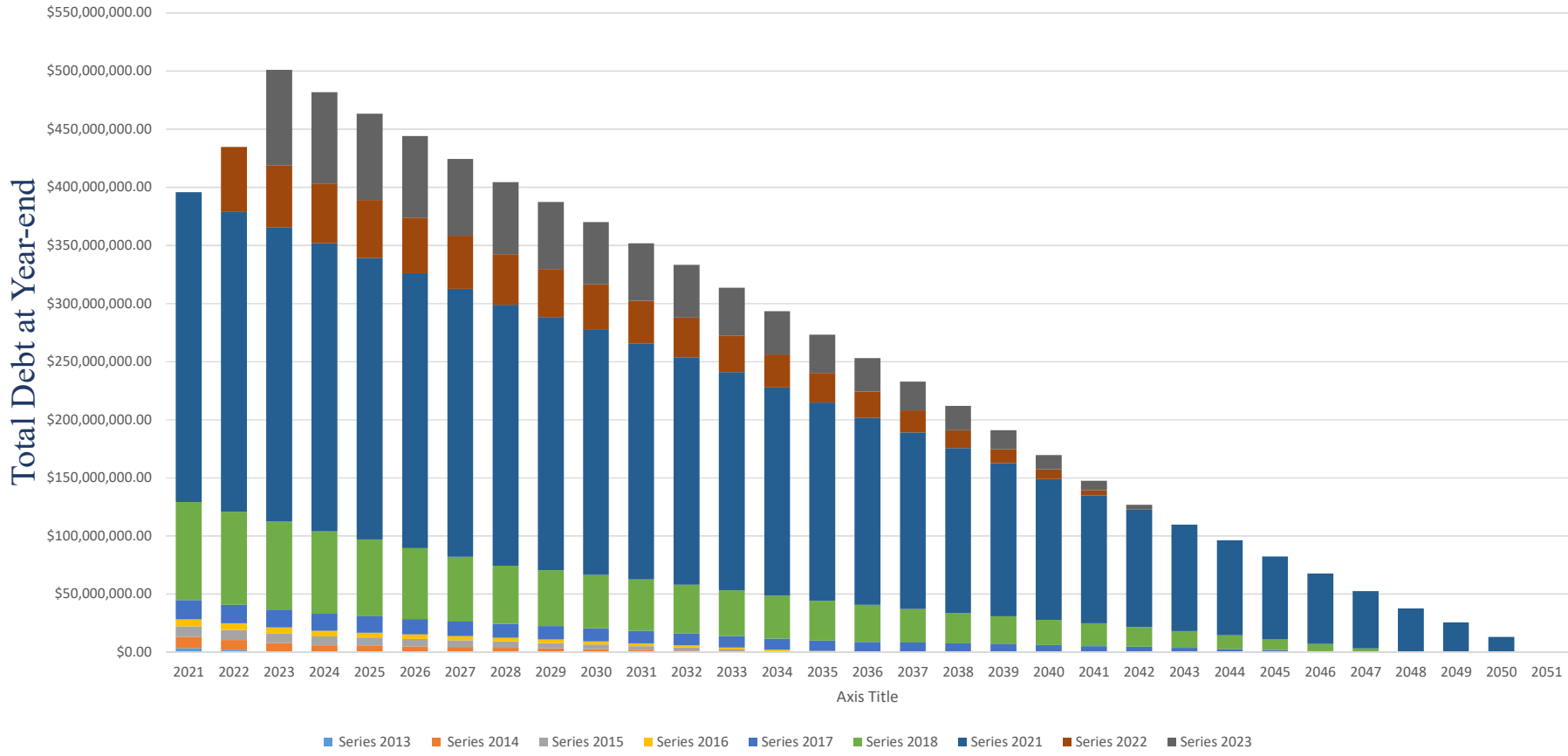
Budget vs Actuals (in millions)

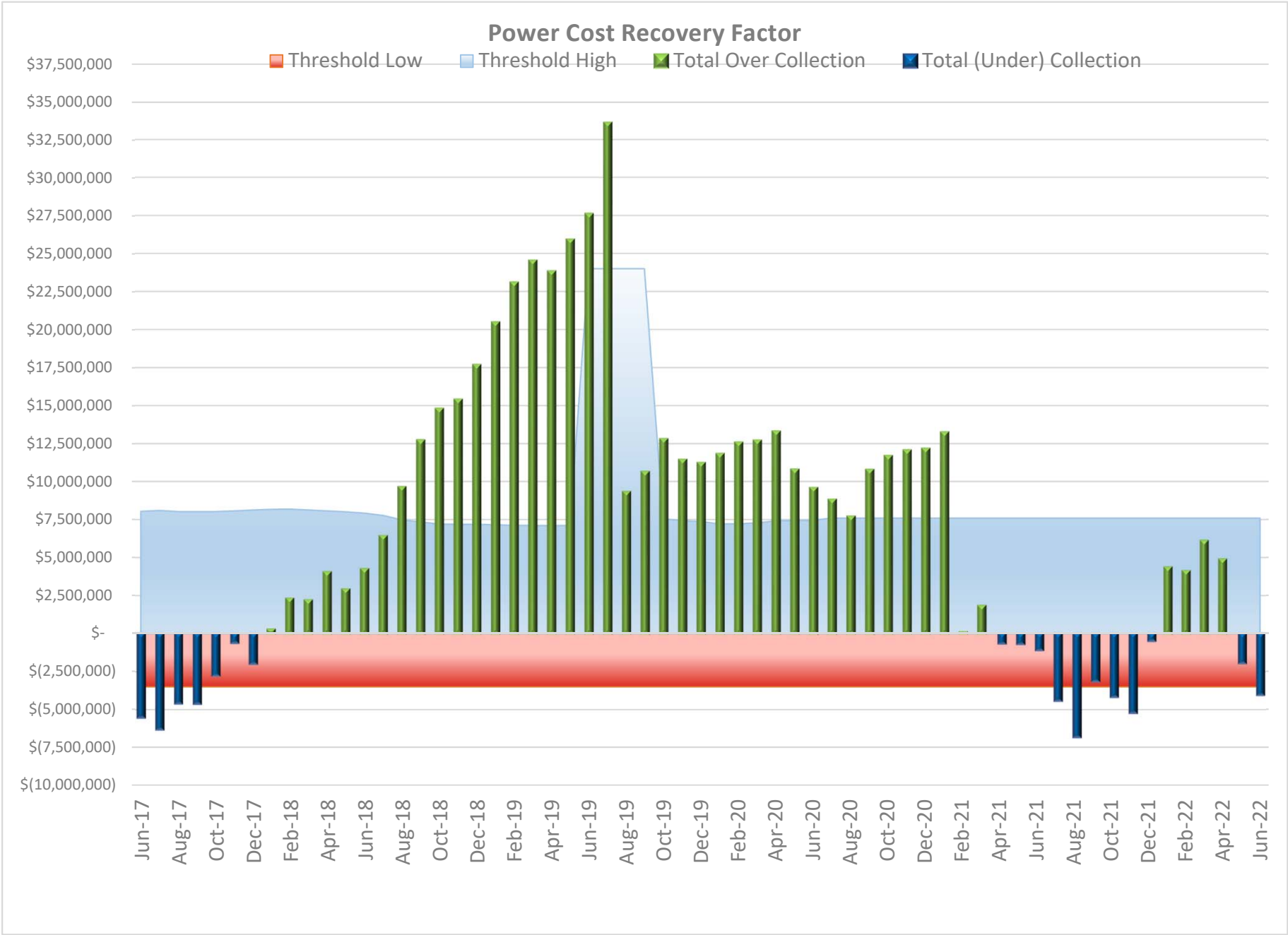


City of Lubbock, Texas
Outstanding Electric Light & Power System Revenue Debt Service by Series

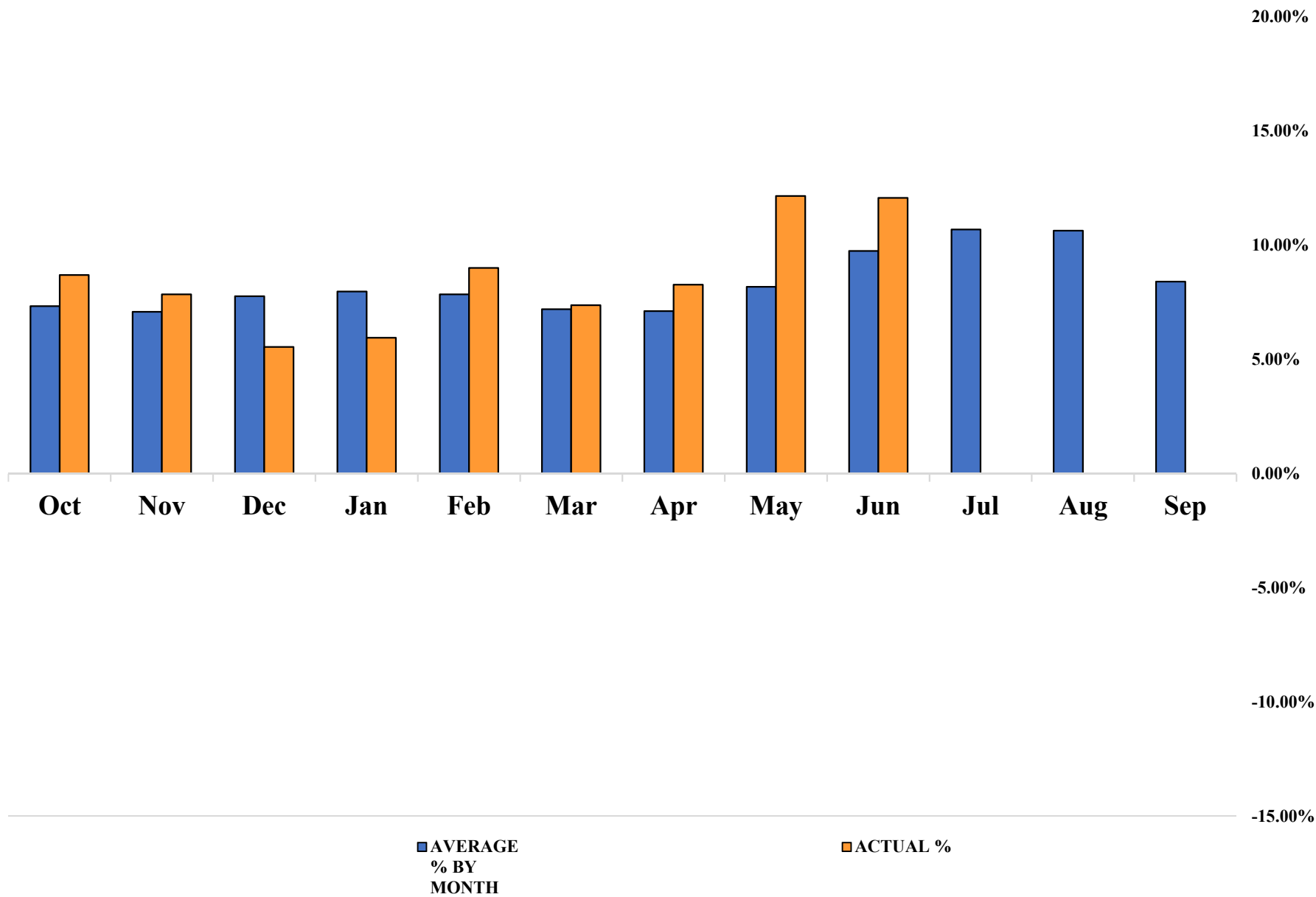


City of Lubbock, Texas Outstanding Electric Light & Power System Revenue Debt by Series





FY 2021-22 Purchased Power Monthly Analysis





Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: August 16, 2022

Summary:

Consider and execute renewal of easement agreement with Texas A&M System for AgriLife Research & Extension Center at 1102 E FM 1294. This easement is necessary to encompass existing LP&L distribution facilities located on property for the purpose of providing electric service to the research center.

Background/Discussion:

Terms of this agreement require it be renewed every 10 years as required by state law. The current agreement was last renewed in August 2012.

Fiscal Impact:

None. No fees are required to renew this easement agreement.

Recommendation:

Staff recommends execution of easement agreement with Texas A&M System or such alternative action as the Electric Utility Board deems appropriate.

RESOLUTION

WHEREAS, the Board of Regents of the Texas A&M University System has requested an Easement Agreement by and between the Board of Regents of the Texas A&M University System and the City of Lubbock for an overhead electric line (the “Electric Project”);

WHEREAS, the Electric Project services the Texas A&M University Agricultural Research and Extension Center;

WHEREAS, the Electric Project has already been constructed, is in service, and was covered through a prior Easement Agreement, City Council Resolution No. 2012-R0315; NOW THEREFORE,

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

THAT the Electric Utility Board hereby approves the Easement Agreement from the Board of Regents of the Texas A&M University System to the City of Lubbock, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M.1294 for Texas A&M University’s Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, and further recommends approval by the City Council of the City of Lubbock to approve and authorize same.

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

THAT the Electric Utility Board hereby authorizes and directs the Chairman of the Electric Utility Board to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, that certain Easement Agreement from the Board of Regents of the Texas A&M University System as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto.

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 Easement Agreement within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 16th day of August, 2022.

DAN ODOM, CHAIRMAN

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel

EASEMENT AGREEMENT

(Overhead Electric Line)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**GRANTOR**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by Texas Education Code §85.26, for Ten Dollars (\$10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS** and **CONVEYS** to the **CITY OF LUBBOCK**, a municipality of the State of Texas, as grantee (“**GRANTEE**”), its permitted successors and assigns, a nonexclusive easement (the “Easement”) for operating, maintaining, improving, patrolling, inspecting, reconstructing, repairing, replacing, and/or rebuilding an aerial electric line (the “Line”). The Easement is ten feet (10’) in width on and across certain property of **GRANTOR** (the “Property”), located in Lubbock County, Texas, more particularly described as seven (7) easement sections in Exhibit A attached hereto and made a part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating, maintaining, improving, patrolling, inspecting, reconstructing, removing, repairing, replacing, and/or rebuilding the Line to provide service to the Texas A&M AgriLife Research and Extension Center at Lubbock. A plat of the Property showing the surface area affected by the Easement and the location of the Line and **GRANTEE**’s right-of-way is depicted on Exhibit B attached and made a part of this Agreement.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Property for the purpose of operating, maintaining, improving, patrolling, inspecting, reconstructing, removing, repairing, replacing, and/or rebuilding the Line. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **GRANTEE** will clearly mark the location of the Line in a manner and to the extent such lines are generally marked by companies in the industry or as required by law. **GRANTEE** agrees to use reasonable efforts to notify **GRANTOR** at least five (5) business days prior to commencement of any repairs or replacements, unless such repair or replacement is needed in the event of an emergency. If **GRANTEE** makes repairs or replacements in an emergency, **GRANTEE** will notify **GRANTOR** after the emergency has ended. **GRANTEE** agrees to cooperate with **GRANTOR**’s personnel in an onsite inspection to assess any damages resulting from **GRANTEE**’s activities.

During the term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any property (real or personal), other than its own property, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as

practicable, be in like condition as before such damage or destruction. Further, during the term of this Agreement, if **GRANTOR** damages or destroys any of **GRANTEE**'s improvements or property, **GRANTOR** must, within a reasonable period of time, reimburse **GRANTEE** for the repair or replacement of the improvement or property to the extent that such improvement or property will, as nearly as practicable, be in like condition as before such damage or destruction. In addition to requiring repair or replacement, to the extent permitted by law, **GRANTOR** may, at its option, require that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, leases, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. In accordance with Texas Education Code §85.26(c), this grant is for a term of ten (10) years from the Effective Date and may be renewed only at the election of **GRANTOR**. **GRANTOR** will notify **GRANTEE** whether a renewal of this Easement is needed prior to the expiration of this Easement. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars (\$100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** must remove any of its above-ground or below-ground equipment and improvements, including the Line (hereinafter, the "Improvements") from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement.

With respect to any Improvements, **GRANTOR** can elect the following by giving **GRANTEE** written notice: (a) **GRANTOR** may require **GRANTEE** to remove and dispose of all or any part of the Improvements, within sixty (60) calendar days following the date of the written notice; or (b) **GRANTOR** can undertake to remove and dispose of the Improvements at the expense of **GRANTEE**.

If removal causes injury to the Property or to any personal property of **GRANTOR**, **GRANTEE** will restore the Property or personal property at **GRANTOR**'s option, and to the extent permitted by law, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to perform as required in this Section 7 within the time set forth above, **GRANTOR** will have the right to retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR's** successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE's** rights and use as set forth herein, and further does not affect the integrity of any of **GRANTEE's** facilities, improvements, or the Line on the Property.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES, TO THE EXTENT PERMITTED BY LAW, TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, IF REQUIRED BY APPLICABLE LAW, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.**

11. Use of Property; Compliance. **GRANTEE will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, GRANTEE must comply with and obtain**

any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR's** notice. Upon timely correction, as determined by **GRANTOR** in its reasonable discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause outlined herein is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the

purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notice required or permitted under this Agreement must be in writing, and 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 set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email, or other commercially reasonable means and will be effective when actually received. **GRANTOR** and **GRANTEE** may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: The City of Lubbock
Lubbock Power & Light
Attn: Office of General Counsel
1314 Avenue K, 5th Floor
Lubbock, Texas 79401
Phone: (806) 775-2231

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance,

non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Instrument No. 201203468 of the Official Public Records of Lubbock County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.

25. Effective Date. This Agreement is deemed to be in force as of the 12th day of April, 2022, regardless of the date actually signed.

[SIGNATURE PAGES FOLLOW]

**BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM**, an agency of the State of
Texas

By: _____

GINA JOSEPH

Managing Counsel, Property & Construction
The Texas A&M University System

APPROVED AS TO FORM:

JENNIFER WRIGHT

Assistant General Counsel
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

This instrument was acknowledged before me this ____ day of _____, 2022 by
GINA JOSEPH, Managing Counsel, Property and Construction of The Texas A&M University
System, on behalf of the Board of Regents of The Texas A&M University System, an agency of
the State of Texas.

Notary Public in and for
The State of Texas

GRANTEE ACKNOWLEDGMENT**GRANTEE:****City of Lubbock, acting by and through the ELECTRIC UTILITY BOARD**

 Dan Odom, Chairman of the Electric Utility Board

ATTEST:

 Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

 Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

 Jenny Smith, General Counsel

THE STATE OF TEXAS §
 COUNTY OF LUBBOCK §

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

 Notary Public, State of Texas

My commission expires: _____

GRANTEE:**CITY OF LUBBOCK, TEXAS, acting by and through the City Council**

 Tray Payne, Mayor of the City of Lubbock

ATTEST:

 Rebecca Garza, Board Secretary

APPROVED AS TO CONTENT:

 Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

 Jenny Smith, General Counsel

THE STATE OF TEXAS §
 COUNTY OF LUBBOCK §

This instrument was acknowledged before me on_____,_____,
 2022, by Tray Payne, Mayor of the City of Lubbock, Texas home rule municipal corporation, on
 behalf of said home rule municipal corporation.

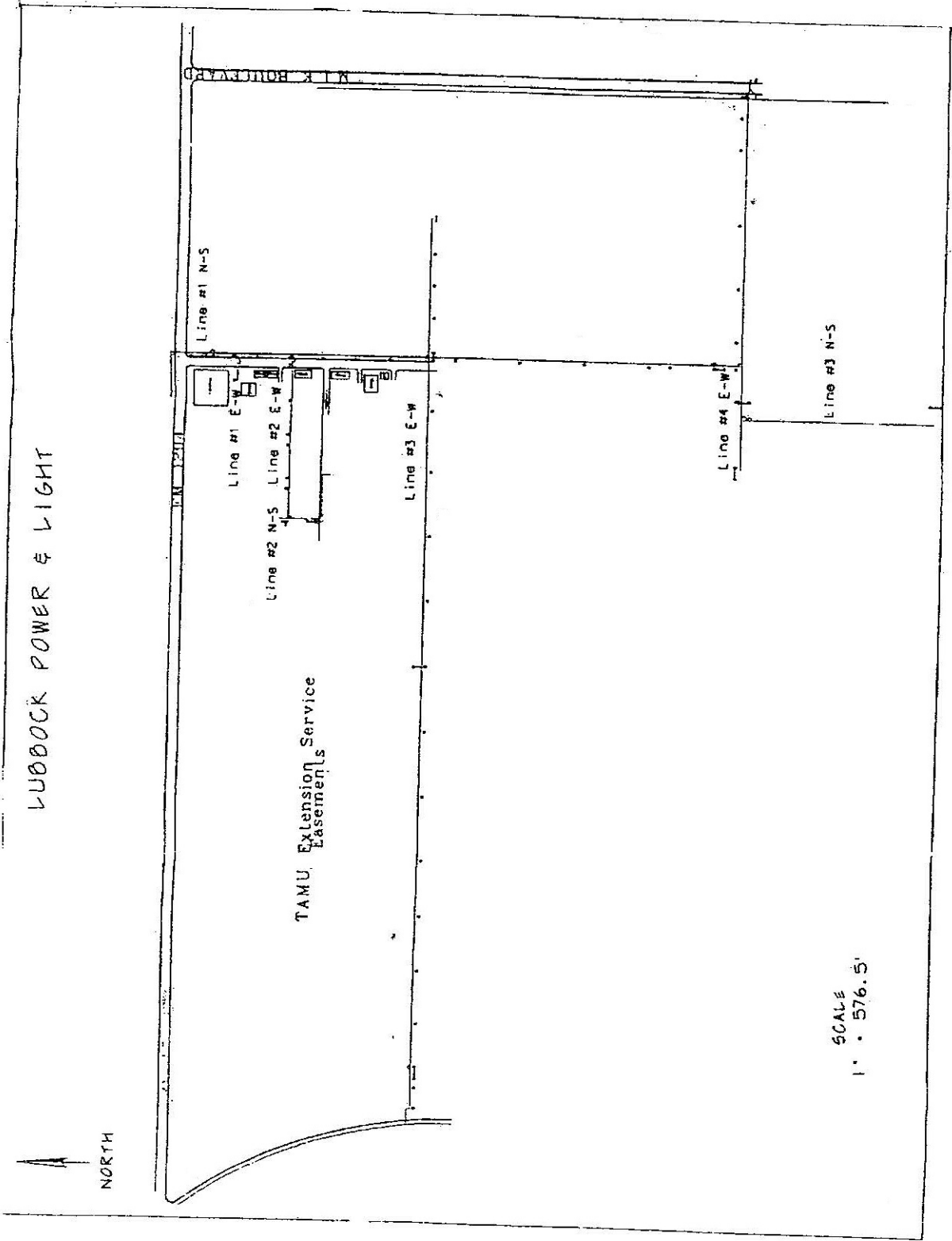
 Notary Public, State of Texas
 My commission expires: _____

EXHIBIT "A"

Seven City of Lubbock – Lubbock Power & Light – Overhead Electrical Easements located in Section 36, Block A, Lubbock County, Texas being described as follows:

1. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 261 feet and N 88°31'03" E 1,339 feet, thence West a distance of 83 feet.
2. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 505 feet and N 88°31'03" E 1,339 feet, thence West a distance of 730 feet.
3. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 1,121 feet and N 88°31'03" E 649 feet, thence West a distance of 4,180 feet.
4. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 2,553 feet and N 88°31'03" E 30 feet, thence West a distance of 1,803 feet.
5. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 50 feet and N 88°31'03" E 1,302 feet, thence South a distance of 2,618 feet.
6. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 506 feet and N 88°31'03" E 2,044 feet, thence South a distance of 183 feet.
7. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 2,553 feet and N 88°31'03" E 1,543 feet, thence South a distance of 875 feet.

EXHIBIT "B"





Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: August 16, 2022

Summary:

Consider and award Request for Proposal (RFP) #7136-22-ELD, LP&L Emergency Maintenance for Transmission Lines - Annual Pricing.

Background/Discussion:

LP&L has completed a large amount of transmission projects over the past two (2) years along with critical 345 kilovolt (kV) infrastructure. Contracting for emergency maintenance will ensure that LP&L is prepared for any emergency situation that involves our transmission system. This contract requires the offeror to provide all of the necessary tools, equipment, and manpower required to work on any of our transmission facilities and respond within four (4) hours or less when called upon.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following four (4) categories: price, 40 %; contractor qualifications, 30 %; proposal completeness, 20%; safety record, 10 %.

Eight (8) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

Primoris T&D	89.3
Power Standard LLC	87.3
Power Line Services	86.7
Utility Construction Services	86.0
Bianchi Electric	82.0
5 Star Electrical West	81.7
Integrated Power Company	75.0
Sparks Energy	72.7

Fiscal Impact:

Funds are available in cost center **7613 (Transmission Overhead)** for this purpose.

Recommendation:

Due to an inability to negotiate costs with Primoris T&D, staff recommends award of RFP #7136-22-ELD, LP&L Emergency Maintenance for Transmission Lines - Annual Pricing, for **\$150,000**, to **Power Standard, LLC of Andrews, Texas**, 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 desires to enter into a Contract for Services with Power Standard, LLC (“Power Standard”), wherein Power Standard will perform certain emergency maintenance standby services, and emergency services, as needed, as set forth in Power Standard’s Proposal (the “Services”);

WHEREAS, Power Standard has experience in providing the Services;
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 #7136-22-ELD (the “Proposal”), respecting the project described as LP&L Emergency Maintenance for Transmission Lines - Annual Pricing, as more particularly described in the Proposal, to Power Standard, LLC.

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

THAT the Director of Electric Utilities, or his designee, 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”), that certain Contract for Services, by and between LP&L and Power Standard, LLC, 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 16th day of August, 2022.

Daniel Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

CONTRACT NO. 713622

**LUBBOCK POWER & LIGHT
EMERGENCY MAINTENANCE FOR TRANSMISSION LINES - ANNUAL PRICING**

THIS AGREEMENT (“Contract” or “Agreement”) made and entered into this 16th day of August, 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 Power Standard, LLC, a Delaware limited liability company, located at 1828 NW Avenue F, Andrews, TX 79714 (“Contractor”).

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for LP&L, Emergency Maintenance for Transmission Lines—Annual Pricing, RFP 7136-22-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, 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, 7136-22-ELD, Emergency Maintenance for Transmission Lines—Annual Pricing, including the Instructions to Offerors, General Requirements, Terms and Conditions, Insurance Requirements, General Conditions, Technical Requirements, Addendums, the Proposal and Price Schedule (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, 7136-22-ELD, Emergency Maintenance for Transmission Lines, Annual Pricing (“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 agrees to the annual retainer amount set forth in the Proposal Documents, but LP&L does not otherwise guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. Service requests will be determined by actual need.
3. **THE AWARD OF THIS CONTRACT DOES NOT AUTHORIZE ANY WORK AT THIS TIME. THIS CONTRACT PROVIDES FOR A RETAINER TO HAVE CONTRACTOR RESPOND QUICKLY DURING THE EVENT OF AN EMERGENCY. LP&L WILL PROVIDE WRITTEN NOTIFICATION TO ALLEN CRAWFORD; ALLEN@KV-P.COM TO REQUEST ANY EMERGENCY REPAIR OR MAINTENANCE WORK AT THE**

CONTRACT NO. 713622

APPROPRIATE TIME, AND THE RESPONSE TIME WILL BEGIN FROM THE TIME AND DATE OF THE NOTIFICATION, BASED ON THE RATES PROVIDED IN THE PROPOSAL DOCUMENT. The notice provisions of this paragraph supersede the notification provisions in paragraph 14, below, and are applicable to mobilize a response in the event of an emergency.

4. This Agreement shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by LP&L upon a thirty (30) day written notice for any reason. 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. Should Contractor cancel or terminate in violation of this Agreement, Contractor shall return a prorated amount of the retainer paid for the remainder of the agreement term or renewal term, as applicable.
5. Pursuant to the Proposal and Price Schedule, LP&L has agreed to pay one hundred fifty thousand and No/Dollars (\$150,000.00) annually for a Response time of four (4) hours or less. Should an event of emergency occur and Contractor's response time exceeds four (4) hours, Contractor shall refund to LP&L the following amounts based on the Proposal and Price Schedule:

Response Time	Retainer Refund Amount
4 Hours or Less	\$0
4-8 Hours	\$37,500
8-12 Hours	\$65,625
Over 12 Hours	\$150,000

For purposes of this Agreement and the Proposal Documents, "Response Time" means to be on site and mobilized at the location requested by LP&L.

6. 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.
7. 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 for any automobiles with insurance carriers admitted to do business in the state of Texas, professional liability coverage, workers compensation, employer's liability, and excess liability coverage. The commercial general liability policy shall include Products & Completed Operations/Op AGG, heavy equipment, and XCU coverages. The insurance companies must be authorized to transact business in the State of Texas and carry a Best's Rating of A- or better. The policies are subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$3,000,000

General Aggregate Limit: \$5,000,000

CONTRACT NO. 713622**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

Professional Liability

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

General Aggregate Limit: \$2,000,000

Excess Liability Coverage:

Per Occurrence Single Limit: \$3,000,000

General Aggregate Limit: \$7,000,000

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 all applicable coverages, except professional liability and workers' compensation, and shall be granted a waiver of subrogation for commercial general liability, automobile liability, and workers compensation coverages. 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.

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 seven million and No/100 dollars (\$7,000,000.00) general aggregate, and no less than three million and No/100 dollars (\$3,000,000.00) per occurrence.

The Certificates of Insurance shall provide 30 days' written notice of cancellation, and 10 days' written notice for non-payment. 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

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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.

Further requirements for the insurance are located in the Proposal Documents.

8. 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.
9. 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.
10. 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.
11. 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 County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.
12. 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.
13. 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

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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.

14. 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:

Power Standard, LLC
Attn: Justin Zapf
Address: 1828 NW Avenue F, Andrews, TX 79714
Telephone: 432-523-2046
Email: proposals@kv-p.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

15. This agreement consists of the following documents set forth herein: 7136-22-ELD, Emergency Maintenance for Transmission Lines- Annual Pricing, Terms and Conditions, Insurance Requirements, Technical Requirements, Pricing Sheet, 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.
16. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
17. 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.
18. 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.
19. 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

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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.

20. 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.

21. 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.*
22. 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.
23. 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.
24. 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

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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

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

CONTRACTOR
POWER STANDARD, LLC

BY 
BY Darrell Hallmark (Aug 9, 2022 16:05 EDT)
Title: Sr VP Transmission & Distribution

Darrell Hallmark _____
Print Name
1828 NW Avenue F _____
Address
Andrews, TX 79714 _____
City, State, Zip Code

EXHIBIT A

Lubbock Power & Light Texas Labor Rates Expires 2023	
Classification (Straight Time)	Proposed ST Wages
Supervisor/Crew Leac	\$108.74
Journeyman Linemer	\$103.17
Apprentice Linemer	\$86.45
Operator	\$69.13
Groundman	\$65.67
Crane Operator	\$77.15
Rigger	\$71.40
Equipment Operator	\$69.13
Classification (Overtime)	Proposed OT Wages
Supervisor/Crew Leac	\$123.61
Journeyman Linemer	\$117.27
Apprentice Linemer	\$98.27
Operator	\$78.58
Groundman	\$74.65
Crane Operator	\$87.70
Rigger	\$81.17
Equipment Operator	\$78.58

Lubbock Power & Light - Subcontractors & Material Mark Up			
Description	Cost	Mark Up	Total
Subcontractors		15%	
Material		15%	

Lubbock Power & Light Retainer Options (If Applicable)	
Response Time	Cost
4 Hours or Less	\$ 150,000.00
4-8 Hours	\$ 112,500.00
8-12 Hours	\$ 84,375.00
Other	

Lubbock Power & Light - Mobilization/De-mobilization	
Description	Lump Sum Cost
Mobilization Cost	\$ 8,435.70
De-Mobilization Cost	\$ 8,435.70

Lubbock Power & Light Texas Equipment Rates Expires 2023			
Description	Hourly	Weekly	Monthly
1 ton crew cab with utility bed 4x4	\$ 19.88	\$ 1,060.07	\$ 3,180.21
3/4 ton, 4x4	\$ 22.80	\$ 1,216.24	\$ 3,648.71
Mechanic truck with tools	\$ 45.69	\$ 2,436.98	\$ 7,310.95
Air cmp & tools 125 cfm	\$ 10.20	\$ 544.19	\$ 1,632.58
Air cmp & tools 160-200 cfm	\$ 19.19	\$ 1,023.56	\$ 3,070.67
ATV buggy with trailer	\$ 23.52	\$ 1,254.42	\$ 3,763.25
Backhoe, 580 case or equivalent	\$ 20.74	\$ 1,106.01	\$ 3,318.02
Skid steer with bucket/forks	\$ 33.24	\$ 1,772.57	\$ 5,317.70
Bucket 125ft flex track	\$ 259.17	\$ 13,822.14	\$ 41,466.43
Bucket 65ft flex track	\$ 115.06	\$ 6,136.63	\$ 18,409.89
Bucket 80ft flex track	\$ 209.81	\$ 11,189.63	\$ 33,568.90
Bucket 90ft flex track	\$ 171.16	\$ 9,128.39	\$ 27,385.16
Bucket 95ft flex track	\$ 195.01	\$ 10,400.47	\$ 31,201.41
Bucket truck, 50'-55'	\$ 39.75	\$ 2,120.14	\$ 6,360.42
Bucket truck, 65'	\$ 53.00	\$ 2,826.86	\$ 8,480.57
Bucket truck, 75'	\$ 89.83	\$ 4,790.93	\$ 14,372.79
Bucket truck, 85'-90'	\$ 123.56	\$ 6,590.11	\$ 19,770.32

Bucket truck, 100'	\$ 149.07	\$ 7,950.53	\$ 23,851.59
Bucket truck, 125'	\$ 214.47	\$ 11,438.16	\$ 34,314.49
Bucket truck, 150'	\$ 242.93	\$ 12,956.42	\$ 38,869.26
Concrete mixer, 1/2yd portable	\$ 9.23	\$ 492.34	\$ 1,477.03
Concrete mixer, 1/4yd portable	\$ 7.38	\$ 393.40	\$ 1,180.21
Concrete mixer trailer on tracks	POR- Specialty Item		
Concrete, truck 8yd	\$ 71.67	\$ 3,822.14	\$ 11,466.43
Crane Lieber 120 ton	\$ 270.21	\$ 14,411.07	\$ 43,233.22
Crane mantis 18 ton	\$ 71.78	\$ 3,828.03	\$ 11,484.10
Crane mantis 30 ton	\$ 99.38	\$ 5,300.35	\$ 15,901.06
Crane mantis 40 ton	\$ 121.47	\$ 6,478.21	\$ 19,434.63
Crane mantis 45 ton	\$ 132.51	\$ 7,067.14	\$ 21,201.41
Crane mantis 50 ton	\$ 149.07	\$ 7,950.53	\$ 23,851.59
Crane mantis 70 ton	\$ 154.59	\$ 8,244.99	\$ 24,734.98
Crane mantis 100 ton	\$ 226.37	\$ 12,073.03	\$ 36,219.08
Crane mantis 120 ton	\$ 287.10	\$ 15,312.13	\$ 45,936.40
Dozer, w/derrick digger & blade	POR- Specialty Item		
Dozer w/6-way blade	\$ 101.59	\$ 5,418.14	\$ 16,254.42
Dozer, d5-d6	\$ 62.80	\$ 3,349.23	\$ 10,047.70
Dozer, d7-d8	\$ 173.98	\$ 9,279.15	\$ 27,837.46
Dozer, w/sideboom	\$ 86.33	\$ 4,604.24	\$ 13,812.72
Digger Derrick, General 80 or equivalent	\$ 112.17	\$ 5,982.33	\$ 17,947.00
Flex track with digger	\$ 176.57	\$ 9,416.96	\$ 28,250.88
Front end loader 1.5 yd	\$ 23.58	\$ 1,257.36	\$ 3,772.08
Front end loader 3.5 yd	\$ 81.38	\$ 4,340.40	\$ 13,021.20
lodrill digger DH60	\$ 231.89	\$ 12,367.49	\$ 37,102.47
Mechanical tamper	\$ 5.25	\$ 279.74	\$ 839.22
Trackhoe 22'	\$ 60.73	\$ 3,239.10	\$ 9,717.31
Trailer, float 30'-40'	\$ 19.88	\$ 1,060.07	\$ 3,180.21
Trailer, lowboy, 40ton	\$ 60.73	\$ 3,239.10	\$ 9,717.31
Trailer, material, 16'-20' 2axle	\$ 13.25	\$ 706.71	\$ 2,120.14
Trailer, pole (or 24'-28' gooseneck)	\$ 23.06	\$ 1,229.68	\$ 3,689.05
Trailer, tool	\$ 10.60	\$ 565.37	\$ 1,696.11
Truck, 5th wheel	\$ 55.65	\$ 2,968.20	\$ 8,904.59
Truck, 5th wheel, w/boom & digger	POR- Specialty Item		
Truck, Crane 22ton	\$ 85.25	\$ 4,546.53	\$ 13,639.58
Truck, Crane 28ton	\$ 90.13	\$ 4,806.83	\$ 14,420.49
Truck, Crane 33ton	\$ 116.12	\$ 6,193.17	\$ 18,579.51
Truck, Crane 38ton	\$ 124.57	\$ 6,643.70	\$ 19,931.10
Truck, pressure digger	\$ 179.77	\$ 9,587.75	\$ 28,763.25
Truck, dump - 5yd	\$ 33.02	\$ 1,760.90	\$ 5,282.69
Truck, dump - 8-9yd	\$ 46.10	\$ 2,458.78	\$ 7,376.33
Truck, dump, tandem axle (12-14yd)	\$ 69.07	\$ 3,683.75	\$ 11,051.24
Truck, vacuum, 2000 gallon with water	\$ 43.95	\$ 2,343.93	\$ 7,031.80
Welding, w/tools 200amp	\$ 45.69	\$ 2,436.98	\$ 7,310.95
Wire puller, 10,000# single drum	\$ 164.77	\$ 8,787.99	\$ 26,363.96
Wire puller, 30,000#	\$ 311.22	\$ 16,598.35	\$ 49,795.05
Wire puller 4 drum rope	\$ 51.26	\$ 2,733.80	\$ 8,201.41
Wire puller single drum	\$ 50.04	\$ 2,669.02	\$ 8,007.07
Wire puller V-groove	\$ 120.21	\$ 6,411.07	\$ 19,233.22
Wire Take-up rig, single drum	\$ 19.21	\$ 1,024.73	\$ 3,074.20

Communications and Anti-Lobbying Provision during the Proposal Process

ALL CORRESPONDENCE CONCERNING THIS RFP SHALL ONLY OCCUR THROUGH THE ESTABLISHED PROCESS OF THE PRE-CONFERENCE MEETINGS AND BY E-MAILING FORTA@LPANDL.COM. VIOLATIONS ARE A CAUSE FOR IMMEDIATE DISMISSAL FROM FURTHER CONSIDERATION IN THIS PROCESS.

DURING THE PERIOD BETWEEN THE 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 THE LP&L ELECTRIC UTILITY BOARD, LP&L CONSULTANT OR LP&L/CITY STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.

