

# CITY COUNCIL

## MEETING AGENDA

SEPTEMBER 18, 2023, 7:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



### CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

### INVOCATION AND PLEDGE

### CITIZENS COMMENTS

*This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

### SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

*Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.*

1. Citizens Life Saving Award

### CONSENT AGENDA

*All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.*

- [2.](#) Consideration and possible action on the minutes from the September 5, 2023, meeting.
- [3.](#) Consideration and possible action to execute an agreement with Communities Foundation of Texas to receive a donation of \$5,000 from the Noble Fund (No. 06528) and authorize the City Manager to execute said contract.

4. Consideration and possible action on Ordinance 09-26-23, amending the budget for the 2022-2023 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.

## **ACTION ITEMS**

5. Consideration and possible action awarding the bid to Power Standard for the IH-35 Electric Utility Relocation Project and authorizing the City Manager to execute the agreement and all necessary documents.

## **FUTURE AGENDA ITEMS**

*The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.*

## **INFORMATIONAL ITEMS**

*Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.*

6. Atmos Annual Gas Cost Reconciliation Filing 08-16-2023
7. Atmos GCR Rate Filing Docket No. 10170 08-23-2023

## **ADJOURN**

**NOTE:** The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

## **CERTIFICATION**

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on September 14, 2023, at 10:00 AM.

**/s/Kelly Edwards**  
Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



## CITY COUNCIL COMMUNICATION

**DATE:** September 18, 2023

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the September 5, 2023, meeting.

**SUMMARY:**

N/A

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Approve the minutes from the September 5, 2023, meeting.

**ATTACHMENTS:**

City Council minutes

# CITY COUNCIL

## MEETING MINUTES

SEPTEMBER 05, 2023, 6:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



### CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 6:00 p.m.

### COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

### COUNCILMEMBERS ABSENT

None

### STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, and City Attorney Hugh Coleman.

### EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a closed Executive Session in Accordance with the Texas Government Code:

Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.  
For deliberations regarding a Wholesale Electric Power Agreement with Lower Colorado River Authority (LCRA).

Council convened into executive session at 6:01 p.m.

### RECONVENE INTO WORK SESSION

Reconvene into the Work Session. Any action deemed necessary as a result of Executive Session will be taken during the Regular Session.



Council reconvened into open session at 7:11 p.m.

No action taken.

## **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No discussion.

## **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 7:11 p.m.

## **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:20 p.m.

## **COUNCILMEMBERS PRESENT**

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Director Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton, and Police Lieutenant Justin Lewis.

## **INVOCATION AND PLEDGE**

Councilmember Chick gave the Invocation. The Pledge of Allegiance was led by Councilmember Dillon.

## CITIZENS COMMENTS

Reva Stevens, 3827 View Road, Sanger, regarding the EMS response time for an accident at the Senior Center and spending money for new Police vehicles.

## CONSENT AGENDA

1. Consideration and possible action on the minutes from the August 14, 2023, meeting.
2. Consideration and possible action on the minutes from the August 21, 2023, meeting.
3. Consideration and possible action to purchase one new Ford F150 Patrol Truck from Silsbee Ford and one new Chevrolet Tahoe Patrol vehicle from Holiday Chevrolet.
4. Consideration and possible action on ratifying Change Request No. 3 in the amount of \$5,372.00 with North Rock Construction for the Porter Park Softball Field Renovations.

Councilmember Chick had questions regarding Item 3 and Councilmember Dillon had questions regarding Item 4 of the consent agenda.

Motion to approve Item 1 and Item 2 made by Councilmember Bilyeu, Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann.  
Motion passed unanimously.

Staff responded to the different patrol packages for the applications of the vehicles.

Motion to approve Item 3 made by Councilmember Chick, Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann.  
Motion passed unanimously.

Staff responded to install costs for the wireless controled scoreboards and timers.

Motion to approve Item 4 made by Councilmember Chick, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Gann.  
Motion passed unanimously.

## PUBLIC HEARING ITEMS

5. Conduct a public hearing on Ordinance No. 09-23-23 amending Planned Development 04-11-22 (PD 04-11-22) to extend the boundaries to include approximately 21.17 acres of land, described as A0029A R BEEBE, 65B, from Agricultural (A) to Planned Development (PD) within the City of Sanger, and generally located south of FM 455 and East of Indian Lane.

