

**The Electric Utility Board of
Lubbock Power & Light Agenda
January 28, 2026**

10:30am

Edwin "Butch" Davis, Chair P.E.
Eddie Schulz, Vice Chair
Gwen Stafford, Secretary
Dr. Solomon Fields
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mike Stevens
Thomas Parker
Mark McBrayer, Ex-Officio



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

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, prior to the beginning of the 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 time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.
3. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, §552.133, and §552.1331 to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of risk management, contracts, and strategies, customer billing, and usage information, system load characteristics, and ERCOT power analyses and strategies;
 - (iii) 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);
 - (iv) info collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of 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 advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
 - (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72nd District Court of Lubbock County, Texas.
 - (vi) *Oncor Electric Delivery Company, LLC v. City of Lubbock and Lubbock Power and Light*, Cause No. DD-1-GN-26-000237, proceeding in the 98th District Court Travis County, Austin, Texas.

10:45 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 10:45 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

6. Approve the minutes from the Regular Electric Utility Board meeting held on December 18, 2025.
7. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, 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 and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
8. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, customer metering, tariff and billing, service and administrative issues, and risk management information including rates.
9. Consider a resolution naming a training facility in honor of former EUB Chair Gwen C. Stafford.
10. Consider a resolution approving and recommending to the City Council authorizing the Chief Administrative Officer or his designee to execute a fourth Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, with ITRON for Network Performance Monitoring Services - Annual Pricing under Itron Master Sales Agreement to increase the current not-to-exceed of \$168,855.30 by \$7,605.56 to 176,460.86.
11. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Public Works Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and 5 Star Electric, LLC, Request for Proposal (RFP) 7104-26-ELD, LP&L I-27 & 42nd Street Reconductor Construction Services. This project for \$312,286.35 with a 42-calendar days completion time is for the replacement of existing parallel 4/0 ACSR conductor, structures, and installation of 477 ACSR conductor on an energized 23kV primary distribution line.

Consent

12. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Contract to Deerwood Construction Inc., Request for Proposal (RFP) RFP 7106-

- 1:00 p.m. – Approximately - Following completion of the Open Session, the Electric Utility Board will end open session to attend a ribbon cutting ceremony located at 1026 N. Indiana Ave Lubbock, TX 79415 in honor of former Chair Gwen Stafford. There will be no official business discussed or action taken at this event, however, it is anticipated that a quorum of the Board will be present. The scheduled time is an approximation, and the Board may be at the ceremony earlier or later depending on when the Open Session discussion is complete.***

- 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.

By: *Beatrice Duenez*

**The Electric Utility Board of
Lubbock Power & Light Minutes
December 16, 2025**

11:00am

Gwen Stafford, Chair
Edwin "Butch" Davis, Vice Chair, P.E.
Eddie Schulz, Secretary
Dr. Solomon Fields
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mike Stevens
Thomas Parker
Mark McBrayer, Ex-Officio



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

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EUB

Gwen Stafford
Butch Davis
Rhea Hill
Eddie Schulz
Dr. Solomon Fields
Mike Stevens
Dr. Craig Rhyne
Dr. Gonzalo Ramirez

City Staff

Matt Wade
Heather Heinrich

City Council

Mayor Mark McBrayer
Mayor Pro Tem Christy
Martinez-Garcia
Tim Collins

LP&L Staff

Joel Ivy
Keli Swan
Kody Morris
Beatrice Duenez
Blair McGinnis
Skylar Borunda
Felix Orta
Matt Rose
Kody Morris
Chris Sims
Amy Day
Felix Orta
Jeff Baker
Tamara Randles
Cody Kirk

Luke Miller
Daniel Garcia
Marty Muniz
Renee Treat
Camille Powe
Megan Moniz
Clint Gardner
Harvey Hall
Roy Martinez
Eric Garza
Jerry Prestige

1. Call to Order.

Board Chair Gwen Stafford called the meeting to order at 11:01 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, prior to the beginning of the 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 time 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 members of the public signed up to speak.

3. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

Chair Stafford recognized Camille Powe, Amy Day, Michel Winegeart, and Ashley Busch for all their hard work this year.

4. Consider Resolutions to recognize, honor, and appreciate the service of Past Electric Utility Board members, by honoring the establishment of scholarships named in recognition of

the members for their contributions and lasting impact on Lubbock Power and Light as follows:

- Daniel Lyle Odom as presented by Board Member Dr. Solomon Fields
- Gregory O. Taylor as presented by Board Member Rhea Hill
- John C. Owens as presented by Board Member Edwin Butch Davis
- John D. Zwaicher as presented by Board Member Eddie Schulz.

Board Members Dr. Solomon Fields, Rhea Hill, Edwin Butch Davis, and Eddie Schulz each presented resolutions and each honoree gave a small speech of appreciation. A motion to approve the resolutions was made by Mr. Schulz and seconded by Dr. Fields. The resolutions passed by vote of 8-0.

5. Consider a Resolution establishing a scholarship named in recognition and honor of Jimmy Dorman presented by Board Member Dr. Gonzalo Ramirez.

Board member Dr. Gonzalo Ramirez presented and read the recognition of Jimmy Dorman. Family was recognized and honored and a speech of appreciation was given by family and staff. A motion to approve this resolution was made by Mr. Schulz and seconded by Dr. Rhyne. Resolution passed by vote of 8-0.

6. Consider a Resolution naming a substation in honor of W.R. Collier as presented by Chair of the Board Gwen Stafford.

Mrs. Stafford recognized and honored Mr. Collier with a resolution. Mr. Collier spoke a few words of thanks and appreciation. A motion was made by Mr. Schulz and seconded by Dr. Ramirez. The resolution passed by vote of 8-0.

7. Recognize honorees during lunch service.

The Board recessed for lunch break at 11:31am.

The Board reconvened at 12:17 pm in open session and Mrs. Stafford called the Board to order in executive session.

Executive Session

8. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

- (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies;
 - (iii) 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);
9. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of 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 advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
 - (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72nd District Court of Lubbock County, Texas.

Open Session

The Board reconvened in open session at 12:57 pm.

10. Approve the minutes from the Regular Electric Utility Board meeting held on November 18, 2025.

Mrs. Stafford asked if there were any corrections to the minutes, and hearing none, a motion to approve the minutes with no corrections was made by Mr. Schulz and seconded by Board member Mike Stevens. The Board approved the minutes with a vote of 8-0.

11. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, 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 and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.

LP&L Chief Administrative Officer Joel Ivy reminded the Board of the next strategic retreat meeting to be held in February 2026. Chief Operating Officer Blair McGinnis discussed the Grid X table top exercise and future learning opportunities.

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

Chief Financial Officer Harvey Hall presented LP&L’s October financial statements.

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, as concerns line items 1, 2, option 7 and option 8 to Caldwell Country Chevrolet II LLC, for \$193,600.00 with a delivery of 150 days and as concerns line items 3, 4, option 3 and option 4 to Grapevine DCJ LLC for \$212,888.00 with a delivery of 100 days, ITB 7103-26-ELD - LP&L Fleet Vehicles. This bid is for 8 replacement trucks to LP&L’s Fleet as approved in the FY 2025-26 Capital Program budget.

Purchasing Manager Felix Orta presented this item along with fleet specialist Roy Martinez. A motion to pass the resolution was made by Dr. Ramirez and seconded by Mr. Butch Davis. The resolution passed with an 8-0 vote.

14. Consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute a first amendment to the Professional Services Agreement (PSA) by and between the City of Lubbock, acting by and through LP&L, and EEPlus, Inc., for professional engineering services. These services include annual TPL studies, transmission interconnection feasibility, steady state, short circuit, and stability studies, and associated support services. This amendment increases the Not-to-Exceed of the original agreement by \$2,600,400.00 from \$400,000.00 to \$3,000,000.00 to accommodate the influx of large load interconnection requests and associated studies required.

15. Consider a budget amendment, amending the FY 2025-26 Operating Budget 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. To increase the operating budget in cost center 7611 and the Outside Work Orders and Street Lights revenue budget in fund 211 - Electric Operations by \$800,000.00 for the influx of large load interconnection requests and associated studies required.

Mr. McGinnis discussed this item. A motion to approve the resolution was made by Mr. Mike Stevens and seconded by Mrs. Hill. The resolution passed by vote of 8-0.

16. Discuss, consider, nominate, and take possible minuted action regarding the election of Executive Roles to the Electric Utility Board including Chair, Vice-Chair, and Secretary.

Board member Rhea Hill made a proposal to nominate Butch Davis as Chair of the Board, Eddie Schulz to be Vice Chair, and Gwen Stafford to be Secretary. The nominations were seconded by Dr. Rhyne and passed by Board with an 8-0 vote.

Consent

Mrs. Stafford asked for a motion to approve the items 17-20 on the consent agenda.

Dr. Fields made a motion that was seconded by Mr. Davis and was passed by a vote of 8-0 to approve consent items.

17. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Consulting., for services to provide location of and support services for Secure File Transfer Protocol (SFTP). The SFTP site will be available from January 1, 2026 through December 31, 2028, and will serve as a designated channel for LP&L to transmit files generated by CCS, MTM, and SMT systems, as well as to receive vendor-supplied files intended for use within Oracle CCS/MTM/SMT environments. TMG will provide ongoing monitoring of the SFTP location and will promptly communicate any file transfer issues that arise. This support will be maintained through December 31, 2028. Total NTE for this agreement over the two-year period is \$122,160.00.
18. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light and Legacy PSG Inc., for professional services related to right of way acquisition, right of way related construction activities and CCN activities for electric transmission and distribution projects. This agreement will have a Not-to-Exceed value of \$4,200,000.00 and shall run through October 2028, with the option for annual one-year renewals.

19. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to ratify an agreement for Jackson Walker LLP engagement regarding legal and consulting services related in connection with certain transmission facilities to be constructed.
20. Consider a resolution delegating the authority of the LP&L Chief Administrative Officer, or his designee, to ratify an agreement with Kerby & Wade, P.C. for engagement regarding legal and consulting services related to current litigation case with Ajay Mitchell.
21. Adjourn.

Mrs. Stafford adjourned the meeting at 1:26pm.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Butch Davis, Chair



Lubbock Power & Light

KEEPING LUBBOCK PLUGGED IN

Agenda Item #12/October Financial Presentation

12/16/25

Balance Sheet and Cash Flows– October (Pages 52-53 and 55)

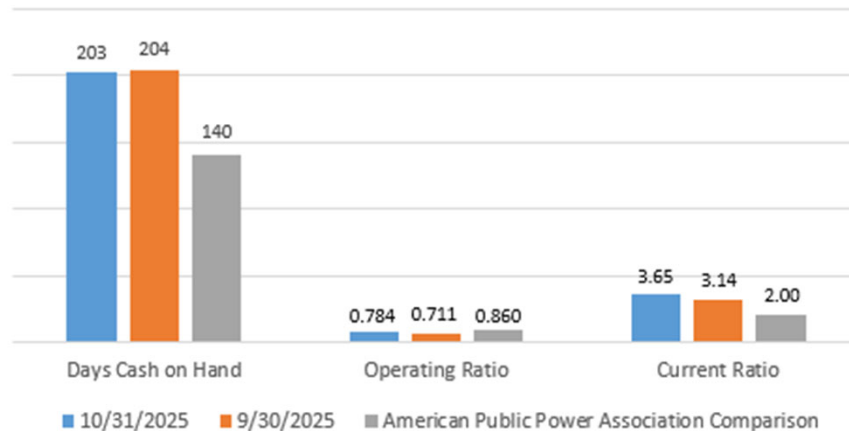
	October 2025	September 2025	Variance		October 2025	October FYTD
ASSETS				CASH FLOWS FROM OPERATING ACTIVITIES		
Current assets:				Receipts from customers	\$ 16,755,353	\$ 16,755,353
Pooled cash and cash equivalents	\$ 99,572,092	\$ 103,869,823	\$ (4,297,731)	Payments to suppliers	(5,746,133)	(5,746,133)
Receivables-MTM	23,234,176	27,949,705	(4,715,529)	Payments to employees	(2,853,722)	(2,853,722)
Interest Receivable	-	703,562	(703,562)	Other receipts (payments)	(1,433,819)	(1,433,819)
Other Current Assets	4,289,422	3,503,707	785,715	Net cash provided (used) by operating activities	6,721,680	6,721,680
Total current assets	127,095,690	136,026,797	(8,931,107)			
Noncurrent assets:				CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES		
Total capital assets	634,307,760	634,049,278	258,482	Net cash provided (used) by noncapital and related financing activities	90,869	90,869
Total noncurrent assets	679,858,471	679,303,137	555,334			
Total Assets	\$ 806,954,161	\$ 815,329,934	\$ (8,375,773)	CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
				Net cash provided (used) for capital and related financing activities	(12,030,489)	(12,030,489)
LIABILITIES						
Current liabilities:				CASH FLOWS FROM INVESTING ACTIVITIES		
Accounts payable	\$ 7,557,213	\$ 6,761,527	795,686	Net cash provided (used) by investing activities	920,208	920,208
Accrued interest payable	888,780	9,021,412	(8,132,632)	Net increase (decrease) in cash and cash equivalents	(4,297,732)	(4,297,732)
Other Liabilities	6,206,718	7,364,503	(1,157,785)	Cash and cash equivalents - beginning of period	103,869,823	103,869,823
Bonds payable	20,135,000	20,135,000	-	Cash and cash equivalents - end of period	99,572,092	99,572,092
Total current liabilities	34,787,711	43,282,442	(8,494,731)			
Noncurrent liabilities:						
Total noncurrent liabilities	519,849,278	519,849,278	-			
Total Liabilities	\$ 554,636,989	\$ 563,131,720	\$ (8,494,731)			
Total Net Position	\$ 252,142,775	\$ 252,023,817	\$ 118,958			

Agenda Item #12/October Financial Presentation



Financial Ratios- October (Page 44)

Financial Ratios



Agenda Item #12/October Financial Presentation



Income Statement and Total Load – October (Page 54)

OPERATING REVENUES

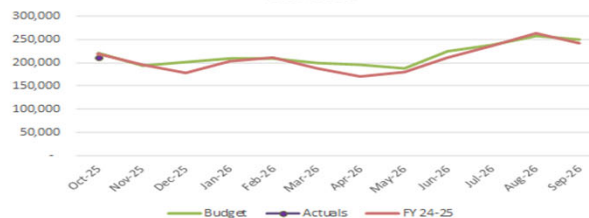
	October 2025	October 2025 Budget	October 2025 FYTD	FY 2025-26 Budget
Distribution Revenue	\$ 10,046,937	\$ 11,339,638	\$ 10,046,937	\$ 147,353,434
TCOS Revenue	3,804,629	3,703,072	3,804,629	44,436,858
ERCOT Hold Harmless	(1,820,444)	(1,833,333)	(1,820,444)	(22,000,000)
Provision for bad debts	8,701	-	8,701	-
Total Operating Revenues	12,039,823	13,209,376	12,039,823	169,790,292

OPERATING EXPENSES

Operating Expenses	7,452,039	7,522,621	7,452,039	90,271,453
Depreciation and amortization	1,983,116	2,100,000	1,983,116	25,200,000
Total Operating Expenses	9,435,155	9,622,621	9,435,155	115,471,453

Operating income

Total Load



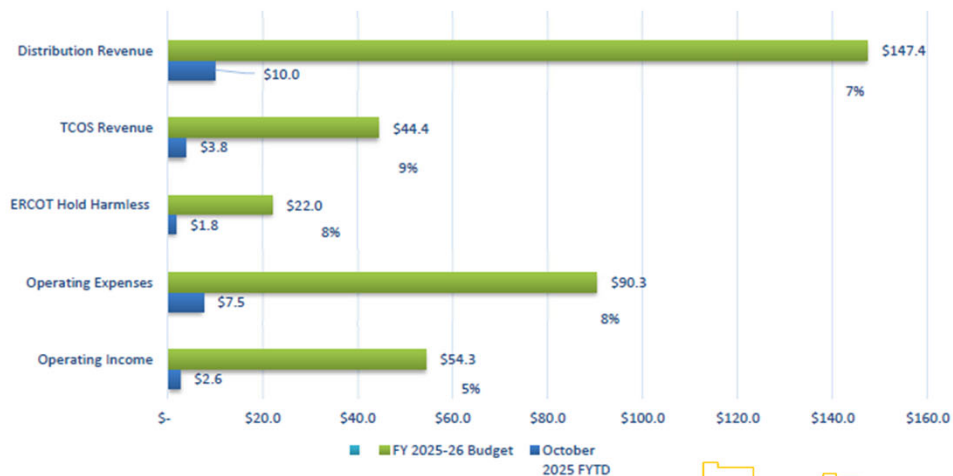
Agenda Item #12/October Financial Presentation

	October			
	Actual	Budget	Variance	% Var
Total Load(MWh)				
Residential	78,828	91,247	(12,419)	-13.6%
Commercial & Industrial	131,725	129,309	2,417	1.9%
Total	210,553	220,556	(10,003)	-4.5%



Budget to Actuals – October (Page 64)

Budget vs Actuals (in millions)



Agenda Item #12/October Financial Presentation



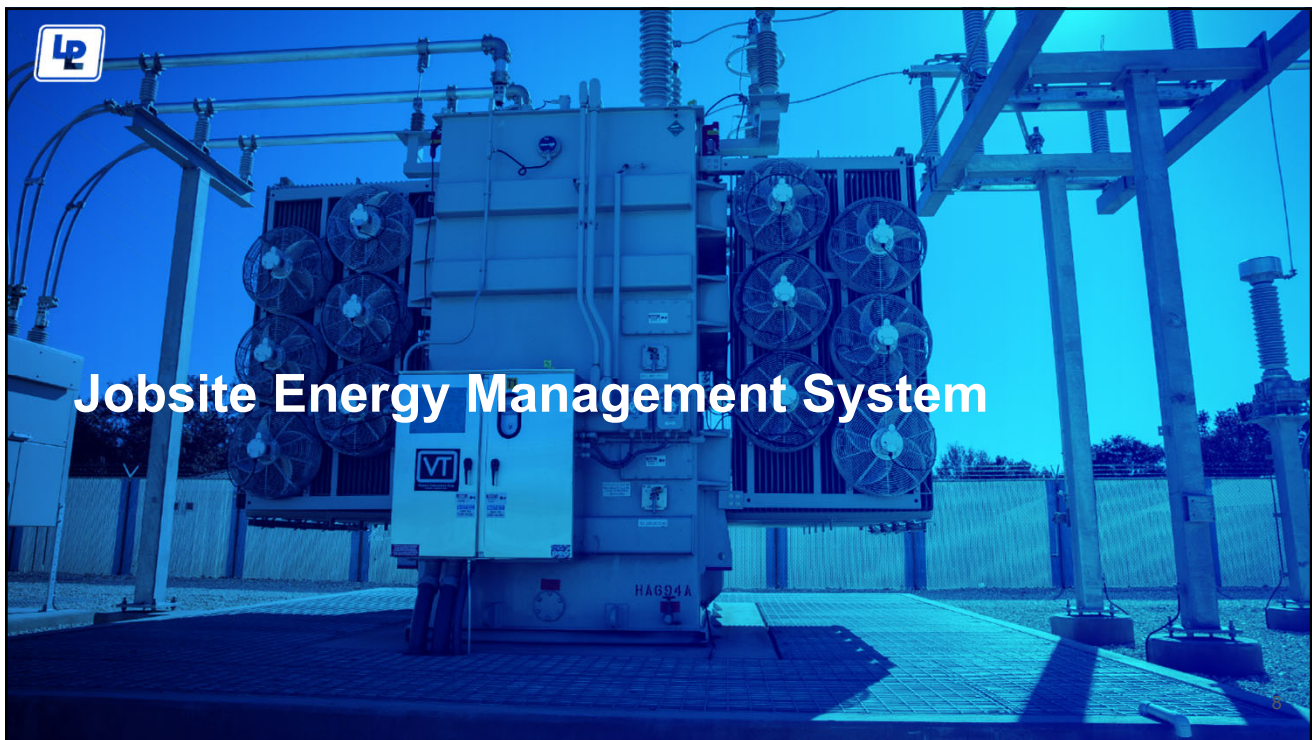
5



Lubbock Power & Light

Questions?

6





JEMS (Jobsite Energy Management System)

LP&L has currently received and put in service 5 buckets with JEMS (Hybrid)

- 3 – 60 FT Buckets for our overhead department
- 1 – 40 FT Bucket for our service department
- 1 – 48 FT Bucket for our street light department

PROS:

1. Cuts Fuel consumption & maintenance costs
2. Minimizes wear and tear on the truck's Engine and engine components due to less idling.
3. Less wear and tear on the Diesel Exhaust Fluid (DEF) system, and DEF costs.
4. Electric hydraulic systems units are as fast as an engine-driven Power Take-Off (PTO) system





Electric Vehicle (EV) ½ Ton Work Trucks



11



Electric Vehicle (EV) ½ Ton Work Trucks

Recommended award of 2 – ½ Ton Chevrolet Silverado EV

- Mileage range:
 - EV - Up to 493 miles full charge
 - Vs. Gas – 432 miles in the city (24-gallon tank)
- Fueling cost:
 - EV (\$0.09–\$0.15 per mile, per level 2)
 - Vs. Gas (\$0.12–\$0.20 per mile)
- Instant torque (0–60 in 4 sec)
 - Vs. rev up to reach peak torque
- Lower annual maintenance costs
 - EV \$300 - \$500
 - Vs. Gas Engine \$800 – \$1,200
- Useful life – 10-year average for both EV and Gas versions
 - EV 8-year/100,000 mile warranty
 - Gas Engine 5-year/60,000-mile power train warranty



12



Level 2 Charging Stations

Charging Station Purpose:

- Provide EV Stations for LP&L Fleet
- Providing accessible EV charging for the public.
- Cost recovery for LP&L

Future Locations:

- Municipal Hill LP&L Operations
- Citizens Tower - East Parking Lot





Questions?