THIS PROVISION IS INTENDED TO HELD MAINTAIN A LEVEL PLAYING FIELD FOR ALL PARTICIPANTS, TO HELD CONFIRM THAT RESOURCE DECISIONS ARE MADE ACCORDING TO THE ESTABLISHED PROCESSES, AND TO OTHERWISE PROTECT THE INTEGRITY OF THE RFP PROCESS. VIOLATION OF THIS PROVISION IS CAUSE FOR IMMEDIATE DISMISSAL OF A PARTICIPANT.

RFP 7136-22-ELD - LP&L Emergency Maintenance for Transmission Lines - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7136-22-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 28.				
✓	Contractor's Qualifications, page 29.				
✓	Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Proposal, 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

Power Standard, LLC

Print Name of Company.

Justin Zapf / 432-924-1977


Contact Person/Phone

SUBMIT TO: LUBBOCK POWER & LIGHT PURCHASING DEPARTMENT 1314 Ave K – 5th Floor LUBBOCK, TX 79401		 LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7136-22-ELD
Felix Orta Purchasing Manager, Electric Utilities		
TEL: 806.775.2546 EMAIL: Forta@lpandl.com		
TITLE: LP&L Emergency Maintenance for Transmission Lines - Annual Pricing		SUBMITTAL DEADLINE: May 19, 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: Power Standard, LLC	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: 1828 NW Avenue F		
CITY – STATE – ZIP: Andrews, TX 79714		
TELEPHONE NO: 432.523.2046		
FAX NO: 432-523-9816		
E-MAIL: proposals@kv-p.com		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 83-2296-038		
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 X 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
 Bryan Hoffman
 Print/Type Name

CEO
 Title
 5/19/22
 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 Emergency Maintenance for Transmission Lines - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7136-22-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 Emergency Maintenance for Transmission Lines - Annual Pricing** until 2:00 p.m. CST, May 19, 2022, 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 Emergency Maintenance for Transmission Lines - 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 EMAILED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

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 four (4) 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: _____

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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-.**

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.

Commercial General Liability Requirements: \$3M occurrence / \$5M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Add Excess Liability per the following: \$7M for \$3M/occurrence for a total of \$10M

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Commercial General Liability Digging Endorsement: XCU endorsement is required

Automobile Liability Requirements: \$1M/occurrence is needed

Builder's Risk Requirements: NOT APPLICABLE

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

Workers Compensation Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

Pollution Liability Requirements: NOT APPLICABLE

Special Insurances

Crime Protection Coverage Requirements: NOT APPLICABLE

Aircraft (Manned) Liability Requirements: NOT APPLICABLE

Aircraft (Unmanned) Liability Requirements: NOT APPLICABLE

Aircraft Aerial Application Liability Requirements: NOT APPLICABLE

- B. * The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet a A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

- 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. 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 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

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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)

Bryan Hoffman, CEO
Offeror (Print)

OFFEROR'S NAME: Power Standard, LLC
(Print or Type)

OFFEROR'S ADDRESS: 1828 NW Avenue F
Andrews, TX 79714

Name of Agent/Broker: Kelly Elliot Sr. Account Executive, Insource Insurance Group

Address of Agent/Broker: 5108 Wayland Dr

City/State/Zip: Odessa, TX 79762

Agent/Broker Telephone Number: (432) 614-5337

Date: 5/17/22

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

Bryan Hoffman 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.

Power Standard, LLC

NAME OF FIRM



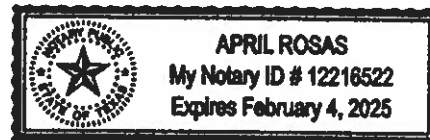
SIGNATURE OF OFFEROR

CEO

TITLE

Subscribed and sworn to before me this 17th day of May, 2022


 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: Power Standard, LLC

Signature of Company Official: 

Date Signed: 5/17/2022

Printed name of company official signing above: Bryan Hoffman, CEO

State Law Verifications

I, Bryan Hoffman (Person name), the undersigned representative of (Company or Business name) Power Standard, LLC

(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.

DATE

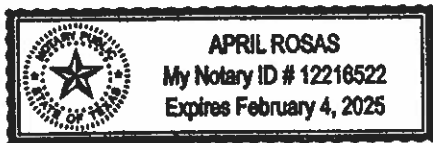
5/17/22

SIGNATURE OF COMPANY
REPRESENTATIVE


ON THIS THE 17th day of May, 20 22, personally
appeared Bryan Hoffmann, the above-named person,
who after 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. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	2. _____
N/A	1. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	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 Justin Zapf

Title: Business Development Manager

Company: Power Standard, LLC.

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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 X 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: Power Standard, LLC.

Signature of Company Official: *Justin Zapf*



InSource Insurance Group, LLC
5108 Wayland Drive, Odessa, Texas 79762-5513
phone (432) 362-8800 • fax (432) 362-8855

September 15, 2021

KV Power, LLC
P. O. Box 1607
Andrews, TX 79714

Re: Workers' Compensation Experience Modification

Dear Bryan:

This is to confirm your workers' compensation experience modifications as follows:

8/21/21 - 8/21/2264

If you need anything further, please feel free to contact our office.

Sincerely,

INSOURCE INSURANCE GROUP, LLC

A handwritten signature in black ink that reads "Kelly Elliott". The signature is written in a cursive, flowing style.

Kelly Elliott, CIC, CISR, ACSR
Senior Account Manager

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees (former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35 in OSHA's Recordkeeping rule for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	0 (I)	3 (J)

Number of Days

Total number of days away from work

7 (K) 0 (L)

Injury and Illness Types

Total number of	(1) Injury	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	4	0	0	0
(2) Skin Disorder				
(3) Respiratory Condition				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing the instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed forms to this office.



Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment information

Your establishment name kV Power
Street 1828 NW Ave F
City Andrews State Texas Zip

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 3 0

Employment information

Annual average number of employees 567

Total hours worked by all employees last year 1,373,801

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Representative Title
1-19-2022 Date

432-523-2048 Phone

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Lubbock Power & Light
RFP 7136-22-ELD**

1. GENERAL CONDITIONS:

- 1.1 Billing invoices shall be itemized with charges separated accordingly. LP&L shall reserve the right to inspect time sheets on each repair to confirm charges. No charges will be automatically paid that should be included in the unit cost proposal submittal form. Invoices for work shall be submitted to LP&L for payment within 30 days of the completion of work.
- 1.2 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.

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.

30% 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.

10% SAFETY RECORD QUESTIONNAIRE: This criterion is also more subjectively evaluated and the formula is as follows: (Points X Weight = Score) with a maximum of ten points allowable. Each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Contractors Experience Modification Ratio. The Offeror shall submit this ratio in the Contractors Statement of Qualifications. Contractors with an **Experience Modification Ratio greater than 1 will be scored as zero.** LP&L may consider any incidents involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators will base their rating primarily upon the type of offense, date of the offense, location where the offense occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.

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
April 26, 2022	Advertising & Publishing RFP
May 12, 2022 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications
May 19, 2022	Proposals due in Purchasing by 2:00 pm C.S.T.
June 21, 2022	EUB Meeting

EXHIBIT A**LP&L Emergency Maintenance for Transmission Lines - Annual Pricing**
RFP 7136-22-ELD**UNIT COST PROPOSAL SUBMITTAL FORM****Emergency Transmission Maintenance:**

- 1 Crew and Equipment Availability: The undersigned bidder hereby proposes to provide emergency restoration and rehabilitation work as specified in 16857 - Transmission Line General Technical Requirements as requested by Lubbock Power and Light. All equipment and personnel rates are to be captured on the Equipment_List spreadsheet.
- 2 Retainer Options: The undersigned bidder may provide retainer options based on crew locations and response times in an emergency event. All retainer fees are to be captured on the Equipment_List spreadsheet. The hourly rates for these services must include per diem costs, travel, mileage, vehicle charges, equipment charges, incidental parts & supplies 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	Power Standard, LLC, formerly known as kV Power, LLC		
Business Address of Regional Office	1828 NW Avenue F Andrews, TX 79714		
Name of Regional Office Manager			
Year Business was Established	2012		
Telephone Numbers			
Main Number	432.523.2046		
Fax Number	432-523-9816		
Web Site Address	www.kv-p.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:		10 Years	
As a General Contractor	<input checked="" type="checkbox"/>	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.			

SAFETY RECORD QUESTIONNAIRE

Lubbock Power & Light desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on LP&L contracts. Pursuant to Section 252.0435 of the Local Government Code, Lubbock Power & Light has adopted the following written definition and criteria for accurately determining the safety record of a Offeror prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a Offeror for this consideration shall be:

Lubbock Power & Light shall consider the safety record of the offerors in determining the responsibility thereof. Lubbock Power & Light may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, Be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Offeror for violations of OSHA regulations within the past three (3) years. Please include OSHA 300 and 300A logs provided for at least three (3) years to include: Lost Time / Days Away from Work Cases, Restricted / Transferred Cases, DART Cases, Other Recordable Cases and Fatalities.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that Lubbock Power & Light may consider the safety records of potential contractors prior to awarding proposals on LP&L contracts, Lubbock Power & Light requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____

NO ☒ _____

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____

NO ☒ _____

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____

NO ☒ _____

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's **Experience Modification Rate, OSHA 300 Logs, OSHA 300A Logs** and supporting information:

Experience modification rate: .64 (please provide the number)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature 

CEO
Title

16857 - Transmission Line General Technical Requirements

16857.1 General

This section specifies the general technical requirements applicable to the technical specifications sections, including furnishing and installing materials for and documenting the construction of overhead electric transmission lines.

The requirements of this section are intended as an addition to and not to be in conflict with any specific requirements included in any other section of the technical specifications.

16857.1.1 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference.

Work	In Accordance With
Transmission Line Construction and Materials	<p>National Electrical Safety Code (ANSI C2).</p> <p>Federal and State Occupational Safety and Health Act (OSHA).</p> <p>American Concrete Institute.</p> <p>American Institute of Steel Construction.</p> <p>American Iron and Steel Institute.</p> <p>American Institute of Timber Construction.</p> <p>American National Standard Institute.</p> <p>American Society of Civil Engineers.</p> <p>American Society of Mechanical Engineers.</p> <p>American Society for Testing and Materials.</p> <p>American Welding Society.</p> <p>Concrete Reinforcing Steel Institute.</p> <p>Institute of Electrical and Electronics Engineers, Inc.</p> <p>National Electrical Manufacturer's Association.</p> <p>Underwriters' Laboratories, Inc.</p>

16857.1.2 Technical Attachments

Not used.

16857.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16857.2 Existing Underground Facilities

Existing underground facilities, such as telecommunication cables, water lines, gas mains, and sewers in the vicinity of structure locations, are indicated on the drawings. Information as indicated on the drawings has been made available to or discovered by the Owner in preparing the drawings. The Contractor shall verify the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The Contractor shall be solely responsible for locating all existing underground installations, in advance of drilling pole holes, by contacting the owners thereof and prospecting.

The Contractor shall use his own information and shall not rely upon any information indicated on the drawings concerning existing underground installations.

The Contractor will be held responsible for any interruption in the service of underground facilities resulting from his operations, unless the facilities' owner has given specific approval for the interruption in each case.

Should facilities become damaged during construction and the Owner of said facilities choose not to do its own repair work, the Contractor shall restore the facilities to a condition equal to or better than that prior to construction. The Contractor shall perform all repair and restoration work to the complete satisfaction of the owners of the damaged facilities.

Should the owner of damaged facilities as described above choose to do its own repair work, the Contractor shall provide assistance as requested and assume all just and reasonable expenses thus incurred by the parties whose facilities were damaged.

The Contractor is responsible for ensuring inspection requirements are met as stated by all governing authorities for all repaired or reconditioned underground utility facilities. The Contractor is responsible for all applicable inspection fees.

The Contractor shall accurately locate each underground facility encountered on the drawings. Facilities' original location and relocation (where applicable) shall be clearly identified on all drawings. Upon completion, the Contractor shall submit the marked copy of the drawings to the Owner as part of the field records.

16857.3 Site Conditions

16857.3.1 Site Investigation and Contractor's Representation

Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions. The Contractor is aware of the bearing on the project of the following: availability of transportation; access to the transmission line right-of-way; disposal, handling and storage of materials; availability of labor, water, and roads; the uncertainties of weather, water levels, or similar physical conditions along the transmission line right-of-way; the conformation and condition of the ground; the character of equipment and facilities needed during the execution of the work; and all other matters that can in any way affect the scope of work or the Contract Price.

Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the transmission line right-of-way and from reviewing any available records of exploratory work furnished by the Owner or included with these Documents. Failure by the Contractor to acquaint himself with the physical conditions of the

transmission line right-of-way and all available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Contractor warrants that, as a result of his examination and investigation of all the aforesaid data, he can perform the work to the satisfaction of the Owner. Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility thereof is assumed by the Owner.

16857.4 Modification and Removal of Existing Facilities

16857.4.1 General

During construction, existing facilities may require modification or removal in order to properly execute project construction. The Contractor shall make such modifications and removals as indicated on the drawings and as required by these Specifications.

The Contractor will coordinate all work regarding modifications and removal of existing facilities with the Owner to minimize interruptions on the Owner's system. Prior to starting the modification and/or removal work, the Contractor will prepare and submit to the Owner a proposed detailed schedule for such work. The Contractor shall not proceed with the modification and/or removal work until the schedule has been approved by the Owner.

The Contractor shall protect from damage all existing structures and materials that are to remain in place. Existing facilities that are damaged during modification work shall be restored to their original condition to the Owner's satisfaction. The Contractor shall pay all costs in connection with repairing damages to existing facilities resulting from this work.

16857.5 Easements and Permits

Where portions of the work will be located on public or private property, easements and/or permits will be obtained by the Owner as described in the Special Conditions. Copies of the easements and permits are available from the Owner for review.

It is anticipated that all required easements and permits will be obtained by the Owner before the start of construction. However, should the procurement of any easement or permit be delayed, the Contractor will schedule the work in such a way that construction can continue confined to areas where easements or permits have been obtained or are not required, until the delayed easement or permit is secured.

The Contractor shall comply with restrictions on limitations listed in the easement or permit documents.

16857.6 Preservation, Restoration and Cleanup

16857.6.1 Site Restoration and Cleanup

The Contractor shall clean up construction debris, excess excavation, and excess materials, and completely restore fences, mailboxes, ditches, culverts, signposts, and similar items immediately following structure setting and framing.

The Contractor shall stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on city, state, or county rights-of-way. Contractor shall remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition and replace topsoil areas raked and graded to conform to their original contours.

At the conclusion of each day's work, the Contractor shall thoroughly clean all spilled soil, gravel, or other foreign materials caused by the construction operations from all streets and roads.

The Contractor shall reopen, grade, and restore natural drainage at all existing ditches and culverts. Contractor shall repair or replace damaged or broken culverts to their original condition.

Upon completion of construction operations, the Contractor shall hand-rake and drag all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material. The finished surface shall conform to the original surface, and shall be free-draining and free from holes, ruts, rough spots, or other surface features detrimental to a seeded area.

The Contractor shall replace damaged or destroyed vegetation in a manner suitable to the Owner.

If required by the Owner, an approved dust-preventive treatment shall be used on all unpaved streets, roads, detours, or haul roads used in the construction area. Alternatively, water shall be applied to the construction area periodically to prevent dust. Applicable environmental regulations for dust prevention shall be adhered to.

The Contractor shall fertilize and reseed or re-sod originally seeded or sodded areas outside dedicated rights-of-way or easements, in accordance with Section 16860, Transmission Line Seeding and Sodding.

16857.7 Equivalent Material and Equipment

Approval of equivalent material and equipment shall be as specified in the Special Conditions.

Where one or more manufacturers are listed in the Contract Documents for a material item, without the words "or equal," the Contractor shall provide the product of one of the manufacturers listed. Where one or more manufacturers are listed followed by the words "or equal," "or approved equal," "or equivalent," and "or acceptable equal," the Contractor shall provide the product of one of the manufacturers listed, or an equivalent material item may be proposed as a substitute for the one specified. The proposed substitution must be a product of equal quality; must meet or exceed the attributes, performance, or other standards of the specified product; and must be approved by the Owner.

When an equivalent material or equipment item is approved by the Owner, all costs associated with changes required to incorporate the equivalent item into the work shall be borne by the Contractor without increase in the Contract Price.

16857.8 Material and Equipment

16857.8.1 General

A Bill of Material is shown on the drawings and segregates Owner-furnished material items from Contractor-furnished material items.

Material items are specified on the transmission line construction assembly drawings and in the Bill of Material with specific manufacturers' names and catalog numbers. Where material is so specified, and not furnished by the Owner, the Contractor shall furnish the material item as specified, or an equivalent item as approved by the Owner and shall match exactly any Owner-furnished material item when furnishing additional units of those items.

16857.8.2 Owner-Furnished Materials

Owner-furnished materials are listed and identified in the Bill of Material. The Contractor shall obtain Owner-furnished material items from the Owner's designated storage area and transport them to the jobsite.

Contractor will receive, unload, inspect, and properly protect Owner-furnished material at the jobsite and will immediately report and return to the Owner any material found damaged or unsuitable for use.

**LP&L
Emergency T-Line**

**Emergency Transmission
Maintenance General Technical
Requirements**

Owner-furnished material damaged by the Contractor shall be promptly replaced or, if approved by Owner, satisfactorily repaired.

The costs for handling, installing, adjusting, and integrating in the project all Owner-furnished material shall be included in the Contract Price.

16857.8.3 Contractor-Furnished Materials

The Contractor shall provide all material items designated on the Bill of Material as Contractor-furnished materials and also provide all incidental material items, connections, and other items that are not specified on the drawings or Bill of Material, but are necessary to complete the work as specified as though such material items, connections and other items were shown on the drawings and/or the Bill of Material. Contractor-furnished materials shall be in accordance with the drawings and Specifications.

16857.8.4 Salvaged Materials

Contractor shall deliver all salvaged poles, structures, equipment, conductors, and materials to the Owner's storage area and unload as directed by the Owner. Dispose of all materials not being salvaged.

Contractor shall obtain a signed voucher from the Owner's storekeeper for all returned material.

The Contractor shall disassemble, sort, and store all structures and materials. Wood and concrete poles removed shall be freed of dirt and other debris and inspected for damage. The Contractor shall identify and inform Owner of any wood poles that may need treatment to prevent further deterioration and notify Owner of any damage needing repair.

Contractor shall spool and tag all conductors, shield wires, fiber optic cables, and guy wires with information concerning the type and approximate length of conductor or wire in feet contained in each spool. The Contractor shall remove all splices and connectors and identify and inform Owner of any damaged sections of wire.

The Contractor shall provide all reels, shoring, and crating required for the storage of salvaged structures, equipment, and materials.

16857.9 Protection of the Environment

16857.9.1 General

Observe the rules and regulations of the Owner and the state, local, and federal agencies having jurisdiction over the protection of the environment.

16857.10 Traffic Control

Traffic control shall be the responsibility of the Contractor and shall be in accordance with applicable state, county, and municipality statutes and guidelines. Owner shall be provided a copy of the approved traffic control permit.

16858 - Transmission Line Contractor-Furnished Materials

16858.1 General

16858.1.1 Scope of Supply

The materials included in this section shall be furnished and installed by the Contractor under these specifications. The equipment and materials are in addition to those specified elsewhere and are necessary to make a complete operational installation as intended by the drawings and these specifications.

This section describes the material, functions, and general arrangements desired. The content of these specifications does not necessarily cover all design details and features. The right is reserved to require modifications of construction details or operations features which may not have been discussed in these specifications and which, in the estimation of the Engineer, are substandard or undesirable.

Installation of materials shall be accomplished in a neat and workmanlike manner. All work shall be in accordance with the best practices of the electrical construction industry. The completed installation shall provide a minimum of hazard to personnel and shall not interfere with the use, as intended, of the area in which they are installed.

16858.1.2 Technical Attachments

Not used.

16858.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16858.2 Engineering Data

The Contractor shall submit drawings which adequately indicate the general arrangements of major items of materials, principles of operation, sizes, general appearance, and materials of construction.

The Contractor shall submit drawings to the Engineer for acceptance on all major items of material he is required to furnish under this section of these specifications. The drawings shall be submitted as specified in the General Requirements, and not later than 30 days after award of contract.

16858.3 Correction of Manufacturing Errors

The materials shall be complete in all respects within the limits herein outlined as determined by the Owner. All manufacturing errors or omissions required to be corrected in the field shall be done by the Contractor at his expense, or if done by the Owner, the cost of the same shall be deducted from the contract price.

16858.4 Material

Contractor-furnished material shall be in accordance with the drawings and the following articles. The Contractor shall be responsible for determining the quantities of material required.

16858.4.1 General

Contractor shall provide all tooling, testing equipment and construction equipment to meet the specification.

16858.4.1 Transmission Line Seeding and Sodding

Contractor shall provide all sodding, fertilizer, mulch, seed, water, and necessary materials to apply these items.

LP&L
Emergency T-Line

**Transmission Line Contractor-
Furnished Materials**

16858.4.2 Fences and Gates

Contractor shall provide all padlocks for gates.

16858.4.3 Excavation and Backfill

Contractor shall provide all casing, crushed rock backfill, concrete, and controlled low-strength material.

16858.4.4 Cast-In-Place Concrete

Contractor shall provide all casing, concrete, steel reinforcement, ties, forms, form ties, curing compounds, and grouting.

16858.4.5 Grouting

Contractor shall provide all grouting and curing compounds.

16858.4.6 Structure Setting and Erection

Contractor shall provide all wood structures, hardware, and equipment for shoo-fly construction.

16858.4.7 Installation of Aerial Wires and Conductors

Contractor shall provide all conductors splices, stringing blocks, equipment, grounding, grips, guard structures, tooling, pulling ropes, and pulling wire for the installation of aerial wires and conductors.

16859 - Transmission Line Right-of-Way Clearing

16859.1 General

16859.1.1 Scope of Supply

This section covers general procedures and requirements for right-of-way clearing for construction of the associated transmission line. The following shall be performed:

Trim or remove and dispose of trees, shrubs, and underbrush along the right-of-way as specified herein and as indicated on the drawings.

Do not begin clearing work on any right-of-way section until that section has been released in writing by the Owner.

Perform right-of-way clearing with minimum disturbance to the natural surroundings. Existing grades shall not be modified without Owner approval.

Use only workers who are experienced in tree trimming and clearing work for right-of-way clearing.

Perform clearing work within street, road, or highway rights-of-way in accordance with the requirements of the municipal, county, or state authority having jurisdiction over the right-of-way in each case.

Clearing performed on private right-of-way shall comply with all provisions and limitations in the Owner's easements and agreements.

Do not use equipment that may leave ruts or track marks in wetland areas.

16859.1.2 Technical Attachments

Not used.

16859.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16859.2 Staking

The right-of-way limits shall be staked before starting clearing or trimming. Right-of-way stakes shall be clearly visible and of sufficient size and spacing to define the right-of-way limits. If left unattended overnight or over the weekend, stake locations shall be checked to the latest drawings to ensure accuracy before starting clearing or trimming.

16859.3 Clearing

On right-of-way portions that are designated on the drawings to be cleared, all vegetation, including stumps and roots, shall be removed to ground line to allow the Owner to perform future right-of-way maintenance using conventional mowing equipment.

Environmentally sensitive areas shall be protected. Owner will delineate sensitive areas prior to start of clearing and construction. Prior to the start of clearing and construction, it shall be verified with Owner that delineation activities are complete.

Where existing fences, gates, and/or any other such facilities must be removed to carry out the clearing, or are damaged during clearing, they shall be restored to their original condition or replaced.

16859.4 Trimming

Portions of the right-of-way may be designated to be trimmed as indicated by the "Trim Line" on the drawings. In these areas, the existing trees shall be trimmed to provide the horizontal and vertical clearances indicated on the drawings. Where trees require significant trimming that would destroy the overall symmetry of the tree, the entire tree shall be trimmed to provide an overall symmetrical appearance.

16859.5 Selective Clearing

Portions of the right-of-way designated as "Selective Clearing Area" shall be cleared as specified herein.

Shrubs and underbrush shall be cleared only near structure locations at construction lay-down areas. Areas to be cleared should be the minimum required to successfully and safely complete construction activities at the specific site. Prior to clearing, Owner's approval shall be obtained for the size of the clearing area required for the construction lay-down areas.

In upland areas designated as "Selective Clearing Area," the entire tree length to groundline, of all trees shall be removed, including the removal of stumps and roots larger than 2 inches in diameter.

In wetland areas designated as "Selective Clearing Area," all trees shall be removed to within 4 inches of the groundline or waterline (as measured during the wet season). Stumps of felled trees in wetlands shall be left in place to retain the integrity of the wetland and bottom soils and to maintain the hydraulic characteristics of the area. Shrubs and underbrush shall not be removed. In addition, a meandering line shall be used for vehicle access so that long visible vehicle trails are not created.

16859.6 Danger Timber

Dead, diseased, or leaning timber outside the right-of-way that could fall into the transmission line shall be designated as danger timber. The height of timber that could fall into the transmission line is indicated as the "Danger Timber Line" on the drawings. All danger timber shall be marked. Owner shall be notified when danger timber has been marked. Owner will inspect and approve danger timber removal. Danger timber shall be cut or trimmed in a manner that will minimize damage to trees that are not to be cut.

16859.7 Disposal

Cleared vegetation shall be disposed of in accordance with the following items.

16859.7.1 Urban Areas

Cleared or trimmed vegetation shall be hauled away and the material disposed of at an acceptable disposal site.

16859.7.2 Upland Rural Areas

Cleared or trimmed vegetation shall be hauled to a suitable disposal site. With Owner's approval, and if allowed by local and state regulations, cleared and trimmed vegetation may be chipped, burned, scattered, windrowed, or stacked on the right-of-way. All local and state permits shall be obtained required for burning. No burning shall take place without Owner's approval.

16859.7.3 Wetland Areas

Cleared or trimmed vegetation shall be hauled to a suitable disposal site, or to adjacent upland areas only if vegetation removal is allowed by permit. Cleared and trimmed vegetation may be left if authorized by the appropriate state or federal regulatory agency. Vegetation removed from wetlands to upland areas may be chipped, burned, scattered, windrowed, or stacked as specified in Item 16859.7.2 above.

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**Transmission Line Right-of-Way
Clearing**

16859.8 Injury Repair

Damage to trees that are not to be cut or trimmed shall be avoided. If a tree is injured during the construction period, it shall be repaired as soon as possible. Such repair, to be completed by a licensed arborist, shall minimize the possibility of disease to the injured tree and shall be in accordance with accepted tree surgery practices.

16859.9 Seeding and Sodding

Areas indicated on the drawings shall be seeded or sodded in accordance with Section 16860, Transmission Line Seeding and Sodding. In general, once construction is complete, all established areas that were disturbed during clearing or construction shall be seeded or sodded.

16860 - Transmission Line Seeding and Sodding

16860.1 General

16860.1.1 Scope of Supply

This section covers seeding and sodding of transmission line rights-of-way, access roads, and work platforms to stabilize disturbed soil and embankments and control erosion.

16860.1.2 Technical Attachments

Not used.

16860.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16860.2 Sodding

Sodding shall include preparation of the soil surface, fertilizing, laying the sod, rolling, and watering. Sod shall be placed only when the soil is moist and in proper condition to induce growth.

Sod shall conform to all applicable laws of the State of Texas.

Sod shall be placed after preparing the soil and applying fertilizer as specified. The native soil on the roots of the sod shall be retained during placement. Dumping sod from vehicles will not be permitted. Sod shall be transplanted within 24 hours from the time of stripping, unless stored in a satisfactory manner. After delivery and while in stacks, sod shall be kept moist and protected from exposure to the air and sun and from freezing. During periods of high temperature, after all unevenness in the soil surface has been corrected, the soil shall be lightly moistened immediately prior to laying the sod.

As sodding is completed in any one section, sod shall be pressed into contact with the sod bed by tamping or rolling to eliminate air pockets. A true and even surface shall be provided to ensure knitting without displacement of the sod or deformation of the surface of sodded areas. Following compaction, good quality screened soil shall be used to fill all cracks. Work excess soil into the grass with rakes or other suitable equipment. Adjust the quantity of fill soil so that it will not smother the grass. The sod shall be watered to a depth such that both the underside of the new sod and the soil immediately below the sod are thoroughly wet.

16860.3 Seeding

Seeding shall include preparation of the soil surface, fertilizing, seeding, compacting, mulching, and watering.

Mulch, seed, and fertilizer may be applied simultaneously with a hydraulic applicator manufactured specifically for this purpose. The hydraulic applicator shall be capable of applying the mulch, seed, and fertilizer slurry in the proper proportions under its own power to slopes at least as steep as 2 feet horizontal for 1 foot vertical.

Fertilizing, seeding, or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Seeds shall be sown only when the soil is moist and in proper condition to induce growth. Areas to be seeded shall be scarified by disc or cultivated by other approved method to a depth of 4 inches prior to seeding.

Seeding shall be conducted under favorable weather conditions during seasons that are normal for such work as determined by accepted practice in project locality. Seeding operation shall proceed on moist soil, but only after free surface water has drained away. Seeding mixtures shall be as follows:

16860.4 Fertilizer

Commercial fertilizers shall comply with state and local laws regulating the use of fertilizers and shall be approved for use in the area being seeded.

16860.5 Mulch

Mulch shall be either vegetative mulch consisting of stalks of oats or wheat or a wood cellulose fiber mulch. Mulch shall be free of noxious weeds. Mulch shall be spread at a rate of 1,500 pounds per 10,000 square feet.

16860.6 Seed

Seed shall be labeled in accordance with the latest US Department of Agriculture Rules and Regulations under the Federal Seed Act and shall comply with all applicable state and local laws and regulations. Sealed standard containers, plainly labeled as to variety, percentage of germination, purity, and the date tests were made shall be provided. Seed that has become wet, moldy, or otherwise damaged will not be acceptable.

Seed with the following minimum percentages by weight of pure live seed shall be used:

Seed shall conform to all applicable laws of the State of Texas.

The balance of material in an acceptable seed mixture (other than pure live seed) shall, for the most part, consist of nonviable seed, chaff, hulls, live seed of crop plants, and harmless inert matter. The percentage of weed seed shall not exceed 1 percent by weight for the mixture.

16860.7 Guarantee

If, at the end of 8 weeks following seed planting or sodding, a satisfactory stand of grass has not been produced, unsatisfactory portions thereof shall be renovated and reseeded or resodded immediately or during the next planting season. A satisfactory stand of grass is defined as an area of 1,000 lineal feet of right-of-way that has the following:

No bare spots larger than 9 square feet.

Not more than 10 percent of total area with bare spots larger than 4 square feet.

16860.8 Watering

Watering will be required to promote the establishment of healthy turf. Water areas that have been seeded or sodded such that water will penetrate 1 inch into the soil.

Additional applications of water will be required until the grass is well established after planting.

Water and all pipes, pumps, hoses, sprinklers, and all other necessary materials shall be supplied to apply water.

16860.9 Maintenance

All planted areas shall be maintained and protected until final acceptance of the work. Final acceptance will not be made until an acceptable uniform stand of grass is obtained, except that, at the Owner's sole discretion portions of the seeding or sodding may be accepted at various times. Upon acceptance by the Owner of a planted area, the Owner will assume responsibility for maintenance of that portion.

Any portions of the areas of planting that fail to show a uniform stand of grass shall be replanted as before, except commercial fertilizer shall be applied at one-half the original rate. Planting shall be repeated until an acceptable stand of grass is provided.

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**Transmission Line Seeding and
Sodding**

Over watering shall be avoided on the sloped areas to prevent erosion. Any areas that have become eroded shall be regraded and replanted. Organic soil shall be added, if required.

16861 - Transmission Line Right-of-Way Access

16861.1 General

16861.1.1 Scope of Supply

This section covers providing access roads, construction trails, and maintenance roads along the transmission line right-of-way.

Access to the transmission line right-of-way shall be from county roads or state roads wherever possible. Access along the transmission line right-of-way shall be limited to the right-of-way as indicated on the drawings.

The requirements of this section in no way restrict the Contractor's operation as an independent contractor to obtain written agreements for any additional access required. File copies of both the execution and termination of such agreements with the Owner. The Owner will not be liable for any expenses related to the acquisition, use, misuse, and expiration of said agreements.

Access roads or working platforms shall not be constructed in any areas along the right-of-way, unless otherwise indicated on the drawings or in these Specifications. Where access roads along the transmission line right-of-way are not allowed, all necessary construction methods or special construction equipment shall be used to perform the line construction work without additional roads or pads.

16861.1.2 Technical Attachments

Not used.

16861.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16861.2 Materials

16861.2.1 Fill Material

All fill material required for the construction of new access roads and/or working platforms shall be provided.

16861.2.2 Crushed Rock

Crushed rock for backfill shall be clean, moist, graded aggregate meeting the state department of transportation specifications indicated on the drawings or, if not indicated, the following requirements:

Sieve Size	Percent Passing by Weight
1-1/2 inch	100
1 inch	95-100
1/2 inch	25-60
No. 4	0-10
No. 8	0-5

16861.2.3 Geotextile Fabric

Geotextile fabric shall be provided as shown on the drawings.

16861.2.4 Turbidity Barriers

Turbidity barriers composed of silt fences and stacked hay bales shall be provided as approved by the Owner.

16861.2.5 Corrugated Metal Pipe Culverts

Corrugated metal pipe culverts shall conform to AASHTO M36 and shall be galvanized, Type I. Corrugated metal pipe shall be 16 gauge for 18 inch and 24 inch diameters, 14 gauge for 30 inch and 36 inch diameters, and 12 gauge for 42 inch and 48 inch diameters.

16861.2.6 Soil Sterilant

Soil sterilant shall be composed of a finely divided wettable powder containing a minimum of 80 percent active ingredients. Soil sterilant shall consist of a mixture containing not less than 25 percent of sodium chlorate, not less than 45 percent of boron trioxide, and not more than 2 percent inert ingredients. The mixture shall have a minimum water solubility of 1 pound per gallon at 75° F plus or minus 5° F.

16861.3 Execution

16861.3.1 General

Access to all structure locations shall be as indicated on the drawings. Any proposed modifications to the right-of-way access as described on the drawings shall be submitted to the Owner for approval. In order of priority, access to structure locations shall be obtained by the following:

Using existing access roads indicated on the drawings.

Driving across designated areas indicated as new access roads on the drawings.

Fill, blading, and grading new access roads that require earthwork modifications.

Before grading, the roadbed shall be stripped of sod to whatever depth is necessary to remove roots of grass and other vegetation.

Side slope of access roads shall be as indicated on the drawings.

16861.3.2 Fill

Fill required for the construction of access roads, culverts, and working platforms shall be provided in compliance with all requirements of the authorities having jurisdiction in such areas. The amount of fill required shall be determined and, all fill shall be provided as necessary. Any quantities of fill indicated in these Specifications and associated documents are for informational purposes only and shall not relieve the Contractor from determining the quantity of fill required.

The amount of fill used shall be limited as much as possible during construction and maintenance of the roads and/or platforms by using geotextile fabric to enhance stability where needed.

Fill material in layers not to exceed 24 inches in uncompacted thickness and compacted using compaction techniques approved by the Owner.

16861.3.3 Crushed Rock

Crushed rock shall be placed in 12 inch layers and compacted to 90 percent of the maximum dry density as determined by ASTM 1557. Compaction techniques shall be approved by the Owner.

16861.3.4 Turbidity Barriers

Prior to placement of fill, turbidity barriers shall be installed in accordance with local environmental regulations and as approved by the Owner. Turbidity barriers shall remain in place until the Owner authorizes their removal.

16861.3.5 Geotextile Fabric

Geotextile fabric shall be provided where necessary to stabilize fill for access road and/or working platform construction.

16861.3.6 Corrugated Metal Pipe Culverts

Corrugated metal pipe culverts shall be provided along the access roads where indicated on the drawings. The length of culverts shall be determined so that they are long enough to ensure proper flow from end to end without interference from debris washed down the side slope of access roads.

Culverts shall be spaced as indicated on the drawings. Culverts shall be set perpendicular to roadway, except in areas where flow dictates otherwise. Additional corrugated metal pipe culverts shall be installed as directed by the Owner.

16861.3.7 Final Preparation

Upon completion of all construction work, the access roads and working platforms shall be reggraded and compacted. Fills, embankments, and backfills that have settled or eroded shall be repaired. Settled or eroded areas shall be refilled, compacted, and graded to conform to the elevation indicated on the drawings. Damaged facilities shall be repaired in a manner acceptable to the Owner.

Finished road shall be smooth and uniform and shall be maintained in this condition throughout the construction period.

After completion of final grading, the access road and working platform embankments shall be seeded and sodded in accordance with Section 16860, Transmission Line Seeding and Sodding.

Transmission Line Fences and Gates

16862 - Transmission Line Fences and Gates**16862.1 General****16862.1.1**

This section covers repairing, modifying, furnishing, and installing fences, gates, associated posts, bracing, and associated hardware to control access to the transmission line right-of-way.

16862.1.2 Technical Attachments

Not used.

16862.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16862.2 Fencing

New fences shall conform to the alignment and finish grades shown on the drawings.

With Owner's approval, ground surface irregularities may be graded to eliminate frequent changes in vertical alignment and to provide a smooth profile for the fence.

All fencing along the transmission line route that is damaged during construction shall be replaced or restored to original condition.

Existing fences crossing existing or proposed access roads shall be cut to allow access to the structure sites. The existing tension in fences shall be maintained by installing additional supports or struts. Any fencing and supports to be removed shall be properly disposed of.

In livestock areas, existing fencing shall be maintained and new fencing installed in these areas to ensure that the livestock do not stray. A complete fence shall be maintained at all times. There will be no exceptions to this requirement.

New fencing shall match the quality and construction standards of the existing fencing unless otherwise approved by the Owner.

16862.2.1 Fence Posts

Fence posts shall be set in earth at least 24 inches deep. If bedrock is encountered, post excavation shall be continued to the 24 inch depth or 12 inches into the rock, whichever is less.

Backfill shall be compacted around fence posts to at least the density of the adjacent undisturbed earth.

Wood fence posts shall be treated with preservative and shall be a minimum of 4 inches in diameter.

Fence posts shall be plumb and spaced no more than 10 feet apart.

16862.3 Gates

Gates shall be installed in accordance with the drawings and the requirements of this section.

Steel gates shall be installed at all locations along the right-of-way where they are necessary for access to the transmission line right-of-way during line construction.

Gate posts shall be set at least 3 feet below grade. If bedrock is encountered, post excavation shall be continued to the 3 foot depth or 18 inches into the rock, whichever is less. All gate posts shall be braced.

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Transmission Line Fences and Gates

Gate posts shall be set for each gate so that their tops are at the same elevation. All posts shall be plumb. Backfill shall be compacted around posts to at least the density of adjacent undisturbed earth. Wood posts shall be treated with preservative and shall be a minimum of 6 inches in diameter.

A brace panel shall be installed on each side of each gate. Brace panels shall have double diagonal tension wires. Wires shall be tensioned tightly.

Gates shall be nominal 4 foot high safety panel farm gates designed for a 16 foot opening width. Gates shall be braced using diagonal and vertical panels. Gate manufacturer's specifications shall be provided and data cataloged to Owner for review.

Gates shall be installed so that they swing freely in accordance with manufacturer's instructions and recommendations.

Each gate shall be installed on heavy galvanized hinges so that it cannot be removed without disassembly of the hardware. Hardware attachment bolts shall be peened so that removal will be difficult.