Mayor Muir opened the public hearing at 7:37 p.m.

Director Hammonds stated that the applicant requested the item be withdrawn from the agenda.

Mayor Muir closed the public hearing at 7:37 p.m.

6. Conduct a public hearing on a request for a Specific Use Permit (SUP) for a Quick Service Food and Beverage use, at 904 S 5th Street, parking lot, located on approximately 0.291 acres of land described as A1241A TIERWESTER, TR, and generally located on the north side of 5th Street approximately 183 feet east of the intersection of 5th Street and Freese Drive.

Mayor Muir opened the public hearing at 7:38 p.m.

Director Hammonds provided an overview of the item and placement of the Food Truck.

Mayor Muir closed the public hearing at 7:41 p.m.

7. Conduct a public hearing on a request for the Replat of Lot 1R, Block A of the Powell Addition, being 1.05 acres located within the City of Sanger, generally located along the north side of Duck Creek Road approximately 511 feet west of the intersection of Duck Creek Road and South Stemmons Frwy.

Mayor Muir opened the public hearing at 7:41 p.m.

Director Hammonds provided an overview of the items, stating the current building was built across the property line.

Mayor Muir closed the public hearing at 7:42 p.m.

8. Conduct a public hearing on a rezoning from Planned Development-Townhome (PD-TH) to Planned Development-SF-1 (PD-SF-1) of approximately 14.908 acres of land, described as A0029A R BEEBE, 72B(2A), within the City of Sanger, and generally located on west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.

Mayor Muir opened the public hearing at 7:43 p.m.

Director Hammonds provided an overview of the item and the and variances requested by the applicant.

Mayor Muir closed the public hearing at 7:47 p.m.

## ACTION ITEMS

Mayor Muir moved to Items 17 and 18 of the agenda.

9. Consideration and possible action on Ordinance No. 09-23-23 amending Planned Development 04-11-22 (PD 04-11-22) to extend the boundaries to include approximately 21.17 acres of land, described as A0029A R BEEBE, 65B, from Agricultural (A) to Planned Development (PD) within the City of Sanger, and generally located south of FM 455 and East of Indian Lane.

Applicant withdrew request - no action taken.

10. Consideration and possible action on Ordinance No. 09-24-23 a request for a Specific Use Permit (SUP) for a Quick Service Food and Beverage use, at 904 S 5th Street, parking lot, located on approximately 0.291 acres of land described as A1241A TIERWESTER, TR, and generally located on the north side of 5th Street approximately 183 feet east of the intersection of 5th Street and Freese Drive.

Director Hammonds stated that no responses were received from the notification regarding the item.

Discussion ensued regarding the location of the Food Truck, any similar considerations to other mobile vendors, and required permits.

Motion to approve made by Councilmember Chick, Seconded by Councilmember Dillon. Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember DGann.

Motion passed unanimously.

11. Consideration and possible action on a request for the Replat of Lot 1R, Block A of the Powell Addition, being 1.05 acres located within the City of Sanger, generally located along the north side of Duck Creek Road approximately 511 feet west of the intersection of Duck Creek Road and South Stemmons Frwy.

Director Hammonds provided an overview of the item to create one Commercial lot and that staff recommends denial due to the applicant not satisfying all the comments.

Motion to deny made by Councilmember Bilyeu, Seconded by Councilmember Chick. Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann. Motion passed unanimously.

12. Consideration and possible action on Ordinance No. 09-25-23 a rezoning from (PD-TH) Planned Development-Townhome to (PD-SF1) Planned Development-SF1 of approximately 14.908 acres of land, described as A0029A R BEEBE, 72B(2A), within the City of Sanger, and generally located on west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.

Discussion ensued regarding Current zoning in the Planned Development, the use of the R-Code, the meandering sidewalk, the open space, and variances requested by the applicant, which would be similar to the proposed Residential Code.

Motion to approve the zoning change from (PD-TH) Planned Development-Townhome to (PD-R-1) Planned Development-Residential District R-1. made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Gann.  
Motion passed unanimously.