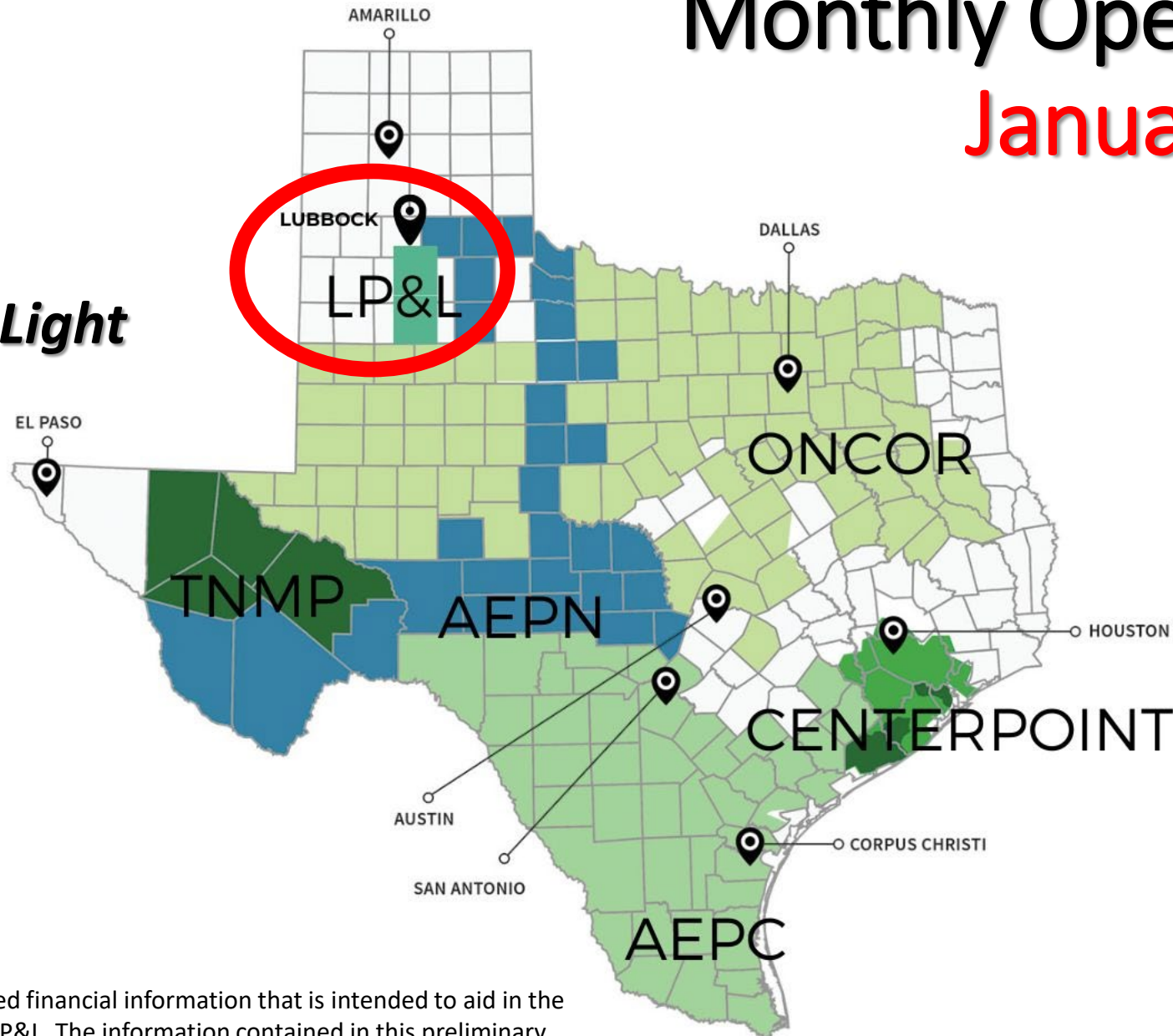
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Monthly Operational Report

January 2026









**Lubbock
Power & Light**



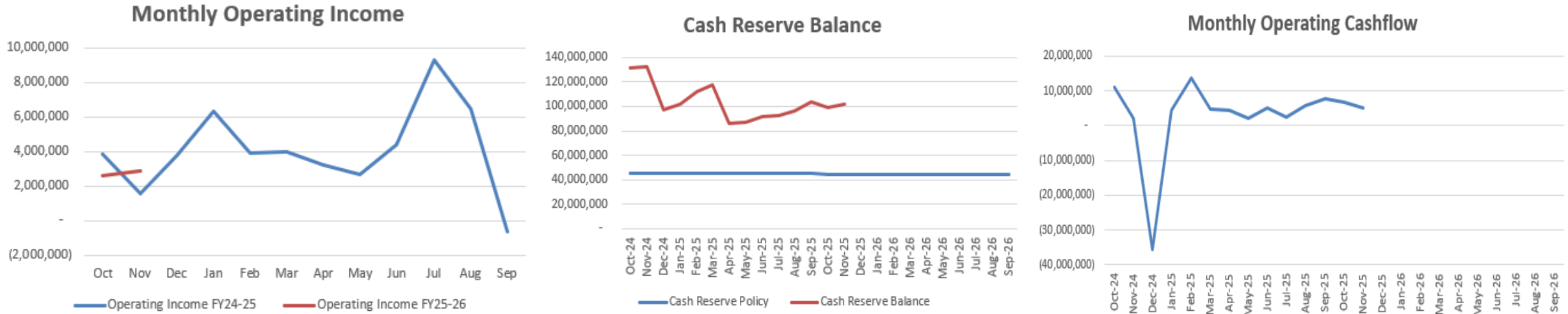
This report contains unaudited financial information that is intended to aid in the day-to-day management of LP&L. The information contained in this preliminary report could change materially during the course of the annual financial report.

LP&L's Financial Performance Summary: Financial Metrics - November

<h2>Financial Metrics</h2>				
Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.				
Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
November	0.860	0.774		For every \$1 of Operating Revenue there is \$X.XX in Operating Expense. A lower number is better.
Current Ratio	Goal	Actual	Status	Current Ratio = Current Assets / Current Liabilities
November	2.00	3.27		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
November	140	208		Number of days operating expenses can be covered by current cash on hand. A higher number is better.
Debt/Total Asset (%)	Goal	Actual	Status	Debt/Total Assets = Total Debt / Total Assets
4th Quarter	55%	62%		% of Debt to Total Assets. A lower number is better.
Debt Service Coverage Ratio	Goal	Actual	Status	Debt Service Coverage = Operating Income + Interest Income / Total Debt Service
4th Quarter	2.00	1.98		Amount of free cash available for every \$1 of Debt Service payment.
Reserve to Reserve Requirement %	Goal	Actual	Status	Reserve on hand as a Percentage of Reserve Requirement
4th Quarter	100%	197%		This metric shows our current status on meeting reserve requirements for FY 2023-24

LP&L's Financial Performance Summary

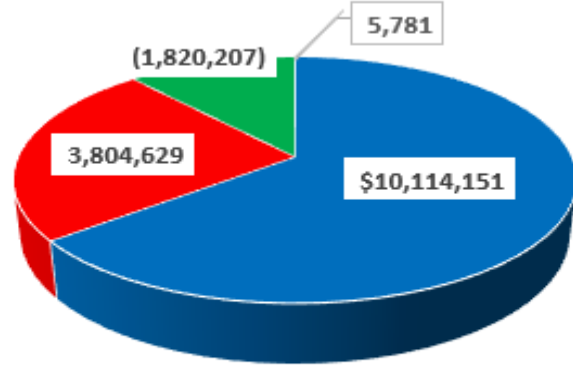
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Headlines:

- **Monthly Operating Income**
 - November 25- We have an increase over last year in operating income due to an increase in distribution revenues and a decrease in payroll expenses compared to FY 2024-25
- **Cash Reserve Balance**
 - We see a slight increase in our cash reserve from last month due to a decrease in expenses
- **Monthly Operating Cash Flow**
 - We see a slight decrease in operating cash flow from October, due to a decrease in load and billed revenues from September to October

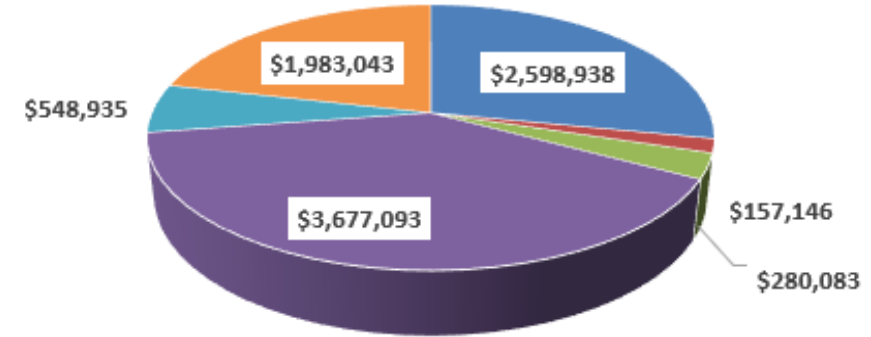
Income Statement- Operating Revenue-\$12,104,33



- Distribution Revenue
- TCOS Revenue
- ERCOT Hold Harmless
- Provision for bad debts

Income Statement-Operating Expense-\$9,245,237

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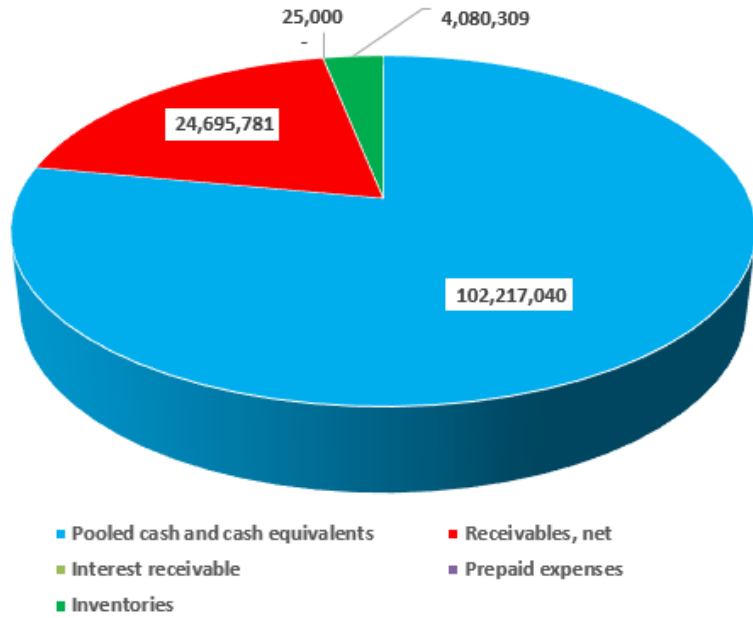


- Personal services
- Maintenance
- Other services and charges
- Supplies
- Transmission Costs
- Depreciation and amortization

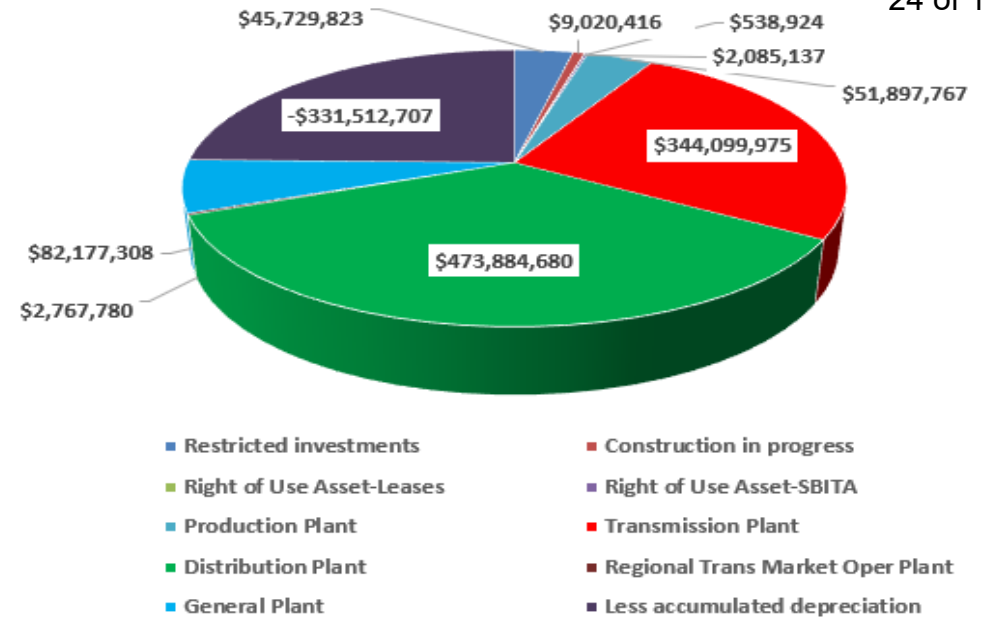
Budget vs Actuals (in millions)



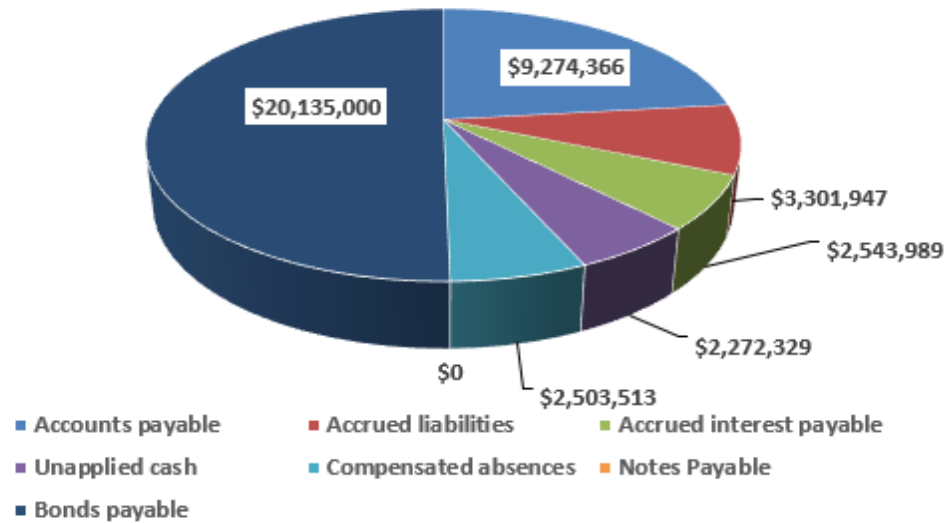
Balance Sheet - Current Assets-\$131,018,130



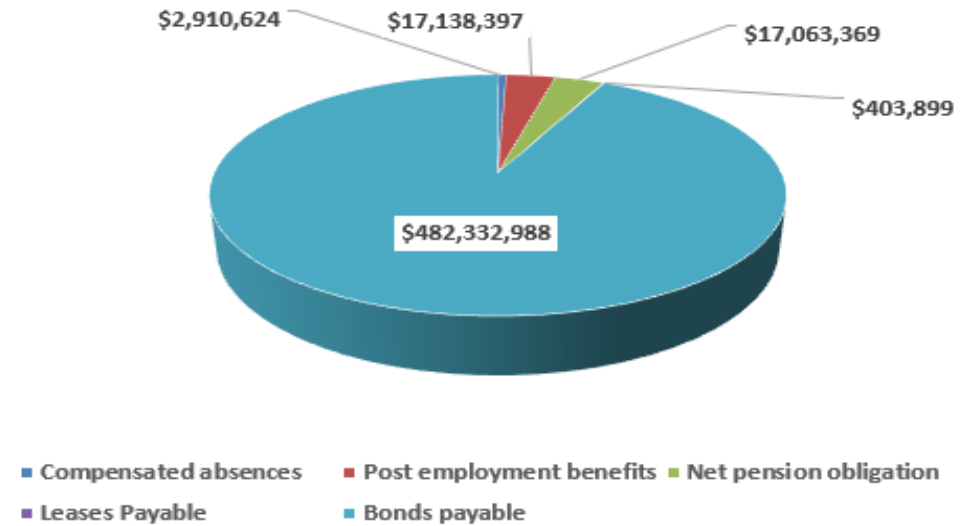
Balance Sheet - Non-Current Assets-\$680,689,102



Balance Sheet - Current Liabilities-\$40,031,144



Balance Sheet- Non-Current Liabilities-\$519,849,278



LP&L's Monthly Operational Report Table of Contents

LP&L's Three Pillars of Success

Safety Performance

Financial Performance Summary

Customer and Sales Summary

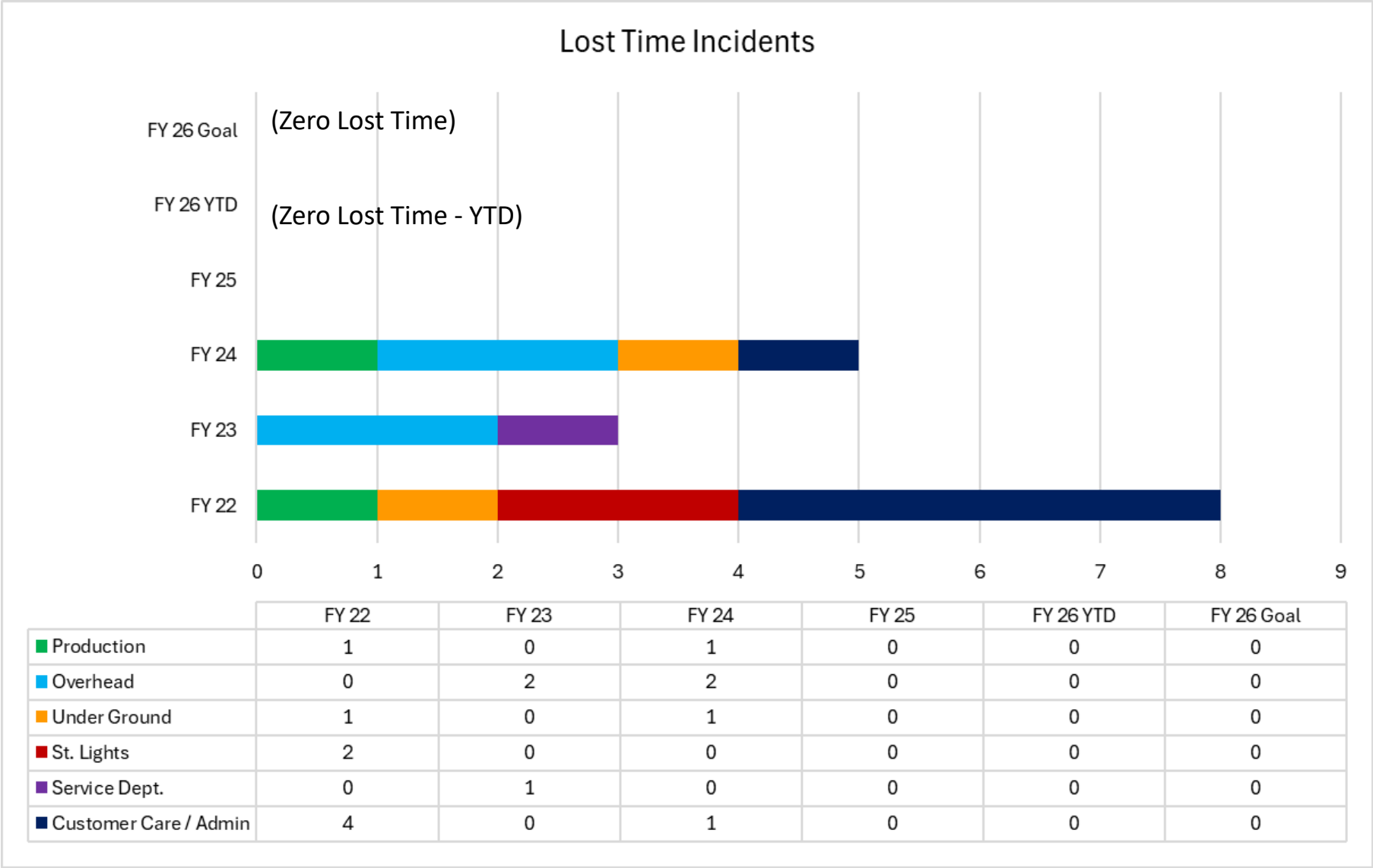
Operations and Maintenance Summary

Transmission & Distribution Performance

Customer Service Performance

Public Affairs Summary

LP&L's Operational Performance - Safety



Culture of Zero

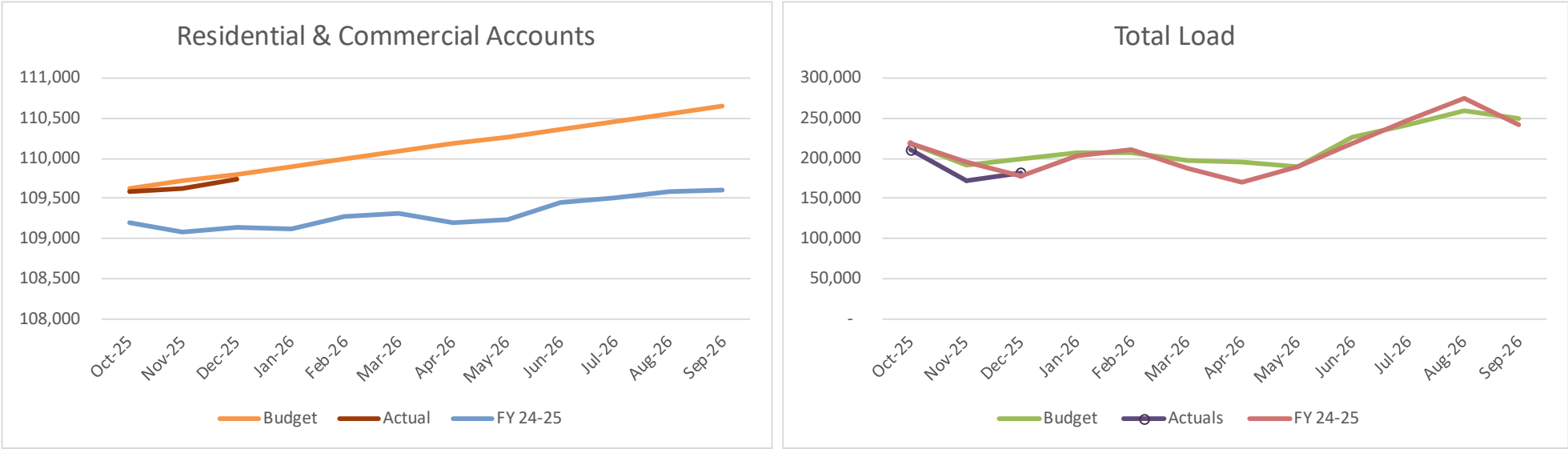
LP&L has adopted a mindset whereby every Accident/incident is preventable.


Our goal for safety centers on 0 (zero) lost time incidents. While this goal seems lofty, we must stay focused on providing a safe and healthy workplace for our employees.