A padlock shall be provided by the Contractor for each gate during construction. A copy of the keys to the padlocks shall be provided to the Owner. Owner will provide padlocks after construction is complete.

16863 - Transmission Line Excavation and Backfill**16863.1 General****16863.1.1 Scope of Supply**

This section covers general earthwork including the preparation of construction areas; removal and disposal of debris; excavation as required; handling, storage, transportation, and disposal of excavated material; sheeting, shoring, and protection work; preparation of subgrades; pumping and dewatering as necessary or required; protection of adjacent construction; backfilling; finish grading; and other appurtenant work.

16863.1.2 Technical Attachments

Not used.

16863.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16863.2 Surveying

Prior to commencing earthwork, a registered professional surveyor shall stake the transmission line center line, including points of intersection (PIs) and line of site points, and new structure pole and anchor locations. Excavation work shall not proceed until Owner approves staked structure locations.

16863.3 Sheeting and Shoring

Excavations shall be sheeted and shored in accordance with OSHA standards and requirements.

The stability of previously constructed structures and facilities shall not be impaired or endangered by new excavation work. Previously constructed structures and facilities include those existing when this construction begins and those provided under these Specifications.

Adequate sheeting and shoring shall be provided as required to protect and maintain the stability of previously constructed structures and facilities and the sides of excavations until they are backfilled. Sheeting, bracing, and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure. Sheeting and shoring shall maintain the shape of the excavation under all circumstances.

16863.4 Removal of Water

Adequate dewatering equipment shall be provided and maintained to remove and dispose of all surface and groundwater entering excavations and other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until construction to be provided therein is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result. Disposal of water shall be in accordance with federal, state, and local regulations.

16863.5 Classification of Earth Materials

Owner shall be notified if excavated material is significantly different from that indicated in the soil borings. Excavation work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition, or condition thereof.

16863.6 Protection of Underground Construction

All existing underground pipes, conduits, drains, and other underground facilities uncovered or otherwise affected by the excavation work shall be located, protected, shored, braced, supported, and maintained.

16863.7 Stabilization

Subgrades for structures shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workers.

Structures that are otherwise solid but become mucky on top due to construction operations shall be reinforced with one or more layers of crushed rock or gravel subgrades.

The finished elevation of stabilized structure subgrades shall not be above the subgrade elevations indicated on the drawings.

16863.8 Structure Excavation

Excavation for structures shall be performed according to lines and elevations indicated on the drawings and to the limits required to perform the line construction work. Machine excavation shall be controlled to prevent undercutting the proper subgrade elevations. Machine excavation shall not be used within 5 feet of existing permanent structures and facilities. Only hand tools shall be used for excavation around existing permanent structures, facilities, and underground utilities.

Work shall be performed so that construction areas will be as free as possible from obstructions and from interference with the transportation, storage, or handling of materials. Excavated materials free of trash, rocks, roots, and other foreign materials, and that meet the specified requirements, may be used as required for backfills constructed under these Specifications.

The top 6 inches of all excavated areas shall be preserved as topsoil material. Topsoil shall be segregated, stockpiled, and replaced in its original position after structure backfill operations.

16863.8.1 Pole Excavations

The diameter of each pole hole shall be as required for compaction of backfill around the pole, but shall not less than the pole diameter at the butt plus 12 inches.

Pole hole excavation shall include removal of stumps, roots, and other obstructions necessary to provide a clean vertical hole to the depth specified on the drawings. Excavation shall be performed with a power driven auger. As soon as the auger is withdrawn, the pole shall be set to the depth specified on the drawings and in accordance with Section 16867, Transmission Line Structure Setting and Erection.

Excavated pole holes shall be covered and protected when the associated poles will not be set during the same working day.

Pole holes may be excavated by the drilling and mud slurry technique. Prior to start of line construction, Owner's approval shall be submitted for a drilling mud procedure for wet hole excavation when sufficient side wall pressure cannot be obtained by use of water void of additives. Drilling mud shall be Super Mud manufactured by Polymer Drilling Systems or acceptable equal. Drilling mud shall be mixed in accordance with manufacturer's recommendations and to the proper consistency for maintaining the sides of the hole. With the Owner's approval, attapulgitic clay type drilling mud may be substituted for Super Mud on holes where Super Mud will not provide sufficient side wall pressure to maintain the sides of the hole excavation.

Under no circumstances can bentonitic or kaolinitic clay products be used.

16863.8.1.1 Temporary Casing. Casings shall be used if a clean hole cannot be obtained because of ground water pressure. Casings, if used, shall be of steel construction and shall be of ample strength to withstand handling and installation stresses.

Corrugated metal pipe shall not be used for casing of drilled piers.

Casings shall be removed as backfill is placed. Casing extraction may be performed by using a vibratory extractor. During removal, the casing must be maintained continually plumb and the concrete surface continually observed within the casing to maintain a concrete "head" sufficient to offset the external water head of the casing. A minimum head of 4 to 5 feet of concrete shall be maintained above the bottom of the casing during casing extraction.

16863.8.1.2 Permanent Casing. Corrugated metal pipe casing shall be installed as indicated on the drawings.

Corrugated metal pipe shall not be used for casing of drilled piers.

The casing shall not extend more than 18 inches below the top of the hole. Any part of the casing extending above this elevation shall be cut off. Casings shall be installed as drilling proceeds or immediately after the auger is withdrawn as required to prevent sloughing or caving of the excavation walls.

16863.8.1.3 Rock Excavation. When solid rock, boulders, or detached stones are encountered and cannot be removed by normal power-driven drills or augers as defined as a penetration rate equal to, or less than, 1 foot per 10 minute period with a drill rig providing its maximum continuous torque and its maximum downward force, the Owner shall be notified. Rock excavation techniques shall be used to achieve the desired excavated dimensions. Rock excavation shall consist of igneous, metamorphic, and sedimentary stones, each having a volume of 1/2 cubic yard or more, as determined by physical or visual measurements and approved by Owner.

An accurate record shall be kept of the dates and amounts of rock excavation at each location. The Owner will authorize payment for rock excavation at each location by signing the Contractor's record. Payment will be on a cubic yard basis as measured in place in the hole requiring rock excavation.

16863.8.1.3.1 Blasting. Blasting or other use of explosives will not be permitted without Owner's approval.

16863.9 Structure Backfill

Backfill material for transmission line structures shall be earth, crushed rock, or concrete as indicated on the drawings.

All excess materials, such as soil, rock, sand, etc., shall be properly disposed of after backfilling operations are completed.

16863.9.1 Earth Backfill

Earth backfill shall be deposited in layers not to exceed 6 inches in uncompacted thickness. Backfill layers shall be mechanically compacted using acceptable compaction techniques, to at least the density of adjacent undisturbed earth. Compaction of earth backfill by rolling will be permitted provided the desired compaction is obtained and damage to the structure is prevented. Earth backfill shall not be compacted by inundation with water.

Material for earth backfill shall be composed of earth only and shall contain no wood, grass, roots, broken concrete, stones, trash, or debris of any kind.

Earth backfill material shall have a moisture content such that the required density of the compacted soil is obtained with the compaction method used. Moisture content shall be distributed uniformly and water for correction of moisture content shall be added sufficiently in advance so proper moisture distribution and compaction will be obtained. Granular material shall be wet, not just damp, when compacted.

**Transmission Line Excavation and
Backfill**

16863.9.2 Crushed Rock Backfill

Crushed rock for backfill shall be clean, moist, graded aggregate meeting the state department of transportation specifications indicated on the drawings or, if not indicated, the following requirements:

Weight, Passing, Percent	Screen Size	Size of Mesh (Inches)
94 to 100	1 inch	1.0000
63 to 72	3/8"	0.3750
32 to 41	No. 10	0.0787
14 to 24	No. 40	0.0165
6 to 12	No. 200	0.0029

Crushed rock backfill shall be vibrated in place around the pole in lifts not to exceed 12 inches. Crushed rock shall be vibrated continuously and thoroughly throughout its depth using immersion type concrete vibrators. Manual tamps shall not be substituted for immersion vibrators.

In non-cultivated and residential areas, the crushed rock backfill shall extend to an elevation 6 inches below the top of the hole. Clean native topsoil shall be placed, compacted, and leveled to existing grade.

In cultivated areas, the crushed rock backfill shall extend to an elevation 36 inches below the top of the hole. Clean native topsoil shall be placed, compacted, and leveled to existing grade.

16863.9.3 Concrete Backfill

For structures designated on the drawings to receive concrete backfill, concrete backfill shall be provided in accordance with Section 16864, Transmission Line Cast-In-Place Concrete.

Holes shall be filled with concrete to 12 inches below grade. The top 6 inches of backfill shall be well tamped, clean native topsoil.

Concrete backfill shall be placed after the pole is set in the hole. It shall be ensured that essentially void-free concrete encompasses the pole for the entire setting depth indicated on the drawings.

16863.9.4 Controlled Low-Strength Material (CLSM or Flowable Fill)

CLSM is not anticipated for this Project. Should subsequent use of CLSM be considered, provide materials, mix design, and appropriate submittals in advance of intended uses. Commercial brand mixtures that have a documented prior mix design strength history may be used with prior submittal of appropriate test results and approval by Owner.

16864 - Transmission Line Cast-In-Place Concrete

16864.1 General

16864.1.1 Scope of Supply

This section specifies the minimum materials, workmanship, and performance standards for transmission line cast-in-place concrete including reinforcing steel, forms, finishing, curing, and other associated work.

The Owner shall be informed at least 24 hours in advance of the times and places at which concrete will be placed.

16864.1.2 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

Work	In Accordance With
Transmission Line Cast-In-Place Concrete	ACI, ASTM, and CRSI

16864.1.3 Technical Attachments

The following attachments accompany these specifications in either paper or electronic format. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number/Description	Title	Revision
16864-1	Concrete Placement Form	0

16864.1.4 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16864.2 Materials

Materials shall be in accordance with the following requirements:

Cement	ASTM C150, Type II, portland cement.
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Transmission Line
Cast-In-Place Concrete

Types of Cement and Water-Cementitious Materials Ratio Required for Concrete Exposed to Sulfate Attack				
Sulfate Exposure	Water-Soluble Sulfate (SO₄) in Soil, percent by mass	Sulfates (SO₄) in Water, ppm (mg/L)	Cement Type	Water-Cementitious Materials Ratio and Strength
Negligible	0.00-0.10	0-150 (0-150)	I or II	0.45 4,000 psi
Moderate*	0.10-0.20	150-1,500 (150-1,500)	II	0.45 4,000 psi
Severe	0.20-2.00	1,500-10,000 (1,500-10,000)	V	0.40 5,000 psi
Very Severe	Over 2.00	Over 10,000 (Over 10,000)	V plus Class F Fly Ash	0.38 5,000 psi
*Seawater. Source: ACI 318-14, Table 19.3.1.1				

Supplemental Cement Materials	
Fly Ash	ASTM C618, Type F shall not exceed 15 percent by weight of total cementitious materials.
Fine Aggregate	Clean natural sand, ASTM C33. Manufactured sand will not be accepted.
Coarse Aggregate	Crushed stone, washed gravel, or other acceptable inert granular material in accordance with ASTM C33. Clay and shale particles shall not exceed 1 percent.
Water	Potable, clean and free from mud, oil, organic matter, or other deleterious substances. Iron shall not exceed 0.25 ppm.
Admixtures	All admixtures shall be manufactured by Master Builders, WR Grace & Co., or Sika Chemical. All admixtures shall be supplied by one manufacturer.
Water reducing (plasticizer)	ASTM C494, Type A.
Water reducing and retarding	ASTM C494, Type D.
High range water reducer	ASTM C494, Type F.
High range water reducer and retarder	ASTM C494, Type G.
Air-entraining agent	ASTM C260.
Reinforcing Steel	
Bars not otherwise noted	ASTM A615, Grade 60.
Welded wire fabric	ASTM A185 or A497.
Bar supports	CRSI Class 1, plastic protected; or Class 2, stainless steel

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**Transmission Line
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	protected.
Mechanical Splice	Classified Type 2 in accordance with ACI 318-14. Dayton/Richmond "Dowel Bar Splicer" or "Coupler Splice" system, Bar-Lock "Coupler Systems" or Barsplice Products.
Forms	
Plywood	Product Standard PS1, waterproof, resin-bonded, exterior type Douglas fir; face adjacent to concrete Grade B plywood or better.
Metal	Of sufficient gauge to resist deformation.
Fiberboard	Fed Spec LLL-B-810, Type II; tempered, waterproof, screenback.
Lumber	Straight, uniform width and thickness, and free from knots, offsets, holes, dents, and other surface defects.
Chamfer strips	Clear pine, surface against concrete shall be planed.
Form coating	Nonstaining and nontoxic after 30 days, VOC compliant; Burke "Form Release (WB)," L&M Chemical "E Z Strip," Nox-Crete "Form Coating," or Symons "Thrift Kote E."
Polyethylene film	Fed Spec L-P-378D, Type I; 6 mil.
Finishes	
Epoxy bonding compound	Sika Chemical "Sikadur Hi-Mod"; Five Star Products, Inc. "Five Star Epoxy", or acceptable equal.
Membrane curing compound	ASTM C1315, Type I, Class A, maximum VOC 5.8 lb/gal (700 g/L), minimum 25 percent solids, acrylic, nonyellowing, unit moisture loss 0.40 kb/m ² maximum in 72 hours; L&M Chemical "Dress & Seal 30," Sonneborn "Kure-N-Seal 30," or Symons "Cure & Seal 30%." ASTM C309 for Hot Weather and Cold Weather Concreting.

16864.3 Preliminary Review

16864.3.1 Reports

Three copies of the concrete design mix reports shall be submitted to Owner within 15 days after Contract Award and prior to placing concrete. The report should include the source and quality of concrete materials and the concrete proportions proposed for the work. Complete certified reports covering the materials and proportions proposed and tested in accordance with ACI 318 shall be submitted to the Owner. Report shall be prepared by an independent testing laboratory. Owner review of these reports will be for general acceptability only; continued compliance with all contract provisions will be required.

Reports on cement shall include the type, brand, manufacturer, composition, and method of handling (sack or bulk).

Reports on admixtures shall include the ASTM 260 or ASTM C494 classification, brand, manufacturer, and active chemical ingredients. All admixtures shall be the products of one manufacturer.

Reports on aggregates shall include the source, type, gradation, deleterious substances, soundness, potential for harmful materials, and potential for alkali reactivity. The results of all tests and field service records to verify potential reactivity are required to verify compliance with ASTM C33, including Appendix XI.

Reports on coarse aggregates shall include the source, type, gradation, deleterious substances, soundness, abrasion loss, potential for alkali reactivity, and the results of all tests required to verify compliance with ASTM C33.

Alkali reactivity shall be tested in compliance with ASTM C1260. Coarse and fine aggregate shall be tested separately and shall not be combined into a single sample for testing. For aggregate to be considered non-reactive, expansion shall not exceed 0.08% in 14 days.

16864.3.2 Proportions

A tentative concrete mix shall be designed and tested for each size and gradation of aggregates and for each mix class specified. Design quantities and test results of each mix shall be submitted to Owner for review. With Owner's approval, acceptable mixes may be field adjusted as necessary to meet the requirements of these Specifications.

The report for each tentative concrete mix submitted shall contain the following information:

Design Slump.

Total gallons of water per cubic yard.

Cement content.

Ratio of fine to total aggregates.

Weight (surface dry) of each aggregate per cubic yard.

Quantity of each admixture.

Air content.

Compressive strength based on 7 day and 28 day compression test.

Times of initial set.

16864.3.3 Testing

Initial set tests shall be made at ambient temperatures of 70° F and 90° F to determine compliance with the initial set time specified hereinafter. The test at 70° F shall be made using concrete containing the specified plasticizing and air-entraining admixtures. The test at 90° F shall be made using concrete containing the specified plasticizing retarder and air-entraining admixtures. The initial set shall be determined in accordance with ASTM C403.

16864.4 Concrete Classes

Each concrete mix class shall be designed and controlled within the limits specified in the following table:

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Mix Class Table Coarse					
Usage	28 Day Strength (psi)	Aggregate Size No. 4 Sieve to	Slump ± 1"	Min Cement (lb/cu yd)	Max Water/ Cement Ratio
General Usage	4,000	1"	4"	555	0.45
Drilled Piers	4,000	3/4"	6"	620	0.45
Underwater and/or Tremie	4,000	3/4"	8"	658	0.41
Note: A plasticizer or plasticizing retarder shall be included in all general usage and drilled piers concrete mixes. High range water reducer (Type F or G) shall be included in all underwater mixes.					

16864.4.1 Underwater Concrete

Concrete shall not be deposited under water, except with specific permission of the Owner.

16864.5 Mix Requirements

The acceptability of concrete will be judged on compliance with the specified requirements listed in the Mix Class Table and not on the basis of strength alone.

Coarse aggregate sizes listed hereinafter are the nominal sizes given in Table 2 of ASTM C33. To qualify as a certain aggregate size, the gradation of the aggregate must be within the tabulated limits.

Quantity of Cement (lb/cu yd)			
Concrete Slump	Coarse Aggregate Size from No. 4 Sieve to		
	1/2"	3/4"	1"
4 inches	611	583	555
6 inches	649	620	592
8 inches	687	658	630

16864.5.1 Total Water Content

Total water content of concrete shall not exceed the amount calculated using the maximum water to cement ratio indicated in the Mix Class Table.

16864.5.2 Slump

Unless otherwise authorized by the Owner, slump shall not be greater than indicated in the Mix Class Table for each mix class. For drilled pier and underwater concrete construction, a large slump is desirable to provide a self-compacting and self-leveling mix.

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16864.5.3 Ratio of Fine to Total Aggregates

The ratio of fine to total aggregates based on solid volumes (not weights) shall be as follows:

Coarse Aggregate Size from No. 4 Sieve to	Minimum Ratio	Maximum Ratio
1/2 inch	0.40	0.55
3/4 inch	0.35	0.50
1 inch	0.30	0.46

16864.5.4 Initial Set

The initial set as determined by ASTM C403 shall not be attained until at least 2.5 hours after the water and cement are added to the aggregates. The quantity of retarding admixture shall be adjusted as necessary to compensate for variations in temperature and job conditions.

16864.5.5 Total Air Content

The total volumetric air content of concrete after placement shall be 5 percent plus or minus 1 percent.

16864.5.6 Admixtures

The admixture content, batching method, and time of introduction to the mix shall be in accordance with the manufacturer's recommendations for compliance with these Specifications.

A plasticizing or plasticizing retarder admixture shall be included in all concrete, unless otherwise accepted by the Owner.

Plasticizing retarder admixture shall be adjusted as specified under the initial set.

16864.5.7 Strength

The minimum 28 day acceptable compressive strength for each mix class as determined by ASTM C39 shall not be less than that indicated in the Mix Class Table.

All concrete shall exceed the specified minimum compressive strengths. Each test cylinder will be evaluated separately, and the Owner will be the sole judge of the validity and representative qualities of the tests.

In the event that any test cylinder indicates concrete strength is less than the specified minimum, the concrete represented by the test shall be subject to further investigation at the Owner's option. Such investigation may include sampling and testing of the concrete in place to verify or disprove the results of the cylinder test. The Owner shall be cooperated with in the sampling and testing procedure. All costs shall be paid in connection therewith, including the replacement of concrete for the cores or samples removed by the Contractor.

If the additional investigation verifies the existence of defective concrete, one of the following remedial actions shall be implemented as determined by the Owner:

Remove and replace all defective concrete.

Assume the cost of design and construction changes necessary to incorporate the inferior concrete.

Provide satisfactory reimbursement or allowance to the Owner for the acceptance of the lower quality concrete.

16864.6 Storage of Materials

Cement shall be stored in suitable moistureproof enclosures. Reclaimed cement or cement that has become caked or lumpy shall not be used.

Aggregates shall be stored so that segregation and the inclusion of foreign materials are prevented. The bottom 6 inches of aggregate piles that have been in contact with the ground shall not be used.

Reinforcing steel and embedments shall be carefully handled and stored on supports that will keep the steel from contact with the ground.

16864.7 Batching and Mixing

Batching and mixing may be performed at the jobsite with suitable equipment, or by an acceptable ready-mix concrete supplier. Personnel performing the batching and mixing shall be qualified and experienced. Mixing and transporting concrete shall be in accordance with ASTM C94 unless otherwise indicated herein.

16864.7.1 Batching

Aggregates and cement shall be measured by weight. Aggregate weights shall be adjusted for moisture content.

Each admixture shall be dispensed by a mechanical device that will ensure accurate and automatic measurement.

The minimum amount of water required to produce the desired slump shall be batched automatically. Any additional water required to produce and maintain a uniform slump shall be added manually by the mixer operator in accordance with ASTM C94 Section 12.7. Slump shall be kept uniform. Aggregates shall float uniformly throughout the mass and the concrete shall flow sluggishly when vibrated.

16864.7.2 Mixing

Concrete shall be mixed in a rotating drum as specified in ASTM C94 until all ingredients are uniformly distributed throughout the batch. Mixers shall not be loaded in excess of their rated capacities. Each batch shall be completely discharged before the mixer is recharged.

Truck mixers shall conform to TMMB 100-05 of the "Truck Mixer Manufacturers Bureau". If water is added on site, the concrete shall be remixed for a minimum of 25 revolutions.

16864.7.3 Ready-Mixed Concrete

Ready-mixed concrete shall conform to ASTM C94, except as otherwise specified herein.

Truck mixers shall be revolving drum type and shall be equipped with a mixing water tank. Only the prescribed amount of mixing water shall be placed in the tank for any one batch, unless the tank is equipped with a device by which the amount of water added to each batch can be readily verified by the Owner.

A delivery ticket shall be prepared for each load of ready-mixed concrete delivered. The truck operator shall hand a copy of each ticket to the Owner at the time of delivery. Tickets shall indicate the mix identification, the number of yards delivered, the quantities of each material in the batch, the outdoor temperature in the shade, the time at which the cement was added, types and quantities of admixtures added to the batch, allowed amount of water that can be added at the jobsite, slump of concrete, and the numerical sequence of the delivery.

When a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the jobsite and completely discharged within 45 minutes, or before the drum has revolved 150 revolutions, whichever comes first, after the introduction of the mixing water to the cement and aggregates, or the

introduction of the cement to the aggregates, unless a retarding agent is used, in which case the time may be doubled. Longer time periods must be approved by the Owner. In hot weather, or under conditions contributing to quick stiffening of the concrete, a time less than the specified 45 minutes or 1-1/2 hours may be required by the Owner. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been mixed with the aggregates.

16864.8 Field Control Testing

Field control testing operations consisting of aggregate gradation tests, slump tests, air content tests, and the securing of compression test cylinders shall be made by qualified employees of the Contractor in the presence of the Owner. All equipment, supplies, and qualified employees required for field control testing operations shall be provided by the Contractor.

All tests required for preliminary review shall be made and all compression test cylinders for the entire project shall be tested by an acceptable independent testing laboratory at the Contractor's expense.

The frequency hereinafter specified for each field control test is a minimum. If directed to do so by the Owner, any additional field control tests required shall be made.

16864.8.1 Aggregate Gradation

For initial acceptance, aggregates shall be sampled and tested in accordance with applicable state DOT standards and ASTM C33. Aggregate soundness may be determined by either the sodium sulfate or magnesium sulfate test. The bulk specific gravity of each aggregate shall be determined in accordance with ASTM C127 and ASTM C128.

It is not anticipated that aggregate gradation tests will be required after the tests made for the initial acceptance of the materials. However, if directed to do so by the Owner, the fine and coarse aggregate shall be sampled and field tested in accordance with ASTM D75 and C136.

16864.8.2 Slump

A slump shall be performed on each of the first three batches mixed each day. An additional slump test shall be performed for each additional 50 cubic yards of concrete placed in any 1 day. Slump shall be determined in accordance with ASTM C143.

Discard concreted used for slump tests.

16864.8.3 Air Content

An air content test shall be performed on one of the first three batches mixed each day and on each batch of concrete from which concrete compression test cylinders are made. Air content shall be determined in accordance with ASTM C231.

Discard concrete used for air content tests.

16864.8.4 Temperature

A temperature test shall be performed on each batch of concrete from which concrete compression test cylinders are made. Temperature shall be determined in accordance with ASTM C1064.

Discard concrete used for temperature tests.

16864.8.5 Compression Tests

A compression strength test shall be the average of the strength of at least two 6 x 12 in. cylinders or at least three 4 x 8 in. cylinders made from the same sample of concrete and tested at 28 days. A set of compression test cylinders shall be prepared for each day concrete is placed in accordance with ASTM C192.

An additional set of three compression test cylinders shall be prepared for each additional 100 cubic yards of concrete placed in any 1 day.

A set of cylinders shall be tested at an age of 7 days and additional sets shall be kept as a spare for additional testing, if required.

Concrete test cylinders shall be prepared, cured, stored, and delivered to the laboratory in accordance with ASTM C31 to be tested in accordance with ASTM C39. If required by the Owner, at least two 6 x 12 in or at least three 4 x 8 in. field-cured cylinders shall be molded at the same time and from the same samples as the standard-cured laboratory cylinders.

Each set of compression test cylinders shall be marked or tagged with the date and time of day the cylinders were made, field-cured or standard-cured, the location in the work where the concrete represented by the cylinders was placed, the delivery truck or batch number, the air content, temperature and the slump.

16864.8.6 Test Reports

Certified reports of all tests made by the testing laboratory shall be promptly furnished to the Owner, and all other persons designated by the Owner.

16864.9 Reinforcement

Reinforcements shall be accurately formed. Unless otherwise indicated on the drawings or specified herein, the details of fabrication shall conform to ACI 318.

16864.9.1 Accessories

All bar supports, ties, spacers, bolsters, inserts, screeds, and other concrete accessories required shall be provided to maintain reinforcing in its proper position and permit proper placement of concrete.

Responsibility for the design of all bar support systems shall be assumed by the Contractor.

16864.9.2 Certification

A certification that the reinforcing steel furnished complies with the requirements specified in Article 16864.2, Materials shall be furnished to the Owner. The certification shall be signed by the Contractor and the reinforcing steel fabricator.

16864.9.3 Tensile Tests

Tensile tests on reinforcing steel shall be performed in accordance with ASTM A615 and submitted to the Owner for approval prior to foundation construction.

16864.9.4 Welding

Except where indicated on the drawings, welding of reinforcement for any purpose, and tack welding in particular, is expressly prohibited. Reinforcements upon which unauthorized welding has been performed will be presumed to be damaged and such reinforcing shall be removed and replaced at Contractor's expense. Replacement materials shall conform to all applicable requirements of these specifications.

Welded chairs and supports may be used provided they are clamped or wired to the reinforcement.

16864.9.5 Shop Drawings and Bar Lists

Bar lists and drawings for the fabrication and placement of reinforcements shall be prepared, checked, and submitted for approval as specified in Section 21000, Technical Supplemental Specifications. Each bar list and placement drawing shall have noted thereon "ASTM A615 Grade 60 only" or a similar statement which identifies the grade of proposed reinforcing.

16864.9.6 Concrete Cover

Except as otherwise indicated on the drawings, metal reinforcement for concrete shall have the concrete protective cover specified in Chapter 20 of ACI 318.

16864.9.7 Placement

Reinforcements shall be accurately positioned on supports, spacers, hangers, or other reinforcements, and secured in place with wire ties or suitable clips. Bare metal supports in contact with forms for exposed surfaces shall not be used.

With the exception of lapped portions of spliced bars that are wired or clamped together, the clear distance between parallel bars shall be not less than 1.5 times the maximum size of coarse aggregate in the concrete, or less than 2 inches.

16864.9.7.1 Underwater Concrete Placement. If approved by the Owner, underwater concrete shall be placed through tremies. The tremies shall be equipped with a tremie seal at the lower end and a hopper at the upper end. The tremie shall be rigid, watertight, and large enough to allow a free flow of concrete. After the flow of concrete is started, the lower end of the tremie shall be kept below the surface of the deposited concrete by a minimum of 5 feet. Agitation of the deposited concrete shall be avoided. When necessary to move laterally, the tremie shall be lifted free of the concrete and shall be lowered vertically at the new location. The entire mass of concrete shall be placed as quickly as possible so that it will flow into place without the necessity of horizontal shifting below water. The water shall be quiescent when concrete is deposited therein. After placing, the groundwater level shall be kept in the area adjacent to the pier static until the concrete has taken its initial set.

16864.9.8 Splices

Unless otherwise required by the Specifications or drawings, splices shall conform to ACI 318. Splices shall be Class B or C tension-lapped splices unless a different class is indicated on the drawings.

Splices shall not be used in regions of maximum bending stress. Welded splices shall not be used.

Mechanical splices are acceptable if approved by the Owner.

16864.10 Forms

Forms shall be designed and constructed to produce hardened concrete having the shape, lines, and dimensions indicated on the drawings. Design and construction tolerances shall be in accordance with ACI 117. Forms shall be designed and constructed in proper position and accurate alignment. Formed surfaces exposed to view shall have a Class C finish, and concealed surfaces may have a Class D finish as defined by ACI 117.

Concrete shall be placed against job-built plywood forms or forms that are lined with plywood or fiberboard, except as otherwise specified. At Owner's discretion, prefabricated forms or metal frames with plywood inserts may be permitted only for surfaces that are not normally exposed to view when construction has been completed. Plywood and fiberboard shall be new when brought to the construction site and shall be properly coated, protected, and maintained throughout its use. All plywood and fiberboard materials that are damaged, cracked, weathered, or otherwise unsuitable, in the Owner's opinion, for producing smooth, uniformly textured formed surfaces will be rejected as form material.

Vertical surfaces of footings extended above grade shall be formed.

Corrugated metal pipe shall not be used for forming.

16864.10.1 Design

Forms shall be substantial and sufficiently tight to prevent leakage of mortar. Forms shall be properly braced or tied so they will maintain the desired position, shape, and alignment during and after placing

concrete therein. Walers, studs, internal ties, and other form supports shall be of sufficient size and number and located and spaced so that allowable stresses therein are not exceeded.

The top edges of forms shall be finished to a specified elevation, slope, or contour. They shall be brought to a true line and grade so that the top concrete surface can be finished with a screed or template resting on the top edges of the forms.

16864.10.2 Form Ties

Form ties shall be of the removable end, permanently embedded body type, and shall have sufficient strength, stiffness, and rigidity to support and maintain the form in proper position and alignment without the use of auxiliary spreaders. Outer ends of the permanently embedded portions of form ties shall be at least 1 inch back from adjacent outer concrete faces. Permanently embedded portions of form ties that are not provided with threaded ends shall be constructed so that the removable ends can be broken off by twisting, without chipping or spalling the concrete surface. The type of form ties used shall be acceptable to the Owner.

Form ties shall be uniformly spaced in exposed surfaces and aligned in horizontal and vertical rows.

16864.10.3 Edges and Corners

Chamfer strips shall be placed in forms to bevel all salient edges and corners except edges, which are to be buried and edges, which are indicated on the drawings as requiring special treatment. Foundations shall have formed beveled salient edges for all vertical and horizontal corners unless specifically indicated otherwise on the drawings. Bevel dimensions shall be 3/4 by 3/4 inch unless indicated otherwise on the drawings.

16864.10.4 Form Removal

Forms shall not be removed or disturbed until the concrete has attained sufficient strength to safely support all dead and live loads to be imposed thereon. Surface gouging, corner or edge breakage, or other damage to the concrete shall be avoided during form removal.

16864.11 Anchor Bolts

Anchor bolts shall be accurately positioned and securely anchored. The center of each anchor bolt group or cluster shall be within 1/8 inch of the location indicated on the drawings. The center-to-center dimensions between the anchor bolts in a group or cluster shall be within 1/16 inch of the dimension indicated on the drawings. The dimension between the alignment mark on the anchor bolt cage and the angle bisector shall be 1/8 inch.

Anchor bolts shall be provided with sufficient threads to permit a nut to be installed on each side of the template and structure baseplate. The nuts shall secure the bolt in its proper position.

Anchor bolts shall not be welded to reinforcement.

Anchor bolts shall be cleaned when they are installed. After concrete placement, exposed surfaces not in contact with concrete of all concrete spatter and other foreign substances shall be cleaned.

16864.12 Placement

The handling, depositing, and compacting of concrete shall conform to these Specifications subject to adjustment by the Owner for weather or placement conditions.

Concrete shall not be pumped through aluminum pipe or aluminum alloy pipe.

Before concrete is placed, forms and anchor bolts shall be rigidly secured in their proper position; all dirt, mud, water, and debris removed from the space to be occupied by the concrete; and all surfaces cleaned

that may have become encrusted with dried mortar or concrete from previous placement operations. The entire installation shall be acceptable to the Owner.

16864.12.1 Bonding to Hardened Concrete

The surface of hardened concrete upon which fresh concrete is to be placed shall be rough and clean. An epoxy bonding compound shall be applied in accordance with the manufacturer's recommendation.

16864.12.2 Conveyance and Distribution

Concrete shall be brought to the point of final deposit by methods that prevent the separation or loss of the ingredients. Concrete shall be deposited in its final position without moving it laterally in the forms for a distance greater than 5 feet.

16864.12.3 Depositing Concrete

For drilled piers, concrete shall be placed either by free fall or through a tremie or concrete pump. Free fall placement will be permitted only if concrete does not strike the rebar cage or the sides of the excavation.

For general usage, concrete shall be deposited in horizontal layers no deeper than 24 inches. Concrete shall not drop freely for more than 60 feet. If drops greater than 60 feet are required, an approved funnel or tremie shall be used. Each layer of concrete shall be placed while the preceding layer is still plastic. Forms shall be filled at not less than 2 feet of vertical rise per hour. Horizontal and vertical construction joints shall be avoided where possible. If required, construction joints shall be provided as specified in this section and as acceptable to the Owner.

Plastic concrete is defined as concrete that can be revibrated at least to the extent that an immersion type vibrator spud will penetrate the concrete at least 1 inch by vibration action and its own weight. Concrete shall remain plastic to this extent for at least 2-1/2 hours after initial contact of cement and water. Concrete that is no longer plastic but which must be covered by an additional lift shall be immediately prepared as specified in Article 16864.12.1, Bonding to Hardened Concrete, and otherwise treated as accepted by the Owner to ensure that a cold joint will not occur.

Concrete shall be thoroughly settled when top finished. All laitance, debris, and surplus water shall be removed from concrete surfaces at top of forms by screeding, scraping, or other effective means.

16864.12.4 Compaction

During and immediately after depositing, concrete shall be compacted thoroughly and worked around reinforcements, embedments, and into the corners of the forms.

Concrete shall be compacted by means of mechanical vibrating equipment supplemented by hand rodding, spading, and/or tamping. Unless otherwise accepted by the Owner, mechanical vibrators shall be spud type immersion vibrators which will maintain at least 9,000 cycles per minute when immersed in concrete. The number and type of vibrators shall be subject to the acceptance of the Owner.

The vibrator shall be constantly relocated and placed in each location only once for each lift. Lower lifts shall be vibrated with the one immediately above it.

16864.12.5 Hot Weather Concreting

Except as modified herein, hot weather concreting shall comply with ACI 305. A water-reducing retarder shall be added to the concrete mix when the placement temperature of the concrete exceeds 75° F.

At air temperatures of 90° F or above, special procedures shall be applied to keep the concrete as cool as possible during placement and curing. The temperature of the concrete during placement shall not exceed 90° F.

During Hot Weather Concreting, use at least one coat of a liquid membrane forming compound conforming to ASTM C309, Type 2.

16864.12.6 Cold Weather Concreting

Cold weather concreting shall comply with ACI 306.

During Cold Weather Concreting, use at least one coat of a liquid membrane forming compound conforming to ASTM C309, Type 1.

16864.13 Finishing Formed Surfaces

All fins and other surface projections shall be removed from all formed surfaces except exterior surfaces that will be in contact with earth backfill. In addition, surfaces shall be cleaned and rubbed that will be exposed above grade. Rubbing shall produce a smooth, uniform surface free of marks, voids, surface glaze, and discolorations.

Hand rubbing shall be performed with a carborundum stone using only the mortar produced by the rubbing action and the application of water.

Projecting ends of all form ties shall be removed. The resulting recesses shall be cleaned, wetted, and filled with patching mortar. For rubbed surfaces, patches shall match the texture of the adjacent concrete.

16864.14 Finishing Unformed Surfaces

No surface treatment will be required for buried or permanently submerged concrete not forming an integral part of a structure except that required to obtain the surface elevations or contours and surfaces free of laitance. The unformed surfaces of all other concrete shall be screeded and given an initial float finish, followed by additional floating and troweling where required.

Float finished surfaces shall be finished to provide a flat profile within 1/4 inch deviation as measured from a 10 foot straightedge. Trowel finished surfaces shall be finished to form a flat plane in which the profile shall not deviate more than 1/8 inch when measured from a 10 foot straightedge.

16864.14.1 Screeding

Screeding shall provide a concrete surface conforming to the proper elevation and contour with all aggregates completely embedded in adjacent mortar. Surface irregularities in screeded surfaces shall be limited as required to produce finished surfaces within the tolerances specified. If no further finishing is required, surface irregularities shall not exceed 1/4 inch as measured from a 10 foot straightedge.

16864.14.2 Floating

Screeded surfaces shall be given an initial float finish as soon as the concrete has stiffened sufficiently for proper working. Any piece of coarse aggregate that may be disturbed by the float or that causes a surface irregularity shall be removed and replaced with mortar. Initial floating shall produce a surface of uniform texture and appearance with no unnecessary working of the surface with the float.

The initial floating shall be followed with a second floating at the time of initial set. The second floating shall produce a smooth, uniform, and workmanlike float finish of uniform texture and color. Unless additional finishing is specifically required, the completed finish for all unformed surfaces shall be a float finish as produced by the second floating.

Floating shall be performed with hand floats or suitable mechanical compactor floats.

16864.14.3 Troweling

Any surfaces designated on the drawings to be troweled shall be steel trowel finished. Troweling shall be performed after the second floating when the surface has hardened sufficiently to prevent an excess of

fines being drawn to the surface. Troweling shall produce a dense, smooth, uniform surface free from blemishes and trowel marks.

16864.14.4 Aggregate Exposure

All surface mortar shall be removed from surfaces that are later to be covered with mortar, concrete, or grout. The coarse aggregate shall be exposed in all such surfaces to improve bonding. The method employed shall be effective and acceptable to the Owner.

16864.14.5 Edging

Unless specified to be beveled, exposed edges of floated or troweled surfaces shall be edged with a tool having a 1/4 inch corner radius.

16864.15 Curing

Concrete shall be protected from loss of moisture for a minimum of 5 days after concrete is placed.

Curing of concrete shall be by methods which will keep the concrete surfaces adequately wet during the Initial and Final curing periods defined in ACI 308.1. Termination of curing shall occur once the concrete compressive strength meets or exceeds 70 percent of the design concrete compressive strength, or as acceptable by the Owner.

Troweled surfaces shall be cured, except those which will receive a separate finish or coating, with the membrane curing compound specified in Article 16864.2, Materials. Float finished surfaces shall be cured, except those which will receive a separate finish, with either the membrane curing compound specified in Article 16864.2, Materials, or with water. Only water curing will be permitted on surfaces that will receive a separate finish or coating.