LP&L's T&D Performance: Capital Work – November

Project Type	Appropriation To Date	FY 2025-26 EXPENDITURES & COMMITMENTS				
		Budget	Expenditures & Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
Substation Projects	31,897,000	33,950,000	568,252	33,381,748	98.33	1.67
Transmission Projects	31,897,000	31,897,000	333,530	31,563,470	98.95	1.05
Distribution Projects	11,468,273	4,406,000	31,156	4,318,007	59.86	40.14
Annual Projects	75,838,916	11,940,000	1,280,750	11,686,108	67.35	32.65
Dispatch/GIS/SCADA	10,517,000	5,000,000	-	5,000,000	78.86	21.14
Other	2,251,000	2,141,000	754,918	1,469,953	99.09	0.91
Grand Total	\$ 163,869,189	\$ 89,334,000	\$ 2,968,605	\$ 87,419,286	97.86	2.14

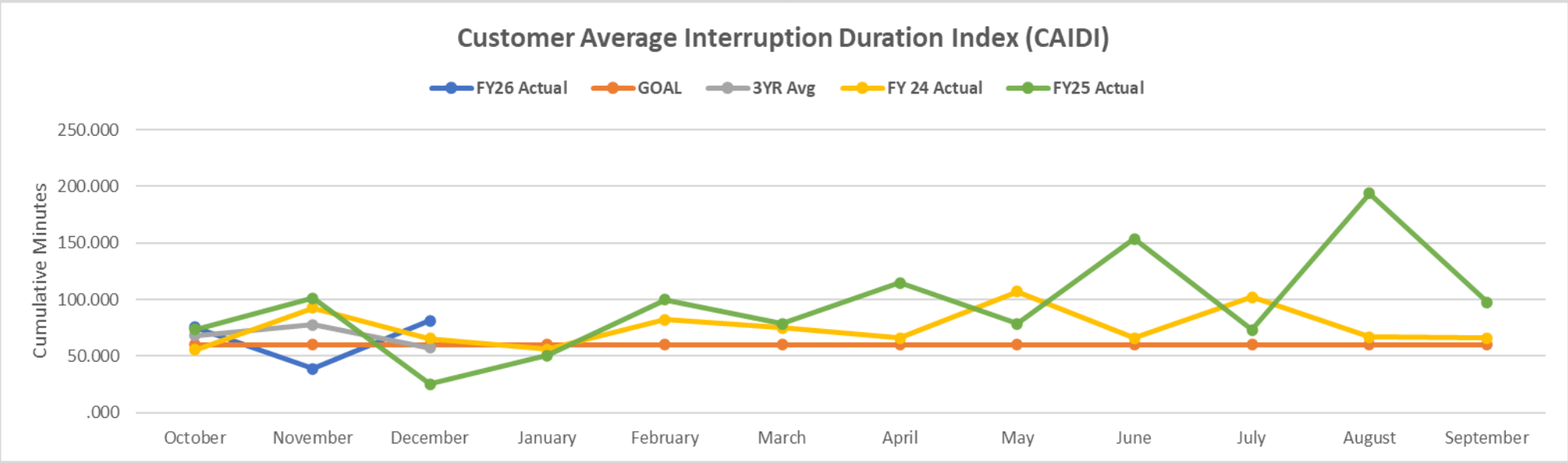
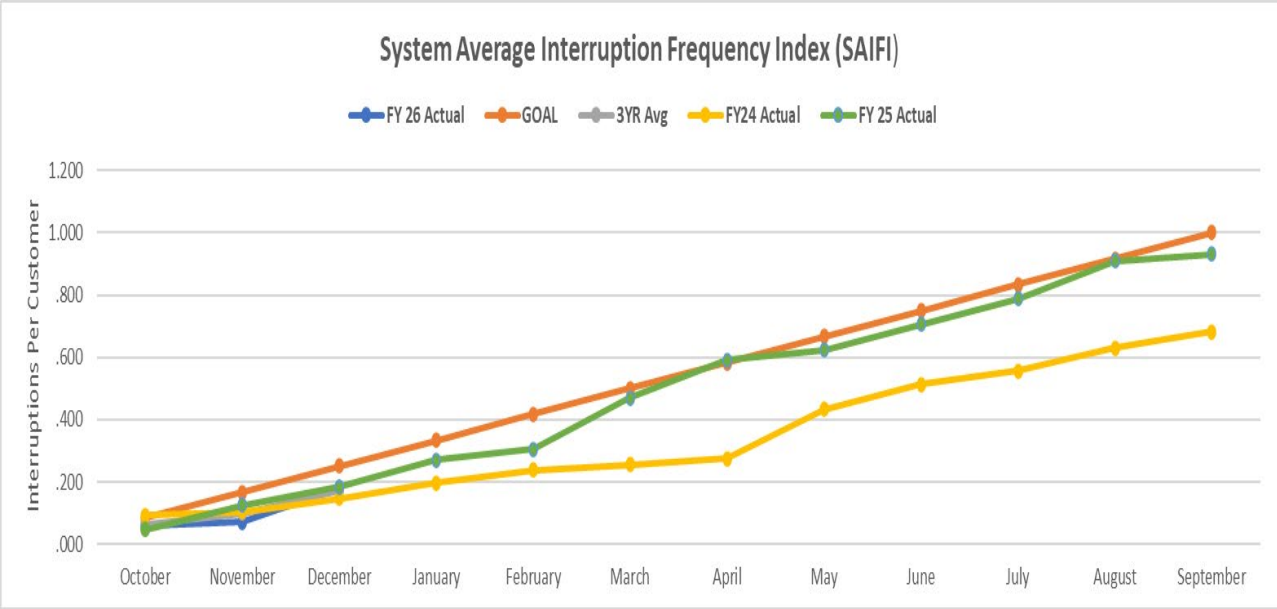
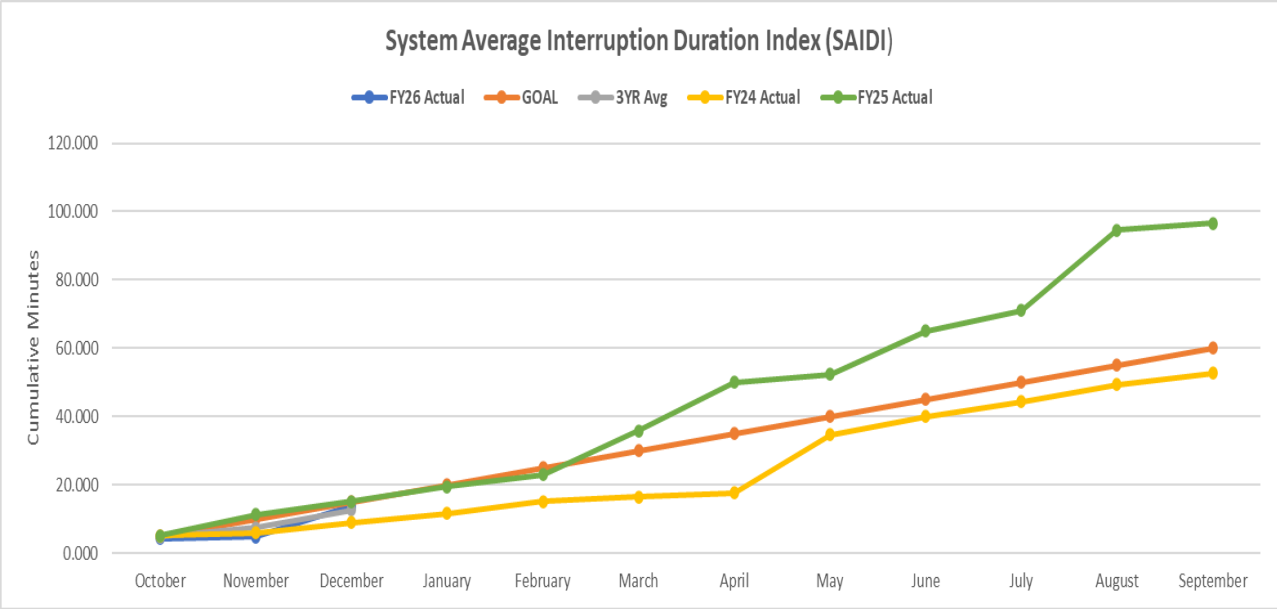
LP&L's Customers and Load Summary - December



 **NOTE:** December average temperature: 9.1F higher than normal.
Source: National Weather Service

	December				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
 Residential	67,803	73,110	(5,307)	-7.3%	205,497	242,829	(37,332)	-15.4%
Commercial & Industrial	113,468	127,073	(13,606)	-10.7%	359,073	367,814	(8,741)	-2.4%
Total	181,271	200,183	(18,913)	-9.4%	564,569	610,643	(46,073)	-7.5%
Average Usage (kwh)								
Residential	714	769	(55)	-7.2%	2,166	2,556	(390)	-15.3%
Commercial & Industrial	7,674	8,594	(920)	-10.7%	24,318	24,874	(556)	-2.2%
Total	8,388	9,363	(975)	-10.4%	26,484	27,430	(946)	-3.4%

LP&L's T&D Performance: Reliability - December



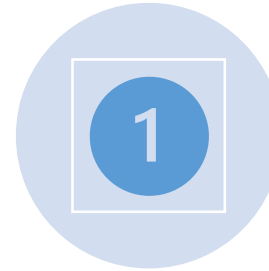
LP&L's Customer Service Performance: Market Operations - December



REPORT DAY:
2026-01-01



INSTALLED
METERS: 111,640



ONE DAY READ
RATE: 99.18



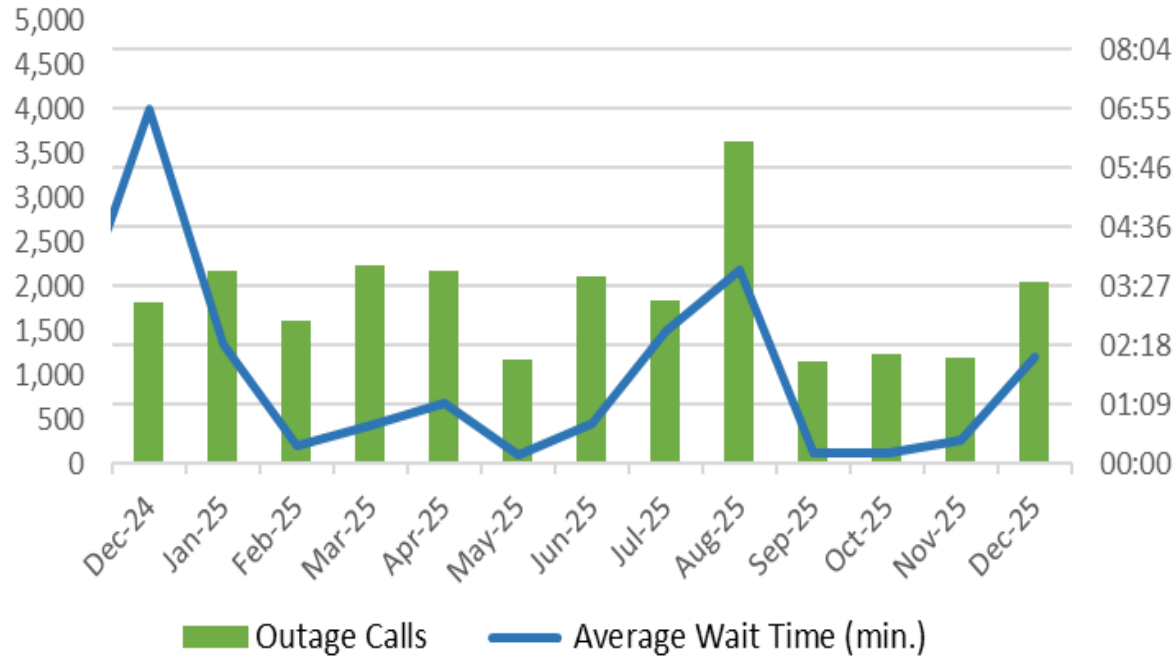
THREE DAY READ
RATE: 99.84

Culture of Zero

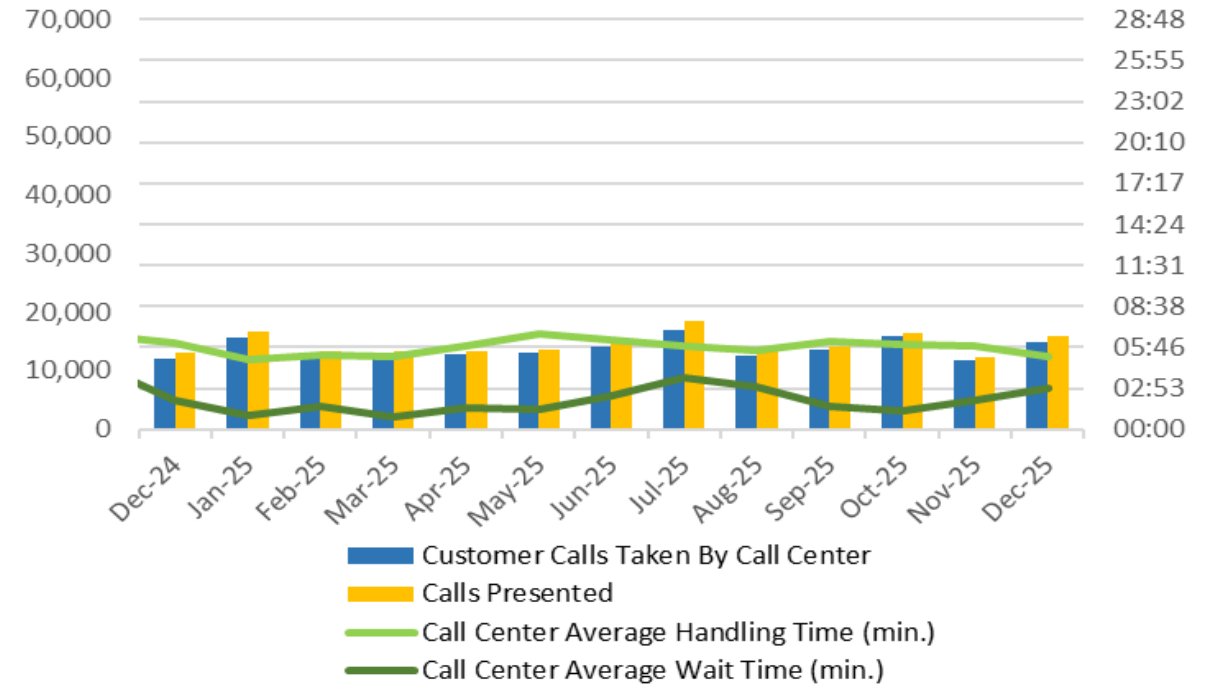
LP&L has adopted a mindset whereby Retail Electric Providers can count on us to deliver high value and accurate information. We will center our performance around attaining 0 (zero) REP complaints by systematically eliminating the leading indicators.

LP&L's Customer Service Performance: Call Activity - December

Outage Calls Activity



Call Center Activity



PUBLIC AFFAIRS UPDATE

State Legislature

- With the conclusion of the 89th Regular and Special Legislative Session, we are watching for the final Public Utility Commissioner to be appointed by the Governor.

Regulatory

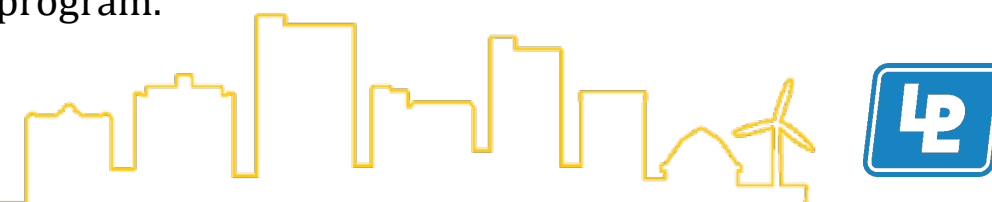
- Closely watching relevant TCOS filings, rulings, and court decisions. Beginning planning for the American Public Power Association (APPA) Legislative Roundup in February

Communication Updates

- Integrating LP&L's 110th anniversary into strategic outreach plan (commemorative logo, messaging pillars, content calendar)
- Planning ribbon cutting for the new Gwen C. Stafford Training Yard
- Designing safety campaign for February
- Continuing to create original content (Feel Good Fridays)

Opportunities

- Content and media outreach for training yard facility opening and new scholarships announcements
- Plenty Power strategy and assets (activity booklets, videos, etc.)
- Future communications on rates, debt reduction, and long-term CIP program.
- Additional Plugged In stories (business spotlights)



JANUARY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	31	1 CITY HOLIDAY New Years Day	2	3
4	5	6	7	8	9	10
11	12	13 City Council Meeting	14	15	16	17
18	19 CITY HOLIDAY MLK Day	20	21	22	23	24
25	26	27 City Council Meeting	28 EUB Meeting Ribbon Cutting at the Gwen C. Stafford Training Facility 2:00 PM	29	30	31

Homemade
GIFTS MADE EASY

Holidays and Observances: New Year's Day (1), Martin Luther King Jr. Day (19)

FEBRUARY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9 2026 Board Retreat - Buddy Holly Hall 10:30 AM	10 City Council Meeting	11	12	13	14
15	16	17 EUB Meeting	18	19	20	21
22	23 APPA Legislative Rally Washington, D.C.	24 City Council Meeting	25	26	27	28

Lubbock Power and Light
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Statements of Net Position
November 30, 2025

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ASSETS

Current assets:

Pooled cash and cash equivalents	102,217,040	103,570,770	(1,353,730)
Receivables, net	24,695,781	27,949,705	(3,253,924)
Interest receivable	-	703,562	(703,562)
Prepaid expenses	25,000	25,000	-
Inventories	4,080,309	3,478,707	601,602
Total current assets	131,018,130	135,727,744	(4,709,614)

Noncurrent assets:

Restricted investments	45,729,823	45,253,859	475,964
	45,729,823	45,253,859	475,964

Capital assets:

Construction in progress	9,020,416	4,151,515	4,868,901
Right of Use Asset-Leases	538,924	538,924	-
Right of Use Asset-SBITA	2,085,137	2,085,137	-
Production Plant	51,897,767	51,897,767	-
Transmission Plant	344,099,975	344,119,415	(19,440)
Distribution Plant	473,884,680	473,857,981	26,699
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	82,177,308	82,177,308	-
Less accumulated depreciation	(331,512,707)	(327,546,548)	(3,966,159)
Total capital assets	634,959,279	634,049,278	910,001
Total noncurrent assets	680,689,102	679,303,137	1,385,965

Total Assets

\$	811,707,232	\$	815,030,881	\$	(3,323,649)
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DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows from pensions	8,520,647	8,520,647	-
Deferred outflows from OPEB	1,916,331	1,916,331	-
Total Deferred Outflows of Resources	\$ 10,436,978	\$ 10,436,978	\$ -

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	November 2025	September 2025	Variance
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable	\$ 9,274,366	\$ 6,761,527	2,512,838
Accrued liabilities	3,301,947	4,309,809	(1,007,862)
Accrued interest payable	2,543,989	9,021,412	(6,477,423)
Unapplied cash	2,272,329	1,316,360	955,969
Compensated absences	2,503,513	2,503,513	-
Notes Payable	-	-	-
Bonds payable	20,135,000	20,135,000	-
Total current liabilities	40,031,144	44,047,621	(4,016,477)
Noncurrent liabilities:			
Compensated absences	2,910,624	2,910,624	-
Post employment benefits	17,138,397	17,138,397	-
Net pension obligation	17,063,369	17,063,369	-
Leases Payable	403,899	403,899	-
Bonds payable	482,332,988	482,332,988	-
Total noncurrent liabilities	519,849,278	519,849,278	-
 Total Liabilities	 \$ 559,880,422	 \$ 563,896,899	 \$ (4,016,477)
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Deferred charge on refunding	511	511	-
TMRS actual vs assumption	4,225,632	4,225,632	-
OPEB actual vs assumption	6,385,232	6,385,232	-
Total Deferred Inflows of Resources	\$ 10,611,375	\$ 10,611,375	\$ -
<u>NET POSITION</u>			
Net investment in capital assets	\$ 149,626,397	\$ 148,567,199	\$ 1,059,198
Restricted for:			
Debt Service	28,190,818	27,722,446	468,372
Unrestricted	73,835,199	74,669,941	(834,742)
 Total Net Position	 \$ 251,652,413	 \$ 250,959,586	 \$ 692,827

Lubbock Power and Light
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Statements of Net Position
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OPERATING REVENUES

	November 2025	November 2024	November 2025 FYTD	November 2024 FYTD
Distribution Revenue	\$ 10,114,151	\$ 9,492,219	\$ 20,161,088	\$ 20,444,388
TCOS Revenue	3,804,629	3,979,074	7,609,259	7,966,297
ERCOT Hold Harmless	(1,820,207)	(1,822,467)	(3,640,651)	(3,645,350)
Provision for bad debts	5,781	86,029	14,482	177,539
Total Operating Revenues	12,104,353	11,734,855	24,144,178	24,942,874

OPERATING EXPENSES

Personal services	2,598,938	3,376,373	5,452,659	5,362,373
Supplies	157,146	192,449	297,868	302,413
Maintenance	280,083	367,655	605,603	812,537
Transmission Costs	3,677,093	3,297,715	7,333,069	6,630,730
Other services and charges	548,935	811,194	1,025,034	2,174,494
Depreciation and amortization	1,983,043	2,146,904	3,966,159	4,294,712
Total Operating Expenses	9,245,237	10,192,290	18,680,392	19,577,260

Operating income	2,859,117	1,542,566	5,463,785	5,365,615
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NON-OPERATING REVENUES (EXPENSES)

Interest income	478,466	629,286	991,964	1,284,692
Disposition of assets	1,931	4,111	1,931	16,656
Miscellaneous	(1,201,307)	(1,386,965)	(2,635,123)	(5,088,078)
Interest expense on bonds	(1,655,209)	(1,766,728)	(3,311,468)	(3,534,656)
Total Non-Operating Revenues (Expenses)	(2,376,119)	(2,520,296)	(4,952,696)	(7,321,386)

Income(Expenses) before contributions and transfers	482,998	(977,730)	511,089	(1,955,772)
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Transfers (In)	90,869	90,411	181,739	180,822
Transfers (Out)	-	(263,278)	-	(526,557)
Transfers, net	90,869	(172,867)	181,739	(345,735)

Change in Net Position	\$ 573,868	\$ (1,150,598)	\$ 692,827	\$ (2,301,506)
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Net Position - beginning			\$ 250,959,585	\$ 235,592,974
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Net position, ending			<u>\$ 251,652,412</u>	<u>\$ 233,291,468</u>
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Lubbock Power and Light
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	November 2025	November 2025 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 10,642,749	\$ 27,398,102
Payments to suppliers	(1,656,098)	(7,402,231)
Payments to employees	(2,598,939)	(5,452,659)
Other receipts (payments)	(1,201,307)	(2,635,123)
Net cash provided (used) by operating activities	<u>5,186,405</u>	<u>11,908,090</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	90,869	181,739
Transfers out to other funds	-	-
Net cash provided (used) by noncapital and related financing activities	<u>90,869</u>	<u>181,739</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(2,634,562)	(4,876,161)
Sale of capital assets	1,931	1,931
Principal paid on bonds	-	-
Issuance of bonds	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	-	(9,788,891)
Net cash provided (used) for capital and related financing activities	<u>(2,632,631)</u>	<u>(14,663,120)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale (Purchase) of investments	(179,109)	(475,964)
Interest earnings on cash and investments	478,466	1,695,526
Net cash provided (used) by investing activities	<u>299,357</u>	<u>1,219,562</u>
Net increase (decrease) in cash and cash equivalents	2,944,001	(1,353,730)
Cash and cash equivalents - beginning of period	99,273,039	103,570,770
Cash and cash equivalents - end of period	<u><u>102,217,040</u></u>	<u><u>102,217,040</u></u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	2,859,117	5,463,785
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,983,043	3,966,159
Other income (expense)	(1,201,307)	(2,635,123)
Change in current assets and liabilities:		
Accounts receivable	(1,461,605)	3,253,924
Inventory	184,112	(601,602)
Accounts payable	1,717,153	2,512,838
Accrued liabilities	(10,656)	(1,007,862)
Customer deposits	1,116,549	955,969
Compensated absences and retirement benefits	(1)	-
Net cash provided (used) by operating activities	<u>5,186,406</u>	<u>11,908,089</u>