16864.15.1 Water Curing

Water saturation of concrete surfaces shall begin as quickly as possible, but no later than 12 hours in dry weather and 24 hours in damp weather after initial set of the concrete. The rate of water application shall be regulated to provide complete surface coverage with a minimum of runoff. The application of water to formed surfaces may be interrupted for surface rubbing only over the areas being rubbed at the time. The concrete surface shall not be allowed to become dry during such interruption.

After rubbing has been completed, rubbed surfaces shall be covered with saturated burlap for the remainder of the curing period.

16864.15.2 Membrane Curing

Membrane curing compound shall be applied within 30 minutes after final finishing of the surface. Membrane curing compound shall be spray applied at a coverage of not more than 300 square feet per gallon. Membrane curing shall not be used on surfaces that will be covered at a later date with grout, mortar, concrete, or other coating.

16864.16 Repairing Defective Concrete

Defects in formed concrete surfaces shall be repaired to the satisfaction of the Owner within 24 hours, and defective concrete replaced within 48 hours after the adjacent forms have been removed. All concrete that is porous, honeycombed, or otherwise defective to a depth in excess of 1 inch shall be cut out and removed to sound concrete, with edges square cut to avoid feathering. Surfaces shall be coated with epoxy bonding compound before the repair concrete is placed.

Concrete repair work shall be performed in a manner that will not interfere with thorough curing of surrounding concrete. Mortar and concrete used in repair work shall be adequately cured and finished to match adjacent surfaces.

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16864.17 Structure Backfill

Concrete backfill shall be deposited around and outside direct embedded transmission line structure in accordance with Section 16863, Article 16863.9, Structure Backfill.

16865 - Transmission Line Foundations**16865.1 General****16865.1.1 Scope of Supply**

This section covers the construction of concrete foundations for transmission line structures.

Unless otherwise superseded by the specific requirements of this section, the requirements of the following sections of these Specifications shall apply to the transmission line foundation construction work:

Section 16863, Transmission Line Excavation and Backfill.

Section 16864, Transmission Line Cast-In-Place Concrete.

Within 15 days after Contract Award, the drawings, data, and other specific information concerning the details and procedures for installing the foundations within the tolerances and other requirements specified herein shall be submitted for Owner's approval. Owner's approval shall be obtained before proceeding with the construction of any foundations.

Prior to the start of foundation construction, a drilling mud procedure to be used for wet hole excavation shall be submitted for Owner's approval.

16865.1.2 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

Work	In Accordance With
Transmission Line Foundations	ACI, ASTM, and CRSI

The following attachments accompany these specifications in either paper or electronic format. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number/Description	Title	Revision
16865-1	Drilled Pier Foundation Installation Report	0
16865-2	Slurry Placement Form	0
16865-3	Slurry Testing Form	0

16865.1.4 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16865.2 Drilled Piers

Drilled piers shall be constructed in accordance with ACI 336.1, "Specification for the Construction of Drilled Piers," and these Specifications.

Each pier shall be accurately located, sized, and plumbed. The maximum variation of any pier from its designated horizontal and vertical location shall not be more than 3 inches at its top elevation. No pier shall be out of plumb more than 1 inch in 5 feet of height. Variation of pier location within specified limits shall not be cause for variation in anchor bolt or concrete cap location.

The diameter of each pier variation shall not be more than plus 3 inches or minus 1 inch.

16865.2.1 Special Excavation Requirements

Foundation piers shall be drilled with an auger in earth and with a roller bit in rock. Casings may be used where the sides of the excavation are unstable. Hydroexcavation of the entire length of the excavation depth is permitted given that the excavation is within construction tolerances of the neat dimensions provided on the Contract drawings.

Drilling equipment shall be designed to drill straight and clean holes.

Casings, if used, shall be installed as the drilling proceeds or immediately after the auger is withdrawn to prevent sloughing and caving of the excavation walls. The outside dimension of the casing shall not be less than the dimension specified on the drawings. When a larger size casing is approved by the Owner, no additional payment will be made for the increased weight of casing steel or the increased quantity of excavation and concrete.

Corrugated metal pipe shall not be used for temporary or permanent casing of drilled piers.

16865.2.1.1 Inspection of Pier Excavations. All pier excavations must be inspected and approved by the Owner prior to the placement of reinforcing steel and concrete.

16865.2.1.2 Pier Excavation Record. A record shall be kept of the exact volume of each pier excavation and this volume shall be compared with the volume of concrete actually placed in each pier. In the event a lesser amount of concrete is placed than calculated, the Owner shall be notified and immediate remedial action taken.

16865.2.2 Casings

Steel casing liner shall conform to the requirements of ASTM A283, Grade 6; ASTM A36; or ASTM A929.

Casings, if used, shall be of steel construction and shall be of ample strength to withstand handling and installation stresses. Temporary casings shall be removed as the concrete is placed. Casings left in place are dependent on Owner's approval.

If casings are removed, the casing extraction may be facilitated by the use of a vibratory extractor. During removal, the casing shall be continually plumb and the concrete surface within the casing shall be continually observed for maintenance of concrete "head" sufficient to offset the external water head of the casing. A minimum head of 4 to 5 feet of concrete above the bottom of the casing during casing extraction shall be maintained.

If casings are to be left in place, the void areas between the casing and the excavation walls shall be filled with grout by pressure grouting. The grout shall be placed and compacted in such a manner that the annular space between the casing and excavation walls is completely filled that is acceptable to the Owner.

16865.2.3 Slurry

If slurry will be used to construct the drilled piers, the Contractor shall provide technical assistance from the slurry manufacturer. When slurry is used to maintain a stable excavation, the slurry level in the excavation shall be maintained to obtain hydrostatic equilibrium throughout the construction operation.

Contractor shall sample and test all slurry. A copy of the recorded slurry test results shall be submitted to the Owner at the completion of each drilled pier.

Slurry shall be disposed of off-site as required by the slurry manufacturer's recommendations.

Water shall not be considered as a slurry.

16865.2.4 Concrete for Drilled Piers

Concrete work for drilled foundation piers shall conform to the requirements of Section 16864, Transmission Line Cast-in-Place Concrete, and to the additional requirements specified herein. Unless otherwise allowed by the Owner, concrete shall be placed in the pier holes the same day the holes are drilled.

All water and loose materials shall be removed from the holes and pier dowels shall be thoroughly cleaned before any concrete is placed.

The placement of free-fall concrete shall be guided so as not to hit the reinforcing, hole sides, or anchor bolt assemblies. If free-fall without hitting objects is not possible, the concrete shall be placed with a tremie or funnel to prevent segregation. The top 6 feet shall be rodded or vibrated to provide a dense mass free of voids. During the filling of the holes, if water begins to accumulate on the top of the concrete, the amount of water shall be reduced in succeeding batches. If there is an accumulation of scum or laitance on the top of the concrete, it shall be removed and additional concrete shall be placed to bring the pier back to the proper elevation.

After the concrete placement is started for each pier, it shall be completed in a continuous process. If concrete placement of any pier is suspended for more than 30 minutes, laitance and water shall be removed from the joint surface and the joint surface coated with epoxy bonding compound before placement is resumed. To provide for an emergency stoppage, bonding compound shall be at the site before starting concrete placement.

16865.2.5 Reinforcing

Piers shall be reinforced as indicated on the drawings. All reinforcements shall be secured to prevent shifting during the placement of concrete. Where indicated on the drawings, the upper portion of the piers shall be formed.

16865.3 Pier Installation Record

Accurate pier installation records shall be maintained and shall contain the following information for each pier:

Contractor's name.

Drill rig operator's name.

Location.

Shaft diameter.

Elevation of shaft above grade.

Depth of rock.

Depth of shaft.

Depth of ground water.

Caving or sloughing of excavation.

Drilling difficulties.

Casing insertion, size and length, and whether or not removed.

Date and time of start and finish excavation.

Length and diameter of reinforcing bar cage.

Date and time concrete placed.

Calculated volume of excavation based on diameter of shaft.

Total quantity of concrete placed.

Transmission Line Structure Setting
and Erection

16867 - Transmission Line Structure Setting and Erection

16867.1 General

16867.1.1 Scope of Supply

This section covers the installation of transmission line structures.

Erection procedures not specified herein or shown on the drawings shall be in accordance with the structure manufacturer's drawings and Standards listed in the following section.

16867.1.2 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

Throughout this section, reference is made to standard American codes and standards. If foreign steel (metric shapes) is indicated as acceptable on the Specification Data Sheets, all equivalent codes and standards shall be submitted with the proposal, in the English language, for review.

Work	In Accordance With
Transmission Line Structure Setting and Erection	IEEE Standard 951, "Guide to the Assembly and Erection of Metal Transmission Structures" IEEE Standard 1025, "Guide to the Assembly and Erection of Concrete Pole Structures"

16867.1.3 Technical Attachments

Not used.

16867.1.4 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16867.2 Tubular Steel Pole Structures

This article covers erection work for tubular steel pole transmission line structures. Tubular steel poles shall be erected in strict accordance with the manufacturer's instructions.

16867.2.1 Structure Assembly

All structure components shall be handled carefully to prevent damage to the finish. Padded cradles and nylon slings shall be used when handling structure components.

Except where assembly is made impractical by existing lines in the construction area or where such assembly may affect the scheduled completion of the work, structures shall be completely assembled prior to setting.

**Transmission Line Structure Setting
and Erection**

The structure manufacturer may furnish shims or provide oversized attachment holes to aid in aligning the structure arms. The shims shall be inserted, if required, or otherwise the arms shall be straightened during assembly to properly align the structure arms. After assembly, the horizontal distance from the end of each arm center line to a vertical plane passing through the center line of the pole shall not exceed 2 inches.

Tubular shafts that are shipped in more than one piece using two jacks placed on opposite sides of the shaft shall be assembled. Pole shaft assembly shall be in accordance with the manufacturer's drawings and recommendations.

16867.2.2 Bolting

High strength bolts and their installation and bolting tools and equipment shall be in accordance with the structure manufacturer's recommendations and the "Specifications for Structural Joints Using ASTM A325 or A490 Bolts" including the commentary given therewith, as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation and endorsed by AISC, except as otherwise modified or supplemented herein.

Galvanized high strength bolts shall be tightened using the turn of the nut method. A washer under the structure element to be turned in tightening shall be used.

Nuts and bolts shall be handled and installed in a manner that will not damage the structure's galvanized finish. Wrenches that deform the nut or bolt head or that mar the galvanized finish shall be repaired or replaced. Without cost to the Owner, all bolts and nuts damaged during installation shall be replaced with new, undamaged bolts and nuts of the same type, size, and quality as the originals.

Bolted connections shall be drifted to the proper position and the holes inspected to ensure that bolt threads will not be damaged by forcing the bolts in place. Connections shall be tightly drawn together using two bolts or 25 percent of the total number of bolts in the completed joint, whichever is greater. Bolts for initial tightening shall be distributed uniformly about the joint. Either fitting-up bolts or high strength bolts may be used for this purpose.

Connections shall be inspected to ensure that all bolts are tightened and that a locknut or locking pin has been installed and tightened on each bolt where required.

Structure bolts that have been previously tightened shall not be loosened or retightened. Bolts that have been loosened after tightening shall be discarded. New bolts shall be used in their place. New bolts shall be furnished at no additional cost to the Owner.

16867.2.3 Touchup Galvanizing

Damaged galvanized surfaces to white metal shall be cleaned. Grease, scale, and all foreign matter shall be removed from surface and surface shall be regalvanized with a zinc-rich coating such as "AMCO 322 Galvanizing Sticks" or "AMCO 321 Galvanizing Powder" as manufactured by Force Chemicals Division of American Solder & Flux Co., Inc. of Paoli, Pennsylvania, or an acceptable equal material. The touchup galvanizing material shall be applied in strict accordance with the manufacturer's application instructions to provide a uniformly coated surface. The zinc-rich coating shall deposit not less than 2 ounces of zinc per square foot. The touchup galvanizing material in the field shall be furnished and applied to any surface where the galvanizing coating is broken or removed. Where practical, the galvanizing repair shall be performed before the structures are set.

16867.2.4 Structure Setting

Each structure shall be set within ± 3 inches transversely of the location indicated on the drawings.

Vertical alignment of structures shall be within 1/4 inch for every 10 feet of height from plumb, the amount of rake indicated on the drawings, or the amount of precamber indicated on the drawings. Tangent

**Transmission Line Structure Setting
and Erection**

structures shall be checked for plumb using a plumb bob. Structures requiring rake shall be raked using a 4 foot level and shims as required.

16867.2.4.1 Structures on Concrete Foundations. For steel structures on concrete foundations, structures shall not be set until the foundations are at least 7 days old and cylinder breaks are at 75 percent of the specified minimum 28 day strength. Two sets of nuts will be furnished by the pole manufacturer with the pole anchor bolts. One set shall be installed on the anchor bolts and they shall be level before the structures on the foundations are set.

16867.2.4.2 Direct Embedded Structures. Setting depths for each structure will be indicated on the drawings. Each structure shall be set within ± 4 inches of the depth specified.

16867.2.4.3 Multi-Pole Structures. For structures consisting of more than one pole on sloping ground surfaces, the pole on the downhill side of a slope shall be set to the specified depth and all other poles of the same structure shall be overset to a depth so that the structure framing components (crossarms, conductors, etc.) match the elevation of the downhill pole.

16867.3 Wood Pole Structures

This article covers the erection work for wood pole structures. Structure components shall be handled with care to prevent damage to the components, their preservative treatment, or their protective coatings.

16867.3.1 Structure Framing

Structures shall be framed as indicated on the drawings. Framing procedures shall minimize the amount of pole climbing that must be done after the structure is set. Any pole that is badly spurred shall be shaved and brushed with a preservative acceptable to the Owner.

Single-pole and two-pole structures shall be completely assembled prior to setting the poles, except where existing lines will interfere with the setting of assembled structures. Structures containing more than two poles shall be assembled after poles are set.

All required bolt holes shall be field drilled for a complete installation. Where single members are bolted to more than two poles, holes in the center poles shall be drilled only after poles are set. Bolt holes shall be drilled using a bit with a diameter 1/16 inch larger than the diameter of the bolt to be inserted.

Gaining of poles, where required, shall be perpendicular to bolt holes and shall not exceed 1/2 inch in depth.

Pole gains, bolt holes, and cut surfaces shall be treated by swabbing with a liberal amount of copper naphthenate solution. The Owner will determine whether adequate penetration has been achieved.

Bolts shall be tightened so that the bearing surfaces of hardware, insulators, etc., are properly seated to the poles and arms.

Each completed structure shall have all washers, locknuts, and other hardware properly installed and tightened. Ground conductors shall be installed when framing the structure.

16867.3.2 Pole Setting

Unless otherwise indicated on the drawings, pole setting depths shall be 10 percent of the pole height plus 2 feet.

Structures shall be set on level ground surfaces within ± 4 inches of the specified setting depth. Each pole shall be set in multi-pole structures on sloping ground surfaces with ± 3 inches of the depth specified in Article 16867.3.2.1.

**Transmission Line Structure Setting
and Erection**

16867.3.2.1 Multi-Pole Structures. For structures consisting of more than one pole on sloping ground surfaces, the pole on the downhill side of a slope shall be set to the specified depth and all other poles of the same structure shall be overset to a depth such that the structure framing components (crossarms, conductors, etc.) match the elevation of the downhill pole.

Each pole shall be set within ± 3 inches of the location indicated on the drawings.

Vertical alignment of structures shall be within 1/4 inch for every 10 feet of height from plumb, the amount of rake indicated on the drawings, or the amount of precamber indicated on the drawings. Tangent structures shall be checked for plumb using a plumb bob. Structures requiring rake shall be raked using a 4 foot level and shims as required.

Poles shall be raised using a power-operated crane with soft, flexible slings that will not cut, scratch or disfigure the pole. Unless otherwise approved by Owner, chains or bare steel cables shall not be used to move or raise poles.

The butt or top of a new pole shall not be cut off unless specified by the drawings.

**Transmission Line Structure
Grounding****16868 - Transmission Line Structure Grounding****16868.1 General****16868.1.1 Scope of Supply**

This section covers the furnishing and installing of transmission line structure grounding systems as shown on the drawings and as specified herein.

16868.1.2 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

Work	In Accordance With
Transmission Line Structure Grounding	National Electrical Safety Code (ANSI C2)

16868.1.3 Technical Attachments

The following attachments accompany these specifications in either paper or electronic format. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number/Description	Title	Revision
16868-1	Structure Grounding Report	0

16868.1.4 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16868.2 Materials

New and undamaged grounding materials shall be furnished in accordance with the following requirements:

Rods	5/8 inch 8 foot copper-clad standard type. The copper-cladding shall be electrolytically bonded to the steel rod or bonded by a molten welding process. Cold-rolled copper-cladding is not acceptable. Ground rods shall be as manufactured by ERICO, or approved equal.
Couplings	Couplings shall be the treadles type as manufactured by Eritech, or approved equal.
Cable, Bare	Dead soft annealed, copper-clad steel, 40 percent conductivity, Copperweld or approved equal.
Exothermal welds	One-shot type exothermic welds as appropriate for the item being connected. ERICO-CADWELD ONE-SHOT, or approved equal.

**Transmission Line Structure
Grounding**

Staples	
Ground conductor	Copper-clad steel, ERICO, or approved equal.
Molding	Copper-clad steel, ERICO, or approved equal.
Molding	8 feet long fir, treated with copper naphthenate.

All clamps, connectors, bolts, washers, and nuts used with the grounding system shall be copper or bronze.

16868.3 Installation

Grounding system materials shall be installed as shown on the drawings and in accordance with the following requirements:

A structure grounding system shall be installed at each structure location to achieve the maximum grounding resistance of 10 ohms.

Except as otherwise indicated on the drawings, counterpoise conductors shall be installed a minimum depth of 2.5 feet.

16868.3.1 Ground Rods

Ground rods shall be located where shown on the drawings and driven to the minimum depth indicated on the drawings.

Standard sections shall be joined together to provide an extended rod with one true center line and a minimum of joint resistance. Sections shall be joined using threadless couplings.

Where rock is encountered at a depth less than the minimum driving depth indicated on the drawings, the Owner shall be notified and will then determine how to proceed with the installation of the structure grounding system.

16868.3.2 Ground Conductors

Exposed ground conductors shall be installed inconspicuously on supporting structures. Conductors shall be run parallel to or normal to dominant surfaces.

Conductors routed over concrete surfaces shall be kept in close contact with those surfaces by using fasteners located as indicated on the drawings.

Ground system conductors damaged during construction shall be repaired or replaced as directed by the Owner.

16868.3.3 Connections

All connections shall be made using the exothermal welding process except where otherwise indicated on the drawings or specified herein. The manufacturer's instructions shall be followed in detail on the use of exothermal welding materials. All surfaces shall be thoroughly cleaned to be joined by the welds. Galvanized steel surfaces shall be cleaned with emery paper. Powder and molds shall be kept dry and warm until used.

All exothermally welded connections shall successfully resist moderate hammer blows. Any connection which fails such test or which, upon inspection, indicates a porous or deformed weld shall be remade.

Exothermal welds shall encompass 100 percent of the ends of the materials being welded. Welds that do not meet this requirement shall be remade.

**Transmission Line Structure
Grounding**

All threaded connections shall be securely tightened.

16868.3.4 Structure Ground Resistance

After ground rods have been installed and interconnected as shown on the drawings, but prior to connection to the structure, the ground resistance shall be measured in accordance with Article 16868.4, Ground Resistance Measurements, at each structure and the measured resistance recorded on the Structure Grounding Report. In the event that the measured value of ground resistance at any structure exceeds specified maximum grounding resistance indicated on the drawings, the Owner shall be notified for further direction. Additional grounding facilities shall be furnished, installed, and connected as directed by the Owner. The Contractor will be reimbursed for the additional work required. The ground resistance measuring and recording procedure shall be repeated after completing each grounding adjustment.

16868.4 Ground Resistance Measurements

All ground resistance measurements shall be done using a three terminal "megger" type ground tester that applies alternating current to the electrodes and that gives a reading in direct current ohms. Two reference ground probes shall be used and all tests performed in accordance with the instrument manufacturer's instructions for ground resistance testing. The meter shall be approved by the Owner. The tester shall have a check circuit to determine that a good connection is established between the probes. The distance between potential and current electrodes shall be as shown in the table below. Some of the acceptable instruments are as follows:

Meg and megger ground testers, James G. Biddle and Co.

Vibroground, Associated Research, Inc.

Ground-Ohmer, Herman H. Sticht Co., Inc.

Maximum Dimension Across Ground Grid, (in ft)	Distance to Potential Electrode, (in ft)	Distance to Current Electrode, (in ft)
2	40	70
4	60	100
6	80	125
8	90	140
10	100	160
12	105	170
14	120	190
16	125	200
18	130	210
20	140	220
40	200	320
60	240	390
80	280	450
100	310	500

**Transmission Line Structure
Grounding**

Maximum Dimension Across Ground Grid, (in ft)	Distance to Potential Electrode, (in ft)	Distance to Current Electrode, (in ft)
120	340	550
140	365	590
160	400	640
180	420	680
200	440	710

16868.5 Structure Grounding Reports

A record of the condition of the structure grounding system shall be maintained at each structure throughout the construction period. The standard form entitled Structure Grounding Report included at the end of this section shall be used. The second page of the standard form may be copied as required for additional structures. A completed copy of the report shall be submitted to the Owner at the conclusion of the project as a part of the Record Documents.

16868.6 Fence Grounds

Fence grounds shall be furnished and installed as shown on the drawings and in accordance with the following requirements:

Fence grounds shall be installed at all fence crossings and at intervals not to exceed 400 feet along parallel fences that are within the transmission right-of-way. Where possible, fence grounds shall be attached to ground rod driven for nearest structure. When the nearest structure is more than 10 feet from the fence, a separate ground rod for the fence shall be driven.

LP&L
Emergency T-Line

Transmission Line Structure
Grounding

Structure No.	Description of Grounding System Installed	Resistance Measurement 1 st Test (Date/Reading)	Description of System Modifications	Resistance Measurement 2 nd Test (Date/Reading)	Description of System Modifications	Final Resistance Measurement (Date/Reading)

STRUCTURE GROUNDING REPORT

16869 - Transmission Line Grouting

16869.1 General

16869.1.1 Scope of Supply

This section covers the materials and procedures for grouting of transmission line structure baseplates.

16869.1.2 Technical Attachments

Not used.

16869.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16869.2 Materials

Grouting materials shall be furnished in accordance with the following requirements:

Non-shrinking grout	Minimum 5,000 psi, 28 day compressive strength; Master Builders "Masterflow 713 Grout," Sauereisen Cements "F-100 Level Fill Grout," Five Star Products, Inc. "Five Star Grout," Cormix Inc. "Supreme Grout," USM "Upcon Hiflow," L&M "Crystex," or acceptable equal.
Water	Clean and free from mud, oil, organic matter, and other deleterious substances.

16869.3 Grouting of Structure Baseplates

All structural baseplates that are shown on drawings to require grout using non-shrinking grout by methods that will ensure complete, uniform, and permanent filling of all space beneath the baseplate without disturbing or displacing its alignment or level shall be firmly and solidly grouted in place.

16869.3.1 Surface Preparation

The surface shall be chipped of hardened concrete upon which grout will be placed to remove laitance and surface mortar and to expose the aggregate. The surface of the hardened concrete shall be cleaned of all oil, grease, laitance, curing compound, and other foreign loose materials and saturate the surface with water for not less than 24 hours immediately before placing grout. All excess water shall be removed.

16869.3.2 Alignment and Leveling

Each baseplate shall be set in place over its anchor bolts and carefully aligned in proper position and brought to an accurate level.

Structural baseplates may be leveled by means of the extra nut below the baseplate on each anchor bolt.

16869.3.3 Mixing

Factory premixed non-shrinking grout shall be furnished so only water is added at the jobsite. Grout shall be mixed in a mechanical mixer for a minimum of 3 minutes. The amount of water to be used shall be as recommended by the grout manufacturer.

16869.3.4 Placement

Non-shrinking grout shall be placed immediately after mixing and before stiffening sets in. Grout shall be placed in strict accordance with the directions of the manufacturer so that all grout space is completely filled without voids.

After it has reached its initial set, non-shrinking grout shall be smoothly finished in all locations where it will be exposed to view.

16869.3.5 Finishing of Edges

When grout placing has been completed, it shall stand undisturbed until set stiff. Then, immediately after setting, the form or dam shall be removed, if any, and flush cut off and the portions of the grout that extend beyond the edges of the baseplate removed, except where a sloping surface is indicated on the drawings. Sloping surfaces shall be finished to a one-to-one slope.

All grouting shall be completed in a proper and workmanlike manner with the exposed edges of the foundation and the surfaces adjacent thereto left clean and free from cement and grout.

16869.4 Curing

Grout shall be protected against rapid loss of water by covering with wet rags and polyethylene sheets. After completing edge finishing, the grout shall be wet cured for at least 7 days. When air temperatures of 90° F or above are expected during curing, special procedures shall be adopted to keep the grout as cool as possible.

When air temperatures of 45° F or below are expected during curing, special procedures shall be adopted to keep the grout at temperatures above 50° F for 5 days or 70° F for 3 days after the grout is placed. Grout and adjacent form surfaces shall be kept moist at all times. Sudden cooling of grout will not be permitted.

16870 - Transmission Line Structure Framing

16870.1 General

16870.1.1 Scope of Supply

This section covers the framing work for transmission line structures.

16870.1.2 Technical Attachments

The following attachments accompany these specifications in either paper or electronic format. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number/Description	Title	Revision
16870-1	Steel Structure Assembly Report	0
16870-2	Slip Joint Assembly Report	0
16870-3	Anchor Installation Report	0

16870.1.3 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16870.2 Structure Framing

Structures shall be as shown on the drawings. Any structure that is damaged during framing shall be repaired or replaced, as directed by the Owner.

Unless otherwise approved by the Owner, structures shall be completely framed on the ground prior to structure erection and setting.

For concrete and wood pole structures, any bolt holes that are not factory drilled but that are required for a complete framing installation shall be field drilled. All field drilled holes through wood pole structures shall be thoroughly treated with preservative compound approved by the Owner.

Framing bolts shall extend not less than 1/2 inch nor more than 2-1/2 inches past the locknut. Framing bolts shall be tightened so that the bearing surfaces of hardware, insulators, etc., are properly seated to the poles and arms.

Upon completion of structure framing, all washers, locknuts, and other hardware shall be checked so that they are properly installed and tightened.

Ground conductors shall be installed as part of the structure framing.

16870.3 Anchors and Guys

16870.3.1 Anchors and Anchor Rods

Each anchor shall be located as shown on the drawings. Guy leads shall be measured horizontally from center line to the anchor rod.

Each anchor rod shall be aligned with its connected guy. Anchor rods shall extend not less than 6 inches nor more than 12 inches above the ground surface after the connected guy wires have been loaded. Under no circumstances shall the preformed guy grips be in contact with the soil.

Helical anchors shall be installed using a torque indicating device as recommended by the anchor manufacturer and acceptable to the Owner. Anchors to the torque shall be installed as indicated on the drawings. The anchor shall be driven until the specified torque has been maintained for a minimum of 2 feet. A log of the installed torque of each anchor shall be maintained. The log shall include the structure number, number and length of extensions used, and final torque attained. The log shall be submitted to the Owner at the end of the anchor installation phase of the Work.

A minimum of two 5 foot extensions shall be installed on each anchor.

If the recommended torque is not reached after the addition of the 5 foot anchor rod extension, installation of that anchor shall be stopped and the Owner notified.

Any additional 3-1/2 foot, 5 foot, or 7 foot extensions required to develop the specified installation torque shall be furnished and installed by the Contractor.

All anchors shall be load tested to the full design loading. Prior to loading, the groundline at the top of the anchor rod shall be marked to show the extent of anchor creep. All loads shall be removed from any anchor showing more than 1 inch creep and the Owner notified.

16870.3.2 Guying

Guys shall be installed prior to loading the structures and in accordance with the guying details shown on the drawings.

Guys shall be installed before conductors are strung. Guys shall be attached to the structure as shown on the drawings.

Guy dead-end units shall be installed in accordance with the manufacturer's recommendations. Preformed guy grips that have previously been installed shall not be reused.

Guy leads shall not be spliced.

If, after loading the structures, the Owner determines that final adjustments to the guys are necessary, such adjustments shall be made to the satisfaction of the Owner.

16870.3.3 Guy Guards

A guy guard on each down guy shall be installed.

16870.4 Insulators and Support Hardware

16870.4.1 General

Transmission line insulators may be polymer or porcelain type as indicated on the drawings.

Handling and installing insulator assemblies shall be carefully performed to prevent damage to the insulator units and to provide proper alignment. Insulators shall not be stood upon.

Clevis pins shall be installed with the cotter key down so that the pins will not fall out when tension is removed. Turn all cotter pins so that the head of the cotter pin is upward. Bolts shall be installed with the nut down, as applicable.

16870.4.2 Inspection and Cleaning

Each insulator unit shall be inspected at installation time. When installed, insulators shall be free of cracks, chips, bent pins, and other defects. Defective insulators shall be removed from the work site immediately.

All insulators installed shall have surfaces cleaned of all foreign material. Porcelain insulators shall be wiped to a bright finish.

16870.4.3 Dead-End Insulator Assembly and Attachment

Dead-end insulator assemblies, when completely assembled, shall have all cotter pins fully seated.

Dead-end insulator assemblies shall be attached to the structure after setting the structure. The insulator assembly shall be hoisted into position with slings or wires in a manner acceptable to the Owner. The number of slack units shall be kept to a minimum to avoid bending the pins.

16870.4.4 Line Post Insulator Attachment

Line post insulators shall be securely mounted on each structure prior to setting. The structures shall be supported off the ground while attaching line post insulators to maintain clean insulator surfaces and to avoid damage to the insulators.

16871 - Transmission Line Installation of Aerial Wires and Conductors**16871.1 General****16871.1.1 Scope of Supply**

This section covers the installation of transmission line aerial wires and conductors as shown on the drawings. Wires shall be installed in accordance with these specifications: IEEE 524, "Guide to the Installation of Overhead Transmission Line Conductors"; and manufacturer's recommendations.

Installed aerial wires and conductors shall be free from damage including any deformity in, or foreign matter on, the wires or conductors that can be detected visually or by feel.

Contractor shall provide to Owner sagging plan and snub-off locations prior to commencing stringing. The Contractor shall request additional right of way access that is necessary for stringing and sagging 60 days prior to the anticipated need for access.

16871.1.2 Codes and Standards

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

Work	In Accordance With
Transmission Line Installation of Aerial Wires and Conductors	IEEE 524
Grounding Wire During Installation	IEEE 524a, and OSHA Code of Federal Regulations 29 CFR, Part 1926

The following attachments accompany these specifications in either paper or electronic format. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number/Description	Title	Revision
16871-1	Transmission Line Stringing, Sagging, and Clipping Report	0
16871-2	Compression Accessory Installation Report	0
16871-3	Grounding Log Report	0

16871.1.4 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16871.2 Stringing Blocks

Stringing blocks shall be securely fastened to the supporting structures. Stringing blocks may be attached to the insulators units or assemblies or they may be supported by brackets or hangers that are attached to the structures. The stringing blocks shall support the aerial wires or conductors at their

permanent or "clipped in" elevations. Double stringing blocks shall be used when wires or conductors are pulled through line deflection angles 30 degrees or larger.

Stringing blocks shall have neoprene or urethane inserts covering all parts that come in contact with the wire or conductor. Stringing blocks shall be designed and used so that the pulling line does not damage or deposit foreign matter in the sheave or insert in a manner that might cause damage to the conductor. Sheaves shall operate freely. Sheave diameters and sheave grooves shall be selected in accordance with IEEE Paper C 73 377-9, "A Guide for the Selection and Application of Transmission Conductor Stringing Sheaves." For all tangent structures, stringing blocks shall be used with a minimum 14 inch diameter.

Conductors shall be clipped in at angle structures first. Angle blocks and hardware shall be as close to their final position as possible.

16871.3 Guard Structures

All guard structures required for all crossings over electric supply lines, communication lines, railroads, roads, highways, and other obstructions, and for the protection of the wires or conductors, any other existing facilities, and the public shall be furnished and installed. Adequate preparations shall be made to safely cross all facilities with a minimum of inconvenience and delay to the public.

Guard structures shall be single poles, two or more poles connected by a fiber line, or two or more poles joined by timbers or other methodology approved by Owner. Each guard structure shall be complete with all necessary guys, anchors, and braces, and shall have adequate provisions to prevent damage to the wires or conductors. Stringing blocks shall be included as part of any guard structure that will continuously support the wires or conductors during installation. Guard structures with stringing blocks shall be equipped with provisions for supporting the wires or conductors if any block attachment assembly fails.

Upon completion of a section of line, all guard structures in that section shall be removed, including the full length of all guard structure poles. When removal of guard structures is complete, all pole holes shall be filled and tamped and the area restored to its original condition.

16871.4 Stringing of Wires and Conductors

Concrete foundations shall be cured at least 28 days and have satisfactory 28 day breaks of test cylinders prior to stringing wire.

All wires and conductors shall be stringed from reels firmly mounted on stands secured against displacement. Reel equipment shall include adjustable braking devices that shall be used to prevent wire or conductor overrun between the reel and the tensioning equipment. All reel equipment shall be continuously attended during wire or conductor pulling to ensure proper operation. The horizontal distance between the tensioner or puller and the nearest structure, or a snub-off anchor and the nearest structure, shall be at least 3 times the vertical distance. Each conductor reel shall be inspected and any protruding fasteners or other objects that might damage the wire or conductor shall be removed. A thorough visual inspection for flaws, breaks, or abrasions as the wire or conductor leaves the reel shall be conducted. Damaged portions of the wire or conductor shall be cut out and the wire or conductor spliced as specified hereinafter. Splices shall not be pulled through stringing blocks.

All wires and conductors shall be stringed using double bull wheel continuously controlled tensioning equipment located in line with each pull and anchored. Tensioning bull wheels shall be provided with multiple conductor grooves, and with a diameter sized for the outside diameter of the wire or conductor being pulled. The wire or conductor grooves shall be lined with neoprene or other acceptable resilient material to provide cushioning in the grooves and protect wires or conductors smaller than the groove diameter from being flattened or otherwise damaged. Tensioning brakes and brake controls shall

automatically maintain running tension after the set tension is obtained, and shall be supplemented by a fail-safe type brake that automatically engages upon loss of the running tension brakes.

Wire and conductor grips shall be of a type that will not damage the wire or conductor and shall be acceptable to the Owner. Wire or conductor that is damaged by the conductor grips shall be repaired or the damaged section shall be cut off.

During stringing, the tension on any wire or conductor shall not exceed 50 percent of the tension required by the stringing sag charts at the existing temperature. During stringing, the sag on any wire or conductor in any span shall not be less than that required by the stringing sag chart at the existing temperature.

Two-way communication shall be maintained at all times between the puller, tensioner, and personnel following the running board.

Wooden planks or other nonmetallic lagging shall be used and shall be acceptable to the Owner to protect wires and conductors from direct contact with the ground during splicing and dead-ending operations. During pulling operations, the wire or conductor shall be kept clear of the ground and all other objects that might cause abrasion, kinks, loosening of strands, or other damage.

If, at any time during the stringing and sagging operation, it becomes necessary to leave the wire or conductor in the stringing blocks for an extended period of time because of equipment failures, inclement weather, or other delay, the wire or conductor sag shall be adjusted per the manufacturer's recommendations.

The Owner may require the wire or conductor to be lowered after periods of stringing inactivity or exceedingly high wind to inspect for damage. The lowering of the conductor and the repair or replacement found necessary shall not be cause for extra compensation.

Pre-tensioning of wire and conductor shall be per the manufacturer's recommendations and is subject to approval by the Owner.

16871.5 Splicing and Dead-Ending

Full tension splices and dead ends shall be installed in accordance with the manufacturer's recommendations.

Splices shall not be installed in spans adjacent to or crossing creeks, railroads, major overhead utility lines, state or federal highways, or within 50 feet of suspension points or within 75 feet of dead-end fittings.

No splices shall be made in dead-end spans without prior approval by the Owner.

Compression fittings shall be filled with filler compound, if required, as recommended by the manufacturer before compressing. Joint compound shall be applied to all flat-to-flat surface connections on dead-end bodies and jumper terminals. The joint compound shall be applied immediately following wire brush cleaning of contact surfaces.

The proper die size to compress the aluminum barrel shall be selected. The die size indicated on the aluminum barrel should match that indicated on the compression dies.

A minimum of 15 feet of the wire or conductor shall be supported straight out from the end of the dead end so that the weight of the conductor does not hang unsupported from the end of the dead end when compressing.

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The aluminum barrel shall be compressed starting adjacent to the knurl. The dead-end barrel or sleeve shall continue to be compressed toward the end. Each compression shall be overlapped by an amount sufficient to prevent the formation of ridges between adjacent compressions. The die grooves shall be lubricated with a lightweight oil. Oil coating shall be maintained during the entire compression operation.

After compressing, all burrs and sharp edges shall be removed from the joint surfaces with a file or abrasive cloth. The wire or conductor shall be cleaned of any excess filler compound that has been forced out of the connection during compression.

Jumper loops installed between dead-end fitting terminals shall be formed into a regular shape to present a neat appearance. Where jumper loops are attached to vertical suspension insulators, the jumper loops shall allow the suspension insulators to remain plumb during cold weather.

All splices, taps, and dead ends in the wires and conductors shall be made as required to provide complete electrical circuits. All splice and dead-end installations shall be performed in the presence of, and are subject to the inspection and acceptance of the Owner.

16871.6 Sagging

All wires and conductors shall be sagged within 24 hours after stringing in accordance with stringing sag charts furnished by the Owner. No conductor shall be stressed above the stress required by the stringing sag for the temperature existing at the time of sagging. The wire or conductor temperature shall be determined at the time of sagging by means of a sagging thermometer suspended at least 10 feet above the ground. The temperature so determined shall be used as the sagging temperature.

The sag of wires and conductors shall be measured by the direct line of sight (transit) method or, where acceptable to the Owner, by the return wave method. The accuracy of the return wave method shall be demonstrated by measuring conductor sag on a representative span using both the transit and return wave methods, and comparing the sags measured by the two methods.

Sag spans should be at or near each end of the sag section. For sag sections over 2 miles long, additional sag span(s) shall be used near the center of the sag section. Sag spans should be the longer, more level spans. If the sag span is not a level span, the transit shall be located at the lower structure to increase conductor control. Sag spans should also be located on each side of line angles greater than 10 degrees.

A sag section should not exceed 4.5 miles, or approximately 20 spans, in length.

Dynamometers on tensioning equipment may be used to ensure that conductors are not overstressed, but shall not be used as a substitute for sag measurements.

Sags shall be held to the values indicated on the sag charts with a minus tolerance of zero to a plus tolerance of 1 inch (-0, +1 inch). An accurate sagging log shall be kept listing the date, time, temperature, spans where sags are checked, computed sag, measured sag, and any other pertinent data or remarks. This log shall be available to the Owner for review at all times and given to the Owner as a permanent record when the sagging operation is completed on the line. For each line section sagged, clearance shall be obtained from the Owner on the completed sagging operation for that section before proceeding to the next section of line. Such assistance shall be provided as may be required by the Owner in checking the sags. Any change in this procedure shall be presented to the Owner for acceptance.