	FYTD Nov 2025	Annual Budget	Variance	% of Budget Realized
FUNDING SOURCES				
Interest earnings	\$ 991,964	\$ 1,635,150	\$ (643,186)	60.66%
Rentals and recoveries	-	192,316	(192,316)	0.00%
Sale of equipment/recycle scrap	1,931	172,318	(170,387)	1.12%
Metered Revenues				
Uncollectable Metered Revenues	14,482	-	14,482	0.00%
Distribution System Revenue	17,203,813	129,543,205	(112,339,392)	13.28%
Franchise Fee Equivalent	1,971,936	15,308,759	(13,336,823)	12.88%
Transmission Cost of Service (TCOS)	7,609,259	44,436,858	(36,827,599)	17.12%
ERCOT Hold Harmless Payment	(3,640,651)	(22,000,000)	18,359,349	16.55%
Fees and charges	442,598	1,800,000	(1,357,402)	24.59%
Outside work orders	542,741	701,470	(158,729)	77.37%
Miscellaneous	8,917	-	8,917	0.00%
Transfer from Other Funds	181,739	1,090,428	(908,690)	16.67%
TOTAL FUNDING SOURCES	\$ 25,328,729	\$ 172,880,505	\$ (147,551,776)	14.65%
COST CENTER EXPENSES				
Administration				
7111 - Administration	\$ 617,310	\$ 3,945,740	\$ (3,328,430)	15.64%
7112 - Regulatory Compliance	133,070	1,053,362	(920,292)	12.63%
7113 - Legal	208,396	1,367,656	(1,159,260)	15.24%
7211 - Conservation & Education	80,316	727,744	(647,428)	11.04%
Purchased Power				
7315 - Purchased Power	7,333,069	41,619,219	(34,286,150)	17.62%
Production				
7311 - Operations	274,729	1,818,469	(1,543,740)	15.11%
Distribution				
7411 - Supervision & Engineering	267,267	1,385,360	(1,118,093)	19.29%
7412 - Underground Lines	641,751	3,889,633	(3,247,882)	16.50%
7413 - Overhead Lines	963,110	5,417,294	(4,454,184)	17.78%
7414 - Load Dispatching	382,786	2,266,118	(1,883,332)	16.89%
7415 - Customer Service	784,534	5,006,058	(4,221,524)	15.67%
7416 - GIS	159,387	1,048,360	(888,973)	15.20%
7417 - Substations	417,907	2,294,392	(1,876,485)	18.21%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	202,243	1,041,467	(839,224)	19.42%
7421 - Street Lights	378,046	2,425,589	(2,047,543)	15.59%
Transmission				
7611 - Supervision & Engineering	196,137	1,463,884	(1,267,747)	13.40%
7613 - Overhead Lines	238,498	1,554,088	(1,315,590)	15.35%
7614 - Load Dispatching	285,387	2,148,314	(1,862,927)	13.28%
7617 - Substations	203,385	1,244,187	(1,040,802)	16.35%
Customer Service				
7511 - Performance Improvement	82,343	598,105	(515,762)	13.77%
7512 - Customer Information Systems	685,072	7,013,083	(6,328,011)	9.77%
7513 - Market Operations Group	238,353	1,717,845	(1,479,492)	13.88%
7514 - Customer Service	605,343	3,483,661	(2,878,318)	17.38%
7515 - Collections	496,890	3,074,161	(2,577,271)	16.16%
Reimbursement - City utilities & credit cards	(1,222,056)	(7,332,336)	6,110,280	16.67%
TOTAL COST CENTER EXPENSES	\$ 14,653,273	\$ 90,271,453	\$ (75,618,180)	16.23%
FUND LEVEL EXPENSES				
Debt service	\$ 9,788,891	\$ 40,036,381	\$ (30,247,490)	24.45%
Transfers:				
Indirect cost allocation	-	1,995,493	(1,995,493)	0.00%
Payment in lieu of property tax	568,180	3,841,551	(3,273,371)	14.79%
Payment in lieu of franchise fee	1,971,936	15,308,759	(13,336,823)	12.88%
Cash funded electric capital	-	26,542,167	(26,542,167)	0.00%
Transfer to Debt Service for General Fund	-	1,140,403	(1,140,403)	0.00%
Miscellaneous Expense	103,922	65,000	38,922	159.88%
TOTAL FUND LEVEL EXPENSES	\$ 12,432,928	\$ 88,929,754	\$ (76,496,826)	13.98%
TOTAL BUDGET				
	\$ 27,086,200	\$ 179,201,207	\$ (152,115,007)	15.11%
Budget surplus/(deficit)	\$ (1,757,472)	\$ (6,320,702)	\$ 4,563,230	

LP&L Funds
Finance Department
Budget Comparison
As of November 30, 2025

Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<u>ADMINISTRATION</u>							
ADMINISTRATION							
COMPENSATION	\$ 187,688	\$ 168,528	\$ 356,216	\$ 2,155,567	\$ 1,799,351	16.53	83.47
BENEFITS	70,888	61,730	132,618	845,767	713,149	15.68	84.32
SUPPLIES	2,072	3,150	5,222	40,950	35,728	12.75	87.25
MAINTENANCE	2,408	27,734	30,142	38,666	8,524	77.95	22.05
PROF. SERVICES/TRAINING	17,653	42,159	59,812	661,000	601,188	9.05	90.95
OTHER CHARGES	1,804	1,099	2,903	17,500	14,597	16.59	83.41
SCHEDULED CHARGES	16,438	13,960	30,397	186,290	155,893	16.32	83.68
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 298,951	\$ 318,359	\$ 617,310	\$ 3,945,740	\$ 3,328,430	15.64	84.36
REGULATORY COMPLIANCE							
COMPENSATION	\$ 29,225	\$ 29,063	\$ 58,287	\$ 410,546	\$ 352,259	14.20	85.80
BENEFITS	12,008	11,403	23,411	132,939	109,529	17.61	82.39
SUPPLIES	811	257	1,068	7,700	6,632	13.86	86.14
MAINTENANCE	145	174	319	4,414	4,095	7.23	92.77
PROF. SERVICES/TRAINING	6,131	32,372	38,503	429,218	390,715	8.97	91.03
OTHER CHARGES	19	16	35	200	165	17.42	82.58
SCHEDULED CHARGES	5,884	5,564	11,448	68,345	56,897	16.75	83.25
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 54,222	\$ 78,848	\$ 133,070	\$ 1,053,362	\$ 920,292	12.63	87.37
LEGAL							
COMPENSATION	\$ 45,311	\$ 26,913	\$ 72,224	\$ 427,109	\$ 354,885	16.91	83.09
BENEFITS	14,345	7,821	22,167	152,422	130,255	14.54	85.46
SUPPLIES	-	521	521	680	159	76.55	23.45
MAINTENANCE	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	19,914	87,336	107,250	747,173	639,923	14.35	85.65
OTHER CHARGES	30	30	60	3,500	3,440	1.71	98.29
SCHEDULED CHARGES	3,236	2,939	6,174	36,772	30,598	16.79	83.21
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 82,836	\$ 125,560	\$ 208,396	\$ 1,367,656	\$ 1,159,260	15.24	84.76
CONSERVATION & EDUCATION							
COMPENSATION	\$ 19,288	\$ 17,407	\$ 36,695	\$ 211,438	\$ 174,743	17.36	82.64
BENEFITS	6,750	6,039	12,789	90,086	77,297	14.20	85.80
SUPPLIES	581	208	789	1,950	1,161	40.47	59.53
MAINTENANCE	-	-	-	1,500	1,500	-	100.00
PROF. SERVICES/TRAINING	14,251	15,002	29,253	416,300	387,047	7.03	92.97
OTHER CHARGES	154	-	154	2,500	2,346	6.15	93.85
SCHEDULED CHARGES	355	281	636	3,970	3,334	16.02	83.98
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 41,378	\$ 38,938	\$ 80,316	\$ 727,744	\$ 647,428	11.04	88.96

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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<u>PRODUCTION</u>							
OPERATIONS							
COMPENSATION	\$ 34,169	\$ 32,412	\$ 66,581	\$ 503,336	\$ 436,755	13.23	86.77
BENEFITS	13,820	12,805	26,625	161,540	134,915	16.48	83.52
SUPPLIES	1,107	1,439	2,566	29,350	26,784	8.74	91.26
MAINTENANCE	2,905	3,003	5,908	36,778	30,870	16.06	83.94
PROF. SERVICES/TRAINING	755	12,034	12,789	13,700	911	93.35	6.65
OTHER CHARGES	59	1,035	1,094	-	(1,094)	-	-
SCHEDULED CHARGES	79,680	79,486	159,166	1,073,765	914,599	14.82	85.18
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 132,495	\$ 142,234	\$ 274,729	\$ 1,818,469	\$ 1,543,740	15.11	84.89
PURCHASED POWER							
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-
SUPPLIES	3,655,976	3,677,093	7,333,069	41,619,219	34,286,150	17.62	82.38
MAINTENANCE	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 3,655,976	\$ 3,677,093	\$ 7,333,069	\$ 41,619,219	\$ 34,286,150	17.62	82.38
<u>DISTRIBUTION</u>							
DISTRIBUTION SUPERVISION & ENGINEERING							
COMPENSATION	\$ 69,743	\$ 60,988	\$ 130,731	\$ 608,788	\$ 478,057	21.47	78.53
BENEFITS	27,434	24,760	52,194	263,447	211,253	19.81	80.19
SUPPLIES	2,732	1,645	4,377	26,289	21,912	16.65	83.35
MAINTENANCE	493	752	1,245	14,656	13,411	8.49	91.51
PROF. SERVICES/TRAINING	17,872	2,314	20,186	122,158	101,972	16.52	83.48
OTHER CHARGES	498	37	535	4,295	3,760	12.47	87.53
SCHEDULED CHARGES	29,555	28,444	57,999	345,727	287,728	16.78	83.22
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 148,327	\$ 118,940	\$ 267,267	\$ 1,385,360	\$ 1,118,093	19.29	80.71
DISTRIBUTION UNDERGROUND LINES							
COMPENSATION	\$ 119,160	\$ 134,889	\$ 254,050	\$ 1,607,677	\$ 1,353,627	15.80	84.20
BENEFITS	51,034	55,864	106,898	618,378	511,480	17.29	82.71
SUPPLIES	30,120	49,534	79,653	322,500	242,847	24.70	75.30
MAINTENANCE	84,211	69,203	153,414	925,793	772,379	16.57	83.43
PROF. SERVICES/TRAINING	6,911	6,886	13,798	91,620	77,822	15.06	84.94
OTHER CHARGES	382	326	707	3,500	2,793	20.21	79.79
SCHEDULED CHARGES	17,028	16,202	33,230	320,165	286,935	10.38	89.62
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 308,847	\$ 332,904	\$ 641,751	\$ 3,889,633	\$ 3,247,882	16.50	83.50

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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION OVERHEAD LINES							
COMPENSATION	\$ 238,417	\$ 212,905	\$ 451,322	\$ 2,415,035	\$ 1,963,713	18.69	81.31
BENEFITS	94,293	86,277	180,571	969,157	788,586	18.63	81.37
SUPPLIES	43,643	37,321	80,964	360,870	279,906	22.44	77.56
MAINTENANCE	107,559	60,970	168,529	1,151,883	983,354	14.63	85.37
PROF. SERVICES/TRAINING	22,859	12,858	35,717	249,916	214,199	14.29	85.71
OTHER CHARGES	831	461	1,292	3,000	1,708	43.07	56.93
SCHEDULED CHARGES	22,780	21,934	44,714	267,433	222,719	16.72	83.28
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 530,383	\$ 432,727	\$ 963,110	\$ 5,417,294	\$ 4,454,184	17.78	82.22
DISTRIBUTION LOAD DISPATCHING							
COMPENSATION	\$ 107,590	\$ 124,381	\$ 231,971	\$ 1,152,957	\$ 920,986	20.12	79.88
BENEFITS	39,703	41,968	81,671	452,865	371,194	18.03	81.97
SUPPLIES	2,080	653	2,733	15,400	12,667	17.75	82.25
MAINTENANCE	4,565	1,175	5,741	62,322	56,581	9.21	90.79
PROF. SERVICES/TRAINING	20,253	21,590	41,843	465,000	423,157	9.00	91.00
OTHER CHARGES	458	323	782	11,450	10,668	6.83	93.17
SCHEDULED CHARGES	9,598	8,448	18,045	106,124	88,079	17.00	83.00
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 184,248	\$ 198,539	\$ 382,786	\$ 2,266,118	\$ 1,883,332	16.89	83.11
DISTRIBUTION CUSTOMER SERVICE							
COMPENSATION	\$ 175,366	\$ 146,629	\$ 321,996	\$ 1,891,809	\$ 1,569,813	17.02	82.98
BENEFITS	68,190	57,505	125,695	750,953	625,258	16.74	83.26
SUPPLIES	16,647	23,031	39,678	180,020	140,342	22.04	77.96
MAINTENANCE	51,496	10,107	61,603	285,881	224,278	21.55	78.45
PROF. SERVICES/TRAINING	1,329	3,168	4,496	33,500	29,004	13.42	86.58
OTHER CHARGES	98,144	74,528	172,671	1,405,100	1,232,429	12.29	87.71
SCHEDULED CHARGES	30,245	28,151	58,396	458,795	400,399	12.73	87.27
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 441,416	\$ 343,119	\$ 784,534	\$ 5,006,058	\$ 4,221,524	15.67	84.33
LP&L GIS							
COMPENSATION	\$ 52,662	\$ 47,934	\$ 100,596	\$ 532,043	\$ 431,447	18.91	81.09
BENEFITS	24,270	21,210	45,480	234,081	188,601	19.43	80.57
SUPPLIES	417	764	1,181	15,385	14,205	7.67	92.33
MAINTENANCE	267	19	286	6,500	6,214	4.40	95.60
PROF. SERVICES/TRAINING	2,418	1,789	4,207	213,685	209,478	1.97	98.03
OTHER CHARGES	318	126	443	3,800	3,357	11.67	88.33
SCHEDULED CHARGES	3,788	3,407	7,194	42,867	35,673	16.78	83.22
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 84,139	\$ 75,248	\$ 159,387	\$ 1,048,361	\$ 888,973	15.20	84.80

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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION SUBSTATION							
COMPENSATION	\$ 80,166	\$ 61,570	\$ 141,736	\$ 771,471	\$ 629,735	18.37	81.63
BENEFITS	29,956	22,992	52,949	310,263	257,314	17.07	82.93
SUPPLIES	5,845	12,541	18,386	109,155	90,769	16.84	83.16
MAINTENANCE	4,260	7,617	11,877	110,039	98,162	10.79	89.21
PROF. SERVICES/TRAINING	6,142	1,309	7,451	94,781	87,330	7.86	92.14
OTHER CHARGES	46,824	56	46,880	66,575	19,695	70.42	29.58
SCHEDULED CHARGES	70,050	68,578	138,628	832,108	693,480	16.66	83.34
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 243,243	\$ 174,664	\$ 417,907	\$ 2,294,392	\$ 1,876,485	18.21	81.79
DISTRIBUTION METER SHOP							
COMPENSATION	\$ 60,345	\$ 58,016	\$ 118,361	\$ 568,211	\$ 449,850	20.83	79.17
BENEFITS	24,959	23,164	48,124	236,968	188,844	20.31	79.69
SUPPLIES	13,058	1,874	14,933	67,920	52,987	21.99	78.01
MAINTENANCE	517	3,126	3,643	28,312	24,669	12.87	87.13
PROF. SERVICES/TRAINING	2,814	140	2,954	50,490	47,536	5.85	94.15
OTHER CHARGES	318	87	406	3,900	3,494	10.40	89.60
SCHEDULED CHARGES	7,174	6,650	13,823	85,666	71,843	16.14	83.86
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 109,186	\$ 93,057	\$ 202,243	\$ 1,041,467	\$ 839,224	19.42	80.58
DISTRIBUTION STREET LIGHTS							
COMPENSATION	\$ 69,690	\$ 58,531	\$ 128,221	\$ 855,566	\$ 727,345	14.99	85.01
BENEFITS	30,217	24,724	54,941	392,965	338,024	13.98	86.02
SUPPLIES	7,862	15,854	23,716	112,100	88,384	21.16	78.84
MAINTENANCE	57,539	89,862	147,402	903,404	756,002	16.32	83.68
PROF. SERVICES/TRAINING	415	496	911	25,377	24,466	3.59	96.41
OTHER CHARGES	476	34	511	1,500	989	34.04	65.96
SCHEDULED CHARGES	11,400	10,945	22,345	134,677	112,332	16.59	83.41
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 177,600	\$ 200,446	\$ 378,046	\$ 2,425,589	\$ 2,047,543	15.59	84.41
TRANSMISSION							
TRANSMISSION SUPERVISION & ENGINEERING							
COMPENSATION	\$ 56,650	\$ 53,412	\$ 110,062	\$ 562,176	\$ 452,114	19.58	80.42
BENEFITS	22,257	20,820	43,077	222,397	179,320	19.37	80.63
SUPPLIES	372	337	710	10,375	9,665	6.84	93.16
MAINTENANCE	23	46	69	3,500	3,431	1.97	98.03
PROF. SERVICES/TRAINING	2,116	5,644	7,760	501,639	493,879	1.55	98.45
OTHER CHARGES	470	367	837	5,750	4,913	14.55	85.45
SCHEDULED CHARGES	13,316	13,046	26,362	158,047	131,685	16.68	83.32
CAPITAL OUTLAY	-	7,260	7,260	-	(7,260)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 95,205	\$ 100,932	\$ 196,137	\$ 1,463,884	\$ 1,267,747	13.40	86.60

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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
TRANSMISSION OVERHEAD LINES							
COMPENSATION	\$ 80,769	\$ 70,956	\$ 151,726	\$ 765,384	\$ 613,658	19.82	80.18
BENEFITS	28,441	25,339	53,780	307,120	253,340	17.51	82.49
SUPPLIES	8,075	4,414	12,489	100,650	88,161	12.41	87.59
MAINTENANCE	3,862	2,892	6,754	100,696	93,942	6.71	93.29
PROF. SERVICES/TRAINING	1,484	1,931	3,415	222,341	218,926	1.54	98.46
OTHER CHARGES	287	193	480	-	(480)	-	-
SCHEDULED CHARGES	5,155	4,700	9,855	57,897	48,042	17.02	82.98
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 128,075	\$ 110,424	\$ 238,498	\$ 1,554,088	\$ 1,315,590	15.35	84.65
TRANSMISSION LOAD DISPATCHING							
COMPENSATION	\$ 78,357	\$ 68,794	\$ 147,151	\$ 1,095,336	\$ 948,185	13.43	86.57
BENEFITS	28,891	25,337	54,228	435,736	381,508	12.45	87.55
SUPPLIES	1,027	276	1,302	13,950	12,648	9.34	90.66
MAINTENANCE	2,778	773	3,551	7,742	4,191	45.87	54.13
PROF. SERVICES/TRAINING	27,924	46,233	74,157	565,000	490,843	13.13	86.87
OTHER CHARGES	426	323	749	10,650	9,901	7.03	92.97
SCHEDULED CHARGES	2,590	1,658	4,249	19,900	15,651	21.35	78.65
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 141,994	\$ 143,393	\$ 285,387	\$ 2,148,314	\$ 1,862,927	13.28	86.72
TRANSMISSION SUBSTATION							
COMPENSATION	\$ 54,876	\$ 55,061	\$ 109,936	\$ 726,624	\$ 616,688	15.13	84.87
BENEFITS	21,218	21,206	42,424	294,388	251,964	14.41	85.59
SUPPLIES	300	664	964	36,150	35,186	2.67	97.33
MAINTENANCE	65	387	452	55,000	54,548	0.82	99.18
PROF. SERVICES/TRAINING	2,217	701	2,918	66,050	63,132	4.42	95.58
OTHER CHARGES	46,647	44	46,691	65,975	19,284	70.77	29.23
SCHEDULED CHARGES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 125,323	\$ 78,062	\$ 203,385	\$ 1,244,187	\$ 1,040,802	16.35	83.65
CUSTOMER SERVICE							
PERFORMANCE IMPROVEMENT							
COMPENSATION	\$ 30,416	\$ 22,663	\$ 53,079	\$ 384,356	\$ 331,277	13.81	86.19
BENEFITS	12,013	8,937	20,950	169,601	148,651	12.35	87.65
SUPPLIES	-	49	49	5,500	5,451	0.90	99.10
MAINTENANCE	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	2,749	1,574	4,323	15,000	10,677	28.82	71.18
OTHER CHARGES	-	-	-	-	-	-	-
SCHEDULED CHARGES	1,971	1,971	3,941	23,648	19,707	16.67	83.33
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 47,149	\$ 35,194	\$ 82,343	\$ 598,105	\$ 515,762	14	86.23

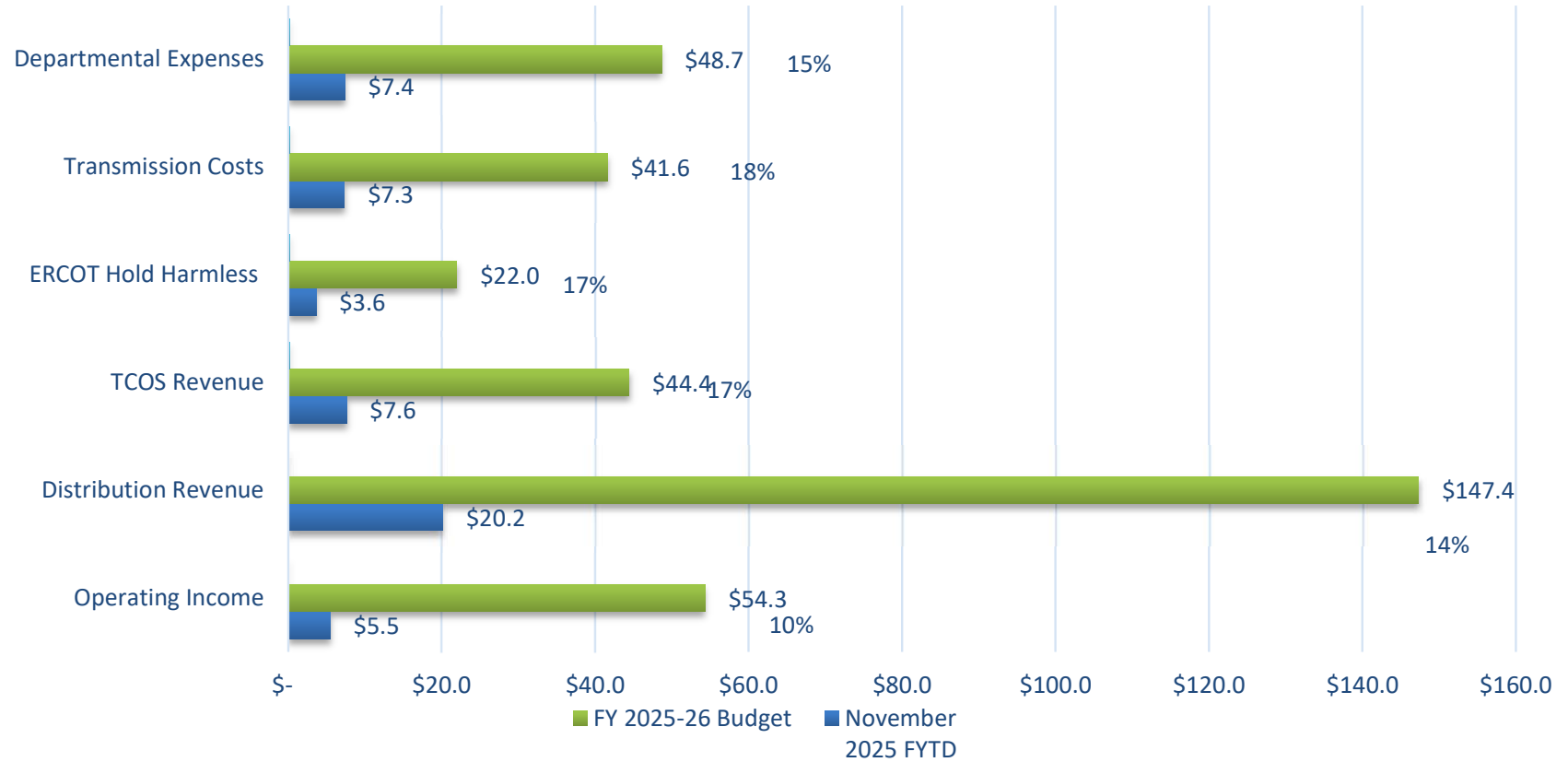
LP&L Funds
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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
CUSTOMER INFORMATION SYSTEMS							
COMPENSATION	\$ 72,169	\$ 69,597	\$ 141,766	\$ 978,220	\$ 836,454	14.49	85.51
BENEFITS	33,520	31,192	64,712	462,644	397,932	13.99	86.01
SUPPLIES	894	452	1,346	6,150	4,804	21.88	78.12
MAINTENANCE	1,282	1,151	2,432	12,422	9,990	19.58	80.42
PROF. SERVICES/TRAINING	169,019	119,868	288,887	4,578,205	4,289,318	6.31	93.69
OTHER CHARGES	1,074	3,203	4,277	-	(4,277)	-	-
SCHEDULED CHARGES	91,074	90,578	181,652	975,442	793,790	18.62	81.38
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 369,031	\$ 316,041	\$ 685,072	\$ 7,013,083	\$ 6,328,011	9.77	90.23
MARKET OPERATIONS GROUP							
COMPENSATION	\$ 58,590	\$ 53,397	\$ 111,987	\$ 693,796	\$ 581,809	16.14	83.86
BENEFITS	29,052	25,988	55,041	327,221	272,180	17	83.18
SUPPLIES	206	262	469	3,450	2,982	14	86.42
MAINTENANCE	224	105	329	-	(329)	-	-
PROF. SERVICES/TRAINING	8,589	56,886	65,475	662,210	596,735	10	90.11
OTHER CHARGES	-	-	-	1,000	1,000	-	100.00
SCHEDULED CHARGES	2,725	2,328	5,053	30,168	25,115	17	83.25
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 99,387	\$ 138,966	\$ 238,353	\$ 1,717,845	\$ 1,479,492	13.88	86.12
CUSTOMER SERVICE							
COMPENSATION	126,245	109,533	\$ 235,778	\$ 1,778,170	\$ 1,542,392	13.26	86.74
BENEFITS	82,959	70,492	153,451	1,023,017	869,566	15.00	85.00
SUPPLIES	1,020	791	1,811	15,600	13,789	11.61	88.39
MAINTENANCE	818	388	1,207	2,600	1,393	46.40	53.60
PROF. SERVICES/TRAINING	6,875	99,246	106,121	38,050	(68,071)	278.90	(178.90)
OTHER CHARGES	1,166	1,661	2,827	-	(2,827)	-	-
SCHEDULED CHARGES	52,197	51,952	104,149	626,224	522,075	16.63	83.37
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 271,280	\$ 334,063	\$ 605,343	\$ 3,483,661	\$ 2,878,318	17.38	82.62
REVENUE MANAGEMENT							
COMPENSATION	150,046	144,227	\$ 294,273	\$ 1,805,370	\$ 1,511,097	16.30	83.70
BENEFITS	82,237	75,632	157,869	1,010,852	852,983	15.62	84.38
SUPPLIES	1,623	1,090	2,713	14,200	11,487	19.11	80.89
MAINTENANCE	101	599	701	1,656	955	42.30	57.70
PROF. SERVICES/TRAINING	8,284	8,224	16,508	124,950	108,442	13.21	86.79
OTHER CHARGES	1,681	2,133	3,814	-	(3,814)	-	-
SCHEDULED CHARGES	11,430	9,582	21,012	117,133	96,121	17.94	82.06
CAPITAL OUTLAY	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 255,403	\$ 241,487	\$ 496,890	\$ 3,074,161	\$ 2,577,271	16.16	83.84

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Description	October-25	November-25	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<u>LP&L FUND OPERATING EXPENSES</u>							
COMPENSATION	1,996,941	1,827,807	\$ 3,824,748	\$ 22,900,985	19,076,237	16.70	83.30
BENEFITS	848,456	763,206	1,611,662	9,864,807	8,253,145	16.34	83.66
SUPPLIES	3,796,468	3,834,238	7,630,707	43,115,513	35,484,806	17.70	82.30
MAINTENANCE	325,520	280,083	605,603	3,753,764	3,148,161	16.13	83.87
PROF. SERVICES/TRAINING	368,975	579,760	948,735	10,387,363	9,438,628	9.13	90.87
OTHER CHARGES	202,065	86,081	288,146	1,610,195	1,322,049	17.90	82.10
SCHEDULED CHARGES	487,668	470,801	958,469	5,971,163	5,012,694	16.05	83.95
CAPITAL OUTLAY	-	7,260	7,260	-	(7,260)	-	-
TOTAL EXPENDITURES	\$ 8,026,093	\$ 7,849,236	\$ 15,875,329	\$ 97,603,790	\$ 81,728,461	16.27	83.73

Budget vs Actuals (in millions)



**Lubbock Power and Light
Capital Program - Unaudited
Management Report
November 30, 2025**

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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 804,419	\$ -	\$ 1,546,443	65.78	34.22
8626 Distribution Planning	480,000	379,967	-	100,033	20.84	79.16
8688 Smart Meter Texas Integration	774,520	671,583	7,345	95,593	12.34	87.66
8707 Substation Arcflash Study	450,000	213,015	229,771	7,214	1.60	98.40
8711 Learning Management System	68,000	-	-	68,000	100.00	-
92331 Fiber optic Communications	2,965,000	1,306,112	-	1,658,888	55.95	44.05
92484 Substation Upgrades	5,335,000	4,106,775	-	1,228,225	23.02	76.98
92537 GIS Software Upgrades and Interfaces	5,752,000	1,634,960	284,400	3,832,640	66.63	33.37
92605 Operations System Upgrades	4,765,000	2,021,696	235,268	2,508,037	52.63	47.37
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,487,755	3,553	1,552,192	51.00	49.00
92684 FY 2020-24 Distribution Transformers	18,275,000	12,784,988	1,256,269	4,233,743	23.17	76.83
92685 FY 2020-24 Distribution System Upgrade	21,085,000	13,885,995	1,381,405	5,817,600	27.59	72.41
92686 FY 2020-24 Overhead Lines	12,690,500	10,752,938	-	1,937,562	15.27	84.73
92687 FY 2020-24 Street Lights	5,727,100	4,472,343	-	1,254,757	21.91	78.09
92688 FY 2020-24 Underground Distribution	20,744,916	16,933,809	-	3,811,108	18.37	81.63
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	22,129,705	589,800	1,161,632	4.86	95.14
92733 DNV-GL Cascade Upgrades	255,000	236,228	13,000	5,772	2.26	97.74
92788 4kV Distribution Conversion	7,973,273	3,489,583	-	4,483,690	56.23	43.77
92789 NERC Security for Substation	600,000	1,638	328,254	270,108	45.02	54.98
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71	33.29
92791 UCSC Expansion	138,000	80,591	-	57,409	41.60	58.40
92829 Work Order System	500,000	-	-	500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	720,381	5,008,737	4,610,882	44.59	55.41
92836 Overhead/Underground Training Facility	995,000	482,192	194,424	318,384	32.00	68.00
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98	99.02
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00	-
92934 FY 2025-26 Vehicles and Equipment	1,743,000	-	671,047	1,071,953	61.50	38.50
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00	-
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00	-
92939 West Loop - 115 kV Line Reconnector - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00	-
92941 Texas Tech Feeders	2,500,000	87,993	-	2,412,007	96.48	3.52
92942 Substation Rebuild - Posey T2 Replacement	9,500,000	-	-	9,500,000	100.00	-
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00	-
	\$ 222,133,808	\$ 101,085,276	\$ 10,228,674	\$ 110,819,859	49.89	50.11

Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 804,419	\$ -	\$ 1,546,443	65.78
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
8711 Learning Management System	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	1,306,112	-	1,293,888	49.76
92484 Substation Upgrades	5,335,000	4,106,775	-	1,228,225	23.02
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	157,916	157,916	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	1,654,273	-	-	-
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	5,570,000	720,381	4,849,619	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92891 FY 2024-25 Vehicles & Equipment	-	-	-	-	-
92916 115kV Substation- Iola	-	-	-	-	-
92934 FY 2025-26 Vehicles and Equipment	-	-	-	-	-
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00
92939 West Loop - 115 kV Line Reconnector - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00
92941 Texas Tech Feeders	-	-	-	-	-
92942 Substation Rebuild - Posey T2 Replacement	8,465,890	-	-	8,465,890	100.00
92951 Citizens Tower 5th Floor Renovation	-	-	-	-	-
	\$ 96,762,078	\$ 27,981,013	\$ 4,849,619	\$ 63,931,446	66.07

Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	480,000	379,967	-	100,033	20.84
8688 Smart Meter Texas Integration	774,520	671,583	7,345	95,593	12.34
8707 Substation Arcflash Study	450,000	213,015	229,771	7,214	1.60
8711 Learning Management System	68,000	-	-	68,000	100.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	4,537,000	419,960	284,400	3,832,640	84.48
92605 Operations System Upgrades	4,765,000	2,021,696	235,268	2,508,037	52.63
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,487,755	3,553	1,552,192	51.00
92684 FY 2020-24 Distribution Transformers	17,075,000	11,584,988	1,256,269	4,233,743	24.79
92685 FY 2020-24 Distribution System Upgrade	21,085,000	13,885,995	1,381,405	5,817,600	27.59
92686 FY 2020-24 Overhead Lines	12,690,500	10,752,938	-	1,937,562	15.27
92687 FY 2020-24 Street Lights	5,727,100	4,472,343	-	1,254,757	21.91
92688 FY 2020-24 Underground Distribution	20,587,000	16,775,892	-	3,811,108	18.51
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	5,313,568	589,800	1,161,632	16.44
92733 DNV-GL Cascade Upgrades	255,000	236,228	13,000	5,772	2.26
92788 4kV Distribution Conversion	6,319,000	1,835,310	-	4,483,690	70.96
92789 NERC Security for Substation	600,000	1,638	328,254	270,108	45.02
92790 Security Upgrade for Hill Building	290,000	71,154	25,402	193,445	66.71
92791 UCSC Expansion	138,000	80,591	-	57,409	41.60
92829 Work Order System	500,000	-	-	500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	159,118	4,610,882	96.66
92836 Overhead/Underground Training Facility	995,000	482,192	194,424	318,384	32.00
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00
92934 FY 2025-26 Vehicles and Equipment	1,743,000	-	671,047	1,071,953	61.50
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	-	-	-	-	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	-	-	-	-	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	-	-	-	-	-
92938 345kV-115kV Substation- Alcove	-	-	-	-	-
92939 West Loop - 115 kV Line Reconductor - Thompson – Vicksburg	-	-	-	-	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	-	-	-	-	-
92941 Texas Tech Feeders	2,500,000	87,993	-	2,412,007	96.48
92942 Substation Rebuild - Posey T2 Replacement	1,034,110	-	-	1,034,110	100.00
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00
	\$ 125,371,730	\$ 73,104,263	\$ 5,379,055	\$ 46,888,413	37.40

7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment
2025- December Order

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21115341	Anixter Inc	12/1/2025	\$9,019.20	Pole Stabilizer	Warehouse
21115342	KBS	12/1/2025	\$36,587.58	Riser pole Arrester, 40FT CL 4 Creosole-Treated Pol, Wedge Tap Connector, 5' Double Dead End 25 KV Disconnect Switch, 20In Disc Anchor, 1" x	Warehouse
21115343	Techline Inc	12/1/2025	\$16,297.50	10' T.E. Anchor	Warehouse
21115348	KBS	12/3/2025	\$4,638.00	3 Phase Mounting Bracket	Warehouse
21115349	Anixter Inc	12/3/2025	\$27,882.40	Pole Stabilizer, 350 Pothead 25KV	Warehouse
21115370	Anixter Inc	12/10/2025	\$6,030.00	2" Rigid Conduit	Warehouse
21115371	KBS	12/10/2025	\$12,280.00	4/0 600V Wire 500FT	Warehouse
21115381	KBS	12/11/2025	\$5,400.00	Fuse line	Warehouse
21115382	Techline Inc	12/11/2025	\$6,360.00	4/0 Multibar	Warehouse
21115383	Anixter Inc	12/11/2025	\$45,800.00	120-477 Volt LED Luminaire, 4/0 Quad Out of Pipe	Warehouse
\$170,294.68					



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28, 2026

Summary:

Consider approval of a resolution naming the Gwen C. Stafford Training Facility in honor of former Electric Utility Board Chair Gwen Stafford.

Background/Discussion:

The Electric Utility Board was formed by City Charter, with nine members appointed by the City Council. These members, who are citizens in good standing, are eligible to serve a total of four two-year terms. The Electric Utility Board is responsible to govern, manage, and operate Lubbock Power & Light.

Gwen Stafford was appointed to the Electric Utility Board in January 2018 and served as its chairman from November 2020 until December 2025. Mrs. Stafford's leadership and efforts helped guide Lubbock Power & Light through one of the most important periods in its 100-year history. Mrs. Stafford worked tirelessly to advocate on behalf of field crews and led the charge for the creation of a new training facility.

The Gwen C. Stafford Training Facility will be named in honor Gwen Stafford for her immeasurable contribution to Lubbock Power & Light.

Fiscal Impact:

No unplanned impacts are anticipated.

Recommendation:

Staff recommends approval of this resolution.

RESOLUTION

WHEREAS, Gwen Stafford was appointed to the Lubbock Power & Light (LP&L) Electric Utility Board (EUB) in January 2018 and served as its chair from November 2020 until December 2025);

WHEREAS, Gwen Stafford came to the EUB with extensive experience in the Lubbock business community, having served in leadership for Covenant Hospital and numerous boards in Lubbock, her work having earned her recognitions of distinction from many groups within the community;

WHEREAS, Mrs. Stafford has long been a strong advocate for LP&L field crews, working to improve all aspects of their role within the utility and spearheading an effort to create a training facility to help improve their daily performance and shine a light within the community on the important work they conduct;

WHEREAS, Mrs. Stafford served tirelessly as an advocate for LP&L, its employees, its reputation in the community and contributed time and effort in Austin and Washington D.C. on topics of importance to the long-term sustainability of Lubbock's municipally-owned utility;

WHEREAS, as chair of the Electric Utility Board, Gwen Stafford performed her duties with honor and integrity providing leadership and support vital to the success of Lubbock Power & Light.

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

THAT the Electric Utility Board hereby expresses its gratitude to Gwen Stafford for leadership on the Board and recognizes her years of service with the naming of the Gwen C. Stafford Training Facility in her honor.

Passed by the Electric Utility Board this 28th day of January 2026.

Edwin "Butch" Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer, LP&L

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28, 2026

Summary:

Consider a fourth amendment for Revised Pricing for Network Performance Monitoring Services - Annual Pricing under Itron Master Sales Agreement.

Background/Discussion:

The Third Amendment to the Master Sales Agreement- initiated May 20, 2025 approved ITRON's revised pricing structure for Network Performance Monitoring Services under line-item NaaS 5, resulting in the execution of the third amendment to the ITRON contract. This adjustment reflected updated annual costs associated with the Network Performance Monitoring services for contract year 2024-2025

ITRON, has now submitted an additional pricing update for the same service components for contract year 2025-2026. The revised annual amount is as followed:

- NaaS 5 - Network Performance Monitoring: \$176,460.86

These changes align with the terms of the contract and account for the expanded scope of services due to the increased maintenance pricing. The adjustment is proposed for implementation effective with the seventh year of the contract.

This amendment is also subject to approval of the Lubbock City Council.

Fiscal Impact:

Funds are available in account number **7512 (LP&L Customer Information Systems)** for this purpose.

Recommendation:

Staff recommends approval from both the Electric Utility Board (EUB) and the Lubbock City Council for a fourth amendment to the MSA with **Itron, Inc. of Liberty Lake, Washington**, to adjust certain NaaS rates by **\$7,605.56** from **\$168,855.30** to **\$176,460.86** for the Network Performance Monitoring Services - Annual Pricing, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, the City of Lubbock (the “City”) and Itron, Inc. (“Itron”) entered into a Master Sales Agreement, entered into on or about June 14, 2018, Electric Utility Board Resolution No. EUB 2018-R0041 and City Council Resolution No. 2018-R0194 (the “Original Agreement”) to provide the City with advanced electric meter infrastructure and advanced water meter infrastructure;

WHEREAS, the Original Agreement was amended by the First Amendment to Master Sales Agreement, dated March 10, 2020, by City Council Resolution No. 2020-R0084 and EUB resolution 2020-R0030 (“First Amendment”);

WHEREAS, the Original Agreement was amended by the Second Amendment to Master Sales Agreement, dated September 22, 2021, by City Council Resolution No. 2021-R0437 and EUB resolution 2021-R0071 (“Second Amendment”);

WHEREAS, the Original Agreement was amended by the Third Amendment to Master Sales Agreement, dated May 20, 2025, by City Council Resolution No. 2025-R0328 and EUB resolution 2025-R0020 (“Third Amendment”);

WHEREAS, the Electric Utility Board and the City Council of the City of Lubbock, possess joint jurisdiction over the contracting for the subject infrastructure and services due to the inclusion of both electric and water metering infrastructure;

WHEREAS, LP&L and Itron require changes to services and costs to continue services;

WHEREAS, the City and Itron wish to amend the Original Agreement, as amended, to address such issues; NOW THEREFORE:

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

THAT the Electric Utility Board hereby authorizes and directs LP&L’s Chief Administrative Officer to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally-owned electric utility of Lubbock, Texas (“LP&L”), the Fourth Amendment to Master Sales Agreement, by and between LP&L and Itron, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

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

That the Electric Utility Board hereby recommends to the City Council of the City of Lubbock that it likewise approve a resolution authorizing the Fourth Amendment to Master Sales Agreement within sixty (60) days of this resolution.

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

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize the Chief Administrative Officer or his designee to execute this Third Amendment to Master Sales Agreement by and between LP&L and Itron, Inc. within days (60) days of the date hereof.

Passed by the Electric Utility Board this 28th day of January 2026.

Edwin "Butch" Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

FOURTH AMENDMENT TO MASTER SALES AGREEMENT

This Fourth Amendment to Master Sales Agreement (“Fourth Amendment”), is entered into and effective this 28th day of January, 2026, by and between City of Lubbock, Texas, acting by and through its Electric Utility Board and City Council (“City”), and Itron, Inc., a Washington corporation (“Itron”).

WITNESSETH

WHEREAS, the City and Itron entered into a Master Sales Agreement (the “Original Agreement”), on or about June 14, 2018, by City Council Resolution No. 2018-R0194 and Electric Utility Board Resolution No. EUB 2018-R0041, wherein Itron agreed to sell, and provide certain installation, maintenance, and support services relating to, automatic meters and metering, as described more particularly thereunder (“Services”);

WHEREAS, the Original Agreement was amended by the First Amendment to Master Sales Agreement, dated March 10, 2020, by City Council Resolution No. 2020-R0084 and EUB resolution 2020-R0030 (“First Amendment”);

WHEREAS, the Original Agreement was amended by the Second Amendment to Master Sales Agreement, dated September 22, 2021, by City Council Resolution No. 2021-R0437 and EUB resolution 2021-R0071 (“Second Amendment”);

WHEREAS, the Original Agreement was amended by the Third Amendment to the Master Sales Agreement, dated May 20, 2025, by City Council Resolution on July 8, 2025 by Resolution No. 2025-R0328 and EUB resolution EUB 2025-R0020 (“Third Amendment”);

WHEREAS, the City requires changes to services and costs to continue services;

WHEREAS, the City and Itron now desire to amend the Original Agreement, as amended, to provide for such matters;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Itron hereby amend the Original Agreement, as amended, as follows:

1. Annual Cost Breakdown item NaaS-5: Network Performance Monitoring is deleted and replaced with the following:
 - a. NaaS05 – Network Performance Monitoring – 176,460.86
2. That the City of Lubbock and the Electric Utility Board delegate the authority to execute this agreement to the Chief Administrative Officer of LP&L.
3. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF,

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

Edwin "Butch" Davis, Chair

APPROVED AS TO CONTENT:

Joel Ivy, LP&L Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Itron, a Washington Corporation

By:  Signed by: D4BB7D03A21E4BB

Name: Joel Vach

Title: VP, Tax, Corporate Treasurer, MD&A



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28th, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Public Works Contract, by and between the City of Lubbock, acting by and through LP&L, and 5 Star Electric, LLC, Request for Proposal (RFP) 7104-26-ELD, LP&L I-27 & 42nd Street Reconductor Construction Services. This project for \$312,286.35 with a 42-calendar day completion time is for the replacement of existing parallel 4/0 ACSR conductor, structures, and installation of 477 ACSR conductor on an energized 23kV primary distribution line.