During sagging operations, temporary guys, anchors, and reinforcements shall be provided as required to maintain all structures in alignment.

Any sagging activities shall not be performed during periods of high or gusty winds that, in the judgment of the Owner, might prevent accurate sag measurements.

16871.7 Suspension Attachment

Within 48 hours after all wires or conductors in a line section have been sagged in with the acceptance of the Owner, stringing blocks shall be removed and all wires or conductors permanently attached to suspension hardware as shown on the drawings.

Except for insulator strings at dead ends, the center line of vertical insulator strings after clip-in shall not be more than 2 inches from a vertical plane common to structure center lines and insulator support points on the structure. Where the distance exceeds 2 inches, offset clipping shall be used. Offset clip-in of wires or conductors shall start at the lowest in the series of structures and work upward to the highest structure. The point of offset clip-in shall be furnished by the Owner.

Wires or conductor shall not be attached during periods of gusty or high winds nor when the temperature exceeds 90° F or when it is lower than 30° F except with the specific acceptance of the Owner.

16871.8 Grounding During Wire Installation

Grounding of wires and equipment during the installation of wires shall be in accordance with these specifications: IEEE 524a, "Guide to Grounding During the Installation of Overhead Transmission Line Conductors," and OSHA Code of Federal Regulations 29 CFR, Part 1926, "Construction."

All grounding cables shall be flexible, stranded copper, and be regularly inspected. The grounding cables shall be sized based on the maximum potential fault current. The minimum conductor size shall be AWG 4/0 (diameter = 0.460"). Aluminum conductor is not acceptable.

The installation and removal of grounding devices shall be performed with an insulated ground stick. Grounding cables shall be connected to the ground source first, then to the object being grounded. Personnel should never be in series with a ground lead. When removing grounds, they shall be removed from the grounded object first and then from the ground source.

16871.8.1 Pulling Site Grounding

The puller shall be grounded to an acceptable ground, such as driver ground rods, structure ground grid, or substation yard grid. The puller and ground source shall be surrounded with warning barriers. The first tower away from the puller shall use traveler grounds bonded to the grounding source used at the pulling site and a running ground shall be installed in front of the puller connected to the common ground point at the puller site.

16871.8.2 Tensioner Site

The tensioner, reel carts, and reel trailers shall be bonded together and grounded to a common point. The first tower away from the tensioner shall incorporate the use of traveling grounds bonded to the grounding source used at the tension site. When pulling bundled conductors, the subconductors shall be bonded together. Clearly marked barriers shall be installed around the tensioner and ground source.

16871.8.3 Anchor Site

In addition to the grounding system at the anchor site, the first tower in either direction shall have grounds in use until clipping-in is completed. All subconductors and all phases shall be jumpered together at the anchor site and connected to the ground source. Bypass jumpers shall be installed to tie each end of each phase together.

16871.8.4 Splicing

Splicing vehicles shall be effectively grounded prior to making splices in the conductors. The anchor site ground system shall be left in place until the spliced conductors are raised to clear the splicing site. When the splice is completed, the jumper connecting the phase and subconductors together shall be removed prior to raising the conductor with the winch line above the splicing site and out of reach of all ground personnel. These procedures shall be repeated until all splices are complete and all phases are

raised to clear the splice site. Splicing shall be performed on either an insulated platform or on a conductive metallic grounding mat bonded to both grounds. When a grounding mat is used, the grounding mat shall be roped off and an insulated walkway provided for access to the mat.

16871.8.5 Traveler Grounds

Traveler grounds shall be installed at the first and last structures of each pull section, on either side of energized crossings and at intervals of not more than 2 miles.

16871.8.6 Grounding During Dead-Ending Operation

Bypass jumpers shall be installed on each subconductor on both sides of the structure prior to installing dead ends.

16871.8.7 Grounding During Clipping-in Operation

Personal grounds shall be used at each clip-in point in addition to other grounds that may be required.

Temporary grounds shall be installed between all phase conductors and shield wire and the structure grounding system, on structures selected at intervals of not more than one mile. At least one set of temporary grounds shall be installed on each dead-ended section of line.

The Owner shall be advised in writing of the structure numbers on which the temporary grounding connections have been installed and the date of their installation.

The temporary grounds shall be left in place until the Owner directs their removal.

16871.9 Phasing

Phase conductor configuration and locations shall be as shown on the drawings. Phasing of conductors shall be verified by end-to-end inspection of the transmission line, noting any and all variations of phase conductor locations along the length of the line. Written certification shall be provided to the Owner that the visual inspection has been performed and that the conductor phasing is as indicated on the drawings.

16871.10 Dampers

The damper installation shall be installed as specified in the drawings and per the manufacturer's recommendations.

16871.11 Reel Return

The Contractor shall make arrangements for the return of all returnable reels, including all stripping of excess conductor, hauling, loading, properly tying down as per manufacturer's recommendations, and scheduling return to the manufacturer's designated plant.

Contractor shall notify the Owner 24 hours prior to shipment of reels to verify the quantity, date, and the condition of the reels being returned.

16871.12 Energization

Prior to energization, the transmission line shall be patrolled to ensure that all safety grounds have been removed, all jumpers are installed, trees are sufficiently clear of the line.

16871.13 OPGW

The Contractor shall acquire from the optical ground wire (OPGW) manufacturer a copy of their recommended installation methods and procedures.

The specifications governing the installation, sagging, and clipping of the phase conductors shall apply to the OPGW cable.

16871.13.1 Field Testing

Each reel of fiber optic cable shall be tested upon arrival from the manufacturer prior to installation. Testing shall consist of OTDR signature traces to verify fiber length, attenuation loss, and inspect for any point defects which resulted from handling during transportation.

OTDR tests shall verify that the cable's fiber length and attenuation are within the manufacturer's specifications. OTDR test results shall be electronically recorded and forwarded to the Owner. Documentation of reel acceptance shall be recorded.

After each reel has been tested and no apparent optical abnormalities are present, the end of the fiber cable shall be sealed with a protective cover to prevent water infiltration into the cable.

16871.13.2 Acceptance Testing

Acceptance testing of single mode fibers shall consist of optical loss testing, OTDR testing, magnified end-face inspection, optical length measurement, and polarity testing.

Single mode backbone links shall be tested at 1310nm and 1550nm in accordance with ANSI/TIA/EIA-526-7, Method A.1, One Reference Jumper or an equivalent method. Link attenuation does not include any active devices or passive devices other than cable, connectors, and splices.

OTDR testing shall be tested at 1310nm and 1550nm. Each fiber link and channel shall be bi-directionally tested. A launch cable shall be installed between the OTDR and the first link connection. A receive cable shall be installed after the last link connection.

Fibers shall be inspected at 250X or 400X magnification. 400X magnification may be used for detailed examination of single mode fibers.

The length of each fiber shall be measured using OLTS or OTDR.

Paired duplex fibers in multi-fiber cables shall be tested to verify polarity in accordance with ANSI/TIA/EIA-568-C.1. The polarity of the paired duplex fibers shall be verified using an OLTS.

When tested at 1310nm, the maximum allowable single mode attenuation is 0.40dB/km.

When tested at 1550nm, the maximum allowable single mode attenuation is 0.30dB/km.

16871.13.3 Optional Testing

The OPGW fiber optic cable may be tested upon completion of sagging and clipping construction. Testing shall consist of OTDR signature traces performed at 1550nm to verify continuity and check for any spot discontinuities resulting from the cable installation handling or attachment hardware.

The Owner shall be notified immediately if any spot discontinuities are observed in the fiber signature traces.

Should any test reveal damage to any of the fibers during the installation or during the time period which the OPGW was in possession of the Contractor, the Contractor shall be solely responsible for replacing the bad section of cable. A bad section of cable shall constitute the length of OPGW between any two predetermined splice locations plus the excess tail length as required for splicing. The cost of cable, the additional splice enclosures, and reinstallation shall be incurred by the Contractor.

16881 - Tapered Tubular Steel Structures

16881.1 General

16881.1.1 Scope of Supply

Scope of supply includes design, materials, fabrication, and testing for tapered tubular steel structures for overhead transmission lines. This section also covers design, materials, and fabrication of tubular steel arms, ladders, steps, miscellaneous attachment brackets, and bolting materials as indicated on the drawings and on the Specification Data Sheet(s) included at the end of this section.

The structures furnished under these specifications shall include all structures indicated on the contract drawings. The general structure configurations, electrical clearances, and dimensional requirements shall be as indicated on the drawings.

Structures shall be self-supporting or guyed as indicated on the drawings.

The structures shall be fabricated of tapered, seam welded, tubular steel sections having an acceptable polygonal shape. The steel structures shall have bolted flanges, slip-fit telescoping joints or be one piece as indicated on the drawings or Specification Data Sheet(s) included at the end of this section. The structures shall be fabricated and fitted with tubular steel arms, brackets, steps, ladders, ladder attachments, baseplates, anchor bolts and other appurtenances as required to provide complete supporting structures.

This section describes the desired features and arrangement of the structures and, except for the limits specified, is not intended to cover all design details. The Supplier shall be totally responsible for the design and subsequent fabrication of all structures, in accordance with these specifications. The Supplier shall submit copies of the proposed structure design including all calculations for acceptance by the Purchaser prior to any fabrication.

16881.1.2 Items Furnished by Others and Interfaces

Items furnished by others and not in this scope of supply include the following:

Receiving, unloading, storing, and field erection of all materials. Unloading will not constitute acceptance and deficiencies may be cause for rejection.

Foundations.

16881.1.3 Performance and Design Requirements

Structure design shall be in accordance with the American Society of Civil Engineers/Structural Engineering Institute (ASCE/SEI) Standard 48-11, unless otherwise noted herein.

16881.1.3.1 Tubular Shafts, Arms, and Attachments. The yield strength of the material used in the design of tubular sections shall not exceed the yield stress tabulated in the American Society for Testing and Materials (ASTM) specification which covers the steel grade used. The area of holes in the shaft wall that are larger than 1 inch (25 mm) in diameter shall be deducted from the section area used in tubular steel structure design.

The tubular shafts, arms, and attachments shall be designed for the maximum combination loadings indicated on the drawings. The loads indicated on the drawings include overload capacity factors. The attachment plate thicknesses indicated on the drawings are maximums for hardware attachment. All arm brackets and vangs attaching to the tubular shafts shall be designed with 100% full penetration welds.

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Camber loads indicated on the drawings shall be the basis for cambering the structures. Tubular steel structures for which deflection under camber loads is less than the shaft top diameter do not require cambering. Tubular steel structures for which the deflection under camber loads is greater than the shaft top diameter shall be cambered, unless noted otherwise. Cambering shall result in a structure axis that is vertical under the camber loads. The structure fabricator shall include the direction of camber and its relationship to the anchor bolt pattern.

The unloaded steel arms of tubular steel structures furnished with arms for future use (future conductors and shield wires) may vibrate during certain wind conditions and may be damaged due to these vibrations. The steel arm to shaft connection shall be designed to resist vibrations due to wind, or temporary weights shall be furnished for the arms to prevent these vibrations.

The maximum shaft diameter, across the flats, at the top of the structure and at the groundline shall not exceed the dimensions indicated on the drawings unless otherwise accepted by the Purchaser.

16881.1.3.2 Anchor Bolts. Anchor bolt design shall be in accordance with the ASCE/SEI 48-11.

Anchor bolts length shall be designed for partial length anchor bolts with a secondary rebar cage.

Embedment length shall be based on f'_c of 3,000 psi (25 MPa). Design shall assume a clear space between the top of the foundation and the bottom of the baseplate for leveling nuts equal to 3 inches (76 mm) unless indicated otherwise on the drawings. The minimum anchor bolt projection shall be 3 inches (76 mm) plus the baseplate thickness plus two anchor bolt diameters.

16881.1.3.3 Ladders. Provisions shall be made for attachment of removable ladders on each structure as indicated on the drawings or Specification Data Sheet(s) included at the end of this section. Devices for attaching ladders shall provide maximum safety, minimum projection beyond the shaft surface, minimum opportunity for corrosion, and shall not permit air to enter the shaft. Ladders shall be steel, ductile iron, or aluminum. Ladders and attachment devices shall be designed to simultaneously support a 500 pound (227 kg) vertical load and a 200 pound (91 kg) horizontal load. Attachments shall be located as indicated on the drawings. Quantity of ladder sections to be furnished is indicated on the Specification Data Sheet(s) included at the end of this section. Step connections shall resist accidental detachment.

16881.1.3.4(1) Deflection Limitations – Transmission Line Structures. Structure top deflections shall be limited as indicated on the Specification Data Sheet(s) included at the end of this section or on the drawings. Tubular steel structures for which deflection under everyday loads is less than 12 inches (305 mm) do not require precambering. Tubular steel structures for which the deflection under everyday loads is greater than 12 inches (305 mm) shall be precambered, unless noted otherwise. The structure fabricator shall include the direction of precamber or rake and its relationship to the anchor bolt pattern.

16881.1.3.5 Drawings and Calculations. Drawings for shop fabrication and field erection of all materials furnished under these specifications shall be prepared, checked, and submitted to the Purchaser as specified in Technical Supplemental Q500. Drawings shall indicate details and dimensions as required to enable the Purchaser to coordinate hardware attachment and electrical clearances.

Per Technical Supplemental Q501, field erection data and instruction manuals shall include written instructions for proper structure handling, storage, assembly, erection, Aeolian vibration mitigation, and inspection, including explicit step by step instructions for the proper installation, tightening, and inspection of the connection bolts being furnished.

Design data shall be submitted with the Proposal including calculations indicating the adequacy of each structure, steel arms, attachments, and appurtenances regarding strength and deflection. The calculations shall include pole base diameters; baseplate sizes; anchor bolt cluster diameters; anchor bolt lengths; anchor bolt stress; groundline shears, moments, and axial loads; guy wire reactions; and all other structure design data required for the Purchaser's foundation design. The accuracy and completeness of

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the design of the structures and their components, based on the loads indicated on the Purchaser's drawings, are the sole responsibility of the Supplier. The Proposal shall also include the approximate total weight of each structure including weights for arm, flange plate, and base plate connections.

PLS-Pole models shall be provided with the drawings and calculations.

16881.1.4 Codes and Standards

Materials shall conform to the applicable codes and standards of the technical societies or organizations mentioned in this section. Reference to ASCE/SEI 48-11 shall mean American Society of Civil Engineers/Structural Engineering Institute Standard 48-11, Design of Steel Transmission Pole Structures.

16881.1.5 Materials

The following materials shall be used.

16881.1.5.1 Tubular Members and Attachments.

Tubular shafts, arms, vangs, brackets, and attachments; weathering	ASTM A242/A242M, ASTM A588/A588M, or ASTM A871/A871M; 3/16 inch (5 mm) minimum thickness.
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16881.1.5.2 Baseplates.

Baseplates; weathering	ASTM A242/A242M, ASTM A588/A588M, or ASTM A871/A871M; cast or fabricated steel; 1-1/2 inch (38 mm) minimum thickness.
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16881.1.5.3 Connection Materials.

Connection bolts and studs for weathering steel structures	ASTM A325 Type 3, ASTM A490 Type 3, or ASTM A354 Grade BC; heavy hexagon head bolts and nuts, flat or beveled washers. Bolting materials shall have a chemical composition which provides oxide forming characteristics equal to the base metal. Bolt material shall have corrosion and atmospheric resistant properties comparable to ASTM A871.
Nuts	ASTM A563 Grade DH; galvanized and tapped oversize in accordance with A563.
Lock nuts	MacLean-Fogg "M-F Lock Nut No. 1" or acceptable equal.
Galvanize	ASTM A153.

16881.1.5.4 Anchor Bolts.

Anchor bolts	1-1/2 inch (38 mm) minimum diameter with deformations in accordance with ASTM A615 and fabrication in accordance with ASTM A307; similar and equal to North Star Steel Co. "Norsco 75S"; minimum yield
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Tapered Tubular Steel Structures

	strength 75 ksi (520 MPa); heavy hexagon nuts conforming to ASTM A563 Grade C or ASTM A194 Grade 2H.
Galvanize	ASTM A123; thread area plus 6 inches of the bolts

16881.1.5.7 Polyurethane Protective Coating.

Polyurethane/Polyurea coating	Meyerclad or equal
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16881.1.6 Acceptable Manufacturers of Components

Not used.

16881.1.7 Test Requirements

The following testing shall be conducted in accordance with the specified source. This testing is to be considered part of the defined Scope of Work, and all associated costs are the responsibility of the Supplier unless specifically identified as a Bid Option or Purchaser-conducted. Tests identified as an option are to be priced separately. If identified as Purchaser-conducted, costs for the initial test will be the responsibility of the Purchaser. However, the Supplier is responsible for all costs associated with correcting deficiencies and retesting in the event of a test failure:

Tests	In Accordance With	Conducted By
Charpy "V" notch	ASTM A370 and A673/A673M	Supplier

16881.1.8 Technical Attachments

Technical attachments relevant to the work under this section are listed in Section 01100.

16881.1.9 Supplemental Specifications

Technical supplemental specifications that are applicable to the work covered under this technical specification section are identified and included in Section 21000.

16881.2 Products

Materials shall be new and undamaged and shall conform to pertinent American Institute of Steel Construction (AISC) and ASTM standard specifications and the following requirements.

16881.2.1 Steel Properties

All structural steel material shall meet the criteria for the Charpy "V" notch impact test as indicated on the Specification Data Sheet(s) included at the end of this section. The Charpy test shall be in accordance with ASTM A370 and ASTM A673/A673M. The Charpy test shall be made on a heat lot basis.

Certified mill reports of the mechanical and chemical properties of tubular shaft, arm, and anchor bolt material shall be submitted to the Purchaser for review. Certified copies of embrittlement test reports performed in accordance with ASTM A143 shall be submitted to the Purchaser for review. There will be no exception permitted to the requirement of submitting embrittlement test reports and certified mill reports, including Charpy test results, to the Purchaser.

In addition to the foregoing requirements, the material for the tubular sections shall be capable of welding without reduction in yield strength or corrosion resistance. This material shall have a uniform color and appearance after finishing.

16881.2.2 Field Connection Bolts

Field connection bolts, nuts, locking devices, and washers shall be furnished for all structure field connections with an overage of 5 percent of each type, size, and length. The length of bolts shall be sized to provide sufficient projection for washer, nut, and locknut. With locknuts in place, the bolt shall project beyond the locknut.

Smooth beveled washers shall be furnished for use when the bearing faces of the bolted parts will have a slope of 1:20 or greater with respect to a plane normal to the bolt axis.

Bolting materials shall be shipped in separate sturdy kegs or pails for each size and length, which shall be marked with the size, length, count, and other descriptive data as required to fully describe the contents.

16881.3 Fabrication

Fabrication shall be in accordance with ASCE/SEI 48-11.

16881.3.1 Tubular Shafts, Arms, and Attachments

16881.3.1.1 General Structure Requirements. Steel shafts and arms shall be fabricated in accordance with the design calculations and details submitted with the Proposal. Calculations and details shall be acceptable to the Purchaser.

Each section shall be shaped or formed to be concentric at all points with the other sections of the shaft. Structures that cannot be erected plumb and in good alignment will be rejected and shall be replaced at no extra cost to the Purchaser.

Vangs, brackets, bracket attachments, plates, and fittings for attaching arms, ladders, steps and connecting hardware for phase conductors, ground wire, and shield wire shall be shop fabricated before galvanizing.

Breather vents shall be provided at the top and bottom of each galvanized shaft. The vent area shall be not less than 4 square inches (2,580 mm²) for each vent location.

One 3/4 inch (20 mm) minimum thickness grounding pad shall be provided 12 inches (305 mm) above the baseplate (or groundline for embedded structures) unless indicated otherwise on the drawings. The pad shall be provided with two tapped holes for 1/2 inch (13 mm) bolts and lock washers spaced on 1-3/4 inch (45 mm) centers. Galvanized steel bolts and lock washers shall be furnished.

Ladders, when required, shall be fabricated with tongues twice as long as the width of the attachment brackets welded to the shafts. Tongues shall be provided with tapered ends to aid in insertion into the brackets. Tongues shall be furnished with a tapped hole near the bottom to insert a bolt for prevention of accidental removal. Climbing sections shall be provided with staggered step bolts and working sections with opposing step bolts. Step bolts shall be permanently attached to the center bar of the ladders, 180 degrees apart, no more than 18 inches (457 mm) on center, and approximately 8 inches (203 mm) from the structure face. Sections shall not exceed 5 feet (1,524 mm) in length.

When required on the Specification Data Sheet(s) included at the end of this section, a groundsleeve shall be placed around the shaft of each embedded pole. The groundsleeve thickness shall be as specified on the Specification Data Sheet(s) included at the end of this section. The groundsleeve shall be continuously welded to the shaft. The groundsleeve shall not be considered in the section modulus of the shaft for design purposes. The groundsleeve shall be placed to the dimensions indicated on the drawings or the Specification Data Sheet(s) included at the end of this section.

16881.3.1.2 Telescoping Structures. Each shaft shall have a single uniform taper from its baseplate, or from groundline, to its top. Shaft section taper shall be designed to permit the butt of each section to telescope over the tip of the section below it, as required to develop the full strength of the shaft at the joint.

Slip splices shall be designed and detailed in accordance with the ASCE/SEI 48-11.

The top of each section shall be scribed or otherwise marked to indicate the limits to which the section above must telescope onto that section.

Each lower shaft section shall be provided with two 1 inch (25 mm) diameter lifting vangs located near the top of the section, spaced 180 degrees apart.

For poles made of weathering steel, the top of each section shall be sealed with a watertight cap. The bottom of each upper section may be left open, but the top and bottom of the base section shall be sealed.

16881.3.1.3 Bolted Flange Structures. Each shaft shall have a single uniform taper from its baseplate or from groundline to its top. Shaft section taper shall be designed to permit the butt of each section to match the tip of the section below it.

Each section shall be provided with a lifting vang 10 to 12 feet (3 to 3.5 meters) above the center of gravity or two 1 inch (25 mm) diameter lifting holes located in the top flange plate of the section, spaced 180 degrees apart.

For weathering or painted structures, shaft sections and arms shall be sealed after fabrication.

16881.3.1.4 One-Piece Structures. Each shaft shall have a single uniform taper from its baseplate, or groundline, to its top. For weathering structures, shaft sections and arms shall be sealed after fabrication.

A lifting vang shall be provided 10 to 12 feet (3 to 3.5 meters) above the center of gravity of each section.

16881.3.2 Anchor Bolts

Anchor bolts shall be shipped loose or in a cluster as indicated on the Specification Data Sheet(s) included at the end of this section.

Anchor bolts shipped loose shall be provided with steel templates for the top and bottom of each set of bolts. Steel templates shall not interfere with concrete placement during installation. Complete instructions shall be provided for assembling the anchor bolts and templates into a rigid field assembled cage.

Anchor bolts furnished in a cluster shall be fabricated to maintain the proper relationship between the individual bolts when handled and installed in the field using normal construction methods. Each cluster shall be furnished with a steel template at both the top and the bottom.

Each top template shall be scribed to indicate the direction of the load resultant in the case of angle structures or the direction of the line for tangent structures. Anchor bolt cages shall have a maximum projection of 3 inches (76 mm) for templates, brackets, or bracing outside the anchor bolt circle.

Anchor bolts shall be fabricated from steel rods threaded at both ends. Two heavy hexagon nuts shall be furnished for each end of each bolt. Thread length at the top of the bolts shall be the bolt projection plus 1 inch (25 mm) minimum. Thread length at the bottom of the bolts shall be required to grip the bottom template. All anchor bolts shall be galvanized 6 inches (152 mm) beyond the threads and as specified in ASTM A123. Threads of anchor bolts shall be undercut to provide a tolerance equal to American National Standards Institute (ANSI) Class 2A after galvanizing.

Welding on anchor bolts will not be acceptable except the bottom of the anchor bolts may be welded to the template in lieu of using two nuts on the bottom of each bolt.

16881.3.3 Welding

All welding materials, procedures, inspection, and testing shall be in compliance with Technical Supplemental Q275, Welding of Power Transmission Steel Pole Structures.

16881.3.4 Tolerances

All structures shall meet the following minimum tolerance requirements and ASTM A6/A6M:

Characteristic	Tolerance requirement
Pole length	+ 15 inch (380 mm), - 6 inch (152 mm) (after pole is sleeved together for slip joint poles)
Section length	± 2 inch (50 mm)
Diameter of 36 inches (915 mm) or less	+ 1/4 inch (6 mm), - 1/8 inch (3 mm)
Diameter greater than 36 inches (915 mm)	+ 1/2 inch (13 mm), - 1/4 inch (6 mm)
Baseplate length or width	± 1/2 inch (13 mm)
Arm length	± 1 inch (25 mm)
Arm rise	± 1 inch (25 mm) per 10 ft (3 meters) of arm length
Spacing between "Arm to Pole" connections vertically	± 3/4 inch (20 mm)
Spacing of steps vertically	+ 1/2 inch (13 mm), - 1 inch (25 mm)
Drilled Hole Sizes for Bolts and Attachments	+ 1/16 inch (2 mm), - 0 inch (0 mm)
Spacing between holes of same connection	± 1/16 inch (2 mm)
Straightness of pole from center line	± 6 inch (152 mm) in 100 feet (30 meters)
Angles shown	± 2 degrees
Location of a drilled hole in a piece	± 1/16 inch (2 mm)
Length of thread on anchor bolts	+ 2 inch (50 mm), - 0 inch (0 mm)
Length of anchor bolts	± 2 inch (50 mm)
Location of nonmating pieces on a weldment	± 1/8 inch (3 mm)
Length of galvanized portion on anchor bolts	+ 24 inch (610 mm), - 1 inch (25 mm)
Size of chamfer	± 1/32 inch (1 mm)
Arm radius	+ 5 feet (1,524 mm), - 12 inch (305 mm)
Distance between anchor bolts in cluster	± 1/8 inch (3 mm) (non-accumulative)

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Length and width of plates	± 1/8 inch (3 mm)
Camber	± 6 inch (152 mm) in 100 feet (30 meters)
Baseplate perpendicular to pole	± 1/8 inch (3 mm) per 5 feet (1,524 mm)
Spacing between holes in baseplates	± 1/8 inch (3 mm) (non-accumulative)

16881.4 Identification

All separate structural members and parts shall be plainly marked with the identical mark on the erection drawings. Marks shall be metal stamped into each member in characters not less than 1/2 inch (13 mm) high. Marks shall be painted on members with nonpermanent paint in characters not less than 1 inch (25 mm) high. Connection materials shall be packaged in separate containers with durable fadeproof and weatherproof markings.

Structure identification data shall be stamped in the metal approximately 5 feet (1,524 mm) above the baseplate. Alternately, the data may be stamped in a plate and the plate welded to the pole shaft. Stamping shall be performed before galvanizing, but the identification data shall be clearly legible after galvanizing. Identification shall include the following data:

The Purchaser's identification.

The structure number and type.

The year of manufacture.

The structure length.

The bending moment in foot-kips identified by the designation "F-K" following the numerical value.

The fabricator's name.

For cambered structures, the direction of camber shall be metal stamped into the structure base and anchor bolt cluster as an aid to properly orienting the anchor bolt cluster and structure with respect to the substation layout.

16881.5 Material Finishing

16881.5.3 Shop Cleaning for Weathering Structures

The weathered appearance of the weathering structures is of major importance. All exposed surfaces of these structures as indicated on the Specification Data Sheet(s) included at the end of this section shall be blast cleaned in accordance with SSPC Surface Preparation Specification SSPC-SP6 Commercial Blast Cleaning or as indicated on the Specification Data Sheet(s) included at the end of this section, to ensure that the steel will weather to a uniform appearance. Contamination from grease, oil, or shop markings shall be avoided. Welded areas shall be cleaned by power tools or by blast cleaning to remove slag, flux, and spatter prior to the overall blast cleaning. The finished weathered appearance desired shall be a permanent, dense, tightly adherent, protective oxide coating of uniform color.

16881.5.4 Polyurethane/Polyurea Coating

Each directly embedded shaft shall be coated with a shop applied polyurethane coating, if specified on the Specification Data Sheet(s) included at the end of this section. For weathering and painted structures, the coating shall cover the outside of the shaft from the butt to 12 inches (305 mm) above the groundline. For galvanized structures, the coating shall cover the outside of the shaft from the butt to 12 inches (305 mm) above the groundline.

All surfaces to be coated shall be dry and free of dust, oil, grease, and other objectionable substances and shall meet the recommendations of the coating manufacturer for surface preparation. When applying the coating over a galvanized or painted surface, the surface shall be prepared in accordance with the coating manufacturer's recommendations to ensure proper coating of the surface.

Polyurethane coatings shall be applied in accordance with the manufacturer's recommendations with finished surfaces free of runs, sags, ridges, laps, and brush marks. Coatings shall be applied in a manner that will produce an even film of uniform thickness. Polyurethane coatings shall be applied to prevent contact with the grounding pad. In no case shall the coating be applied at a rate of coverage per gallon (liter) which is greater than the maximum rate recommended by the manufacturer. Coatings shall be applied to provide a dry film thickness of not less than 20 mils per application.

Polyurethane coatings showing sags, checks, blisters, teardrops, or fat edges will not be accepted. Coatings with any of these defects shall be entirely removed and the surface recoated.

Touchup polyurethane coating materials, to be applied by the erection contractor, shall be provided to repair damaged coal tar epoxy coated surfaces in the amount sufficient to cover 3 percent of the total surface area of coated pole shaft.

16881.6 Approved Tapered Tubular Steel Structure Manufacturers

The listed manufacturers are recognized as maintaining the level of quality workmanship required by these specifications. . If the Supplier wants to propose a nonlisted manufacturer that is considered to provide an equivalent level of quality, this manufacturer must be identified and supporting testimony provided. Acceptance of the manufacturer as a substitute is at the discretion of the Purchaser:

Dis-Tran Steel LLC
Falcon Steel Co
Pelco Structural LLC
MD Henry Company INC
Sabre-FWT Tubular Structures
Trinity-Meyer Utility Structures LLC
Valmont Industries INC

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Specification Data Sheet(s) – Transmission Lines

The transmission line tubular steel structures shall be furnished in accordance with the following:

Structures	
This data sheet applies to	All structures
Structure style	One-piece or Telescoping
Materials	
Charpy "V" notch test required	No
Design	
Pole top deflection under everyday loads shall not exceed	2%
Pole top deflection for any specified load case shall not exceed	7% of height above ground
Anchor Bolts	Partial length anchor bolts with a secondary rebar cage.
Fabrication	
Anchor bolts shall be shipped	In a cluster
Working ladder sections	Not required
Climbing ladder sections	Not required
Quantity of removable steps	Not required
Groundsleeve required	Yes
Extend groundsleeve below groundline	___ inches (___ mm)
Extend groundsleeve above groundline	___ inches (___ mm)
Extend groundsleeve above base plate	___ inches (___ mm)
Weld Inspection	
Weld inspection shall be as follows:	In accordance with Technical Supplemental Q275
Identification	
Structure identification shall include the following:	
Purchaser's identification	Fill in

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Identification (continued)	
Structure Type	From the drawings
Year of manufacture	For each structure
Bending moment in foot-kips	_____ F-K
Overall structure height	_____ feet
Supplier's name	
Material Finish	
Structure finish	Weathering
Structure Testing	
Testing required	No
Structure(s) to be tested	
Maximum number of load cases	
Number of complete test reports to provide to Owner per structure test	
Date structure test to be complete	
Additional Requirements	
Full penetration for davit or crossarm brackets and vangs	Yes
Individual and extended cost per structure type	Yes
Lead time in weeks after receipt of order (A.R.O.)	Yes
All "freight allowed" and "no freight allowed" costs	Yes
Proposed delivery schedule	Yes
Warranties that are implied or specified	Yes
Any waivers or exceptions from this specification	Yes

19000 - Quality System Requirements

If the Supplier believes that an inconsistency exists between this section and other portions of the contract documents, the Supplier shall immediately notify Purchaser for resolution.

19000.1 General Quality System Requirements

19000.1.1 Quality System

The Supplier's quality system shall comply with the following criteria:

ISO 9001 Quality Management Systems.

The Supplier's quality management system shall ensure that all equipment, assemblies, services, and commodities supplied are in conformance with the contract drawings and specifications.

The Supplier's quality management system shall provide assurance that design, procurement, materials, manufacturing processes, inspection and testing, packaging, shipping, storage, and related services comply with the requirements of the contract documents. The Supplier's quality management system shall have a defined process for reporting, segregation, evaluation, disposition, and closure of nonconforming product. This quality management system shall be available to the Purchaser for review and/or audit at all of Supplier's locations where work is being performed subject to these contract documents.

19000.1.2 Quality System Manual

The quality management system shall be documented in the Supplier's quality system manual. One quality system manual shall be submitted to the Purchaser as defined in the Schedule of Submittals if a current version is not already on file with the Purchaser. If the Supplier's program has been certified by a registered certification agency as satisfying the requirements of ISO 9001, a copy of the Certification Letter or Certification of Authorization shall be submitted along with the quality system manual.

19000.1.2.1 Revisions. Revisions to the Supplier's quality system manual shall be submitted to the Purchaser throughout the life of these contract documents. If the Supplier has previously submitted a quality system manual to the Purchaser, the Supplier shall submit (in writing) the following information:

Title and number designation of the document, e.g., QP 500 Quality Assurance Manual.

Applicable Supplier location(s) covered by the document.

Revision level and date of the manual that is currently being used.

19000.1.3 Subtier Suppliers

The Supplier shall obtain the Purchaser's approval in writing prior to using subtier suppliers for manufacturing or engineering activities. Material/commodity subtier suppliers are exempted from these requirements.

All applicable requirements of the contract documents (i.e., technical, quality, and administrative) shall be passed on to the applicable organizations within the Supplier and subtier supplier's companies. The Supplier shall ensure that subtier suppliers have the capabilities to fulfill contract document requirements. Suppliers shall monitor subtier suppliers' quality of work and shall indicate their strategy on their inspection and test plan. Suppliers shall submit required procedures, drawings, quality manuals, and/or other submittals when required for approval and/or information of subtier supplier's capabilities, processes, or in-process work involving the engineering, fabricating, and manufacturing of equipment and commodities for the Purchaser.

Subtier supplier qualification and monitoring are the responsibility of the Supplier. Purchaser has the authority to perform quality audits and inspections, and monitor and/or review subtier supplier processes and facilities, at all locations where work is being performed subject to these contract documents.

19000.1.4 Inspection and Test Plan

Not used.

19000.1.5 Inspections by Purchaser

The Purchaser may elect to perform assessments, quality audits, or witness testing at any time during the manufacturing process. The Purchaser may designate an authorized agent for assessments, witness testing, or quality audits. Authorized agent may be an employee of the Purchaser or an outside agency. When an outside agency is designated as an authorized agent for the Purchaser, such designation will be in writing with a copy provided to the Supplier. When the term "Purchaser's representative" is used, it may mean the Purchaser or the authorized agent.

The following requirements shall apply for Purchaser's inspection at the Supplier's mill, factory, yard, warehouse, or subtier supplier's facilities.

19000.1.5.1 Access. The Purchaser's representative shall have the right to access the Supplier's and subtier supplier's work and related documents during the manufacturing process without delaying the schedule. The Supplier shall provide, without cost, reasonable facilities including tools, personnel, and instruments for demonstrating acceptability of the work.

19000.1.5.2 Surveillance Activities. In accordance with the contract documents, designated hold points for witnessing, mill and/or factory tests shall be performed in the presence of the Purchaser's representative unless waived in writing by the Purchaser's representative. The Supplier shall bear all costs for such tests, except the compensation and expense of the Purchaser's representative.

19000.1.5.3 Control of Special Processes. It is Supplier's responsibility to ensure that qualified personnel are employed to perform special processes such as welding, nondestructive examination (NDE), coating, painting, etc. If special processes are conducted by unqualified employees, the Purchaser has the right to validate and test the product at Supplier's expense and/or reject the product. The Supplier shall be able to demonstrate the qualifications of personnel in writing.

19000.1.5.4 Corrective Action. Upon identification of a noncompliance with the requirements of the contract documents, the Supplier shall document the noncompliance issue. For noncompliance issues where the nonconforming characteristic can be restored to a condition such that the capability of an item to function reliably and safely is unimpaired, even though that item still does not conform to the original requirement, the Supplier shall submit the noncompliance to the Purchaser for approval. During witness and hold point activities, if the Purchaser's representative identifies a noncompliance issue, the Supplier shall document the noncompliance issue and provide a copy of the documentation to the Purchaser's representative. If the Supplier disagrees and does not document the noncompliance, the Purchaser's representative shall issue a corrective action report to the Supplier for disposition and action. The Supplier shall correct, in a timely manner, all deficiencies identified in the corrective action report.

19000.1.5.5 Rejection. If any items or articles are identified that do not meet the requirements of the contract documents, the lot, or any faulty portion thereof, may be rejected. Before offering specified materials or equipment for shipment, the Supplier shall inspect the material and equipment and eliminate any items that are defective or do not meet the requirements of the contract documents. The fact that equipment or materials have been previously inspected, tested, and accepted does not relieve the Supplier of responsibility in the case of later discovery of flaws or defects.

19000.1.5.6 Receipt Inspection

Materials or equipment purchased under these contract documents may be inspected at the specified receiving points and will either be accepted or rejected. Receipt inspection will include testing to

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determine compliance with the contract documents. Initial receipt inspection acceptance tests will be performed by the Purchaser at the Purchaser's expense. Items found to be defective may be returned to the Supplier for correction at the Supplier's expense, including shipping cost, or the cost to correct and inspect the item will be charged to the Supplier.

21000 - Technical Supplemental Specifications

This section contains technical supplemental specifications that provide additional requirements applicable to the work covered under the technical sections which follow this Section 21000.

21000.1 Summary of Applicable Supplementals

The technical supplementals applicable to each technical section are indicated below.

	Technical Section Number	Technical Section Name	Applicable Technical Supplementals
1	01100	Scope of Work	
2	16857	Transmission Line General Technical Requirements	S500
3	16858	Transmission Line Contractor Furnished Materials	Q500
4	16859	Transmission Line Right of Way Clearing	
5	16860	Transmission Line Seeding and Sodding	
6	16861	Transmission Line Right- of-Way Access	
7	16862	Transmission Line Fences and Gates	Q500
8	16863	Transmission Line Excavation and Backfill	S500
9	16864	Transmission Line Cast- In-Place Concrete	S500
10	16865	Transmission Line Foundations	S500
11	16867	Transmission Line Structure Setting and Erection	S500
12	16868	Transmission Line Structure Grounding	
13	16869	Transmission Line Grouting	
14	16870	Transmission Line Structure Framing	S500
15	16871	Transmission Line Installation of Aerial Wires and Conductors	
16	19000	Quality System Requirements	

21000.2 Technical Supplemental Specifications

The technical supplemental specifications follow.

Q500 Shop Drawings and Instruction Manuals (Revised by Project: N/A)

This section, in conjunction with the Schedule of Submittals, stipulates the requirements for engineering data that Supplier shall submit for design information and review. Document submittal procedures shall be in accordance with the requirements of this Purchase Order.

Q500.1 Submittal Requirements

Technical data shall be submitted in electronic format.

Electronic technical data submittals shall be made using the Project Central project collaboration system, a Web-based file transfer service. If Supplier does not already have Project Central transmittal capability, the Purchaser will provide the required credentials for access upon Purchase Order award.