Background/Discussion:

Lubbock Power & Light (LP&L) seeks proposals to establish a contract for the replacement of existing parallel 4/0 ACSR conductor, structures, and installation of 477 ACSR conductor on an energized 23kV primary distribution line. This work is to mitigate the hazards of two (2) broken 65' poles on I-27 that have temporary patches on them and the 4/0 parallel load constrictions. The result of these lines being rebuilt will ensure the safety of the public and integrity of the 23kv System.

Two (2) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:	Lump Sum Cost:
5-Star Electric LLC	81.0	\$312,286.35
Altitude Energy LLC	32.5	\$1,030,000.00

Fiscal Impact:

A total of **\$21,085,000.00** is encumbered and **\$6,555,761.31** is available in account number **92685 (FY 2020-25 Distribution System Upgrade)** for this purpose.

Recommendation:

Staff recommends award of (RFP) **7104-26-ELD, LP&L I-27 & 42nd Street Reconductor Construction Services** to **5-Star Electric, LLC of Clay, Kentucky** in the amount of **\$312,286.35**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7104-26-ELD (the “Proposal”), respecting the project described as Lubbock Power & Light I-27 & 42nd Street Reconductor Construction Services, as more particularly described in the Proposal (the “Project”), to 5-Star Electric, LLC of Clay, Kentucky.

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

THAT the Lubbock Power & Light Chief Administrative Officer or his 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 28th day of January, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Lubbock Power and Light
Capital Project
Project Cost Detail
January 28, 2026

Capital Project Number: 92685
Capital Project Name: FY 2020-25 Distribution System Upgrade

		Budget	
Total Appropriation		\$	21,085,000
Expended	<i>Contract or PO Number</i>		
Staff Time		\$	(3,428,662)
Pcard - Misc/JE's			(496,497)
Inventory Issue			(1,878,142)
Hub City Mechanical			(693)
American Wire Group			(255,000)
Border States			(24,896)
West Infrastructure Construction			(1,860)
Texas Electric Cooperative - Materials			(472,328)
Anixter - 500kV Cu			(1,723,432)
Triple C Concrete of Lubbock			(2,800)
KBS Electrical			(209,745)
Irby - Dead End Suspension			(8,603)
SGS Engineering - Engineering Services			(233,997)
Lubbock Avalanche			(92)
Principle Services			(3,729)
Power Line Services			(1,155,810)
Power Standard			(319,294)
Parkhill, Smith & Cooper - Legal Services			(174,279)
Mudeo			(14,483)
Barricades Unlimited			(13,734)
Trumble Crane and Rigging			(2,435)
Techline			(1,370,269)
Utility Contractors of America			(1,037,843)
FC Traffic Control - Barricades & Signs			(56,919)
Primoris T&D Services - Conductor Replacement			(357,124)
Texas Power Suppliers			(549,421)
Riley Industrial Services			(210,196)
BNSF Railway			(8,125)
Deerwood			(64,907)
5 Star Electric			(264,387)
Schweitzer Engineering Labs In			(2,565)
Wilson and Co Engineering			(21,000)
Permian Basin Materials			(820)
Cobb, Fendley & Assoc			(97,648)
Expended to Date		\$	(14,461,734)
Encumbered	<i>Contract or PO Number</i>		
Techline - Regulator	21404310	\$	(9,630)
Anixter - Bypass Switch	21404346		(6,500)
Cobb, Fendley & Associates, Inc.	2025-2		(50,333)
SGS Engineering	SGS2025-01		(1,041)
Encumbered to Date		\$	(67,504)
Agenda Item January 20, 2025	<i>Contract or PO Number</i>		
5-Star Electric LLC	7104-26-ELD	\$	(312,286)
Agenda Items for Consideration		\$	(312,286)
Estimated Costs for Remaining Appropriation			
NE Voltage Conversion		\$	(3,697,594)
25kV Cap banks			(75,000)
Reactive Projects			(994,896)
42nd st			(220,000)
B&J Welding			(50,000)
Contingency			(1,205,985)
Estimated Costs for Remaining Appropriation		\$	(6,243,475)
Remaining Appropriation		\$	-



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28th, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Public Works Contract, by and between the City of Lubbock, acting by and through LP&L, and Deerwood Construction Inc, Request for Proposal (RFP) 7106-26 ELD, LP&L Joint Trenching and Boring Bonded Services – Annual Pricing, for an estimated annual cost of \$701,800.50 for one year with 4-year renewal option.

Background/Discussion:

LP&L Distribution has a large workload in response to development and system upgrades. To keep up with numerous underground distribution projects, having a trenching & boring contractor under annual contract greatly assists personnel in completing these projects in a timely manner. The contract term is for one (1) year with an option to renew annually for up to four (4) additional one (1) year terms. All stated annual quantities are approximations of usage during the time to be covered by pricing established by this proposal. The annual estimated amount is \$701,800.50, actual usage may vary.

Deerwood Construction, Inc. has assisted LP&L under previous annual trenching and boring contracts and has a good performance record.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following three categories: cost, 50%; contractor qualifications, 40%; safety record, 10%. Based on the proposals the committee made the final selection:

	Score:
Deerwood Construction	70.3

Fiscal Impact:

Funds are available in various annual capital projects and operating accounts for this purpose.

Recommendation:

Staff recommends award of RFP 7106-26-ELD, LP&L Joint Trenching and Boring Bonded Services – Annual Pricing Contract, to **Deerwood Construction, Inc., of Lubbock, Texas** for an annual amount of **\$701,800.50**, 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”); 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 #7106-26-ELD (the “Proposal”), respecting the project described as LP&L Joint Trenching and Boring Bonded Services – Annual Pricing, as more particularly described in the Proposal Documents (the “Services”), to Deerwood Construction, Inc., of Lubbock, Texas.

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

THAT the Lubbock Power & Light Chief Administrator Officer or his designee 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 Contract for Joint Trenching and Boring Bonded Services – Annual Pricing, by and between LP&L and Deerwood Construction, Inc., regarding the Services as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 28th day of January, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

**LUBBOCK POWER & LIGHT
CONTRACT FOR SERVICES
FOR LP&L TRENCHING, BORING, & EXCAVATION SERVICES – ANNUAL PRICING**

THIS CONTRACT FOR SERVICES (“Contract” or “Agreement”) made and entered into this 28th day of January, 2026, by and between the City of Lubbock, acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and Deerwood Construction, Inc., a Texas corporation (“Contractor”), located at P.O. Box 3009, Lubbock, TX 79452.

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for RFP# 7106-26-ELD, LP&L Trenching, Boring, & Excavation 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 the prescribed trenching, boring, and excavation 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 RFP and Contractor’s proposal thereto, including without limitation, - Annual Pricing, Specifications, Terms and Conditions, Insurance Requirements, Unit Cost Proposal Submittal Form and the Proposal (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, Trenching, Boring, and Excavation 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 and the terms of this Contract. 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 hereof, 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 rate shall be based on either the local or national index average for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. Prior to entering into any renewals described above, the selected contractor will be required to provide original payment and performance bonds, as required by applicable law, for 100% of the total contract price for the applicable renewal period.
3. 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.
4. This Contract shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by either party upon a thirty (30) day written notice.

Such written notice must state the reason for cancellation. Upon termination, LP&L shall pay Contractor only for services actually performed, less any disputed amounts. LP&L 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.

5. 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.
6. 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 the City of Lubbock ("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, excess liability coverage, automobile liability coverage for any automobiles with insurance carriers admitted to do business in the state of Texas, workers compensation, and employer's liability coverage. The commercial general liability policy shall include Products & Completed Operations/Op AGG coverages, and include both a heavy equipment endorsement and XCU endorsement. The insurance companies must 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: \$1,000,000
General Aggregate Limit: \$2,000,000

Excess Liability:

\$4,000,000 for \$1,000,000/occurrence for a total of \$5,000,000
\$7,000,000 for \$3,000,000/occurrence for a total of \$10,000,000
\$10,000,000 for \$5,000,000/occurrence for a total of \$15,000,000

Automobile Liability:

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

Builder's Risk Requirements: Builder's Risk Insurance is needed for this project, and at a minimum, the insurance should cover the full insurable value of the improvements

Employer's Liability:

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

Worker's Compensation:

Per Occurrence Single Limit: Statutory

Carrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the full load that is being hauled.

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, including its officials, employees, and volunteers, shall be listed as a primary and noncontributory additional insured with respect to all coverages, except workers' compensation. The City shall further be granted a waiver of subrogation for the commercial general liability, automobile liability, and workers' compensation policies required herein. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage. All copies of the Certificate 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.

Contractor shall elect to obtain workers' compensation coverage 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 policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

The Certificates of Insurance shall provide 30 days' written notice of cancellation, and a 10-day 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. 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. 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.

- 7. 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 SUB-CONSULTANTS, 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.

8. This Contract may not be used for any work exceeding \$50,000. Estimates exceeding \$50,000 will be bid out on a public works sealed bid or proposal with approved specifications, drawings, and bid bond requirements.
9. LP&L may terminate this Agreement for convenience for any reason, or no reason, upon thirty days' written notice to Contractor.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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.
15. This Contract consists of the Proposal Documents and the Contract for Services. In the event of a conflict between the Proposal Documents and the Contract for Services, the terms of the Contract for Services shall prevail and control.

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.

[SIGNATURE PAGE TO FOLLOW]

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

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

CONTRACTOR
Deerwood Construction Inc., a Texas corporation

Joel Ivy, Director of Electric Utilities

BY  _____
Title: General Manager

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

Josh FLud
Print Name
P.O. Box 3009
Address
Lubbock TX 79452
City, State, Zip Code


APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

LP&L Joint Trenching and Boring Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7113-25-ELD

Checklist

Please ensure that you complete and submit the following documents and information to the Lubbock Power & Light Bonfire portal 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 proposal.
	Submit one copy of the proposal. Each Offeror must submit an original signed proposal. <u>Electronic copy must be in PDF format</u>
	Proposal Surety Requirements, page 11.
/	Insurance Requirement Affidavit, page 19.
/	Complete the Non-Collusion Affidavit, page 20.
/	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION . Please include Company Federal TAX ID number or Social Security number , page 21.
/	State Law Verifications, page 22.
	BULK POWER SYSTEM SOURCING DISCLOSURE FORM , page 24.
/	Proposal Form Exhibit A., page 28.
/	Contractor's Qualifications, page 42.
/	Safety Record Questionnaire, page 43.
	Job Estimating Form, page 45.
	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

Deerwood Constrction

Print Name of Company.

Josh Flud / 806-392-1975

Contact Person/Phone

RFP# 7113-25-ELD

LP&L Joint Trenching and Boring Services - Annual Pricing

DUE DATE/TIME:
September 30, 2025, 2:00 p.m.

SUBMITTED BY:
Deerwood Construction

Proposal must be addressed to:

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

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 REQUESTING CLARIFICATION THROUGH THE BONFIRE VENDOR DISCUSSION TAB. 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.


PROPOSAL SURETY

Offerors are required, whether or not a payment or performance bond is required, to submit a proposal bond from a reliable surety company cashier's or certified check issued by a bank satisfactory to Lubbock Power & Light, payable without recourse to the order of Lubbock Power & Light in an amount not less than **5% of the total amount of the proposal submitted** as a guarantee that Offeror will enter into a contract and execute all necessary bonds (if required) within seven (7) business days after notice of award of the contract to him.

FAILURE OF THE OFFEROR TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

IF PROVIDING A 5% PROPOSAL SURETY BOND, THE BOND MUST HAVE AN ORIGINAL SEAL OR STAMP. THE BOND MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY. FAILURE TO PROVIDE THE PROPOSAL BOND AS DESCRIBED HEREIN, OR THE VALID POWER OF ATTORNEY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NON-RESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

IF SUBMITTING A CASHIER'S or CERTIFIED CHECK PLEASE DELIVER TO THE LUBBOCK POWER & LIGHT PURCHASING OFFICE AT 1314 Avenue K Lubbock, TX 79401 BEFORE THE PROPOSAL CLOSE DATE AND TIME. FAILURE TO DO SO WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

SUBMIT TO: LUBBOCK POWER & LIGHT BONFIRE PORTAL https://lpandl.bonfirehub.com/portal/forbopenopportunities			LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7113-25-ELD
Felix Orta Purchasing Manager Electric Utilities			
TEL: 806.775.2170 EMAIL: f.orta@lpandl.com			
TITLE: LP&L Joint Trenching and Boring Services - Annual Pricing			SUBMITTAL DEADLINE: September 30, 2025, 2:00 P.M. CST
PRE PROPOSAL DATE, TIME AND LOCATION: TEAMS pre-proposal conference meeting, September 11, 2025 at 11:00 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:		IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON	
MAILING ADDRESS		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.	
CITY – STATE – ZIP:			
TELEPHONE NO:			
FAX NO:			
E-MAIL:			
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.			
THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.			

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

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

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



 Authorized Signature
 Josh Fluo

 Print/Type Name

General Manager ✓

 Title
 11-20-2025

 Date

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

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 RFP # _____ 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: _____

N/A

Company Name: Deerwood Co.

Address: P.O. Box 3009

City: Lubbock State: TX Zip: 79452

Contact Name: Joel Fied Title: GM

Business Telephone Number: 806-392-1975 FAX: _____

Internet Address: _____

Company's Internet Web Page URL: _____

LP&L Joint Trenching and Boring Services – Annual Pricing
Lubbock Power & Light
RFP 7113-25-ELD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
 And Attached to Proposal Submittal

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



Offeror (Signature)

Addison Dunham
 Offeror (Print)

OFFEROR'S NAME: Addison Dunham
 (Print or Type)

OFFEROR'S ADDRESS: 4909 cr 6300 Lubbock, TX 79415

Name of Agent/Broker: Higginbotham GaInsurance

Address of Agent/Broker: 911 Milwaukee Ave.

City/State/Zip: Lubbock, TX 79424

Agent/Broker Telephone Number: (806) 798-2700

Date: 9/29/2025

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

Addison Dunham, 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.

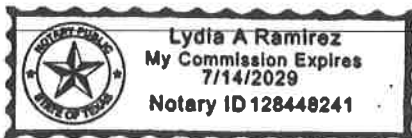
Deerwood Construction, Inc. _____
 NAME OF FIRM

 SIGNATURE OF OFFEROR

Operational Manager _____
 TITLE

Subscribed and sworn to before me this 29th day of September, 2025

Lydia A. Ramirez
 Notary Public in and for the State
 of Texas residing at



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

Tax ID: 152726770

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: Deerwood Construction

Signature of Company Official: 

Date Signed: 11-20-2025

Printed name of company official signing above: Josh Fico

State Law Verifications

I, Josh Flod (Person name), the undersigned representative of (Company or Business name) Deerwood Construction (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

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.

9/29/2025

DATE

SIGNATURE OF COMPANY
REPRESENTATIVE

ON THIS THE 29th day of September, 2025, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Lydia A. Ramirez
NOTARY SIGNATURE

BULK POWER SYSTEM SOURCING DISCLOSURE FORM

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

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

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

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
N/A	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____
N/A	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____	1. _____ 2. _____

I CERTIFY THAT:

250

- 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.

N/A

By: _____

Title: Operational Manager

Company: Deerwood Construction, Inc.

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Deerwood Construction, Inc. PO Box 65621, Lubbock, TX 79424

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

Lubbock Power and Light 1314 Ave K - 5th Floor, Lubbock, TX 79401

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of

5% of amount bid

Dollars (\$ 5% of amount bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RFP#7113-25-ELD LP&L - Joint trenching & boring services

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of September, 20 25


 (Witness)

Deerwood Construction, Inc.

(Principal)

(Seal)

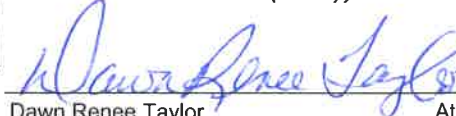

 (Title)


 Angelyn Summers (Witness)

FCCI Insurance Company

(Surety)

(Seal)


 Dawn Renee Taylor, Attorney-In-Fact

Higginbotham Insurance
 9111 Milwaukee Ave
 Lubbock, TX 79424
 806-798-2700



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Carey Brent Aycock; Tricia Balolong; Payton Blanchard; William Blanchard; Aaron Endris; Brent Frueh;

Caitlin Kelley; John Kirk Killough; Brandi Ledbetter; James R. Reid; Gabe Roberts; Lindsay Senior; Theresa Miller;

Michael R. Simon; Mary Angelyn Summers; Dawn Renee Taylor; Jessica Turner; Raelynn Vazquez; Christy Watson

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of September, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

EXHIBIT A**LP&L Joint Trenching and Boring Bonded Services - Annual Pricing**RFP 7106-26-ELD**UNIT COST PROPOSAL SUBMITTAL FORM**

ITEM	DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST
EXCAVATION, BACKFILL, AND CONDUIT INSTALLATION: (As specified herein)					
1	8" Wide Ditch 36" Deep (trench & backfill). As specified herein	100	LF	\$ 4.60	\$ 460 ⁰⁰
2	8" Wide Ditch 36" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 5.70	\$ 570 ⁰⁰
3	8" Wide Ditch 48" Deep (trench & backfill). As specified herein	100	LF	\$ 6.25	\$ 625 ⁰⁰
4	8" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 8.00	\$ 800 ⁰⁰
5	8" Wide Ditch 54" Deep (trench & backfill). As specified herein	100	LF	\$ 6.50	\$ 650 ⁰⁰
6	8" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 8.25	\$ 825 ⁰⁰
7	Excavation in Rock, 8" Wide Ditch 36" Deep (trench & backfill). As specified herein	100	LF	\$ 6.50	\$ 650 ⁰⁰
8	Excavation in Rock, 8" Wide Ditch 36" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 7.70	\$ 770 ⁰⁰
9	Excavation in Rock, 8" Wide Ditch 48" Deep (trench & backfill). As specified herein	100	LF	\$ 8.25	\$ 825 ⁰⁰
10	Excavation in Rock, 8" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 10.00	\$ 1000 ⁰⁰
11	Excavation in Rock, 8" Wide Ditch 54" Deep (trench & backfill). As specified herein	100	LF	\$ 8.50	\$ 850 ⁰⁰
12	Excavation in Rock, 8" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 9.00	\$ 900 ⁰⁰
13	18" Wide Ditch 36" Deep (trench & backfill). As specified herein	100	LF	\$ 7.80	\$ 780 ⁰⁰
14	18" Wide Ditch 36" Deep, with 1-2" Conduit with Cable. As specified herein	500	LF	\$ 9.80	\$ 4900 ⁰⁰
15	18" Wide Ditch 48" Deep (trench & backfill). As specified herein	500	LF	\$ 12.50	\$ 6,250 ⁰⁰
16	18" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	500	LF	\$ 14.50	\$ 7,250 ⁰⁰

17	18" Wide Ditch 54" Deep (trench & backfill). As specified herein	500	LF	\$ 13.50	\$ 6,750.00
18	18" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	100	LF	\$ 15.50	\$ 1,550.00
19	18" Wide Ditch 54" Deep, with 2-4" PVC Conduits. As specified herein	500	LF	\$ 16.50	\$ 8,250.00
20	18" Wide Ditch 54" Deep, with 4-4" PVC Conduits. As specified herein	250	LF	\$ 17.65	\$ 4,412.50
21	18" Wide Ditch 54" Deep, with 6-4" PVC Conduits. As specified herein	250	LF	\$ 19.65	\$ 4,912.50
22	18" Wide Ditch 54" Deep, with 3-5" PVC Conduits. As specified herein	500	LF	\$ 18.25	\$ 9,125.00
23	Excavation in Rock, 18" Wide Ditch 36" Deep (trench & backfill). As specified herein	50	LF	\$ 7.80	\$ 390.00
24	Excavation in Rock, 18" Wide Ditch 54" Deep (trench & backfill). As specified herein	500	LF	\$ 9.80	\$ 4,900.00
25	Excavation in Rock, 18" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	500	LF	\$ 16.50	\$ 8,250.00
26	Excavation in Rock, 18" Wide Ditch 48" Deep, with 2-4" PVC Conduits. As specified herein	1,000	LF	\$ 14.50	\$ 14,500.00
27	Excavation in Rock, 18" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	200	LF	\$ 15.50	\$ 3,100.00
28	Excavation in Rock, 18" Wide Ditch 54" Deep, with 2-4" PVC Conduits. As specified herein	200	LF	\$ 16.50	\$ 3,300.00
29	Excavation in Rock, 18" Wide Ditch 54" Deep, with 4-4" PVC Conduits. As specified herein	100	LF	\$ 23.75	\$ 2,375.00
30	Excavation in Rock, 18" Wide Ditch 54" Deep, with 6-4" PVC Conduits. As Specified herein.	100	LF	\$ 27.50	\$ 2,750.00
31	Excavation in Rock, 18" Wide Ditch 54" Deep, with 3-5" PVC Conduits. As specified herein	200	LF	\$ 18.25	\$ 3,650.00
32	24" Wide Ditch 36" Deep (trench & backfill). As specified herein	100	LF	\$ 12.00	\$ 1,200.00
33	24" Wide Ditch 36" Deep, with 1-2" Conduit with Cable. As specified herein	300	LF	\$ 14.50	\$ 4,350.00
34	24" Wide Ditch 48" Deep (trench & backfill). As specified herein	300	LF	\$ 16.50	\$ 4,950.00
35	24" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	300	LF	\$ 18.50	\$ 5,550.00
36	24" Wide Ditch 54" Deep (trench & backfill). As specified herein	300	LF	\$ 17.00	\$ 5,100.00
37	24" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	300	LF	\$ 17.50	\$ 5,250.00
38	24" Wide Ditch 54" Deep, with 2-4" PVC Conduits. As specified herein	300	LF	\$ 19.50	\$ 5,850.00

39	24" Wide Ditch 54" Deep, with 4-4" PVC Conduits. As specified herein	300	LF	\$ 21.50	\$ 6,450 ⁰⁰
40	24" Wide Ditch 54" Deep, with 6-4" PVC Conduits. As specified herein	300	LF	\$ 24.75	\$ 7,425 ⁰⁰
41	24" Wide Ditch 54" Deep, with 3-5" PVC Conduits. As specified herein	500	LF	\$ 22.50	\$ 11,250 ⁰⁰
42	Excavation in Rock, 24" Wide Ditch 36" Deep (trench & backfill). As specified herein	50	LF	\$ 12.00	\$ 600 ⁰⁰
43	Excavation in Rock, 24" Wide Ditch 54" Deep (trench & backfill). As specified herein	500	LF	\$ 14.50	\$ 7,250 ⁰⁰
44	Excavation in Rock, 24" Wide Ditch 48" Deep, with 1-2" Conduit with Cable. As specified herein	300	LF	\$ 16.50	\$ 4,950 ⁰⁰
45	Excavation in Rock, 24" Wide Ditch 48" Deep, with 2-4" PVC Conduits. As specified herein	1,500	LF	\$ 19.50	\$ 29,250 ⁰⁰
46	Excavation in Rock, 24" Wide Ditch 54" Deep, with 1-2" Conduit with Cable. As specified herein	500	LF	\$ 17.50	\$ 8,750 ⁰⁰
47	Excavation in Rock, 24" Wide Ditch 54" Deep, with 2-4" PVC Conduits. As specified herein	750	LF	\$ 19.50	\$ 14,625 ⁰⁰
48	Excavation in Rock, 24" Wide Ditch 54" Deep, with 4-4" PVC Conduits. As specified herein	100	LF	\$ 25.00	\$ 2,500 ⁰⁰
49	Excavation in Rock, 24" Wide Ditch 54" Deep, with 6-4" PVC Conduits. As Specified herein.	100	LF	\$ 28.00	\$ 2,800 ⁰⁰
50	Excavation in Rock, 24" Wide Ditch 54" Deep, with 3-5" PVC Conduits. As specified herein	300	LF	\$ 22.00	\$ 6,600 ⁰⁰
51	30" wide x 36" deep ditch (trench and backfill). As specified herein	100	LF	\$ 30.00	\$ 3,000 ⁰⁰
52	30" wide x 48" deep ditch (trench and backfill). As specified herein	100	LF	\$ 31.00	\$ 3,100 ⁰⁰
53	30" wide x 54" deep ditch (trench and backfill). As specified herein	100	LF	\$ 32.00	\$ 3,200 ⁰⁰
54	30" wide x 54" deep ditch, with 6-5" conduit. As specified herein	300	LF	\$ 36.50	\$ 10,950
55	Excavation in Rock, 30" wide x 36" deep ditch (trench and backfill). As specified herein	10	LF	\$ 30.00	\$ 300 ⁰⁰
56	Excavation in Rock, 30" wide x 48" deep ditch (trench and backfill). As specified herein	10	LF	\$ 31.00	\$ 310 ⁰⁰
57	Excavation in Rock, 30" wide x 54" deep ditch (trench and backfill). As specified herein	10	LF	\$ 32.00	\$ 320 ⁰⁰
58	Excavation in Rock, 30" wide x 54" deep ditch, with 6-5" Conduit. As specified herein	300	LF	\$ 40.00	\$ 12,000 ⁰⁰

59	Additional Cost for installation of 2" Polyurethane Conduit. As specified herein	3,000	LF	\$ 6.00	\$ 18,000 ⁰⁰
60	Additional Cost for installation of 4" PVC Conduit. As specified herein	1,500	LF	\$ 10.00	\$ 15,000 ⁰⁰
61	Additional Cost for installation of 5" PVC Conduit. As specified herein	750	LF	\$ 10.00	\$ 7,500 ⁰⁰
62	Install rigid conduit on 2", 4" or 5" riser poles. As specified herein	100	LF	\$ 32.50	\$ 3,250 ⁰⁰
63	Labor and materials excluding concrete and rebar to Form and Pour transformer pad approximately 8' X 8" X 6". As specified herein	2	EA	\$ 100.00	\$ 200 ⁰⁰
64	Labor only to Replace concrete around wood & streetlight poles. As specified herein	30	EA	\$ 65.00	\$ 1,950 ⁰⁰
65	Install pedestal and flags. As specified herein	100	EA	\$ 150.00	\$ 15,000 ⁰⁰
66	Install hand Holds/ flower box (COMMS) and flags. As specified herein	100	EA	\$ 150.00	\$ 15,000 ⁰⁰
67	Furnish truck for material pickup. As specified herein	20	DY	\$ 240.00	\$ 4,800 ⁰⁰
68	Installation of 90 degree elbows. As specified herein	200	EA	\$ 25.80	\$ 5,160 ⁰⁰
69	Contractor Charge for Miscellaneous Labor. As specified herein	100	HR	\$ 65.00	\$ 6,500 ⁰⁰
70	Cutting & Removal of Asphalt. As specified herein	500	SF	\$ 4.25	\$ 2,125 ⁰⁰
71	Cutting & Removal of Concrete. As specified herein	200	SF	\$ 6.45	\$ 1,290 ⁰⁰
71	Cutting & Removal of Concrete. As specified herein	200	SF	\$	\$
73	Labor only to Replace Concrete after completion of Repairs. As specified herein	500	SF	\$	\$
72	Labor and Material to Replace Asphalt after completion of Repairs. As specified herein	300	SF	\$ 20.00	\$ 6,000 ⁰⁰
73	Labor only to Replace Concrete after completion of Repairs. As specified herein	300	SF	\$ 20.00	\$ 6,000 ⁰⁰
74	Installation of T-caps. As specified herein	100	LF	\$ 7.00	\$ 700 ⁰⁰
75	Labor Cost Only for Concrete Encasement of 18" Wide Ditch. As specified herein	2,000	LF	\$ 3.75	\$ 7,500 ⁰⁰
76	Labor Cost Only for Concrete Encasement of 30" Wide Ditch. As specified herein	500	LF	\$ 4.25	\$ 2,125 ⁰⁰
77	Labor Cost for Installation of flowable backfill of 18" Wide Ditch. As specified herein	1,500	LF	\$ 3.75	\$ 5,625 ⁰⁰

78	Labor Cost for Installation of flowable backfill of 30" Wide Ditch. As specified herein	1,000	LF	\$ 4.25	\$ 4,250 ⁰⁰
79	Backhoe for miscellaneous installation. As specified herein	100	HR	\$ 70.00	\$ 7,000 ⁰⁰
80	Backhoe and Operator minimum charge (for small jobs) As specified herein	10	EA	\$ 650.00	\$ 6,500 ⁰⁰
81	Provide Trench Safety Systems for Excavations between 60" and 120" Deep. As specified herein	500	LF	\$ 2.00	\$ 1,000 ⁰⁰
82	Hydro-excavate for miscellaneous installation or exposure of facilities As specified herein.	200	HR	\$ 250.00	\$ 50,000 ⁰⁰
BORE FOR AND INSTALL CASING AND PIPE (As specified herein)					
83	Bore and Install 1-2" Plastic Conduit with Cable. As specified herein	750	LF	\$ 35.00	\$ 26,250 ⁰⁰
84	Boring in Rock and Install 1 - 2" Plastic Conduit with Cable. As specified herein	100	LF	\$ 38.00	\$ 3,800 ⁰⁰
85	Bore and Install 1 - 4" Steel Conduit or polyethylene pipe. As specified herein	150	LF	\$ 45.00	\$ 6,750 ⁰⁰
86	Boring in Rock and Install 1-4" Steel Conduit or polyethylene pipe. As specified herein	75	LF	\$ 52.00	\$ 3,900 ⁰⁰
87	Bore and Install 2 - 4" Steel Conduit or polyethylene pipe. As specified herein	150	LF	\$ 65.00	\$ 9,750 ⁰⁰
88	Boring in Rock and Install 2-4" Steel Conduit or polyethylene pipe. As specified herein	50	LF	\$ 120.00	\$ 7,500 ⁰⁰
89	Bore and Install 4-4" Steel Conduit or polyethylene pipe. As specified herein	50	LF	\$ 130.00	\$ 6,500 ⁰⁰
90	Boring in Rock and Install 4-4" Steel Conduit or polyethylene pipe. As specified herein.	50	LF	\$ 180.00	\$ 9,000 ⁰⁰
91	Bore and Install 6 - 4" Steel Conduit or polyethylene pipe. As specified herein	50	LF	\$ 150.00	\$ 7,500 ⁰⁰
92	Boring in Rock and Install 6-4" Steel Conduit or polyethylene pipe. As specified herein.	25	LF	\$ 250.00	\$ 6,250 ⁰⁰
93	Bore and Install 2 - 5" Steel Conduits. As specified herein	75	LF	\$ 70.00	\$ 5,250 ⁰⁰
94	Boring in Rock and Install 2-5" Steel Conduit. As specified herein	75	LF	\$ 70.00	\$ 5,250 ⁰⁰
95	Bore and Install 3 - 5" Steel Conduits. As specified herein	100	LF	\$ 80.00	\$ 8,000 ⁰⁰
96	Boring in Rock and Install 3-5" Steel Conduit. As specified herein	75	LF	\$ 125.00	\$ 9,375 ⁰⁰
97	Bore and Install 6 - 5" Steel Conduits. As specified herein	75	LF	\$ 125.00	\$ 9,375 ⁰⁰
98	Boring in Rock and Install 6-5" Steel Conduit. As specified herein	25	LF	\$ 175.00	\$ 4,375 ⁰⁰

99	Labor and Equipment only to Bore and Install 1 - 10" Casing. As specified herein	75	LF	\$ 50.00	\$ 3,750.00
100	Labor and Equipment only to Bore and Install 1 - 12" Casing. As specified herein	75	LF	\$ 60.00	\$ 4,500.00
101	Labor and Equipment only to Bore and Install 1 - 18" Casing. As specified herein	75	LF	\$ 90.00	\$ 6,750.00
102	Labor and Equipment only to Bore and Install 1 - 24" Casing. As specified herein	75	LF	\$ 120.00	\$ 9,000.00
103	Labor and Equipment only to Bore and Install 1 - 30" Casing. As specified herein	50	LF	\$ 150.00	\$ 7,500.00
104	Provide Welder and Welding Truck. As specified herein	25	HR	\$ 300.00	\$ 7,500.00
105	Provide Truck and Driver for Loading, Hauling, and Disposal of Excess Material. As specified herein	500	CY	\$ 30.00	\$ 15,000.00
106	Provide Jackhammer and Operator for Miscellaneous Concrete Removal. As specified herein	100	HR	\$ 100.00	\$ 10,000.00
107	Provide Machine Tamper and Operator for Miscellaneous Compaction. As specified herein	100	CY	\$ 18.00	\$ 1,800.00
108	Labor to Install Grout on Boring and Casings as specified herein	100	CY	\$ 200.00	\$ 20,000.00
109	Bore depths between 60" and 120" deep at ground point as specified herein	250	LF	\$ 30.00	\$ 7,500.00
MANHOLE INSTALLATION (As specified herein)					
110	Labor and Material to install 6' x 6' Manhole. As specified herein	1	EA	\$ 3,000.00	\$ 3,000.00
111	Labor and Material to install 8' x 10' Manhole. As specified herein	1	EA	\$ 3,500.00	\$ 3,500.00
PAD VAULT INSTALLATION (As specified herein)					
112	Labor and Material to install 7' x 6' switch pad vault. As specified herein.	1	EA	\$ 3,000.00	\$ 3,000.00
113	Labor and Material to install 11' x 10' switch pad vault. As specified herein	1	EA	\$ 3,500.00	\$ 3,500.00
OVERALL TOTAL					\$ 701,800.50

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.

Contractor's Organizational Experience

Organization Doing Business As	Deerwood Construction, Inc.		
Business Address of Regional Office	P. O. Box 3009		
	Lubbock, TX 79452		
Name of Regional Office Manager			
Year Business was Established	36 Years		
Telephone Numbers			
Main Number	806-741-1446		
Fax Number	806-741-1448		
Web Site Address	Deerwoodconstruction.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	
Mark Patterson DBA Deerwood Construction	1986	1997	
Deerwood Construction, Inc.	1998	Present	
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization			Percent Ownership
N/A			
Offeror's Experience			
Years experience in projects similar to the proposed service:			
As a General Contractor	39 Years	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.			

**September, 30th
2025**

LP&L Joint Trenching and Boring Service Annual Pricing Contractor Qualifications

Prepared for:

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Lighting
1314 AVE K 5th Floor
Lubbock, Tx 79401

Prepared by:

Josh Flud, General Manger
Deerwood Construction
P.O. Box 3009
Lubbock TX 79452

1. Contractor Qualifications

- a. Deerwood Construction has held the LP&L Labor contract since Sep. 3, 2022 years. During that time Deerwood has worked closely with LP&L to install numerous miles of electric conduit by open cut and bores, pedestals, and transformer pads.
- b. Deerwood has a great working relationship with FiberTEX of Lubbock installed numerous miles of conduit, and pedestals.
 - Bruce Boyd, CEO Fibertex
Lubbock TX
806-535-1025
- c. Deerwood Construction has just completed our contract with Sacyr Construction on the 19th ST reconstruction project. Deerwood installed a variety of conduit sizes for Sacyr both by open cut and bore.
 - Nick Leblond, Project Mager Sacyr
Lubbock TX
786-835-0829

LP&L Joint Trenching and Boring Bonded Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7106-26-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 electronic competitive proposals for, **LP&L Joint Trenching and Boring Bonded Services - Annual Pricing** until 2:00 p.m. CST, November 25, 2025. Proposals must be submitted on Lubbock Power & Light Bonfire Portal.

<https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are submitted on the Lubbock Power & Light Bonfire Portal. Lubbock Power & Light assumes no responsibility for errant delivery of proposals. It is recommend for Offerors to upload their proposal on bonfire at least two hours to the close date and time.
- 1.3 **Proposals will be accepted through the Lubbock Power & Light Bonfire Portal only.** No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING - DELETED

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING THROUGH BONFIRE VENDOR DISCUSSION TAB NO LATER THAN November 18, 2025.**

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>. 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 <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> 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 signed proposal on the <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> (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.

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. 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.*

24. 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.

25. 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.

26. 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 five (5) 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. Quantities of the line items may also be adjusted prior to the issuance of the payment and performance bond. If agreement cannot be reached, the contract is terminated at the end of the current contract period. Prior to entering into any renewals described above, the selected contractor will be required to provide original payment and performance bonds, as required by applicable law, for 100% of the total contract price for the applicable renewal period.

27. PROPOSAL SURETY

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's or certified check issued by a bank satisfactory to the Lubbock Power & Light, or a proposal bond from a reliable surety company, payable without recourse to the order of Lubbock Power & Light in an amount not less than 5% of the total amount of the proposal submitted as a guarantee that Offeror will enter into a contract and execute all necessary bonds (if required) within seven (7) business days after notice of award of the contract to him.

FAILURE OF THE OFFEROR TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

IF PROVIDING A 5% PROPOSAL SURETY BOND, THE BOND MUST HAVE AN ORIGINAL SEAL OR STAMP. THE BOND MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY. FAILURE TO PROVIDE THE PROPOSAL BOND AS DESCRIBED HEREIN, OR THE VALID POWER OF ATTORNEY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NON-RESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

IF SUBMITTING A CASHIER'S or CERTIFIED CHECK PLEASE DELIVER TO THE LUBBOCK POWER & LIGHT PURCHASING OFFICE AT 1314 Avenue K Lubbock, TX 79401

BEFORE THE PROPOSAL CLOSE DATE AND TIME. FAILURE TO DO SO WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.

28. PAYMENT AND PERFORMANCE BOND

The successful Offeror will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful Offeror will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of “A” or better.

29. COMPLIANCE WITH TEXAS OCCUPATIONS CODE

The successful Offeror agrees to comply with Texas Occupations Code Chapter 1001, as it relates to requirements for public works. That is, stamped engineering plans, specifications, and estimates prepared by a licensed engineer are required for any jobs or projects exceeding \$20,000.

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.**

LP&L Joint Trenching and Boring Bonded Services – Annual Pricing
Lubbock Power & Light
RFP 7106-26-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. Contractor 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 Contractor, subcontractor, agents, or third parties. **The insurance carrier must be authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII.**

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

Commercial General Liability Requirements: \$1M occurrence / \$2M 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.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automatically add Excess Liability per the following:

- **\$4M for \$1M/occurrence for a total of \$5M**
- **\$7M for \$3M/occurrence for a total of \$10M**
- **\$10M for \$5M/occurrence for a total of \$15M**

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: Builder's Risk Insurance is needed for this project, and at a minimum, the insurance should cover the full insurable value of the improvements.

Professional Liability Requirements: NOT APPLICABLE

Workers Compensation Liability Requirements: NOT APPLICABLE. Employer Liability (\$1M) is required with Workers Compensation.

Pollution Liability Requirements: NOT APPLICABLE

Special InsurancesCrime Protection Coverage Requirements: NOT APPLICABLECarrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the full load that is being hauled.Manned Aircraft Liability Requirements: NOT APPLICABLEUnmanned Aircraft Liability Requirements: NOT APPLICABLE

* 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.

REQUIRED PROVISIONS

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

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

NOTICES

The Contractor 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 Electric Utilities
Lubbock Power & Light
1314 Avenue K – 5th floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City or LP&L regarding any insurance supplied by the Contractor shall not relieve the Contractor 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 Contractor from liability

LP&L Joint Trenching and Boring Bonded Services - Annual Pricing
Lubbock Power & Light
RFP 7106-26-ELD

1. 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.

2. 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.

3. 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.

4. 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:

50% PRICE: The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.

40% CONTRACTOR QUALIFICATIONS: When evaluating a contractor's qualifications, LP&L uses the Contractor's Statement of Qualifications, Reference Form attached within and past experience with the contractor. LP&L may also interview the job superintendent at a time to be named after receipt of proposals.

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.

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.

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

Time Line for Procurement Process

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

Date	Milestone
November 7, 2025	Advertising & Publishing RFP
November 18, 2025 by 5:00 pm C.S.T.	Deadline for Questions/Clarifications
November 25, 2025 by 2:00 pm C.S.T.	Proposals due in Lubbock Power & Light Bonfire portal
December 16, 2025 or January 20, 2026	Award Date

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE OFFEROR IN THE SPACE PROVIDED BELOW:

Specifications# DE-16-2-070622

1. GENERAL CONDITIONS:

- 1.1 Lubbock Power & Light (from herein to be referred to as LP&L), is seeking proposals to establish a contract(s) for annual pricing for any work to be done on behalf of LP&L service area in accordance with the applicable specifications and requirements below. Work or jobs described below are to be done by qualified contractors duly organized, validly existing and in good standing with at least 3 years of 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. The Contractor shall show proof of qualifications and submit a list, together with their bid, of at least 3 customers and types of services done for the past 3 years.
- 1.2 Contractor shall obtain necessary city permits for excavation in public right of way. Contractors must register with City of Lubbock Right of Way Management Coordinator to obtain these permits. Permits for proposed installation in the TXDOT Right of Way will be obtained by LP&L personnel prior to the start of construction.
- 1.3 Jobs, projects and work orders are to be quoted on the attached estimating form (ATTACHMENT A), approval must be authorized by LP&L department representative and superintendent prior to commencement of work. STAMPED SPECIFICATIONS/JOB PLANS ARE REQUIRED FOR ANY JOB/PROJECT EXCEEDING \$20,000.00.**
- 1.4 The Contractor shall guarantee to provide detailed project cost estimate within five business days of formal estimate request from LP&L Engineering. Contractor shall guarantee to start projects within five business days of formal notice to proceed from LP&L Engineering. Contractor guarantees once work begins to continue work until complete and not leave job to work other projects unless authorized by LP&L Engineering. All prices on any ditches, excavations shall include any necessary equipment, back-filling, proper compaction, barricades, installation of warning tape (furnished by LP&L) 18" below grade, and cleanup of site. All prices on bores shall include the above items with the addition of bore pit, pilot holes, and approach ditch. Back-filling shall proceed in a timely manner and in accordance with these specifications. Where cables or conduits are being installed by LP&L the Contractor shall promptly begin back-filling of trenches after being notified by LP&L that cable or conduit installation is completed. The Contractor shall guarantee all excavations against sinking for a period of one year. The Contractor shall be responsible for shoring any and all excavations five feet or more in depth, as required by the Occupational Safety and Health Act. The Contractor shall be available for any pre-construction meeting as needed.
- 1.5 Prior to any excavation, the Contractor shall establish in writing a total cost including a maximum number of days, hours, cubic yard, and/or linear feet for each job proposal. No work shall proceed without prior approval of LP&L. Change authorizations will be considered by LP&L if the need arises due to unforeseen circumstances. If the change results in higher cost to project above the original cost estimate, a revised estimate shall be provided by contractor upon approval of LP&L. It is the intent of this bid that typical electric utility and underground traffic trenching work will be performed for the rates and units of measure as indicated on Exhibit A. It is the further intent that the items and services shown under these headings are turn-key or complete services. The services and items listed under heading LP&L other are intended to be used only for unusual circumstances or projects that do not fit under the scope of work described under other headings.

1.6 Billing invoices shall be itemized with charges separated accordingly. LP & L shall reserve the right to inspect time sheets on each project to confirm charges. No charges will be automatically paid that should be included in the footage rate, the hourly rate, or the boring rate. All invoices shall reflect a job number and location furnished to the Contractor by LP&L. Invoices for work shall be submitted to LP&L for payment within 30 days of the completion of work.

1.7 Payment terms net 30 after receipt of invoice.

1.8 Contractor shall submit a list of subcontractors used in the completion of scheduled work.

1.9 Projects may include the installation of third-party conduit for communications in the same trench with LP&L and per LP&L specifications. Contractor shall coordinate with LP&L and appropriate Communications contractor for said installation in accordance with any standing Joint Trenching Agreement and any ratified appendices or exhibits. All material to be installed will be provided by the Communications contractor.

2. PREPARATION FOR WORK:

The Contractor shall immediately upon entering a project site for the purpose of beginning work, locate all general reference points (see Example I for Transformer & Pedestal Locations in 20ft. Alleys) and take any action necessary to prevent their destruction; lay out his own work and be responsible for all ditch lines, elevations, and measurements of construction, grading, utilities, and other work executed by him under this contract. The Contractor shall exercise proper precautions to verify dimensions shown on drawings before laying out work. Existing lines shown on drawings are not guaranteed as to size, location or completeness. The Contractor will be held responsible for any damage resulting from the Contractor's failure to locate exact type, size, and depth of existing lines. Any proposed LP&L electric line that interferes with existing lines shall be relocated or re-routed by the Contractor as directed by LP&L Engineering Department. LP&L shall be responsible for locating center lines of ditches with appropriately marked stakes and for furnishing the Contractor with bottom of ditch elevations.