Notification to Purchaser that submittals have been posted to Project Central shall be in accordance with the correspondence requirements of this Purchase Order.

Q500.2 Compliance Reports

Reports shall be submitted that record the tests and/or calculations required in the specification technical sections. Reports shall be submitted for each piece of equipment or each plant system. Specified drawings shall be submitted with the compliance reports.

Q500.3 Drawings

Drawings shall be in sufficient detail to indicate the kind, size, arrangement, component weight, breakdown for shipment, and operation of component materials and devices; the external connections, anchorages, supports, and grouting requirement; the dimensions needed for installation and correlation with other materials and equipment; and the information specifically requested in the Schedule of Submittals.

Drawings for use in installation and erection shall include a Bill of Quantity (BOQ), identifying the unit of measure, quantity, description, part number (or piece mark identifier), location reference on the drawing and any other details required by Purchaser. It may be acceptable to have the BOQ detail in other means or media, if approved in advance by Purchaser.

Supplier shall fully complete, check, and certify drawings, including drawings produced by a subcontractor, for compliance with the Purchase Order requirements prior to submittal. Drawings shall have title block entries that clearly indicate the drawing is certified.

Each submitted drawing shall be project unique and shall be clearly marked with the name of the project, unit designation, Purchaser's Purchase Order title, Purchaser's Purchase Order file number, project equipment or structure nomenclature, component identification numbers, and Purchaser's name. Equipment, instrumentation, and other components requiring Purchaser-assigned identification tag numbers shall be clearly identified on the drawings. If standard drawings are submitted, the applicable equipment and devices furnished for the project shall be clearly marked.

Transmittal letters shall identify which Schedule of Submittals item (by item number) is satisfied by each drawing or group of drawings. The transmittal letter shall include the manufacturer's drawing number, revision number, and title for each drawing attached as well as all fields listed in the transmittal letter. Each drawing title shall be unique and shall be descriptive of the specific drawing content. Transmittal letters for resubmitted drawings shall include the Purchaser's drawing numbers.

Catalog pages are not acceptable, except as drawings for standard nonengineered products and when the catalog pages provide all dimensional data, all external termination data, and mounting data. The catalog page shall be submitted with a typed cover page clearly indicating the name of the project, unit designation, specification title, specification number, component identification numbers, model number, Supplier's drawing number, and Purchaser's name.

Drawings shall be submitted with all numerical values in English and/or metric (SI) units.

All multi sheet documents shall be submitted in their entirety for all revisions.

Q500.3.1 Drawing Submittal

A standard drawing submittal template form is included at the end of this section. Supplier shall use this form for all submittals. (An electronic copy of this form will be made available upon Purchase Order award.)

Drawings shall be submitted electronically in Portable Document Format (PDF). AutoCAD or MicroStation format files are not acceptable. If Supplier does not have the capability to provide Portable Document Format (PDF), an alternative submittal format shall be used as mutually agreed between Purchaser and Supplier.

Reproducibles can be plots or photocopies for drawings larger than 34 inches by 44 inches.

Q500.3.2 Drawing Processing

Supplier's engineering schedule shall allow a minimum of three (3) weeks for transmittal, processing, and review of drawings and data by Purchaser.

Unless this Purchase Order indicates that a drawing or engineering data submittal by Supplier is to be for Purchaser's information only, Purchaser, upon receipt of submittals, shall review and return same to Supplier, marked "No Exceptions Noted," "Exceptions Noted," "Received for Distribution," "Returned for Corrections," "Release for Record," "Void," "Superseded" or "Hold". The timing of Supplier's submittals and Purchaser's review shall be in accordance with the Completion Dates for same as set forth in the Purchase Order. The submittal of any drawing or other submittal document by Supplier to Purchaser under this Purchase Order will be certification by Supplier that the information set forth therein is accurate in all material respects.

Q500.3.2.1 No Exceptions Noted (NE) or Received for Distribution (RD). Upon receipt of a submittal marked "No Exceptions Noted" or "Received for Distribution," Supplier may proceed with its Work to the extent of and in accordance with the submittal. Supplier shall not resubmit unless the drawing or document is revised, in which case it shall be resubmitted as a new document revision in accordance with Q500.4.2.7.

Q500.3.2.2 Exceptions Noted (EN). Upon receipt of a submittal marked "Exceptions Noted" and if Supplier concurs with Purchaser's comments, Supplier shall incorporate same and may proceed with its Work to the extent of and in accordance with the annotated submittal. Supplier shall submit to Purchaser within fourteen calendar days a revision to the original submittal in which Purchaser's comments have been incorporated. If Supplier determines that it cannot incorporate Purchaser's comments without prejudice to Supplier's warranty or other obligations under this Purchase Order, Supplier shall so advise Purchaser in writing within seven calendar days of its receipt of Purchaser's comments, stating the reasons therefore. Supplier may proceed with its Work to the extent of and in accordance with the annotated submittal only upon Purchaser and Supplier resolving Purchaser's comments.

Q500.3.2.3 Returned for Corrections (RC). Upon receipt of a submittal marked "Returned for Corrections," Supplier shall immediately take all necessary action to revise its submittal in accordance with Purchaser's comments, the Specification, and the Drawings, and shall resubmit to Purchaser for review the corrected original submittal, voiding previous information and adding new documents if required. In no event shall Supplier proceed with the affected Work until its revised submittals have been returned to Supplier marked "No Exceptions Noted" or "Exceptions Noted" by Purchaser.

Q500.3.2.4 Release for Record (RR). Receipt of a submittal marked "Release for Record" indicates that there are no specific objections to the document. Work may proceed. Certain project information required

by the Purchaser's document management system may have been added electronically to the drawing and provided to Supplier for the record. Supplier shall not resubmit the drawing or document unless revisions to the design are required. If revisions are required, Supplier shall incorporate Purchaser's information and resubmit as a new revision. Purchaser's project-specific information shall be added if future revisions and submittals are made.

Q500.3.2.5 Void (VO) or Superseded (SS). Receipt of a submittal marked "Void" or "Superseded" does not require any action by Supplier. "Void" indicates that the submittal is no longer applicable to the project and is not being replaced by other drawings or data. "Superseded" indicates that different drawings or data have replaced the previously submitted drawings and data; this status does not pertain to revisions of the same drawings and data.

Q500.3.2.6 Hold (HO). A submittal may be given a status of "Hold" by the Purchaser, or the Supplier may have "Holds" on the submitted drawing.

For a Hold status designated by the Purchaser, the Supplier shall not proceed with the work that is designated on "Hold" except as specifically directed by the Purchaser. Additional information required for the Supplier to release the "Hold" will be transmitted from the Purchaser later.

The Supplier shall provide information to the Purchaser about the cause for any "Holds" designated on the drawing and immediately take all action necessary to resolve the "Holds". The Supplier shall resubmit the drawing for review once the "Holds" are removed from the drawing and should make all efforts to not submit drawings to the Purchaser until drawing review comments have been received back from the Purchaser.

Q500.3.2.7 Resubmittals. If during or subsequent to the completion of the submittal process, Supplier makes further changes to the equipment and materials shown on submittals that have been reviewed by Purchaser, the changes shall be clearly marked on the submittal by Supplier and the submittal process shall be repeated. If changes are made by Supplier after delivery to the Jobsite, drawings conforming to construction records indicating the changes shall be prepared by Supplier and submitted to Purchaser for review. Any resubmittal of information shall clearly identify the revisions by footnote or by a form of back-circle, with revision block update, as appropriate. The Supplier shall put the Black & Veatch drawing number on the transmittal letter and submit a complete document..

Q500.3.2.8 Purchaser's Review. Purchaser's review of drawings and other submittals will cover only general conformity of the data to the Specifications and Drawings, external connections, interfaces with equipment and materials furnished under separate specifications, and dimensions that affect plant arrangements. Purchaser's review does not include a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information submitted. Review and comment by Purchaser of Supplier's Drawings or other submittals shall not relieve Supplier of its sole responsibility to meet the Completion Dates requirement of this Purchase Order and to supply Goods that conform to the requirements of this Purchase Order.

Q500.3.2.9 File Returns to Supplier. The Project Central will be used by Purchaser to return PDF files to Supplier.

A copy of the manifest will be returned to Supplier indicating drawings statused as NE (No Exceptions Noted).

Each packet of drawings returned to Supplier will include a manifest generated by Purchaser. The manifest will include a list of drawings transmitted, manufacturer's drawing numbers, Purchaser's assigned drawing numbers, Purchaser's drawing titles, and the status of the drawings.

Files returned to Supplier will be in PDF format.

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S500 Building Code Required Special Inspections and Tests for Structures and Structural Components (Revised by Project: N/A)

This Section includes administrative and procedural requirements for compliance with the International Building Code (IBC), Chapter 17, Special Inspections and Tests.

The Owner will engage one or more qualified Special Inspectors and / or testing agencies to conduct structural tests and special inspections. The Special Inspectors and / or testing agencies shall not be in the employ of the Supplier.

Structural testing and special inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve the Supplier of responsibility for compliance with other document requirements.

Specific quality-assurance and quality-control requirements for individual activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

Specified tests, inspections, and related actions do not limit Supplier's other quality-assurance and quality-control procedures that facilitate compliance with the other document requirements.

Requirements for the Supplier to provide quality-assurance and quality-control services required by the Purchaser, Owner, or Authority Having Jurisdiction are not limited by provisions of this Section.

S500.1 Fabricators Approved to Perform Work Without Special Inspection

To be considered an Approved Fabricator that may perform work without Special Inspection under the provisions of IBC 1704.2.5.1, the Supplier shall submit copies of certifications from the International Accreditation Service (IAS) or other recognized and acceptable accreditation organization. Acceptance as an Approved Fabricator is subject to approval by the Authority Having Jurisdiction. If the Authority Having Jurisdiction does not accept the Supplier as an Approved Fabricator, Special Inspection shall be performed as required.

S500.2 Supplier's Responsibilities

The Supplier shall coordinate the inspection and testing services with the progress of the work. The Supplier shall provide sufficient notice to allow proper scheduling of all personnel. The Supplier shall provide safe access for performing inspection and on-site testing and shall ensure that all work requiring special inspection is inspected and/or tested prior to concealment.

The Supplier shall submit schedules to the Owner, Purchaser, and testing and inspecting agencies. Schedules will note milestones and durations of time for materials requiring structural tests and special inspections.

The Supplier is responsible for providing the special inspector access to approved plans at the job site or fabrication shop as applicable.

The Supplier is responsible for retaining at the job site or fabrication shop as applicable, all special inspection records submitted by the Special Inspector and providing these records for review of the Authority Having Jurisdiction's inspector upon request.

The Supplier shall repair and / or replace work that does not meet the requirements of the specification documents.

Supplier shall engage an engineer to prepare repair and / or replacement procedures. The Supplier's Engineer shall be registered in the state in which the project is located. The Supplier's Engineer shall be acceptable to the Purchaser, Authority Having Jurisdiction, and Owner.

Procedures shall be submitted for review and acceptance by the Purchaser, Authority Having Jurisdiction, and Owner before proceeding with corrective action.

The Supplier shall be responsible for costs of:

Re-testing and re-inspection of materials, work, and / or products that do not meet the requirements of the Contract Documents and shop drawings / submittal data.

Review of proposed repair and / or replacement procedures by the Purchaser and the inspectors and testing agencies.

Repair or replacement of work that does not meet the requirements of the Contract Documents.

S500.3 Precedence

The Special Inspector's reports and testing agencies results shall have precedence over reports and test results provided by the Supplier.

PART 3

CONSTRUCTION FORMS

LP&L CONCRETE
PLACEMENT FORM

REV0

STR. NO: _____

POLE NO: _____

DATE: _____

WIND
VELOCITY (MPH): _____

RELATIVE
HUMIDITY (%): _____

ROW #	TRUCK	TICKET	CONCRETE QUANTITY (CY)	ESTIMATED TIME OF ARRIVAL (HH:MM)	ADDED WATER (GAL)	ADDED WATER TIME (HH:MM)	SUPER-PLASTICIZER DOSAGE (MM:MM)	START PLACEMENT (HH:MM)	FINISH PLACEMENT (HH:MM)	AMBIENT TEMPERATURE* (°F)	CONCRETE TEMPERATURE** (°F)	AIR CONTENT (%)	SLURRY (11")
10													

O&V: _____

SIGNATURE: _____

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

Drilled Pier Foundation Installation Report

Contractor Job No.: _____

Project Name: _____

Line Number: _____

CIP: _____

Structure Number: _____

Design Pier Diameter (ft): _____

Design Pier Length (ft): _____

Design Pier Reveal (ft): _____

Confirm if V-notch matches drawing: **Yes.**____ **No.**____

Date of Foundation Start:

Date of Rebar Cage Placement:

Date of Concrete Placement: _____

Design Top of Concrete Elevation (ft):

As Built Top of Concrete Elevation (ft):

As Built Pier Reveal, High Side (ft)

As Built Pier Length, Overall (ft):

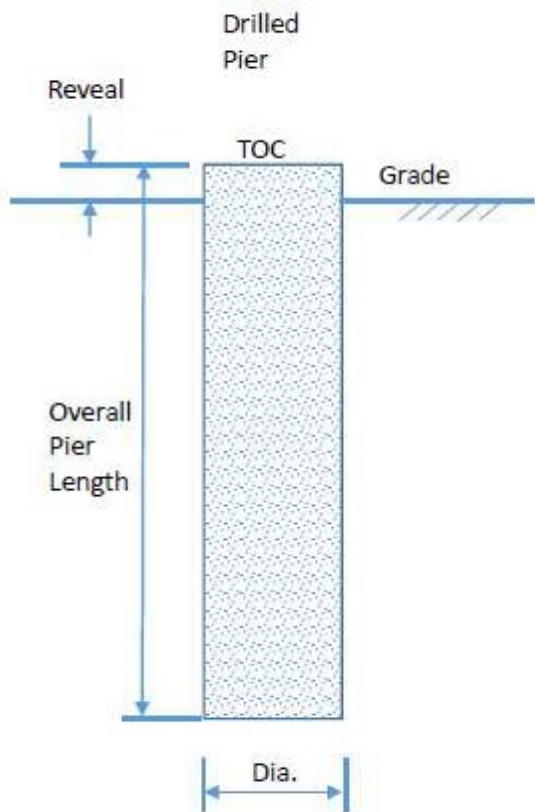
Theoretical Volume of Concrete (CY):

Actual Volume of Concrete Placed (CY):

Encountered Soil Layers / Formation

Depths (feet)		Soil Descriptions (Peat, Gravel, Sand, Clay, Silt, or Rock)
From	To	
Groundwater depth encountered (ft):		

Pole Layout (draw pole general layout below)



Steel Casing

Circle the type of casing that is used:

A. Permanent CMP **B. Permanent Smooth Wall**

C. Temporary **D. None**

Diameter of Casing (ft):

Length of Casing (ft):

Thickness of Casing (inch):

Top of Casing Elevation (ft):

Note: If multiple casings were used, draw on the figure to the left to indicate casing lengths, diameters, and overlaps.

General Remarks:

STR.NO: _____

POLE NO: _____

DATE: _____

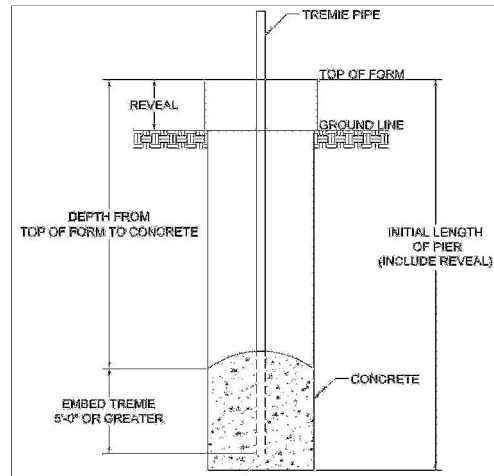
INITIAL LENGTH OF PIER (INCLUDE REVEAL)

PRIOR TO START OF PLACEMENT= _____

ALL MEASUREMENTS SHALL BE TAKEN FROM THE TOP OF FORM.

ROW #	TRUCK TICKET NUMBER*	CUBIC YARDS PLACED (PER TRUCK)	DEPTH FROM TOP OF FORM TO CONCRETE (FT)
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

*(LIST IN CHRONOLOGICAL ORDER AS PLACED)



B&V: _____

SIGNATURE: _____

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

STR.NO: _____ POLE NO: _____ DATE: _____							
ROW #	LOCATION	DEPTH (ft)	TIME (HH:MM)	pH	VISCOSITY (SEC/Q)	DENSITY (LB/FT ³)	SAND CONTENT (%) *
	MIDPOINT						
	2FT FROM BOTTOM						
2	MIDPOINT						
	2FT FROM BOTTOM						
3	MIDPOINT						
	2FT FROM BOTTOM						
4	MIDPOINT						
	2FT FROM BOTTOM						
5	MIDPOINT						
	2FT FROM BOTTOM						
6	MIDPOINT						
	2FT FROM BOTTOM						
7	MIDPOINT						
	2FT FROM BOTTOM						
8	MIDPOINT						
	2FT FROM BOTTOM						
9	MIDPOINT						
	2FT FROM BOTTOM						
10	MIDPOINT						
	2FT FROM BOTTOM						
II	MIDPOINT						
	2FT FROM BOTTOM						
12	MIDPOINT						
	2FT FROM BOTTOM						
*ONLY REQUIRES TESTING IMMEDIATELY BEFORE CONCRETE PLACEMENT IT IS RECOMMENDED THAT AN ADDITIONAL TEST BE PERFORMED PRIOR TO PLACEMENT OF REBAR CAGE TO MEET SLURRY MANUFACTURER'S REQUIREMENTS							
B&V: _____ SIGNATURE: _____ DATE: _____							
CONTRACTOR: _____ SIGNATURE: _____ DATE: _____							

Steel Structure Assembly Report

Project:				Contractor:		Structure#:		Pole#:											
Project Name:				Recorded By:		Date:													
Erection Drawing No.:										Structure Type:									
Structure Description:										Structure Length:									
Reference Ahead Station for Left and Right																			
Left Shield Arm:										Right Shield Arm:									
Top Left Conductor Arm:										Top Right Conductor Arm:									
Top Left Swing Bracket:										Top Right Swing Bracket:									
D-Section:																			
Middle Left Conductor Arm:										Middle Right Conductor Arm:									
C-Section:																			
Middle Left Swing Bracket:										Middle Right Swing Bracket:									
B-Section:																			
Bottom Left Conductor Arm:										Bottom Right Conductor Arm:									
A- Section:																			
Bottom Left Swing Bracket:										Bottom Right Swing Bracket:									
Shim Plates:																			
Bolt Kit:																			
COMMENTS:																			
Acknowledgement																			
Contractor Rep:										Date:									
LP&L Rep:										Date:									

RevO

Page_of_

ANCHOR INSTALLATION REPORT

Project: _____						
Project#: _____						
Structure No. & Anchor Location	Anchor Type {Note 1}	Qty. of 3-1/2' Ext.	Qty. of 7' Ext.	Pull Test Required Value {kips} {Note 1}	Pull Test 3min. Complete	Date
Foreman: _____						
Remarks: _____						

Note 1: Any deviations from the anchor type must be approved by the engineer and the pull test requirements for that anchor type must be followed.						

ANCHOR INSTALLATION REPORT

Blank Page

PROJECT: _____										Date: _____									
GIP: _____																			
CONTRACTOR RECORDER: _____																			
A) 1 - 5 readings varies by number of spans. B) Structure numbers bounding the span measured. C) or D) Check measurement method being used. E) Record TARGET SAG temperature and feet from STRINGING CHART. F) Measured Sag per Transit or Stopwatch to the hundredth of a foot. G) Stopwatch time shall be captured to the hundredth of a second.																			
STATIC (SINGLE/LEFT) LOCATION LOOKING:										NORTH (°): <input type="checkbox"/>					EAST (°): <input type="checkbox"/>				
REEL NUMBER(S): _____										WIND SPEED & DIRECTION: _____									
DEAD-END SEGMENT: _____										WEATHER: SUN, CLOUD, ETC: _____									
LOOKING DIRECTION (N/E): _____										SAG THERMOMETER TEMP °F: _____									
A		B		C		D		E		F		G		H		I			
15		FROM STR - TO STR		DATE PULLED		METHOD TRANSIT M		METHOD STOPWATCH ()		TARGET SAG FROM TABLE 5 (TEMP/SAG FT)		SAG MEASURED (0.00 FT)		STOPWATCH TIME (0.00 SECONDS)		DATE CLIPPED			
STATIC (RIGHT) LOCATION LOOKING:										NORTH (°): <input type="checkbox"/>					EAST (°): <input type="checkbox"/>				
REEL NUMBER(S): _____										WIND SPEED & DIRECTION: _____									
DEAD-END SEGMENT: _____										WEATHER: SUN, CLOUD, ETC: _____									
LOOKING DIRECTION (N/E): _____										SAG THERMOMETER TEMP °F: _____									
A		B		C		D		E		F		G		H		I			
15		FROM STR - TO STR		DATE PULLED		METHOD TRANSIT (v)		METHOD STOPWATCH ()		TARGET SAG FROM TABLE 5 (TEMP/SAG FT)		SAG MEASURED (0.00 FT)		STOPWATCH TIME (0.00 SECONDS)		DATE CLIPPED			
CONDUCTOR (TOP/LEFT) LOCATION LOOKING:										NORTH (°): <input type="checkbox"/>					EAST (°): <input type="checkbox"/>				
REEL NUMBER(S): _____										WIND SPEED & DIRECTION: _____									
DEAD-END SEGMENT: _____										WEATHER: SUN, CLOUD, ETC: _____									
LOOKING DIRECTION (N/E): _____										SAG THERMOMETER TEMP °F: _____									
A		B		C		D		E		F		G		H		I			
15		FROM STR - TO STR		DATE PULLED		METHOD TRANSIT (v)		METHOD STOPWATCH ()		TARGET SAG FROM TABLE 5 (TEMP/SAG FT)		SAG MEASURED (0.00 FT)		STOPWATCH TIME (0.00 SECONDS)		DATE CLIPPED			
CONDUCTOR (CENTER) LOCATION LOOKING:										NORTH (°): <input type="checkbox"/>					EAST (°): <input type="checkbox"/>				
REEL NUMBER(S): _____										WIND SPEED & DIRECTION: _____									
DEAD-END SEGMENT: _____										WEATHER: SUN, CLOUD, ETC: _____									
LOOKING DIRECTION (N/E): _____										SAG THERMOMETER TEMP °F: _____									
A		B		C		D		E		F		G		H		I			
15		FROM STR - TO STR		DATE PULLED		METHOD TRANSIT (v)		METHOD STOPWATCH ()		TARGET SAG FROM TABLE 5 (TEMP/SAG FT)		SAG MEASURED (0.00 FT)		STOPWATCH TIME (0.00 SECONDS)		DATE CLIPPED			
CONDUCTOR (BOTTOM/RIGHT) LOCATION LOOKING:										NORTH (°): <input type="checkbox"/>					EAST (°): <input type="checkbox"/>				
REEL NUMBER(S): _____										WIND SPEED & DIRECTION: _____									
DEAD-END SEGMENT: _____										WEATHER: SUN, CLOUD, ETC: _____									
LOOKING DIRECTION (N/E): _____										SAG THERMOMETER TEMP °F: _____									
A		B		C		D		E		F		G		H		I			
15		FROM STR - TO STR		DATE PULLED		METHOD TRANSIT M		METHOD STOPWATCH ()		TARGET SAG FROM TABLE 5 (TEMP/SAG FT)		SAG MEASURED (0.00 FT)		STOPWATCH TIME (0.00 SECONDS)		DATE CLIPPED			

COMPRESSION ACCESSORY INSTALLATION REPORT

Project Name:	
Project Number:	

Construction Contractor:	
Contractor Recorder:	

Record installation of compression accessories, both transmission conductors and shield wires. Tension splices for shield wires should be noted with "SW" after the quantity.

[illegible]

* "To" location needed for tension splice only

1. Completed reports shall be provided to Owner's Engineer for inclusion in work order record files.
2. Submit reports after completion of work at each structure, or after completion of work on multiple structures/spans in a short time period.

COMPRESSION ACCESSORY INSTALLATION REPORT

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[illegible]

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

ADDENDUM #1

BID NUMBER: RFP 7136-22-ELD

TITLE: LP&L Emergency Maintenance for Transmission Lines - Annual Pricing

CLOSE DATE: May 19, 2022 at 2:00 p.m. CST

DATE ISSUED: May 3, 2022

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. 7136-22-ELD Equipment List pricing sheet has been updated adding mobilization and demobilization cost.

Questions and Answers (please see answers in red):

1. Is this Emergency Maintenance like a Storm MSA? Therefore, will the crew(s) be able to get OT when they mobilize to the site? Or will the crews be on ST until after 40 hours? Basically what are the OT rules for this contract? **Overtime will not be allowed for mobilization. Crews will receive overtime once on site and have hit 40 hours.**
2. As we prepare our response for the above referenced bid, we would like to confirm if this requires a bid bond, as the documents do not specify. **No bonds are required for this RFP.**

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 7136-22-ELD

TITLE: LP&L Emergency Maintenance for Transmission Lines - Annual Pricing

CLOSE DATE: May 19, 2022 at 2:00 p.m. CST

DATE ISSUED: May 13, 2022

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.

Questions and Answers (please see answers in red):

1. Labor Rates – Should contractor include per diem within labor rates or will lodging/meals be a pass thru cost? **Please review the Retainer Options on the Unit cost proposal submittal form.**
2. On the Subcontractor & Material Mark-Up table, what is expectation with the “cost” column? We understand the mark-up column as being sub/material invoice plus a specified mark-up percentage. **LP&L agrees with this understanding.**
3. Can LPL breakdown the expectations for the mob/demob lump sum cost table? This cost can fluctuate greatly depending on requested crew size, equipment make-ups and where crews/equipment will be mobilizing from. **This will be a onetime set up fee for crews to mobilize and demobilize no matter what size crew and equipment is requested.**
4. Labor/Equipment Rate – It is stated “expires 2023” for Labor and Equipment. Please confirm this is to be understood as rates should be good thru 12/31/2023 and not expiring 1/1/2023. **LP&L agrees with this understanding through 2023.**

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: August 16, 2022

Summary:

Consider and award Request for Proposal (RFP) #7170-22-ELD, LP&L McDonald Equipment.

Background/Discussion:

LP&L is upgrading the distribution system at the McDonald substation to help accommodate shifting the remaining SPP load to the ERCOT grid. The McDonald substation upgrade is necessary for the new distribution bus and feeders and includes the following equipment:

Isolation switches, potential transformers (PTs) for voltage metering, fuses and fuse cutouts for distribution risers, surge arresters, aluminum conductor wire, various hardware for bus construction such as bus support post insulators, 4 inch & 2 inch aluminum bus tube structure and associated mounting hardware, elbows, couplers, and connectors.

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; cost (including life cycle and maintenance), 25 points; delivery schedule, 30 points; proposal completeness, 10 points; and operational experience with vendor or product, 10 points.

Two (2) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
Stuart C. Irby	84.5
KBS Electric	73.4

Fiscal Impact:

A total of **\$1,535,000** is appropriated and **\$722,335** is available in account number **92732 (Substation Capacity Upgrade – McDonald)**.

Recommendation:

Staff recommends award of RFP #7170-22-ELD, LP&L McDonald Equipment, for **\$149,000**, to **Stuart C. Irby of Fort Worth, Texas**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
August 16, 2022**

Capital Project Number:

92732

Capital Project Name:

Substation Capacity Upgrade - McDonald

	Budget
Total Appropriation	\$ 1,535,000

Expended	Contract or PO Number	
P-Card - Misc		\$ (298)
Black & Veatch Corporation	BV2021-04	(253,748)
Ganatra		(1,800)
Anixter		(11,565)
Shermco		(660)
Principle Services		(7,804)
Expended to Date		\$ (275,875)

Encumbered	Contract or PO Number	
Black & Veatch Corporation	BV2021-04	\$ (122,502)
Anixter - Circuit Breaker	21403518	(33,000)
Distran Steel	21403624	(68,023)
KBS- Bulk Conduit	21403636	(25,449)
Relitorin - Bulk Conduit	21403647	(5,733)
TEC - Bulk Conduit	21403637	(907)
EPP - Substation Relays	21403644	(89,997)
Siemens - Breakers	21403528	(191,179)
Encumbered to Date		\$ (536,790)

Agenda Items August 16, 2022	Contract or PO Number	
LP&L McDonald Equipment	RFP 7170-22-ELD	\$ (149,000)
Agenda Items for Consideration		\$ (149,000)

Estimated Costs for Remaining Appropriation		
Staff Time		\$ (60,000)
SS Transformer		(4,290)
Labhesh Ganatra		(7,500)
Anixter - 350MCM	21111051	(100,936)
PRINCIPLE SERVICES LLC	<i>PR112</i>	(29,696)
PRINCIPLE SERVICES LLC	<i>PR113</i>	(199,616)
Contingency		(171,297)
Estimated Costs for Remaining Appropriation		\$ (573,335)

Remaining Appropriation	\$ -
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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 #7170-22-ELD (the “Proposal”), respecting the project described as Lubbock Power & Light McDonald Equipment, as more particularly described in the Proposal (the “Property”), to Stuart C. Irby of Fort Worth, 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 16th day of August, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, 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: August 16, 2022

Summary:

Consider and award Request for Proposal (RFP) #7174-22-ELD, LP&L Tree Trimming Services - Annual Pricing.

Background/Discussion:

This RFP is for contracted tree trimming to clear LP&L's power lines, improve reliability, and protect the safety and welfare of our customers. Additionally, the contractor will respond to requests from the distribution department to pick up and dispose of any tree limbs trimmed by distribution personnel.

The contract term is for one (1) year, with an option to renew annually for up to four (4) additional one-year terms. LP&L does not guarantee any specific amount of compensation, volume, or 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 that is established in this proposal. Actual usage may be more or less, and work quantity will be determined by actual need.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following five (5) categories: adherence to specifications, 20 points; offeror's qualifications, 25 points; price, 35 points; safety record, 10 points; and references, 10 points.

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

	Score:
Asplundh Tree Expert Company	98.67
Davey Utility Services	89.33
Ironwood Heavy Highway Services	83.33

Fiscal Impact:

Funds are available in cost center **7415 (Distribution Customer Service)** for this purpose.

Recommendation:

Staff recommends award of RFP #7174-22-ELD, LP&L Tree Trimming Services - Annual Pricing, to **Asplundh Tree Expert, LLC, of Golden, Colorado** for an estimated annual cost of **\$1,200,000**, 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 desires to enter into a Contract for Services with Asplundh Tree Expert LLC (“Asplundh”), wherein Asplundh will perform certain tree-trimming services as set forth in Asplundh’s Proposal (the “Services”);

WHEREAS, Asplundh has experience in providing the Services; 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 #7174-22-ELD (the “Proposal”), respecting the project described as LP&L Tree Trimming Services—Annual Pricing, as more particularly described in the Proposal, to Asplundh Tree Expert, LLC.

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

THAT the Director of Electric Utilities, or his designee, 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”), that certain Contract for Services, by and between LP&L and Asplundh Tree Expert, LLC, 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 16th day of August, 2022.

Daniel Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

**LUBBOCK POWER & LIGHT
CONTRACT FOR SERVICES
TREE TRIMMING SERVICES – ANNUAL PRICING**

THIS CONTRACT (“Contract” or “Agreement”) made and entered into this 16th day of August, 2022, by and between the City of Lubbock, acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and Asplundh Tree Expert, LLC, a Pennsylvania limited liability company, authorized to do business in Texas (“Contractor”), located at 13301 W. 43rd Drive #12, Golden, CO 80403.

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for RFP 7174-22-ELD, LP&L Tree Trimming Services-Annual Pricing (“RFP”) and proposals were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, LP&L has determined that the execution of this Contract with said Contractor covering the purchase and execution of certain tree trimming services is in the best interest of LP&L and its rate payers.

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, RFP 7174-22-ELD , LP&L Tree Trimming Services-Annual Pricing, Specifications, General Conditions, Insurance Requirements, and the Proposal (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, LP&L Tree Trimming Services (“Services”), as more specifically referred to in the Proposal Documents and this Contract.
2. The Contractor shall deliver the Services in accordance with the Proposal Documents. This Contract shall be for a term of one (1) year, said date of term beginning upon formal approval hereof by LP&L. This Contract may be renewed for four (4), additional one (1) year terms under the same terms and conditions upon written agreement from 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 contract 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 the Proposal Documents. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Contract shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by LP&L upon a thirty (30) day written notice for any reason. Lubbock Power & Light reserves the right to award the canceled Services/Contract to the next lowest and best offeror under the RFP 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 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 coverage. The insurance companies must be authorized to transact business in the State of Texas and carry a Best's Rating of A- or better. The policies are subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$2,000,000

General Aggregate Limit: \$4,000,000

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

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 all applicable coverages, except workers' compensation, and shall be granted a waiver of subrogation for commercial general liability, automobile liability, and workers compensation coverages. 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 Certificates of Insurance shall provide 30 days' written notice of cancellation, and 10 days' written notice for non-payment. 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.

Further requirements for the insurance are located in the Proposal Documents.

6. If at any time during this Contract or any extension hereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be a default hereunder, and in addition to the exercise of other rights and remedies available to LP&L, LP&L may immediately terminate without notice this Contract.
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 Contract 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 Contract is to be construed under Texas law, and all obligations of the parties created by this Contract 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. 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:
Asplundh Tree Expert, LLC
Attn: David L. Fulford
Address: 13301 W. 43rd Drive #12, Golden, CO 80403
Telephone: (303) 215-1025
Email: dfulford@aslpundh.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

11. 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.
12. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
13. 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 Contract have been duly authorized by all requisite action on the part of Contractor. This Contract constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
14. This Contract consists of the following documents attached hereto and made a part hereof: RFP 7174-22-ELD, LP&L Tree Trimming Services-Annual Pricing, Proposal, Specifications, Insurance Requirements, and the General Conditions ("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 shall prevail and control.
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

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

CONTRACTOR
Asplundh Tree Expert, LLC, a Pennsylvania
limited liability company

BY 

Title: Vice President

David L. Fulford

Print Name

708 Blair Mill Road

Address

Willow Grove, PA 19090

City, State, Zip Code

LP&L Tree Trimming Services - Annual Pricing
LUBBOCK POWER & LIGHT
Proposal for: RFP #7174-22ELD



Submitted to : Electric Utility Board for Lubbock Power & Light
Submittal Deadline: July 12, 2022, 2:00 P.M. CST

This proposal has been prepared exclusively for Lubbock Power & Light.
The information contained herein is considered proprietary and confidential and cannot be shared with additional third parties

Technical

RFP# 7174-22-ELD – LP&L Tree Trimming Services – Annual Pricing

- ii) **A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.**

Our number one value is the safety of our people. "Safety First...It's Your Life!" Our safety policy is to provide each employee with a safe place to work, free from all recognized hazards. To support this policy, Asplundh requires compliance with the Occupational Safety and Health Act (OSHA) regulations, the American National Standard Institute (ANSI) standards, and our LCQS training program. A large part of our safety record and performance can be credited to our LCQS training program, the method used to train our workforce, and the other components that we use to make an overall well-rounded training program producing safe production. Training is administered by Field Management including General Forepersons and Forepersons who are qualified experienced workers. Field Management personnel implement the Company's safety and training programs while ensuring that Forepersons and Crewmembers are properly trained in Company policies and procedures, the proper use of tools and equipment and proper work technique. Our training style and philosophy is instrumental in producing safe production settings with safe production outcomes.

Asplundh's Quality Assurance Audit process certifies that we provide safe, knowledgeable, and productive crews to our customers that follow Federal, State and Local regulations. Our commitment to safe production and the assurance to our customer is receiving the highest quality available service is second to none. With total commitment throughout the Asplundh team, we will continually monitor, revise and improve any aspect of our services to best serve our customer.

Asplundh adheres to OSHA 29 CFR 1910.269 the Electrical Power Generation, Transmission, and Distribution standard as it applies to line clearance tree work as well as the American National Standard (ANSI) Z133 Safety Requirements for Arboricultural Operations. Asplundh tree crews also adhere to the American National Standard (ANSI) A300 Pruning Standard. Running a safe operation is our primary objective while achieving LP&L clearance specifications as well as protecting the public safety and maintaining tree health.

We have reviewed, understand and will comply with sections 3-8 under the Specifications heading of the RFP in regard to pruning specifications, vegetation growth and line voltage, contractor work force requirements, materials and equipment, damage to LP&L and private property requirements, emergency response and safety.

- iii) **Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.**

Asplundh Tree Expert, LLC originated in August of 1928 and was incorporated on December 26, 1945. During its 94 years of experience in the field, Asplundh has worked for investor owned, municipal electric, rural electric and cooperative power companies throughout the United States, and in several other countries.

Asplundh has become widely known for multiple facets of our business model, our successful training program, talented and professional employees and overall ability to serve our customers to their fullest expectations. From the employees in the field to the experienced management team working hard to keep them safe, we strive to suit the needs of our customers to create a comprehensive vegetation management service with their complete satisfaction.

This Asplundh Region currently services over 23+ utility customers throughout Colorado, New Mexico, Utah and Western Texas, while employing 300+ employees on these contracts. We have experience with contracts of all sizes ranging from utility vegetation management budgets of less than \$30K to well over \$15M annually. An estimated 95% of all our current contracts are billed on an hourly basis for labor and equipment with similar requirements of Lubbock Power and Light. Current contracts range from new to multiple decades, providing vegetation management services.

See attached list of references which Asplundh Tree Expert, LLC provides services within proximity to the Lubbock Power and Light's service territory.

Additional References Available Upon Request

iv) A brochure of past work, with emphasis on comparable projects.

- A. Asplundh Tree Expert LLC serves the following customers with comparable projects with majority ongoing and renewed annually -CORE Energy, Xcel Energy, United Power, City of Loveland, City of Longmont, City of Colorado Springs, Colorado Springs Utilities, Platte River Power Authority, San Isabel Electric Association, Southeast Colorado Power Association, KC Electric, San Luis Valley REA Coop, Mountain Parks Electric, Yampa Valley Electric Association, Grand Valley Power Association, Delta Montrose Electric Association, San Miguel Power Association, Empire Electric Association, City of Farmington, LEA County Electric Coop, Farmers Electric Coop, Greenbelt Electric Coop and Jemez Mountains Electric Coop.

v) List of principal(s) of the Offeror and amount of time that principal(s) will be involved in the project.

- A. **David Fulford:** Vice President/Sponsor with full time involvement from the corporate office to support daily operations and ensure quality customer service for the LP&L account.
- B. **Chad Rucker:** Region Manager with full time involvement from the regional office to support daily operations, leadership, storm management, customer relations, and any other services LP&L might request. Quarterly in person visits to the area to spend time with local crews and leadership.

- C. **Zac Womble:** Region Supervisor with full time involvement from area office to directly support General Foreperson with daily operations, training, hiring needs, equipment needs, and any other services LP&L might request. Monthly in person visits to the area to spend time with local crews and leadership.
- D. **Miguel Molina:** Region Safety Supervisor with full time involvement from regional office to support Supervisor and General Foreperson with all safety related matters. Quarterly in person visits to the area to provide safety training for local crews and leadership and perform safety audits.
- E. **Jody Jeffcoat:** General Foreperson with full time local involvement of daily operations, safety training, compliance, customer service. Continuous communication and involvement with LP&L representative.
- F. **LaSha Redmond:** Compliance Manager with full time involvement from the regional office to support Supervisor and General Foreperson with all compliance related matters.

vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

A. N/A

vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

A. **Chad Rucker-Manager**

See attached resume

B. **Zac Womble-Supervisor**

See attached resume

C. **Miguel Molina-Region Safety Supervisor**

See attached resume

D. **Jody Jeffcoat-General Foreperson**

See attached resume

viii) The Offeror must assure LP&L that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

Asplundh hereby assures LP&L to the best of our knowledge, information, and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinance including, but not limited to the Davis-Bacon Federal minimum wage requirements.



Lubbock Power & Light

The power is yours.

LUBBOCK POWER & LIGHT

RFP# 7174-22-ELD – LP&L Tree Trimming Services – Annual Pricing

RFP #7174-22-ELD

Reference Form

Please list three references in North America of current customers who can verify the quality of equipment/service your company provides. LP&L prefers customers of similar size and scope of work to this RFP. LP&L may not be used as a reference.

REFERENCE ONE

Government/Company Name: XCEL Energy (SPS)

Address: 790 S. Buchanan St. Amarillo, TX 79101

Contact Person and Title: Michael Swanson Vegetation Program Manager

Phone: (806) 457-6239

Type of Services provided: Vegetation Management of Distribution/Transmission/Substation facilities in TX/NM

REFERENCE TWO

Government/Company Name: Greenbelt Electric Cooperative Inc.

Address: P.O. Box 948 Wellington, TX 79095

Contact Person and Title: Mark Lemons Electrical Engineer

Phone: (806) 447-2536

Type of Services provided: Vegetation Management of Distribution/Transmission facilities

REFERENCE THREE

Government/Company Name: City of Farmington-Farmington Electric Utility

Address: 101 N. Browning Parkway Farmington, NM 87401

Contact Person and Title: Ward Allies Maintenance Superintendent

Phone: (505) 599-8330

Type of Services provided: Vegetation Management of Distribution/Transmission facilities

CHAD RUCKER

2245 Coyote Creek Dr., Fort Lupton, CO 80621 • 303.907.5185 • crucker@asplundh.com

OBJECTIVE

To obtain a challenging leadership position that will help to play a key role in managing the success and growth of employees within Asplundh Tree Expert, LLC.

SKILLS AND CERTIFICATIONS

- Detailed oriented
- Self-motivated Manager who shows the way by setting an example
- Always willing to spend extra time to complete assigned work
- ISA Certified Arborist and Certified Utility Specialist through the ISA (International Society of Arboriculture) RM-7572AU
- TRAQ Qualified through the ISA (International Society of Arboriculture)
- First Aid/CPR certification

EXPERIENCE

Asplundh Tree Expert, LLC

Regional Manager

January 2020 - Current

- Manage the overall operational, budgetary, and financial responsibilities and activities of the region
- Plan and implement systems that perform the work and fulfill the mission and the goals of the region efficiently and effectively
- Plan and allocate resources to effectively staff and accomplish the work to meet regional productivity and quality goals
- Plan, evaluate, and improve the efficiency of business processes and procedures to enhance speed, quality, efficiency, and output
- Make business decisions that are financially responsible, accountable, justifiable, and defensible in accordance with organization policies and procedures
- Establish and maintain relevant controls and feedback systems to monitor the operation of the region
- Review performance data that includes financial, sales, and activity reports and spreadsheets, to monitor and measure departmental productivity, goal achievement, and overall effectiveness
- Manage the preparation and maintenance of reports necessary to carry out the functions of the region. Prepares periodic reports for management, as necessary or requested, to track strategic goal accomplishment.
- Communicate regularly with other managers, the director, vice president, president, and other designated contacts within the organization
- Perform other duties and responsibilities, as assigned

Asplundh Tree Expert, LLC

Regional Supervisor

January 2015 – January 2020

- Promote and maintain good customer and public relations
- Responsible for managing and supervising 300+ employees
- Supervises 15 General Foreperson's to ensure proper administration of training, and work production is completed accurately
- Ability to develop strong working relationships within the region to help drive employee engagement
- Responsible for daily operations for fourteen+ utility line clearance customers
- Responsible for completing both T&M and Lump sum bids/contracts

Asplundh Tree Expert, LLC

Regional Safety Supervisor

February 2014 – January 2015

- Directed and coordinated regional safety audits; including production, equipment and tool inspections
- Promotes safety material, policies and procedures throughout the region
- Prepares and maintains a variety of records and reports
- Ensures development of employee training is conducted within a timely manner
- Works closely with General Foreperson's to ensure utility standards are being met
- Monitors and keeps up to date on new trends and approaches in arboriculture operations

Asplundh Tree Expert, LLC

GENERAL FOREPERSON

January 2009 – February 2014

- Accountable for controlling crew costs
- Oversees the recruitment and hiring of employees
- Conducts field training for new equipment
- Assumes responsibility for inspection, proper working conditions, and necessary repairs to tools and equipment
- Assigns work, enforces safety practices and help to obtain permission from property owners to perform necessary work
- Supervises the Foreperson to ensure proper administration of training, and work production is completed accurately

References Available Upon Request

ZACHARY WOMBLE

3302 BISMARCK AVE., AMARILLO, TX 79118

C: (806) 544-6176 | zwomble@asplundh.com

Vegetation Management professional with 15 years' experience in the electric utility business. Experience includes transmission and distribution line clearance, work management systems (Work Studio), regulatory compliance, right of way clearing, herbicide applications, substation weed abatement, power line construction and maintenance with emphasis on safety, customer service, quality of work and productivity.

SKILLS/CHARACTERISTICS

- Leadership
- Project Management
- Computer
- Mechanical
- Organizational
- People Management
- Self-Motivated
- Dependable
- Customer Centered
- Honest/Ethical
- Team Player
- Work Ethic

EXPERIENCE

Asplundh Tree Expert, LLC

Supervisor // Amarillo, TX // March 2006 to Current

- Experience includes Groundperson, Foreperson, General Foreperson, Project Manager, Supervisor
- Hiring, Coaching, Motivating, Training and Supervising Employees
- Policy and Safety Compliance
- Inspect projects for customer guideline compliance
- Checked reports and paperwork for accuracy, quality and to ensure that all reporting met customer guidelines
- Investigated and resolved customer inquiries and complaints in a timely and empathetic manner
- Managed annual book of work from customer with annual budgets of \$2 million to \$3 million
- Managed various pieces of equipment for safe and reliable use in line clearance tree trimming operation
- Performed root cause investigations of vegetation interruptions
- Represent Asplundh at customers quarterly PDCA meetings
- Represent Asplundh to internal and external stakeholders
- Coordinate crews for storm restoration
- Written and communicated safety stand downs
- Performed overhead safety inspections

Rita Blanca Electric

Apprentice Lineman // Dalhart, TX // August 2004 to August 2005

- Received training in principles of electrical systems
- Construction and maintenance of various designs of distribution, transmission, and substation electrical systems
- Experience operating various types of equipment used in the construction and maintenance of electrical systems
- Participated in required safety meetings and training
- Participated in after hour and storm emergency call out program

EDUCATION

High School Diploma -

Dalhart High School // Dalhart, TX // 1995

CERTIFICATIONS

- ISA Certified Arborist 2011 to present
- TX Chemical Applicator License 2007 to present
- Line Clearance Qualified Tree Trimmer
- First Aid/CPR
- Asplundh Management Leadership Academy 2018
- Asplundh General Foreperson Training Program 2008

MIGUEL MOLINA

1143 Sandpiper Ln Brighton, CO 80601 · 303-356-7299

mmolina@asplundh.com

EXPERIENCE

MAY 2007 – PRESENT

CURRENT POSITON – REGION SAFETY SUPERVISOR, ASPLUNDH TREE EXPERT, LLC

Region Safety Supervisor-

- Promote safety out in the field
- Distribute safety material, policies and procedures throughout the region and track all documents being sent out for compliance
- Work closely with Manager and General Forepersons to make sure standards are being met
- Take charge in coordinating region safety audits, tool and equipment inspections
- Monitor safety trends

Region Safety Trainer-

- As a Region Safety Trainer, I am responsible of training 150 team members. I travel the Xcel Energy contract in Colorado, New Mexico, and Texas
- I report my weekly findings and track my weekly trainings and send to my manager for review
- Work with team members one on one to ensure training material is being understood

General Foreperson-

- Managed 4-8 crew's, keep track of budgets, track weekly spend, maintain, and fix equipment, do crew audits, track production weekly, do payroll for crews under me
- Talk to customers about their questions and concerns and take compliments and complaints
- Make sure employees are working safe, enforce company policies, help with incident investigations
- Computer skills using Excel, Word Document, Emails.
- Conduct interviews and hiring

Job Planner-

- Plan work for 5-10 crew's, estimate hours to be cost efficient, talk with homeowners daily to access property's, keep track of progress of work complete
- Set up traffic control for crew's that would be working in streets

Foreperson-

- Manage a 2-3-person crew
- Follow direction from General Foreperson to do the task assigned to me.
- Make sure crew was working safely and efficiently
- Talk with customers, maintain equipment, track production and timesheets daily

Trimmer-

- Trim trees to utility guidelines, either by climbing or utilizing a lift truck
- Follow company and OSHA policies for tree trimming around powerlines

Groundman-

- Assist crew foreman with performing line clearance tree work
- Get tools, set up jobsite, perform job briefing, clean up and chip tree debris

2007**DRIVER, MOLINA TRANSPORTATION**

Driver delivering loads of freight between Colorado and Texas. Driving 18-wheeler semi-truck with a CDL A license. Would do pre-trip inspection, logbooks, general maintenance on vehicle.

2005 – 2007**UNLOADER, WALMART**

Unload freight from semi trailer's, sort them to the right department they would go to and stack freight on pallets. Take freight to the department so it could be put on the shelves.

2004-2005**LABOR, BLANFORT INC**

Worked as a labor creating orders to be delivered by semi-truck. Stacking various sizes of potato bags between 10lbs-100lbs. Cleaned work area every morning. Used forklift to load pallets on the semi-trailers.

EDUCATION**MAY 2005****HIGH SCHOOL DIPLOMA, SIERRA GRANDE HIGH SCHOOL****2005-2006****DIESEL MECHANIC, TRINIDAD STATE JUNIOR COLLEGE**

Did not graduate

SKILLS

- Leader, ability to work under pressure
- Great adaptivity
- Bi-lingual fluent in English and Spanish
- Graphic Design
- Equipment Operator (lift trucks)
- Tap Root Training (incident investigation)
- Rigging Trained
- Self-motivated and goal oriented
- Computer skills, Excel, word, emails
- ISA Certified Arborist RM-8192A
- Class A CDL license with air brakes
- OSHA 10 certified

ACTIVITIES

When I'm not working, I enjoy spending time with my family, watching and attending Broncos games and recently developed a passion for photography. I have done some volunteer work with Xcel Energy (planting trees in GVR and handing out trees to the public out in Aurora).

References upon request

JODY JEFFCOAT

7303 Avenue X · (806) 724-6400

· JJEFFCOAT@ASPLUNDH.COM ·

I have been with Asplundh Tree Expert Co for ten great years. General Foreman with demonstrated success in supervising crews and planning. Well-versed in Line Clearance and Vegetation Control and it's unique requirements.

Experience

Asplundh Tree Expert | Lubbock, TX

General Foreman

09/2013 - *Current*

- Manage sites by focusing on safety, operations and productivity.
- Communicate with team members to demonstrate high standards and mitigate issues.
- Document labor hours, crew attendance and individual performance.
- Follow company policies to keep job sites safe for team members, contractors and visitors.

Joe's Pump Service | Lubbock, TX

Pump Installation Technician

10/2001 - 09/2013

- Troubleshoot malfunctions and diagnosed issues to service equipment quickly and fully.
- Installed new components or replaced defective parts to restore functionality.
- Adjusted, connected, or disconnected wiring, piping and tubing to complete repairs and installations.

Education

WEST TEXAS A&M UNIVERSITY | CANYON, TX

GED

06/1994

Certifications

- TapRooT Training - 2022
- Certified L2 Altec Sentry - Asplundh - 2017
- Foreperson - Asplundh - 2015
- Bucket Operator/Trimmer - Asplundh - 2014
- Groundperson - Asplundh - 2013

Skills

- OSHA Compliance
- Site Inspection
- Crew Scheduling
- Work Planning and Prioritization
- Fall Protection
- Employee Training
- Workplace Safety
- Daily Reporting
- Job Planning
- Job Site Management
- Equipment Operation
- Safe Operating Procedures
- Work Monitoring
- Decision Making
- Equipment Safety Verification
- Production Optimization
- Worker Supervision

Checklist

Communications and Anti-Lobbying Provision during the Proposal Process

ALL CORRESPONDENCE CONCERNING THIS RFP SHALL ONLY OCCUR THROUGH THE ESTABLISHED PROCESS OF THE PRE-CONFERENCE MEETINGS AND BY E-MAILING FORTA@LPANDL.COM. VIOLATIONS ARE A CAUSE FOR IMMEDIATE DISMISSAL FROM FURTHER CONSIDERATION IN THIS PROCESS.

DURING THE PERIOD BETWEEN THE 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 THE LP&L ELECTRIC UTILITY BOARD, LP&L CONSULTANT OR LP&L/CITY STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.

THIS PROVISION IS INTENDED TO HELD MAINTAIN A LEVEL PLAYING FIELD FOR ALL PARTICIPANTS, TO HELD CONFIRM THAT RESOURCE DECISIONS ARE MADE ACCORDING TO THE ESTABLISHED PROCESSES, AND TO OTHERWISE PROTECT THE INTEGRITY OF THE RFP PROCESS. VIOLATION OF THIS PROVISION IS CAUSE FOR IMMEDIATE DISMISSAL OF A PARTICIPANT.

PRE-PROPOSAL MEETING

- 1 There will be a non-mandatory Zoom pre-proposal conference on June 30, 2022 at 10:00 A.M. CST.
- 2 Offerors are to email Felix Orta at Forta@lpandl.com by June 29, 2022 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. Please note your company will not receive the meeting invite if not requested by this time.
- 3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

RFP 7174-22-ELD - LP&L Tree Trimming Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7174-22-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.

X	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.				
X	The Request for Proposal Form <u>MUST</u> be completed, page 4.				
X	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.				
X	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>				
X	Insurance Requirement Affidavit, page 18.				
X	Complete the Non-Collusion Affidavit, page 19.				
X	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION . Please include Company Federal TAX ID number or Social Security number, page 20.				
X	State Law Verifications, page 21.				
X	BULK POWER SYSTEM SOURCING DISCLOSURE FORM , page 23.				
X	Interlocal Purchasing, page 24.				
X	Proposal Form Exhibit A., page 35.				
X	Contractor's Qualifications, page 36.				
X	Safety Record Questionnaire, page 37.				
X	Confirm Acceptance of LP&L's Terms and Conditions	YES	X	NO	

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

Request for Proposal Form **MUST** be completed


Asplundh Tree Expert, LLC

Print Name of Company.

David L. Fulford / (303) 263-2243

Contact Person/Phone

RFP-7174-22-ELD

SUBMIT TO: LUBBOCK POWER & LIGHT PURCHASING DEPARTMENT 1314 Ave K – 5th Floor LUBBOCK, TX 79401		LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7174-22-ELD
Felix Orta Purchasing Manager, Electric Utilities TEL: 806.775.2546 EMAIL: Forta@lpandl.com	AN EQUAL OPPORTUNITY EMPLOYER	
TITLE: LP&L Tree Trimming Services - Annual Pricing		SUBMITTAL DEADLINE: July 12, 2022, 2:00 P.M. CST
PRE PROPOSAL DATE, TIME AND LOCATION: Zoom pre-proposal conference. June 30, 2022 at 10:00 A.M. CST. - Non-mandatory		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME: Asplundh Tree Expert, LLC		IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS: 13301 W. 43 rd Drive #12		
CITY – STATE – ZIP: Golden-CO-80403		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.
TELEPHONE NO: (303) 215-1025		
FAX NO: (303) 278-8365		
E-MAIL: dfulford@asplundh.com		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 23-1277550		

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 X 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

Vice President/Sponsor

 Title

David L. Fulford

 Print/Type Name

07/07/2022

 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 Tree Trimming Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7174-22-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 Tree Trimming Services - Annual Pricing** until 2:00 p.m. CST, July 12, 2022, 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 Tree Trimming 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

- 2.1 There will be a non-mandatory Zoom/Microsoft team pre-proposal conference on June 30, 2022 at 10:00 A.M. CST.
- 2.2 Offerors are to email Felix Orta at Forta@lpandl.com by June 29, 2022 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. Please note your company will not receive the meeting invite if not requested by this time.
- 2.3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

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 four (4) 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: _____

Insurance Requirement Affidavit

LP&L Tree Trimming Services – Annual Pricing
Lubbock Power & Light
RFP 7174-22-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-.**

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.

Commercial General Liability Requirements: \$2M occurrence / \$4M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: NOT APPLICABLE

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

Pollution Liability Requirements: NOT APPLICABLE

Special Insurances

Crime Protection Coverage Requirements: NOT APPLICABLE

Aircraft (Manned) Liability Requirements: NOT APPLICABLE

Aircraft (Unmanned) Liability Requirements: NOT APPLICABLE

Aircraft Aerial Application Liability Requirements: NOT APPLICABLE

- B. * The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

- * Waivers of Subrogation are required for CGL, AL, and WC.
- * To Include Products of Completed Operations endorsement.
- * Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
- * Carriers must meet a A.M. Best rating of A- or better.
- * Subcontractors must carry same limits as listed above.

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. 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 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 Tree Trimming Services – Annual Pricing
Lubbock Power & Light
RFP 7174-22-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.

David L. Fulford
Offeror (Signature)

David L. Fulford
Offeror (Print)

OFFEROR'S NAME: Asplundh Tree Expert, LLC
(Print or Type)

OFFEROR'S ADDRESS: 13301 W. 43rd Drive #12
Golden, CO 80403

Name of Agent/Broker: Sean Dent/AON

Address of Agent/Broker: Two Logan Square, 100 N 18th St, 15th Floor

City/State/Zip: Philadelphia, PA 19103

Agent/Broker Telephone Number: (215) 255-2000

Date: 06/28/2022

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.



CERTIFICATE OF LIABILITY INSURANCE

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DATE(MM/DD/YYYY)

6/28/2022

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103		CONTACT NAME: Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069		PHONE (A/C, No, Ext): 215-255-2000	FAX (A/C, No):
INSURED Asplundh Tree Expert LLC 708 Blair Mill Road Willow Grove, PA 19090		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Greenwich Insurance Company		22322	
		INSURER B: XL Insurance America, Inc.		24554	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 2145104643**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD300136204	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$10,000 Med Pa <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943783704 (AOS) RAD943786804 (VI)	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input checked="" type="checkbox"/> N	N/A	RWD300135804 (AOS) RWR300135904	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See attached Additional Remarks Schedule

CERTIFICATE HOLDERLubbock Power & Light
1314 Avenue K - 5th floor
Lubbock, Texas 79401**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: _____

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LOC #: _____

2145104643

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Asplundh Tree Expert LLC 708 Blair Mill Road Willow Grove, PA 19090
POLICY NUMBER RGD300136204		
CARRIER	NAIC CODE	EFFECTIVE DATE: 6/28/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acor 25 FORM TITLE: Certificate of Liability Insurance

RE: RFP 7174-22-ELD

The City of Lubbock (including its officials, employees and volunteers) is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

The above coverage is considered primary and non-contributory as respects other insurance carried by certificate holder as required by written agreement.

Waiver of subrogation applies only where required by written agreement unless claim arises out of negligence of the certificate holder.

30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Asplundh Tree Expert, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001358-04

Endorsement No.
Premium Included

Countersigned by _____



WC 00 03 13
(Ed. 4-84)

POLICY NUMBER: RGD3001362-04

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD3001362-04

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD3001362-04

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 08-01-2021, forms a part of

Policy No. RGD3001362-04 issued to Asplundh Tree Expert, LLC

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943783704

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ASPLUNDH TREE EXPERT, LLC**Endorsement Effective Date:** August 1, 2021**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: RAD943783704

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Where required by written contract or agreement executed prior to loss (except not permitted by law).	If Any

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

Non-Collusion Affidavit

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
 §
 LUBBOCK COUNTY

David L. Fulford 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.

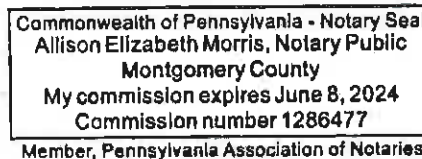
Asplundh Tree Expert, LLC
 NAME OF FIRM

David L. Fulford
 SIGNATURE OF OFFEROR

Vice President/Sponsor
 TITLE

Subscribed and sworn to before me this 1 day of JULY, 2022

Allison Elizabeth Morris
 Notary Public in and for the State
 of PENNSYLVANIA residing at
MONTGOMERY COUNTY



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

Suspension of Debarment Certification

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: Asplundh Tree Expert, LLC 23-1277550 - Tax ID

Signature of Company Official: David L. Fulford

Date Signed: 07/07/2022

Printed name of company official signing above: David L. Fulford

State Law Verification

State Law Verifications

I, David L. Fulford, the undersigned representative of (Company or Business name) Asplundh Tree Expert, LLC (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.

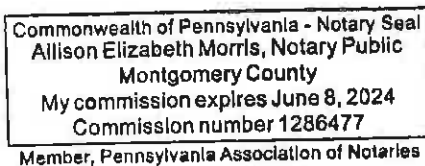
7/1/22
DATE

David L. Fulford
SIGNATURE OF COMPANY
REPRESENTATIVE

ON THIS THE 1 day of JULY, 2022, personally appeared DAVID FULFORD, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Allison Elizabeth Morris
NOTARY SIGNATURE



Bulk Power System Sourcing Disclosure Form

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. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	2. _____
N/A	1. _____	1. _____	1. _____	1. _____
	2. _____	2. _____	2. _____	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: Vice President/Sponsor

Company: Asplundh Tree Expert, LLC

Interlocal Purchasing

LP&L Tree Trimming Services - Annual Pricing
Lubbock Power & Light
RFP 7174-22-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 X 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.

***Within LP&L service territory and less than 50 miles of service territory**

COMPANY NAME: Asplundh Tree Expert, LLC

Signature of Company Official: David L. Fulford

**LP&L Tree Trimming Services - Annual Pricing
Lubbock Power & Light
RFP 7174-22-ELD**

SPECIFICATIONS

1. BACKGROUND

Lubbock Power & Light (from herein to be referred to as LP&L), is seeking proposals to establish a contract for annual pricing for tree trimming services. The purpose of contracted tree trimmers is to keep the power lines within right of ways and easements free and clear of trees reducing outages and increasing reliability.

2. REGULATIONS RELATING TO WORK

All work shall be done in a thorough and professional manner in accordance with the contract documents and acknowledged industry standards. Deviations from the contract documents or industry standards shall not be permitted without the prior written consent of LP&L.

These standards include but are not limited to:

- OSHA 29CFR 1910.269 Electric Power Generation, Transmission, & Distribution
- ANSI A300, "Trees, Shrubs and Other Woody Plant Management—Standard Practices (Pruning)"
- ANSI Z133.1, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements"

3. DISCUSSION

Line clearance distances attained during tree pruning operations shall vary depending on the power line voltage and the type of trees encountered. Higher voltage power lines require greater clearances. Fast growing trees shall be pruned to provide more clearance from electrical facilities than slow growing trees. The tree pruning operation shall provide clearance as appropriate for the line voltage and average growth rate of the affected trees, with the overall objective of achieving a minimum four (4) to five (5) year pruning cycle. In all instances where the trees have been previously pruned for line clearance the original clearance distance should be maintained if possible. More clearance may be necessary to achieve a four to five year cycle in some instances.

The tree trimming crews are required to trim trees from the power lines on both sides of the city alleys for both primary and secondary lines. The work will be conducted on a daily basis Monday through Friday in a one square mile section of the city that is assigned by LP&L. The section of work assigned will be completed before moving to a new section unless otherwise instructed. The crews are also responsible for picking up any brush trimmed by Distribution personnel from both maintenance and emergency situations. Any troubled spots in other parts of the city are handled by reassigning crews on an as needed basis to manage the problem. If the need arises, trimming crews are sent to trim or remove nuisance trees away from the City of Lubbock street lights.

4. CONTRACTOR'S WORK FORCE

The Contractor agrees to furnish qualified line-clearance personnel as required by LP&L and other State and regulatory agencies. If the governmental requirements are different from LP&L's, the Contractor shall follow the more stringent guidelines.

All Contractor employees are expected to present a clean and well-groomed general appearance and to dress in a manner appropriate with impending environmental conditions (i.e. rain gear or winter clothing) allowing for the work to be performed in a safe and efficient manner.

The crews will have an onsite foreman responsible for contact with customers who will be able to resolve customer complaints and damage disputes.

Work or jobs described below are to be done by qualified line-clearance tree trimmers with at least 5 years' experience in these types of services. Contractor 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.

Courtesy to LP&L customers is required at all times. Every effort shall be made to protect all property that may be affected by the work.

In addition to the daily work schedule, the crews can be called upon to work in an emergency situation due to inclement weather when requested by LP&L.

LP&L reserves the right to stop work and require replacement of Contractor personnel assigned to the project at any time at no additional cost to LP&L.

5. MATERIALS AND EQUIPMENT

A model LR 50 line lift truck or approved equal is required with a minimum working height in excess of 50 feet above the ground with operator and trimming tool in basket. A diversity of hydraulic lift trucks are required ranging from 37 feet to 55 feet to work double circuit alleys. LP&L maintains discretion on the size of trucks to be used by each crew.

Trucks shall be equipped with a valve bank to operate outriggers and dump bed from the ground. A total of two valve banks are required to permit operation of lift from the basket or from the ground.

The valve bank on the lower mast must have an override control, which must be activated before unit can be manipulated. The valve bank on the basket must have a control that must be activated before hydraulic tools can be used. The basket is to have two hydraulic lines so any hydraulic tool required may be used by a simple hook-up.

Trucks should have adequate tool storage and be fitted with a split hydraulic dump bed, enclosed for use to receive direct chipper discharge. The dump bed should have operational controls which permit the dump bed to be operated from the outrigger valve bank ground position.

The fiberglass upper boom should safely handle 350 to 500 lbs. With a filament wound 12-inch fiberglass section in the lower boom for secondary safety. The basket inner liners are to be equipped to safely endure a test of 50,000 Volts. Unit should be of a design that will permit a continuous 360 rotation motivated by its own individual orbit motor.

The contractor should also have service personnel or firms available with qualifications to provide proper preventative and operational mechanical, electrical, or hydraulic procedures on each unit.

The minimum auxiliary tools furnished to the operators are:

- Hydraulic pruner with a 6 foot insulated pole handle that will cut limbs at least 2 inches in diameter.
- Hydraulic chain saw that can be handled from the basket that can cut limbs at least 10 to 12 inches in diameter.
- A full complement of manual climbing equipment on each truck, which will allow operator to trim or work on service, wires in places inaccessible to the lift unit.
- Two (2) pole saws per truck. No older than three (3) years old.
- Five (5) gas pole extension saws for alleyway clearance. HT101 or equivalent. No older than three (3) years old.
- One (1) top handle chain saw per truck. No older than three (3) years old.
- One (1) mid-range 50 cc plus per truck. No older than three (3) years old.
- One (1) big chain saw 60 cc plus per truck. No older than three (3) years old.

It is desired that the contractor locate a suitable small engine parts and repair facility within Lubbock, Texas, with adequate parts in stock to prevent excessive down time.

The chippers should be of proper size to handle all the limbs which associated trimming tools are capable of cutting. The chippers should be of good quality, in excellent repair and shall be properly maintained at all times.

Trucks furnished shall be in preeminent mechanical condition so that forty hours of tree trimming per week per truck is considered normal and not the exception due to excessive truck repair down time.

LP&L will require the following:

- Approximately 2,000 hours for three (3) 2 man crew with three aerial trucks with dump beds and chippers.
- Approximately 2,000 hours for one (1) 5 man crew with two aerial trucks with dump beds and chippers, one (1) pickup including one (1) cell phone for the daily work that is to be performed. Pickup truck is to be taken by the Crew Foreman to his place of residence to provide prompt response to after hour calls.
- Approximately 2,000 hours for one (1) 5 man crew with one aerial truck with dump bed and chipper, one aerial truck, one split dump truck with chipper, one (1) pickup including one (1) cell phone for the daily work that is to be performed. Pickup is to be taken by the Crew Foreman to his place of residence to provide prompt response to after hour calls.

LP&L requires the right to add an additional crew or crews and equipment at the cost quoted on an as needed basis.

Truck and chippers as well as all other equipment will be parked in the LP&L yard after regular working hours, (7 days per week).

Contractor will provide yard for their own after hour storage of their equipment of trucks and chippers and any other equipment of theirs.

6. DAMAGE TO LP&L OR PRIVATE PROPERTY

Offeror shall report to the LP&L, within two (2) hours of occurrence, any damage done by contractor's employees to LP&L or private property. Damage to property or loss of vegetation, shall be repaired or replaced by the offeror at no cost to the LP&L, and within a period of time that is satisfactory to the LP&L.

Damaged turf areas will be leveled and re-sodded, and all horticultural plantings damaged beyond repair will be replaced. It is understood that all damage caused by workmen engaged in work under this contract will be repaired by the contractor without delay, and at its sole cost and expense. Repair work will be carried out by skilled workmen acceptable to the LP&L or designee, and all repair and replacements must be approved by LP&L.

7. EMERGENCY RESPONSE

Prompt response and timely execution of work during periods of emergency or interruptions of electric service, are essential and important requirements of this contract. Contractor may be required to mobilize their forces on short notice from LP&L. Offeror shall make available at all hours of the day or night, and in all kinds of weather, such supervisory personnel, work forces and equipment of any and all types specified and agreed to under this contract to perform the work as required by LP&L.

8. SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury or loss to all persons and real and personal property which may be affected by the work.

Contractor shall comply with all applicable Federal, State and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, contractor's subcontractor, contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by contractor.

In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, contractor, without special instruction or authorization from LP&L, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.

If there is an accident involving injury to any individual on or near the work, contractor shall notify LP&L immediately by phone of the incident after insuring the safety of the contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining reports and other documentation that describes the event. Copies of such documentation shall be provided to LP&L within twenty-four (24) hours of the event.

If there is an accident that causes damage to LP&L property or any third party property, LP&L is to be notified immediately by phone of the damage after insuring the safety of the Contractor's

workers. This verbal notification will be followed up with written notification and investigation of the incident, including any disciplinary actions, within five working days of the incident.

9. PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by LP&L.
- b) The original and copies of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The original and copies of the proposal must be organized into the following response item sections and submitted in an indexed binder.
 - i) Cover letter addressed to the Electric Utility Board that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
 - iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
 - iv) A brochure of past work, with emphasis on comparable projects.
 - v) List of principal(s) of the Offeror and amount of time that principal(s) will be involved in the project.
 - vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
 - vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
 - viii) The Offeror must assure LP&L that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and

local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

The Offeror is responsible for reading these requirements. Failure to identify errors before submitting a proposal or to indicate exceptions or to propose alternates in writing at the time of submitting a proposal, shall indicate full agreement with these requirements, with the stipulation that the Offeror certifies correctness and that the product and services rendered will function and accomplish the purpose indicated by these requirements.

Supporting data must be submitted with all requests for “approved equal” status. This data shall describe in writing giving all similar features. Other features which may not be compatible with the product or service specifications noted by these documents shall be described also. Graphs, charts, pictures, or other illustrative information must be accompanied with the written exception data in order to be considered.

10. SUBMITTALS

Complete pricing information is required. Alternative proposals will not be considered.

Contractors should include in their proposal a detailed explanation of the work to be carried out and timeline for its execution.

Submittals should include a list of references in support of the Contractor’s qualifications and experience. The Contractor shall show proof of qualifications and submit a list, together with their proposal, of at least 5 customers and types of services done for the past 3 years.

11. 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.

12. SELECTION AND AWARD PROCESS

- A. 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.
- B. 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.
- C. 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.

13. 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.

Responses must be submitted in the format outlined in this RFP. Provide one (1) original and three (3) copies of your responses. Each response will be reviewed to determine if it is complete before evaluation. LP&L reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP. The intent of LP&L is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not on the basis of what could be inferred.

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.

14. 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:

The following criteria will be used to evaluate and rank submittals:

- a) **20% ADHERENCE TO SPECIFICATIONS:** Demonstrated knowledge and understanding of the project to include capability to meet schedules and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns.
- b) **25% OFFEROR'S QUALIFICATIONS:** When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualifications, Reference Form attached within and past experience with the Offeror. LP&L may also interview the job superintendent at a time to be named after receipt of proposals. Substantial representations regarding the firm's

qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Offeror and assigned personnel.

- c) **35% PRICE:** The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. Price, each Offeror must complete, and submit with their proposal, the proposal submittal form attached hereto as Exhibit "A"
- d) **10% SAFETY RECORD QUESTIONNAIRE:** each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Contractors Experience Modification Ratio. The Offeror shall submit this ratio in the Contractors Statement of Qualifications. Contractors with an Experience Modification Ratio greater than 1 will be scored as zero. Lubbock Power and Light may consider any incidents involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators will base their rating primarily upon the type of offense, date of the offense, location where the offense occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.
- e) **10% REFERENCES:** Record of performance based on previous work with LP&L and/or other client references

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. LP&L will notify the selected firm.

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
June 21, 2022	Advertising & Publishing RFP
July 5, 2022 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications

July 12, 2022	Proposals due in Purchasing by 2:00 pm C.S.T.
August 16, 2022	EUB Meeting

Notice

To the property owner having ownership or control over the trees on this property:

_____, on behalf of Lubbock Power & Light, will begin tree trimming or tree removal for the purposes of power line clearance within ten (10) or more business days.

Date: _____

For more information, contact:

Contractor

< insert local address >

< insert local phone >

*If property is leased or rented, please contact owner.

Unit Cost Proposal

EXHIBIT A

LP&L Tree Trimming Services - Annual Pricing
Lubbock Power & Light
RFP 7137-17-ELD

UNIT COST PROPOSAL SUBMITTAL FORM

ITEM	DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST
1.	One (1) 2 man crew with aerial truck with dump bed and chipper, as specified herein.	6,000	HR	\$94.31	\$565,860.00
2.	One (1) 5 man crew with two aerial trucks with dump beds and chippers, one (1) pickup including one (1) cell phone for the daily work that is to be performed. Pickup truck is to be taken by the Crew Foreman to his place of residence to provide prompt response to after hour calls, as specified herein.	2,000	HR	\$238.02	\$476,040.00
3.	One (1) 5 man crew with one aerial truck with dump bed and chipper, one aerial truck, one split dump truck with chipper, one (1) pickup including one (1) cell phone for the daily work that is to be performed. Pickup is to be taken by the Crew Foreman to his place of residence to provide prompt response to after hour calls as specified herein.	2,000	HR	\$245.11	\$490,220.00

EXCEPTIONS TO THE SPECIFICATIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE OFFEROR IN THE SPACE PROVIDED BELOW:

Overtime multiplier 1.4x straight time rates on labor only (see attached)

Additional rates provided based on crew make up above to allow flexibility upon LP&L request (see attached)

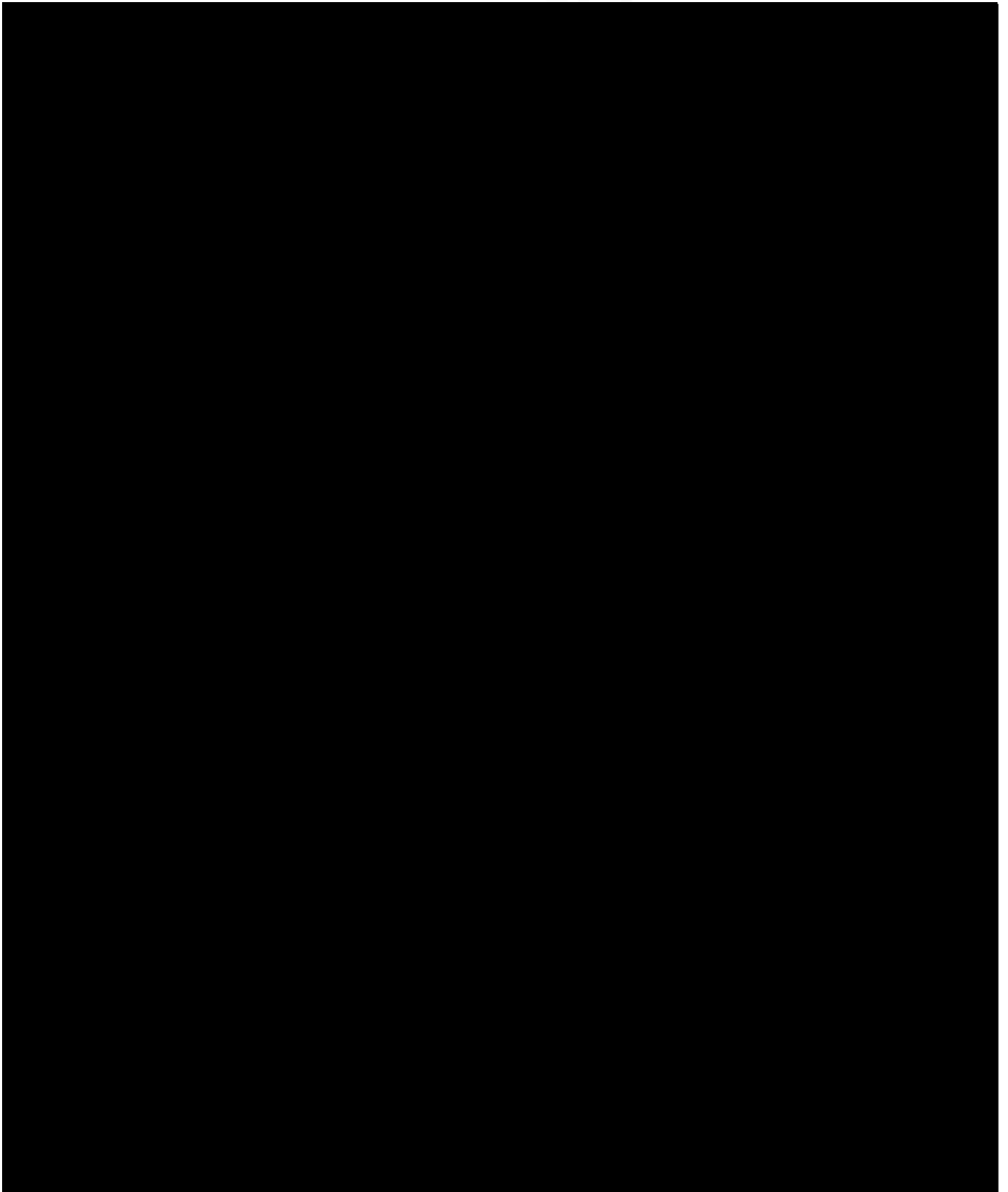
The price for these services must include per diem costs, travel, mileage, vehicle charges, equipment charges, and incidental parts & supplies, necessary to perform the listed scope of work.