3. PROTECTION:

- 3.1 The Contractor shall be responsible for locating existing utilities, and adequately protecting, at all times, the adjoining property and surrounding areas including landscaping and improvements, other utility facilities; and at the Contractor's expense, restore any damage to utilities or property. The Contractor's responsibility shall also include the removal of excess soil and related excavated materials not used in the back-filling of excavations.
- 3.2 The Contractor shall provide at his expense all markers, lights, and solid barricades necessary to guard and protect all excavations and shall be responsible for any damage and liability from the neglect of these duties. In TXDOT Right of Way, contractor shall adhere to TXDOT Barricade Standards.
- 3.3 Protect, at all times, the excavations and site from damage by rainwater, spring water, ground water, backing up of drains or sewers, and all other water hazards. The Contractor shall provide all pumps, equipment and enclosures to provide this protection. Excavations damaged by flooding or cave-ins shall be cleaned and enlarged to accommodate the installation of conduit pipes, cables, pedestals, or manholes as required by drawings and specifications.
- 3.4 The Contractor shall be responsible for loss by theft and damage by negligence, rain, wind, storms, frost, and heat to Owner furnished materials placed in his charge.

- 3.5 Vehicle and equipment parking shall be arranged to minimize disruptions to normal traffic flow and pedestrian access. Blocking of doorways, sidewalks, handicap access, and fire lanes is prohibited.
- 3.6 Avoid parking on sidewalks, bricked areas, ramps, and sprinkler systems. Parking partially on the street and the sidewalk or curb shall be prohibited. If street parking is necessary, vehicles shall be parked parallel and adjacent to the curb with appropriate cones and barricades. The Contractor shall obtain permission from LP&L when parking or driving on a sidewalk or other landscaped area is necessary. If LP&L's permission is not obtained, then any damage or repair cost will be charged to the Contractor.

4. LAWS, REGULATIONS, CODES, AND ORDINANCES:

- 4.1 Construction shall conform to applicable requirements of the latest edition of the following documents:
 - The National Electric Code, (latest edition)
 - The Occupational Safety and Health Act.
 - API 1166 Excavation Monitoring and Observation
 - All local, state, and national codes, ordinances, rules, and regulations not specifically mentioned above but which apply to the proposed construction including city and state standards for barricades.
 - Occupational Health and Safety Act requirements for shoring and bracing ditches and excavations. The Contractor shall provide if necessary, shoring and sheet piling in compliance with the same.
 - In case of conflict between any of the documents mentioned above, the highest requirements shall govern.
- 4.2 No extras shall be allowed for any changes to make the work conform to the regulations of the above mentioned documents; they shall be considered as completely included in the contract prices. Nothing in these specifications or drawings is to be construed to permit work not conforming to these documents and codes.

5. INSPECTION:

LP&L representatives shall at all times have access to the project site for inspection of the work.

Materials furnished to the Contractor by LP&L shall be inspected by the Contractor and LP&L upon receipt. The Contractor shall be responsible for the safe handling and storage of all material furnished to him and shall replace, at his own expense, all material that becomes damaged or defective due to negligence by the Contractor.

Assigned work not performed to specifications will be redone by the Contractor within 48 hours at no additional cost to LP&L.

6. BARRICADES:

The Contractor shall provide, install, and maintain for the duration of the work all necessary rigid barricades, warning signs and signals and shall take all other precautions to safeguard persons, adjoining property, including improvements thereon, against injuries and damages of every nature whatsoever. Yellow warning tape attached to rebar will not be an acceptable method of barricading

an excavation. In TXDOT Right of Way, contractor shall adhere to TXDOT Barricade Standards. In City of Lubbock Right of Way, contractor shall adhere to City of Lubbock Barricade Standards.

7. TRENCH EXCAVATION:

Pricing is requested for trenching of various widths and depths. Under other portions of this bid, pricing is requested for turn-key trench, backfill, and conduit installation by the Contractor. Under either bid, the Contractor shall perform all clearing, excavating, filling, grading, and related services necessary to complete work shown on drawings and specified herein. Completely remove and dispose of off-site all trees, shrubs, excess soil, and debris from area.

8. CONDUIT INSTALLATION:

All conduit installation must conform to City of Lubbock Design Standards and specifications. Bid items pricing is requested for turn-key trench, backfill, and conduit installation by the Contractor. Under these bid items, the Contractor is to install conduits furnished by LP&L. Conduits shall be installed in a continuous run such that the conduit laying shall begin at one end of the trench and proceed to the other end. Support conduits in the trench with the use of factory fabricated plastic conduit spacers to provide proper horizontal and vertical spacing and secure the entire assembly with heavy twine or tie wire. Use solvent cement as directed by the conduit manufacturer in making up all PVC joints. During construction, protect partially completed conduit installations from entrance of dirt and debris with the use of factory made conduit plugs. As directed and as soon as practical after the laying of the conduit, encase the conduit with a minimum of 6" of concrete above the conduit bank and between the conduit bank and earth. Weight or secure conduits so as to avoid floating. Install the concrete encasement in one pour if possible. Do not allow heavy masses of concrete to fall on conduits. Insure that the top of the concrete is reasonably level. Materials will be furnished by LP&L as specified below.

9. CABLE INSTALLATION:

All cable installation must conform to City of Lubbock Design Standards and specifications. Under other appropriate proposal items, pricing is requested for cable installation in accordance with the acceptable underground cable installation practices. Contractor is to install cable-in-pipe furnished by LP&L. Cable-in-pipe shall be installed in a continuous run such that the cable laying shall begin at one end of the trench and proceed to the other end. Contractor shall leave a slack length minimum of 6' of cable-in-pipe above grade for terminations at locations specified by LP&L and approximately 50' at pole locations. Each end of cable-in-pipe shall be protected and sealed with approved plastic cap or five or more layers of plastic electrical tape# 33 to prevent dirt or moisture from entering cable and pipe. Cable-in-pipe shall be laid down as flat as possible in the trench on clean soil (without sharp dirt materials that may cause pipe or cable damage) without kinks throughout its entire length. Minimum bending radius shall be 24".

Contractor shall provide reel handling equipment capable and appropriate for handling the following sizes and weights of reeled cable-in-pipe at a minimum:

<u>Cable-in-pipe</u>	<u>Reel Size</u>	<u>Weight of Cable</u>
1/0 AL, 25kV	60"wide & 84" Flange Diameter	Reel of 2500'@1.0581bs/ft.
350 AL, 600V Triplex	60"wide & 84" Flange Diameter	Reel of 1000'@1.9041bs/ft.
4/0 AL, 600V Triplex	60"wide & 84" Flange Diameter	Reel of 2000'@1.1451bs/ft.
4/0 AL, 600 V Quad	60"wide & 84" Flange Diameter	Reel of 1000'@1.7591bs/ft.

10. BORING:

The Vendor's price per foot for boring shall include all work necessary to complete the boring such as excavating bore pit, receiving pit and pilot holes. Where bore pit, receiving pit or pilot holes have to be excavated in concrete or asphalt areas, the Contractor will be paid the unit prices for cutting and repairing concrete or asphalt. However, extra cubic yard or hourly charges for excavation will not be paid. Prices quoted on bores shall be one (1) price up to 59 inches. Reference Line item 97 for bore between depths of 60 and 120 inches.

11. WELDING OF CASING:

- 11.1 Procedures for welding casing pipe joints shall be established in accordance with the requirements of the American Petroleum Institute, API Standard 1104, 17th Edition, September, 1988, Section 2 – Qualification of Welding Procedures for Welds Containing Filler-Material Additives, Paragraphs 2.1 through 2.6.
 - 11.1.a Qualifications of Welders: All welding of casing pipe on these projects shall be performed by welders who have been qualified in accordance with the requirements of API Standard 1104, 17th Edition, September, 1988 Section 3 – Qualifications of Welders, Paragraphs 3.1, 3.2, 3.4, 3.6, 3.7, and 3.8.
 - 11.1.b Welding of Casing Pipe: All design and preparation of casing pipe joints and all production welding of casing pipe joints shall meet the requirements of API Standard 1104, 17th Edition, September, 1988, Section 4 – Design and Preparation of a Joint for Production Welding, Paragraphs 4.1 through 4.11.
 - 11.1.c Inspection and Testing of Welds: All production welds shall be inspected and tested by Engineer or assigned inspector. Contractor holds responsibility to notify Engineer sufficiently in advance of performing any welding work for Engineer to prepare for inspection and testing. Contractor shall provide Engineer's inspector with free access to the Work to inspect, and provide inspector with reasonable facilities and space for inspecting, testing, and obtaining information relative to the materials used and the progress and condition of the Work.
 - 11.1.c.1 Inspection and Testing of welds shall be performed by visual examination in accordance with API Standard 1104, 17th Edition, September, 1988, Section 5 – Inspection and Testing of Production Welds, Paragraphs 5.1 through 5.4 and Section 8 – Procedures for Nondestructive Testing, Paragraphs 8.1.

- 11.2 Inspection of the Work by Engineer shall not relieve Contractor of the responsibility for the quality of all welding performed or for performing the Work as specified.
 - 11.2.a Acceptance Standards: Engineer shall accept or reject any production weld in accordance with the criteria of API Standard 1104, 17th Edition, September, 1988, Section 6 – Acceptance Standards for Nondestructive Testing, Paragraphs 6.1, 6.2, 6.3, and 6.7.
 - 11.2.b Defective Welds: Any welds which inspection has determined to be defective shall be repaired or removed in accordance with the requirements of API Standard 1104, 17th Edition, September, 1988, Section 7 – Repair and Removal of Defects, Paragraphs 7.1 and 7.2.

12. MANHOLE EXCAVATION:

The excavation shall be laid out so that when the manhole is set, the cast in conduit terminators will be in line with the conduit assembly. The depth of the manhole excavation shall be to the grade shown on the drawings with an additional 12" space minimum at the bottom to facilitate placement of base material. An additional 12" minimum on all sides shall be excavated to permit maneuvering and final adjustment of the manhole. The base material shall be coarse gravel and shall be installed prior to the installation of the manhole. Excavation shall be benched or shored appropriately per OSHA requirements.

The actual installation of the manhole and rings shall be completed by LP&L personnel or by the contractor as specified by LP&L. The Contractor shall backfill around and over the manhole and perform compaction as required below.

13. SWITCH PAD VAULT INSTALLATION:

In projects where switch cabinets are required, LP&L may choose to install switch pads with built in vaults. These are pre-fabricated concrete pads that have a small vault or "basement" below the pad allowing more room for LP&L personnel to train large feeder conductors w/ concentric cables.

The excavation and installation for these switch pads shall be handled similar to the manhole excavations. The base material shall be coarse gravel and shall be installed prior to the installation of the switch pad vault.

14. BACKFILLING:

- 14.1 Where excavation in existing dirt or grassy areas has taken place, proper compaction will be required & prices included in per foot price.
- 14.2 Any excavation in paved areas shall be compacted in 6" layers to 95% modified by means of a pneumatic tamper or mechanic device.
- 14.3 All back-filling material shall be free from refuse, boulders, rocks, stones, or other unsuitable material. Existing material from excavation shall be used for back-filling.
- 14.4 At the option of LP&L, selected ditches may be back-filled with flowable backfill in order to speed up the backfill operation and minimize interruptions to customer operations or traffic. Flowable backfill will be installed when specifically requested by LP&L.
- 14.5 Compaction testing will be performed in accordance with ANSI / ASTM D698. If test results do not meet specified requirements, remove work, replace, and retest at no cost to owner (LP&L).
 - 14.5.1 Frequency of tests: One test every lift every 100 feet
 - 14.5.2 LP&L or designated Inspector reserves the right to inspect all compaction.

15. PAVEMENT CUT AND REPAIR:

All pavement cut and repairs must conform to City of Lubbock Design Standards and specifications. Wherever it is necessary to make cuts in existing asphalt pavement or concrete areas, the cuts shall be made in such a manner as to cause the least amount of damage to adjoining surfaces. In removing the pavement, the surface shall be cut and the amount of pavement to be removed shall be in accordance with dimensions shown in Examples II or III.

If ditches are in an area subject to LP&L paving specifications the compaction must meet all local ordinances rules and regulations. Concrete tee capping and reinforcing shall be in accordance with the details shown in the attached Examples II or III. The repair and replacement of asphalt paving shall be in accordance with the specifications on attached Example III. Asphaltic concrete for repairs shall be furnished and installed by the Contractor. Where concrete sidewalks, driveways, streets, or parking lots are cut, the concrete shall be leveled, troweled, and finished to match the existing concrete.

16. CLEAN UP

After the construction work is completed and before acceptance by LP&L, the Contractor shall remove all rubbish, excess material from excavation, and other debris from the work site, and all trench surfaces shall be bladed and all depressions caused by settlement shall be filled with top soil or sand and yard raked to existing grades.

At the end of each work day prior to contractor personnel leaving work site, measures shall be taken to reasonably clean and remove debris, equipment, barricades, etc. to minimize impact to adjacent properties, city personnel and members of the public. Remaining open excavations shall be properly barricaded per OSHA requirements prior to leaving work site.

Unless noted or directed otherwise, final grading and clean-up will be considered to be included in the cost of the particular excavation as designated in the Proposal Form.

17. FURNISHING OF MATERIALS:

- 17.1 Unless noted or directed otherwise, LP&L will furnish or provide and pay for the following materials for installation by the Contractor:
 - 1 Conduits or conduits with cable
 - 2 PVC
 - 3 Spacers with Bands
 - 4 Grout
 - 5 Gravel
 - 6 Rebar for tie down
 - 7 Concrete & flowable backfill
- 17.2 Pre-cast concrete manholes and switch pad vaults will be delivered to the job site by the contractor or the vendor. The contractor will be responsible for offloading and setting the manhole in the hole.
- 17.3 All other material listed above shall be picked up by the Contractor at either the City of Lubbock Warehouse, 302 Municipal Drive or LP&L facilities yard. Upon receipt of these materials, the Contractor shall assume full responsibility for the guarding and protection of these materials from loss or damage.
- 17.4 **Unless noted or otherwise directed, the Contractor shall provide, furnish, and pay for the following materials at no cost to LP&L:**

1 Steel Casings

17.4.1 Contractor is responsible for providing LP&L the written quotes for the Steel Casings to include markup percentage in order for LP&L to approve payment.

17.5 STEEL CASING

17.5.1 Steel Casing for carrier pipe shall be new welded steel pipe which complies with ASTM A139 (latest revision) excluding the hydrostatic test requirements, Grade B. Casing diameter and thicknesses specifications will be project specific and provided at the time.

17.5.2 Ends of casing pipe shall be beveled for welding. Beveled edge is on weld side of pipe.

18. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of certification of final completion by Owner's Representative.

19. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied and/or work not performed.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Damage to another contractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

Attachment A

LP&L Joint Trenching and Boring Bonded Services – Annual Pricing
Lubbock Power & Light
RFP 7106-26-ELD

JOB ESTIMATING FORM

(PLEASE PRINT CLEARLY)

LOCATION: _____ SHEET NO. ____ OF ____				
JOB/PROJECT#: _____				
CONTRACTOR / ESTIMATE BY: _____ DATE ____ / ____ / ____				
Printed Name				
DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST

TOTAL PRICING				

NOTE: ESTIMATING FORM MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK. STAMPED SPECIFICATIONS/JOB PLANS ARE REQUIRED FOR ANY JOB/PROJECT ORDER EXCEEDING \$8,000.00.

APPROVED BY:  _____
Contractor's Representative

APPROVED BY: _____
LP&L Representative

APPROVED BY: _____
LP&L Supervisor

**STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$50,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s),
as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Obligee), in the amount of _____ Dollars (\$ _____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 20th day of January, 2026, _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this 20th day of January 2026.

Surety

(Company Name)

*By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Lubbock County Agency

Lubbock County Agency's Address

City, State & Zip Code

Telephone Number

Surety

Mailing & Physical Address

City, State & Zip Code

Telephone Number

* By: _____
(Title)

Approved as to form:

City of Lubbock

By: _____
LP&L General Counsel

* Note: If signed by an officer of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

**STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$100,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s),
and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Oblige), in the amount of _____ Dollars (\$ _____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 20th day of January, 2026, _____

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this 20th day of January, 2026.

Surety

(Company Name)

* By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Lubbock County Agency

Lubbock County Agency's Address

City, State & Zip Code

Telephone Number

Surety

Mailing & Physical Address

City, State & Zip Code

Telephone Number

* By: _____
(Title)

Approved as to Form

City of Lubbock

By: _____
LP&L General Counsel

* Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28, 2026

Summary:

Consider and reject Request for Proposal (RFP) 7107-26-ELD, LPL Trenching and Boring Small Job Services - Annual Pricing.

Background/Discussion/Fiscal Impact:

This request is to reject the proposals received due to the award of RFP 7106-26-ELD - LPL Joint Trenching and Boring Bonded Services – Annual Pricing. The services requested under this RFP are no longer needed.

Recommendation:

Staff recommends rejection of the proposal for RFP 7107-26-ELD, LPL Trenching and Boring Small Job Services - Annual Pricing, 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 #7107-26-ELD (the “RFP”), regarding the LPL Trenching and Boring Small Job Services - Annual Pricing;

WHEREAS, the proposals 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 #7107-26-ELD, regarding the LP&L Trenching and Boring Small Job Services - Annual Pricing.

Passed by the Electric Utility Board this 28th day of January, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28, 2026

Summary:

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 LP&L and Sherman and Reilly, Inc., for Invitation to Bid (ITB) 7109-26-ELD, LP&L Wire Tensioner.

Background/Discussion:

This award is for one (1) Wire Tensioner which will be a new addition to LP&L's overhead department as approved in the FY 2025-26 Capital Program budget. Bids provided for the Electric Drum Puller were deemed not quoted as specified as specifications were not met. LP&L's Fleet department will update the specifications and re-bid the Electric Drum Puller.

Fiscal Impact:

A total of **\$1,743,000.00** is appropriated and **\$1,042,284.00** is available in account number **92934 (FY 2025-26 Vehicles & Equipment)** for this purpose.

Recommendation:

Staff recommends award of ITB 7109-26-ELD, LP&L Wire Tensioner, as concerns line items **1**, to **Sherman and Reilly Inc., of Chattanooga, Tennessee** for **\$110,552.00** with a delivery of 120 days, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award ITB #7109-26-ELD (the “Bid”), respecting the project described as Lubbock Power & Light Wire Tensioner and Electric Drum Puller, as more particularly described in the Bid (the “Project”), to Sherman and Reilly Inc., of Chattanooga, Tennessee.

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 28th day of January, 2026.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 28, 2026**

Capital Project Number:	92934
Capital Project Name:	FY 2025-26 Vehicles and Equipment

	Budget
Total Appropriation	\$ 1,743,000
Expended	<i>Contract or PO Number</i>
Toca LLC	21404396 \$ (24,755)
Expended to Date	\$ (24,755)
Encumbered	<i>Contract or PO Number</i>
Altec - Aerial Trucks	21404383 \$ (240,204)
Alamex Turret Reel Trailers	21404413 (95,472)
Caldwell County - Trucks	21404401 (127,397)
Grapevine CDJ - Trucks	21404402 (212,888)
Encumbered to Date	\$ (675,961)
Agenda Items for January 28, 2026	<i>Contract or PO Number</i>
Sherman + Reilly, Inc	7109-26-ELD \$ (110,552)
Malta Dynamics	7110-26-ELD (107,053)
Agenda Items for Consideration	\$ (217,605)
Estimated Costs for Remaining Appropriation	
4 Drum Puller	\$ (405,000)
Telescopic Handler	(185,000)
Contingency	(234,679)
Estimated Costs for Remaining Appropriation	\$ (824,679)
Remaining Appropriation	\$ -

Prepared by the Purchasing Department for the January 20, 2026 Electric Utility Board Meeting

ITB 7109-26-ELD - LP&L Wire Tensioner and Electric Drum Puller

Closed: December 4, 2025 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Delivery Days ARO
1	1	EA	Single Reel Wire Tensioner Sherman and Reilly INC	Chattanooga, TN	\$ 110,552.00	120
2	1	EA	Optional, Wire tensioner vandalism package for the control console. Sherman and Reilly INC	Chattanooga, TN	No Bid	No Bid
3	1	EA	Electric Drum Puller Sherman and Reilly INC	Chattanooga, TN	\$ 266,428.00	NQAS
			NQAS - Not Quoted as Specified			
			Non-Responsive TSE International, INC	Shreveport, LA		

TAB SHEET



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: January 28, 2026

Summary:

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 LP&L and Malta Dynamics, LLC., for Invitation to Bid (ITB) 7110-26-ELD, LP&L Mobile Fall Arrest Equipment for \$107,052.92 with a delivery of 35 days.

Background/Discussion:

This award is for one (1) Moblie Fall Arrest is a road-towable mobile fall protection anchor system, designed for two (2) workers. With a 360-degree rotating mast and hydraulic operation, it provides overhead anchorage up to 34 feet 6 inches, which will be a new addition to LP&L's substation department as approved in the FY 2025-26 Capital Program budget.

Fiscal Impact:

A total of \$1,743,000.00 is appropriated and \$1,042,284.00 is available in account number 92934 (FY 2025-26 Vehicles & Equipment) for this purpose.

Recommendation:

Staff recommends award of ITB 7110-26-ELD - LP&L Moblie Fall Arrest to **Malta Dynamics, LLC., of Malta, Ohio** for **\$107,052.92** with a delivery of 35 days, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

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

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

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award ITB #7110-26-ELD (the “Bid”), respecting the project described as Lubbock Power & Light Mobile Fall Arrest, as more particularly described in the Bid (the “Project”), to Malta Dynamics, LLC., of Malta, Ohio.

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 28th day of January, 2026.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

**Lubbock Power and Light
Capital Project
Project Cost Detail
January 28, 2026**

Capital Project Number:	92934
Capital Project Name:	FY 2025-26 Vehicles and Equipment

		<u>Budget</u>	
Total Appropriation	\$	1,743,000	
Expended			<i>Contract or PO Number</i>
Toca LLC		\$	(24,755)
Expended to Date	\$	(24,755)	
Encumbered			<i>Contract or PO Number</i>
Altec - Aerial Trucks		\$	(240,204)
Alamex Turret Reel Trailers			(95,472)
Caldwell County - Trucks			(127,397)
Grapevine CDJ - Trucks			(212,888)
Encumbered to Date	\$	(675,961)	
Agenda Items for January 28, 2026			<i>Contract or PO Number</i>
Sherman + Reilly, Inc		\$	(110,552)
Malta Dynamics			(107,053)
Agenda Items for Consideration	\$	(217,605)	
Estimated Costs for Remaining Appropriation			
4 Drum Puller	\$	(405,000)	
Telescopic Handler		(185,000)	
Contingency		(234,679)	
Estimated Costs for Remaining Appropriation	\$	(824,679)	
Remaining Appropriation	\$	-	

Prepared by the Purchasing Department for the January 20, 2026 Electric Utility Board Meeting

ITB 7110-26-ELD - LP&L Moblie Fall Arrest

Closed: December 19, 2025 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Delivery Days ARO
1	1	EA	Moblie Fall Arrest Malta Dynamics, LLC.	Waterford, OH	\$ 107,052.92	35

TAB SHEET