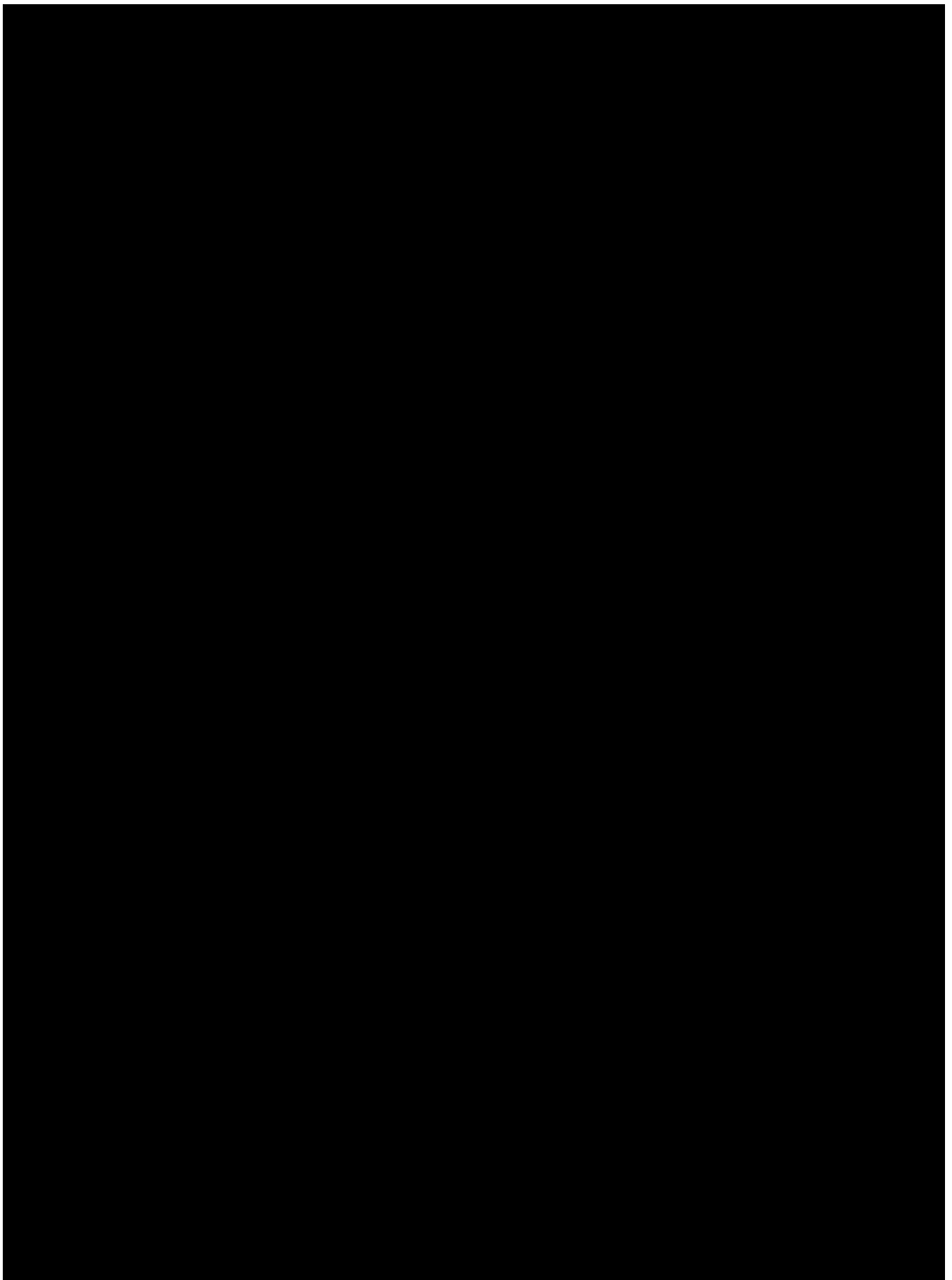
FAILURE TO PROVIDE THE PROPOSAL SUBMITTAL FORM MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND MAY NOT BE FURTHER EVALUATED.

EXHIBIT "A"**Asplundh Tree Expert, LLC****Lubbock Power & Light****2022 Hourly Billing Labor Rates for Standard Tree Crews**

	<u>Straight Time</u>	<u>Overtime</u>
Crew Foreman:	<u>\$35.10</u>	<u>\$49.14</u>
Trimmer:	<u>\$30.64</u>	<u>\$42.90</u>
Ground Person:	<u>\$27.66</u>	<u>\$38.73</u>
4x4 Pickup	<u>\$17.06</u>	<u>\$17.06</u>
<u>Split Dump</u>	<u>\$13.08</u>	<u>\$13.08</u>
Aerial Custom 52'	<u>\$23.77</u>	<u>\$23.77</u>
Aerial Lift Squirt (60' working height with chip dump body and hydraulic saws)	<u>\$24.18</u>	<u>\$24.18</u>
Chipper (12" drum style)	<u>\$ 6.50</u>	<u>\$ 6.50</u>
Power Saws (Each)	<u>\$ 0.29</u>	<u>\$ 0.29</u>

Contractor's Organizational Experience





Safety Record Questionnaire

SAFETY RECORD QUESTIONNAIRE

Lubbock Power & Light desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on LP&L contracts. Pursuant to Section 252.0435 of the Local Government Code, Lubbock Power & Light has adopted the following written definition and criteria for accurately determining the safety record of a Offeror prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a Offeror for this consideration shall be:

Lubbock Power & Light shall consider the safety record of the offerors in determining the responsibility thereof. Lubbock Power & Light may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, Be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Offeror for violations of OSHA regulations within the past three (3) years. Please include OSHA 300 and 300A logs provided for at least three (3) years to include: Lost Time / Days Away from Work Cases, Restricted / Transferred Cases, DART Cases, Other Recordable Cases and Fatalities.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that Lubbock Power & Light may consider the safety records of potential contractors prior to awarding proposals on LP&L contracts, Lubbock Power & Light requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO X

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO X _____

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO X _____

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's **Experience Modification Rate, OSHA 300 Logs, OSHA 300A Logs** and supporting information:

Experience modification rate: 0.47 (please provide the number)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

David L. Feltord
Signature

Vice President/Sponsor
Title

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 0 (I) 0 (J) 1

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 0 (L) 0

Injury and Illness Types

Total number of ...

(M) (1) Injuries 1 (4) Poisonings 0
(2) Skin disorders 0 (5) Hearing loss 0
(3) Respiratory conditions 0 (6) All other illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed form to this office.



Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name Asplundh Tree Expert, LLC - 448
Street 13301 W 43rd Drive Unit #12

City Golden State CO ZIP 80403

Industry description (e.g., Manufacture of motor truck trailers)

Tree Trimming Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR

North American Industrial Classification (NAICS) if known (e.g., 336212)
561730

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 400

Total hours worked by all employees last year 294,633

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title

Phone

Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review this OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or OSHA Form 305. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work (a) 0 (b) 0 (c) 0 (d) 2

Total number of cases with job transfer or restriction (e) 0 (f) 0 (g) 0 (h) 2

(i) 0 (j) 0

Number of Days

Total number of days away from work (k) 0 (l) 0

Total number of days of job transfer or restriction (m) 0 (n) 0

Injury and Illness Types

Total number of... (o) 0 (p) 0 (q) 0 (r) 0 (s) 0 (t) 0 (u) 0 (v) 0 (w) 0 (x) 0 (y) 0 (z) 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including the instructions, search and gathering the data needed, and reviewing and revising the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20543-0101, OMB Bureau of Management and Organization (0101-0101). Do not send this information to the OSHA Office of Statistics, Room 3844, 200 Constitution Avenue, NW, Washington, DC 20543-0101.

Establishment Information

Your establishment name Asplundh Tree Expert, LLC - 448

Street 13301 W 43rd Drive Unit #12

City Golden State CO ZIP 80403

Industry description (e.g., Manufacture of motor truck trailers)

Tree Trimming Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3713)

OR

North American Industrial Classification (NAICS), if known (e.g., 356212)

551730

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 357

Total hours worked by all employees last year 581,803

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature of Responsible Official
Region Manager
103-907-5185
1-30-22

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2020

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Identify the person

Describe the case

Classify the case

Check ONLY ONE box for each case based on the most serious outcome for that case:

(A) Case No.	(B) Employee's name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(M) Check the "injury" column or choose one type of illness:																							
						Remained at work		Days away from work		Job transfer or restriction		Other recordable cases		Away from work		On job transfer or restriction		Injury		Skin disorder		Respiratory condition		Poisoning		Hearing loss		All other illnesses	
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
		Trimmer / Climber - NON-UNION	05/19	ROW	Poisoning-General / Forearm / Right and Left Side / Contact with skin or other exposed tissue - harmful substance / Poison Vegetation (plants)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Trimmer / Climber - NON-UNION	06/18	21684 Shady Ln Ideale, Co	Burn (Heat) - Third degree / Forearm / Right and Left Side / Indirect exposure to electricity, Greater than 220 volts / Hand Saw	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Foreperson - NON-UNION	10/06	Old Stinnett Highway Borger TX	Laceration / Hand / Right Side / Fall on same level due to tripping over an object / Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Trimmer / Climber - NON-UNION	10/21	Bailey CO	Abrasion / Eye(s) / Right Side / Rubbed or abraded by foreign matter in eye / Dust - saw dust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Trimmer / Climber - NON-UNION	11/02	Grand Junction CO	Fracture / Low Back Area (Lumbar) / Right and Left Side / Fall from Tree / Ground	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Foreperson - NON-UNION	12/16	141 Everett Dr, Colorado Springs, Co	Laceration / Hand / Left Side / Struck by Falling Object / Pole Saw	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Page Totals → 0 2 0 4 298 62 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20203. Do not send the completed forms to this office.



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Summary of Work-Related Injuries and Illnesses

OSHA's Form 300A (Rev. 01/2004)

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(c) 0 (d) 2 (e) 0 (f) 4

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(g) 298 (h) 52

Injury and Illness Types

Total number of ...

(1) Injuries _____ (2) Skin disorders _____ (3) Respiratory conditions _____ (4) Poisonings _____ (5) Hearing loss _____ (6) All other illnesses _____

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, reviewing the collected information, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503, OSHA Office of Statistics, Bureau N-1664, 200 Constitution Avenue, NW, Washington, DC 20503. Do not send the completed forms to this office.

Establishment information

Your establishment name Asplundh Tree Expert, LLC-448

Street 13301 W 43rd Drive, Unit #12

City Golden State CO ZIP 80403

Industry description (e.g., Manufacture of motor truck trailers)

Tree Trimming Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR

North American Industrial Classification (NAICS) if known (e.g., 336212)

561730

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 381

Total hours worked by all employees last year 652,385

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive R. Moneys

Date 2/1/21

Page



DENNIS M. O'NEILL, JR.
Managing Director
telephone 215.255.1875
email: dennis.oneill@aon.com

June 30, 2022

Re: *Experience Modification Rating*

To Whom It May Concern:

The below ratings are for Asplundh Tree Expert, LLC:

2021 - 0.47	08/01/2021 - 07/31/2022
2020 - 0.51	08/01/2020 - 07/31/2021
2019 - 0.53	08/01/2019 - 07/31/2020
2018 - 0.55	08/01/2018 - 07/31/2019
2017 - 0.49	08/01/2017 - 07/31/2018
2016 - 0.49	08/01/2016 - 07/31/2017
2015 - 0.47	08/01/2015 - 07/31/2016
2014 - 0.46	08/01/2014 - 07/31/2015

Should you have any questions please contact us.

Regards,

A handwritten signature in black ink, appearing to read "Dennis M. O'Neill, Jr.".

Dennis M. O'Neill, Jr.

Addendum



Lubbock Power & Light
The power is yours.

315 of 342

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

ADDENDUM #1

BID NUMBER: RFP 7174-22-ELD

TITLE: LP&L Tree Trimming Services – Annual Pricing

CLOSE DATE: July 12, 2022 at 2:00 p.m. CST

DATE ISSUED: July 5, 2022

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. Provide one original signed document and one electronic copy of the original proposal. Each Offeror must submit an original signed paper proposal.
2. Please complete and provide the reference form included with this addendum.

Questions and Answers (please see answers in red):

1. Would you be able to provide clarification for us on Question 4-Safety Record Questionnaire as to how many years of OSHA 300 and OSHA 300A Logs are required? **At least two calendar years are required.**

Thank You,

Felix Orta,
Purchasing Manager, Electric Utilities



Lubbock Power & Light

The power is yours.

316 of 342

LUBBOCK POWER & LIGHT PURCHASING DEPARTMENT

1314 AVENUE K

LUBBOCK, TEXAS 79401

Phone: (806) 775-2546

ADDENDUM #2

BID NUMBER: RFP 7174-22-ELD

TITLE: LP&L Tree Trimming Services – Annual Pricing

CLOSE DATE: July 12, 2022 at 2:00 p.m. CST

DATE ISSUED: July 6, 2022

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.

Questions and Answers (please see answers in red):

1. Is this the first time that you've LP&L has solicited tree trimming services? If this is not the first time, is there any information available to the general public on the previously awarded RFP? **Request for Proposal (RFP) #7137-17-ELD – LP&L Tree Trimming Services - Annual Pricing awarded to Asplundh Tree Expert Co. of Mansfield, Texas.**
2. Sec. 5 Material & Equipment - A diversity of hydraulic lift trucks are required ranging from 37 feet to 55 feet to work double circuit alleys. LP&L maintains discretion on the size of trucks to be used by each crew. Since LP&L has the discretion on the size and type of equipment provided by the contractor, can you specify what type of equipment is currently being utilized on your system? Trucks capable of working up to 55 feet, in alleys with distribution system on both sides. LP&L's interest is solely that crews have adequate equipment. **The trucks need to be between 37 & 55 feet working height. LR 55 and sometimes a LR 50 may be need to work in alley with low primary lines.**
3. Exhibit A, Supervision; is it the intent to have a General Foreman for managerial oversight and should that cost be embedded in the "Unit Cost Proposal"? **Yes.**
4. Will LP&L entertain Fuel Escalators as part of the proposal? **No. Please review the contract term under the instruction to offerors. No other escalations will be considered.**

Thank You,

Felix Orta,

Purchasing Manager, Electric Utilities



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: August 16, 2022

Summary:

Consider and reject Request for Proposal (RFP) #7175-22-ELD, LP&L East Broadway Streetlight Conversion Construction Services.

Background/Discussion/Fiscal Impact:

This request is to reject the one (1) proposal received due to insufficient funds. The proposal received for this RFP was substantially over the estimated budget. LP&L's engineering construction department will re-evaluate this project.

Recommendation:

Staff recommends rejection of the proposal for RFP #7175-22-ELD, LP&L East Broadway Streetlight Conversion Construction Services, 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 pursuant to Request for Proposal #7175-22-ELD (the “RFP”), regarding the LP&L East Broadway Streetlight Conversion Construction Services;

WHEREAS, the proposal received did not meet the needs of LP&L;

WHEREAS, as a result, LP&L staff recommends to the Electric Utility Board that it reject all proposals related to the RFP; 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 rejects all bids received in the Request for Proposal #7175-22-ELD, regarding the LP&L East Broadway Streetlight Conversion Construction Services.

Passed by the Electric Utility Board this 16th day of August, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, 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: August 16, 2022

Summary:

Consider and award Request for Proposal (RFP) #7176-22-ELD, LP&L Substation Firewall.

Background/Discussion:

LP&L is upgrading the distribution system at Vicksburg substation to help accommodate shifting the remaining SPP load to the ERCOT grid. These substation transformer firewalls are necessary for the installation of Vicksburg's two (2) new distribution transformers. Firewalls limit the damage and spread of fire from a transformer failure by shielding all adjacent structures. The barrier assembly will be capable of adequately resisting all code-required loads and load combinations such as wind pressure at ambient temperatures, and concurrently with the worst case fire exposure.

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; cost (including life cycle and maintenance), 25 points; delivery schedule, 30 points; proposal completeness, 10 points; and operational experience with vendor or product, 10 points.

One (1) vendor responded to the RFP, the RFP was extended another week but no other responses were received. The committee evaluated the proposal and recommend for award.

Score:

Sinisi Solutions

90.5

Fiscal Impact:

A total of **\$8,660,000** is appropriated and **\$4,153,560** is available in account number **92729 (Substation Capacity Upgrade – Vicksburg)**.

Recommendation:

Staff recommends award of RFP #7176-22-ELD, LP&L Substation Firewalls, to **Sinisi Solutions LLC, of Manasquan, New Jersey** for **\$102,500**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
August 16, 2022**

Capital Project Number:	92729
Capital Project Name:	Substation Capacity Upgrade - Vicksburg

	Budget
Total Appropriation	\$ 8,660,000

Expended	<i>Contract or PO Number</i>		
P-Card - Misc	BV2021-03	\$	(978)
Shermco			(26,516)
Black & Veatch Corporation	BV2021-03		(637,767)
Hugo Reed & Associates			(2,500)
Labhesh Ganatra			(1,800)
Anixter			(11,565)
Principle Services	TA: PRI 12		(11,121)
Expended to Date		\$	(692,247)

Encumbered	<i>Contract or PO Number</i>		
Black & Veatch - BV2021-03	BV2021-03	\$	(115,284)
Anixter - potential transformer	21110831		(75,896)
Anixter - circuit Breaker	21403530		(234,320)
Southland Grid Structures - structures	21403571		(284,531)
EPPI - enclosures	21403572		(995,085)
Irby -Equipment Package	21403574		(121,049)
Southland Grid Structures - vicksburg structures	21403614		(539,920)
Siemens - circuit Breaker	21403527		(428,266)
KBS- Bulk Conduit	21403636		(53,763)
Relitorin - Bulk Conduit	21403647		(22,932)
TEC - Bulk Conduit	21403637		(2,115)
Valmont - Equipment	21403646		(941,031)
Encumbered to Date		\$	(3,814,192)

Agenda Items August 16, 2022	<i>Contract or PO Number</i>		
Sinisi - Substation Firewall	RFP 7176-22-ELD	\$	(102,500)
Conductor Power - Vicksburg Substation Construction	RFP 7177-22-ELD		(3,072,237)
Agenda Items for Consideration		\$	(3,174,737)

Estimated Costs for Remaining Appropriation			
Staff Time		\$	(60,000)
Principle Services	TA: PRI 12		(26,379)
Principle Services	TA: PRI 13		(274,472)
Ganatra Labhesh			(5,700)
Land Acquisition			(10,000)
SS Transformer			(8,580)
Contingency			(593,692)
Estimated Costs for Remaining Appropriation		\$	(978,823)

Remaining Appropriation	\$ -
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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 #7176-22-ELD (the “Proposal”), respecting the property described as Lubbock Power & Light Substation Firewall, as more particularly described in the Proposal (the “Property”), to Sinisi Solutions LLC, of Manasquan, New Jersey.

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 16th day of August, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, 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: August 16, 2022

Summary:

Consider and award Request for Proposal (RFP) #7177-22-ELD, LP&L Vicksburg Substation Construction and Site Work Services.

Background/Discussion:

LP&L is upgrading the distribution system at Vicksburg substation to help accommodate shifting the remaining SPP load to the ERCOT grid. The substation upgrade at Vicksburg will include a new 115 kilovolt (kV) ring bus structure, two (2) distribution transformers, a 15kV four (4) breaker bay, and a 24kV four (4) breaker bay. This RFP is to facilitate all of the ground surface prep and dirt work, new structure construction, and equipment installation. This will also include the demolition and removal of outdated equipment.

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, 10 points; cost (including life cycle and maintenance), 50 points; project schedule, 15 points; contractor qualifications, 15 points; and safety record, 10 points.

Six (6) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:	Total:
Conductor Power	94.04	\$3,072,237
Gridtech LLC	85.11	\$3,270,288
EHV Construction	71.80	\$4,117,330
Biacnchi Electric LLC	69.08	\$4,444,805
Primoris T&D Services	68.06	\$4,569,009
Integrated Power Company	65.94	\$4,683,956

Fiscal Impact:

A total of **\$8,660,000** is appropriated and **\$4,153,560** is available in account number **92729 (Substation Capacity Upgrade – Vicksburg)**.

Recommendation:

Staff recommends award of RFP #7177-22-ELD, LP&L Vicksburg Substation Construction and Site Work services for **\$3,072,237**, to **Conductor Power, LLC of Brainerd Minnesota**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
August 16, 2022**

Capital Project Number:	92729
Capital Project Name:	Substation Capacity Upgrade - Vicksburg

	Budget	
Total Appropriation	\$	8,660,000

Expended	<i>Contract or PO Number</i>		
P-Card - Misc	BV2021-03	\$	(978)
Shermco			(26,516)
Black & Veatch Corporation	BV2021-03		(637,767)
Hugo Reed & Associates			(2,500)
Labhesh Ganatra			(1,800)
Anixter			(11,565)
Principle Services	TA: PRI 12		(11,121)
Expended to Date		\$	(692,247)

Encumbered	<i>Contract or PO Number</i>		
Black & Veatch - BV2021-03	BV2021-03	\$	(115,284)
Anixter - potential transformer	21110831		(75,896)
Anixter - circuit Breaker	21403530		(234,320)
Southland Grid Structures - structures	21403571		(284,531)
EPPI - enclosures	21403572		(995,085)
Irby -Equipment Package	21403574		(121,049)
Southland Grid Structures - vicksburg structures	21403614		(539,920)
Siemens - circuit Breaker	21403527		(428,266)
KBS- Bulk Conduit	21403636		(53,763)
Relitorin - Bulk Conduit	21403647		(22,932)
TEC - Bulk Conduit	21403637		(2,115)
Valmont - Equipment	21403646		(941,031)
Encumbered to Date		\$	(3,814,192)

Agenda Items August 16, 2022	<i>Contract or PO Number</i>		
Sinisi - Substation Firewall	RFP 7176-22-ELD	\$	(102,500)
Conductor Power - Vicksburg Substation Construction	RFP 7177-22-ELD		(3,072,237)
Agenda Items for Consideration		\$	(3,174,737)

Estimated Costs for Remaining Appropriation			
Staff Time		\$	(60,000)
Principle Services	TA: PRI 12		(26,379)
Principle Services	TA: PRI 13		(274,472)
Ganatra Labhesh			(5,700)
Land Acquisition			(10,000)
SS Transformer			(8,580)
Contingency			(593,692)
Estimated Costs for Remaining Appropriation		\$	(978,823)

Remaining Appropriation	\$	-
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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 #7177-22-ELD (the “Proposal”), respecting the project described as Lubbock Power & Light Vicksburg Substation Construction and Site Work Services, as more particularly described in the Proposal (the “Project”), to Conductor Power, LLC of Brainerd Minnesota.

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, the public works contract and any related documents regarding the contracting of the Project pursuant to the Proposal, as awarded herein.

Passed by the Electric Utility Board this 16th day of August, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, 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: August 16, 2022

Summary:

Consider an agreement for a professional services agreement with Hahn, formerly Hahn Public Communication, for communication and marketing services on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L).

Background/Discussion:

Since September 2013, Hahn has worked with LP&L to build all manner of communication platforms to educate Lubbock ratepayers on current and future business practices of the municipal electric utility. The contract approved by the LP&L Electric Utility Board (EUB) in August 2013 was a one-year contract with the staff option to renew annually for four years. The contract allowed for annual expenses of \$251,500, with each year containing a 25 percent rider allowing for an additional \$62,875 if staff deemed necessary; bringing the total not-to-exceed amount in the contract to \$314,375. Since FY 2018-2019, staff brought the contract to the EUB annually for renewal of terms.

In FY 2019-20, the contract was amended to reduce the compensation amount from the original annual not-to-exceed amount of \$251,000 with a 25 percent rider to \$150,000 with a 25 percent rider, which brought the total not-to-exceed amount to \$187,500. The reduction was due to a lower workload following the years from ERCOT announcement through PUC approval.

In July 2020, the contract had a one-time amendment to increase the FY 2019-20 contract amount by \$25,000 in order to stay within the contract limits set to expire on August 27, 2020. Additional work was required through the Hahn contract in order to put together a communications platform and materials to address the business changes during the pandemic. The adjustment to the FY 2019-20 contract amount was a one-time adjustment in order to cover the unanticipated crisis communications work during the COVID-19 pandemic.

The six areas of concentration for Hahn under the contract are General Communication Initiatives; Customer Service Initiatives; Safety, Savings and Efficiency Initiatives; Project Management; and Web Support. With this agreement we will add a seventh area of concentration which is Transition to Competition. Within these areas of concentration, Hahn logs their work under the areas of Account Service (general communications work); Graphic Production (creation of documents for public use); Presentation Development (message development); Quantitative Research (analytics gauging public engagement); and Multimedia/Video Production (creation of educational videos and graphics for public use). The contract does not include the purchase of paid media.

Since signing a professional services agreement in FY 2013-2014, Hahn has worked closely with LP&L on: re-designing the customer bill statement; re-designing the LP&L website; creating a comprehensive communication platform to address future power objectives and large projects concerning long-term

reliability; building the Powerful Pointers program aimed at educating customers on how they can be more energy efficient so as to use less electricity on a monthly basis; and helping to create an ERCOT implementation messaging platform. Other projects include: working closely with the utility to develop and implement customer education messaging related to advancements in technology; expanding the LISD education partnership to include a career day and an LP&L branded safety video series for school children; and continuing to assist in public education on the rate structure of LP&L.

In FY 2017-18, Hahn created the City of Lubbock Utilities branding, website, and corresponding communications and social media platforms. Additionally, in FY 2017-18, Hahn continued the day-to-day communication and education work for the utility, but put a focus on assisting in developing communication, education and presentation platforms related to new technology projects, public transmission line projects, rate management methodology, long-term infrastructure improvements (including the implementation of advanced meters and new customer billing system) and all aspects of the ERCOT. This work continued to present with Hahn building out the online presence of City of Lubbock Utilities.

The professional services agreement presented for approval sets the contract term at twenty-four months and adjusts the not-to-exceed amount at \$250,000 for each of the two contract years. Hahn bills on an hourly basis so the total amount is not guaranteed. The total amount has been adjusted up from the previous contract amount of \$187,500 due to the anticipated level of work over the next two years related to the educational campaign for the transition to competition. Large amounts of educational materials, messaging platforms, communication strategies, and interactive events will need to be created in order to properly educate the public on how to successfully transition to a new form of electric delivery system by late fall 2023.

Fiscal Impact:

The proposed agreement with Hahn is for a term of twenty-four months extending to August 27, 2024 with a not-to-exceed contract amount in FY 2022-23 and FY 2023-24 of \$250,000, bringing the total amount over the two year period to a not-to-exceed amount \$500,000.

Recommendation:

Staff recommends the Electric Utility Board approve the professional services agreement with Hahn, formerly Hahn Public Communication, for communication and marketing services on behalf of LP&L in order to continue building the necessary communications platforms to properly education the public on upcoming changes to how they receive electricity and day-to-day business procedures of the utility.

RESOLUTION

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

WHEREAS, LP&L desires to engage the firm of TexHahn Media, Inc., DBA Hahn for professional consulting services regarding activities related to marketing campaigns, marketing social research and other public relations activities; 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”), that certain Professional Services Agreement by and between LP&L and TexHahn Media, Inc., DBA Hahn, 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 16th day of August, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the “Contract” or “Agreement”), effective as of the 28th day of August, 2022 (the “Effective Date”), is by and between TexHahn Media, Inc., a Texas corporation, DBA Hahn (“Consultant”), and the City of Lubbock, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light (“LP&L”).

WITNESSETH

WHEREAS, LP&L desires to obtain professional consulting services regarding activities related to marketing campaigns, marketing social research and other public relations activities (the “Activities” or “Project”);

WHEREAS, Consultant has a professional staff experienced and is qualified to provide professional consulting services related to the Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by LP&L and Consultant to be a fair and reasonable price; and

WHEREAS, LP&L desires to now contract with Consultant to provide professional consulting services related to the Activities, and Consultant desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, LP&L and Consultant hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a period of twenty four (24) months (“Term”). If the Consultant determines that additional time is required to complete the Services, the Director of Electric Utilities, or his or her designee, may, in his or her discretion, execute an agreement to grant up to an additional six (6)

months of time so long as the amount of the consideration payable hereunder does not increase. An amendment to this Agreement resulting in an increase of consideration payable must be approved by LP&L, acting through the body wherein jurisdiction of this Agreement, as amended, lies.

ARTICLE II. SERVICES AND COMPENSATION

A. Consultant shall conduct all activities and within such timeframes as set forth in the Statement of Work (herein so called), as attached hereto as Exhibit "A" (the "Services").

B. Consultant shall complete the Services, and shall receive compensation therefore on a time and materials basis, as set forth on Exhibit "B," attached hereto. The sums due hereunder shall be invoiced to LP&L on a monthly basis as the Services are performed by Consultant.

C. The total sum to be paid hereunder shall not exceed, in any circumstance, the sum of five hundred thousand and No/100 Dollars (\$500,000.00).

ARTICLE III. TERMINATION

A. General. LP&L may terminate this Contract, for any reason or convenience, upon thirty (30) days' written notice to Consultant.

B. Termination and Remedies. In the event Consultant breaches any term and/or provision of this Contract, LP&L shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

C. Payment upon Termination. In the event this Agreement is so terminated, LP&L shall only pay Consultant for Services actually performed by Consultant up to the date Consultant is deemed to have received notice of termination, as provided herein.

ARTICLE IV. NON - ARBITRATION

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 Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. Consultant is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Registration in Texas. To the extent necessary for Consultant to perform the Services, Consultant is duly registered in Texas and is authorized to transact business in Texas.

C. Power. Consultant has the power and authority to enter into and perform this Contract in accordance with the terms hereof, and lawfully perform all activities contemplated hereby.

D. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all requisite action on the part of Consultant. This Contract constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms hereof.

E. Consultant. Consultant maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules and regulations, both state and federal, including, without limitation, the applicable laws, regarding the Activities contemplated hereby.

F. Performance. Consultant will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional consulting services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

G. Use of Copyrighted Material. Consultant represents and warrants that any materials provided by Consultant for use by LP&L pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. Consultant shall be solely responsible for ensuring that any materials provided by Consultant pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article XI, below, Consultant shall defend and indemnify and hold LP&L and the City of Lubbock ("City"), its elected and appointed officials, officers, agents and employees, harmless from any and all liability, loss, damage or claim of any kind or nature, including attorney's fees and other costs of litigation, related to Consultant's failure to perform this duty or breach hereof. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

[ARTICLE VI. Intentionally Omitted]

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

Consultant and LP&L agree that Consultant shall perform the duties under this Agreement as an independent Consultant and shall be considered an independent Consultant under this Agreement and/or in its activities hereunder for all purposes. Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Consultant and Consultant's employees and/or approved sub-consultants, will not be considered, for any purpose, employees or agents of LP&L and/or the City of Lubbock within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

Consultant 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. Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, automobile liability, professional liability, employer's liability, and workers compensation coverages. The commercial general liability policy shall include Products & Completed Operations endorsement. The insurance companies must carry a Best's Rating of A- or better. The policies will be written, subject to the following minimum limits of liability:

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Automobile Liability:

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

Professional Liability:

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

General Aggregate Limit: \$2,000,000

Employer's Liability

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

Consultant shall further cause any approved Sub-consultant to procure and carry the identical insurance coverage, and for the term, required of Consultant herein. The City shall be listed as a primary and noncontributory additional insured with respect to all policies herein, except for professional liability and workers' compensation. The City shall be granted a waiver of subrogation for commercial general liability, automobile liability, and worker's compensation. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

Consultant shall elect to obtain workers' compensation coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant 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 Consultant maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Consultant or any Sub-Consultant on the job of at least \$500,000.00. Consultant shall also have Employers Liability Insurance with limits of \$1,000,000.00. Any termination of workers' compensation insurance coverage by Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of the contract.

The Certificates shall provide 30 days' notice of cancellation, and a ten-day written notice for non-payment for all policies. If at any time during the life of the Agreement or any extension hereof, Consultant fails to maintain the required insurance in full force and effect, Consultant 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 3 years after the completion of the Services provided for in this Contract. The provisions of this Article shall survive the termination or expiration of this Agreement.

ARTICLE IX. RETAINING OF CONSULTANTS

Subject to the terms herein, Consultant may retain consultants, Consultants, or other third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant, as set forth on Exhibit "A," attached hereto, under this Contract, provided that LP&L approves the retaining of such Sub-consultants. Consultant is at all times responsible to LP&L to perform the Services as provided in this Agreement and Consultant is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any Sub-consultant retained by Consultant shall be required by Consultant to carry, for the protection and benefit of the City and Consultant and naming said City and Consultant as additional insureds, insurance, as described above, required to be carried by Consultant in this Contract.

ARTICLE X. CONFIDENTIALITY

Consultant shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strictest confidence and shall not reveal such information to third parties without prior written consent of LP&L, unless otherwise required by law.

ARTICLE XI. INDEMNITY

CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from Consultant to LP&L or LP&L to Consultant is required or permitted by this Contract 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) telephonic, facsimile or email delivery (in which case such notice shall be effective upon date stated in the delivery confirmation); (3) delivered by over-night service by a nationally recognized courier (in which case notice shall be effective one (1) day following deposit with courier); and (4) 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 (3rd) business day after such notice is so deposited.

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

Jeff Hahn
 TexHahn Media, Inc., dba Hahn
 5203 Brodie Lane
 Sunset Valley, TX 78745
 P: 512-344-2017
 F: 512-476-7722
 jeff.hahn@hahn.agency

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

Lubbock Power & Light
 Attn: Matt Rose
 1314 Avenue K, 5th Floor
 Lubbock, TX 79401
 Telephone: (806) 775-3581

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. LP&L-PROVIDED DATA AND RESPONSIBILITIES

A. Provision of Data. LP&L may furnish Consultant non-confidential studies, reports and other available data in the possession of LP&L pertinent to Consultant's Services, so long as

LP&L is entitled to rely on such studies, reports and other data for the performance of Consultant's Services under this Contract (the "Provided Data"). Consultant shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. Consultant shall provide access to its books and records to LP&L. LP&L may audit, at its expense and during normal business hours, Consultant's books and records with respect to this Contract between Consultant and LP&L.

C. Records. Consultant shall maintain records that are necessary to substantiate the Services provided by Consultant.

D. Assignability. Consultant may not assign this Contract without the prior written approval of LP&L.

E. Successor and Assigns. This Contract binds and inures to the benefit of LP&L (and the City, as applicable) and Consultant, and in the case of LP&L and the City, their respective successors, legal representatives, and assigns, and in the case of Consultant, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract 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 Contract 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.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by Consultant and LP&L.

I. Entire Agreement. This Contract, including Exhibit "A" and Exhibit "B" attached hereto, contains the entire agreement between LP&L and Consultant, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein. In the event of a conflict between the terms of Exhibit A or Exhibit B and this Agreement, this Agreement shall control.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and LP&L.

K. Documents Owned by LP&L. Any and all documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of LP&L when Consultant has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either LP&L or Consultant of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than LP&L and Consultant.

N. Non-Appropriation. All funds for payment by LP&L under this Contract 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 the Contract, LP&L 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 services covered by this Contract is spent, whichever event occurs

first (the “Non-Appropriation Date”). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Consultant 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 Non-Appropriation Date. This contract shall be terminated upon receipt of said notice, provided; however, LP&L remains responsible to Consultant for all work performed and materials provided, prior to receipt of the notice in accordance with Section III(C).

O. Non-Boycott of Israel. Consultant 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.

P. Applicable Terms. Consultant acknowledges by supplying any goods or services that the Consultant 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 Consultant unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Consultant, 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.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Consultant agrees that the Agreement can be terminated if Consultant 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, Consultant 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.

R. Non-Discrimination against Firearm Entities/Trade Associations. Consultant 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.

S. Non-Boycott of Energy Companies. Consultant 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.

T. Disclosure of Interested Parties. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Consultant shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Consultant 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 Consultant has not submitted a Disclosure Form pursuant to this section, Consultant represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

EXECUTED as of the 16th day of August, 2022.

**CITY OF LUBBOCK, acting by and
through Lubbock Power & Light**

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

TEXHAHN MEDIA, INC. DBA HAHN

By: _____

Name: _____

Title: _____



**Statement of Work
Exhibit A: Scope of Services**

General Communication Initiatives

- Develop strategies and messaging to keep customers and stakeholders informed about news and updates from LP&L.
- Create written content, graphics, videos and other multimedia assets to support outreach efforts across owned, earned and social channels.
- Design and produce materials for LP&L, City of Lubbock Utilities (COLU) and other stakeholders to inform and engage the community (city councilmember town halls, EUB meetings, etc.).
- Manage and execute all aspects of LP&L and COLU website updates.
- Provide monthly outreach reports, including website metrics, earned media coverage and social media highlights for LP&L and COLU.
- Support incident management and/or crisis communications efforts, including updates on inclement weather, grid condition, outages, etc.

Customer Service Initiatives

- Develop editorial calendar and design graphics for regular cadence of content on LP&L and COLU social channels.
- Monitor LP&L and COLU social channel comments, messages and mentions; draft and reply to inquiries in coordination with customer service representatives.
- Support COLU Customer Service initiatives to improve customer experience and call center metrics.

Safety, Savings and Efficiency

- Create campaigns, messaging, website content and other outreach materials to inform and educate customers about electrical safety, phone or phishing scams, energy efficiency tips and tools and other public service opportunities.

Transition to Competition

- Develop short- and long-term communication plan to inform customers and stakeholders clearly and efficiently about the transition to retail electric competition, including owned, earned and paid media strategies and messages.
- Draft, design and produce written content and digital/physical materials such as animated videos, brochures, social graphics, digital and print ads, media kits, etc. to support communication efforts.
- Participate in meetings and calls with project teams to stay apprised of project developments and timelines.

Project Management

- Host weekly and ad hoc client meetings and calls to discuss project needs and updates.
- Coordinate with internal teams to ensure high-quality work product within budget and timeline.

Web Support

- Provide regular maintenance, security and backups for LP&L and COLU websites
- Update LP&L and COLU website content management system and/or website functionality and user experience as needed.
- Acquire or renew domain names for LP&L and COLU as needed.



**Statement of Work
Exhibit B: Budget**

Item	Area of Focus	Fiscal Year	Estimated Budget
I	General Communication Initiatives	FY 22-23	\$45,000
II	Customer Service Initiatives	FY 22-23	\$35,000
III	Safety, Savings and Efficiency Initiatives	FY 22-23	\$40,000
IV	Transition to Competition	FY 22-23	\$100,000
V	Project Management	FY 22-23	\$20,000
VI	Web Support	FY 22-23	\$10,000
Total Budget FY 22-23			\$250,000
I	General Communication Initiatives	FY 23-24	\$45,000
II	Customer Service Initiatives	FY 23-24	\$35,000
III	Safety, Savings and Efficiency Initiatives	FY 23-24	\$40,000
IV	Transition to Competition	FY 23-24	\$100,000
V	Project Management	FY 23-24	\$20,000
VI	Web Support	FY 23-24	\$10,000
Total Budget FY 23-24			\$250,000

The above estimated budget does not include paid media hard costs, which will be handled directly through the LP&L Conservation and Education budget.

Rate

Hahn uses a flat fee of \$200 per hour for all services.