13. Consideration and possible action on Resolution 2023-14, Appointing members to the Parks and Recreation / Keep Sanger Beautiful Board.

Mayor provided an overview of the applications.

Motion to approve made by Councilmember Chick, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Bilyeu, Councilmember Dillon, and Councilmember Gann.  
Motion passed unanimously.

14. Consideration and possible action on the Final Plat of the Bentley Addition, being 1.064 acres of land described as A0658A JANUARY TR 33A, 34A, and 35A(PT) located in the City of Sanger's ETJ, and generally located on the east side of FM 2450 approximately 162 feet north of the intersection of FM 2450 and FM 455.

Director Hammonds provided an overview of the item and that staff recommends denial due to the applicant not satisfying all the comments.

Motion to deny made by Councilmember Bilyeu, Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann.  
Motion passed unanimously.

15. Consideration and possible action on the Minor Plat of Sims Street Addition, Block A, Lot 1 being 0.129 acres, located in the City of Sanger, and generally located on the east side of Sims Street approximately 97 feet north of the intersection of Sims St and Kirkland St.

Director Hammonds provided an overview of the item and allowance requested to build a home.

Motion to approve made by Councilmember Chick, Seconded by Councilmember Gann.

Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Dillon.  
Motion passed unanimously.

Mayor Muir recused himself for Item 16 of the Agenda.

16. Consideration and possible action on the Final Plat of Coffee Bistro 1187, being 0.779 acres, located in the City of Sanger, and generally located on the east side of FM 455

and approximately 218 feet n of the intersection of FM 455 and N Stemmons Frwy corner of FM 455 and N Stemmons Frwy.

Director Hammonds provided an overview of the item and dedication of the Right-of-Way on the plat.

Discussion ensued regarding the dedication of the Right-of-Way and the location of the building on the lot and 10<sup>th</sup> Street access.

Thomas Muir, 1201 Cowling Road, Sanger, partial property owner, spoke in favor of the plat.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Gann. Motion passed unanimously.

17. Consideration and possible action on the Preliminary Plat of Sanger Middle School, being 28.791 acres, located in the City of Sanger, and located at 105 Berry Street approximately 205 feet southwest of the intersection of Acker Street and Bolivar Street.

Director Hammonds provided an overview of the item.

Motion to approve made by Councilmember Gann, Seconded by Councilmember Dillon. Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Chick. Motion passed unanimously.

18. Consideration and possible action on the Preliminary Plat of Clear Creek Intermediate School, being 13.356 acres, located in the City of Sanger, and generally located on the west side of South Stemmons Frwy approximately 667 feet south of the intersection of the Business I-35 ramp and South Stemmons Frwy.

Director Hammonds provided an overview of the item.

Discussion ensued regarding property line boundaries.

Motion to approve made by Councilmember Chick, Seconded by Councilmember Gann. Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Dillon. Motion passed unanimously.

Mayor Muir moved back to Item 9 of the agenda.

19. Consideration and possible action on authorizing staff to issue a Request for Proposals for Solid Waste and Recycling Services (RFP# 2023-05).

Assistant City Manager Ciocan provided an overview of the item, including the revisions per Council direction.

Discussion ensued regarding the reporting requirements of the proposed vendors regarding the percentages of recycling load diverted to the landfill due to contamination.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Gann.

Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Dillon.  
Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Mayor Muir stated Denton County Appraisal District is accepting nominations to the board.

## **INFORMATIONAL ITEMS**

- 20. Disbursements Report June and July
- 21. Financial Statements May - July 2023

## **EXECUTIVE SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a closed Executive Session in Accordance with the Texas Government Code:

Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.

For deliberations regarding a Wholesale Electric Power Agreement with Lower Colorado River Authority (LCRA).

Section 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. - City Attorney

Council convened into executive session at 9:00 p.m.

## **RECONVENE INTO REGULAR SESSION**

Council reconvened into open session at 9:16 p.m.

Motion to approve a Wholesale Electric Power Agreement as discussed during executive session made by Councilmember Bilyeu, Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann.

Motion passed unanimously.

The council then reconvened into executive session at 9:17 p.m., pursuant to 551.074.

Council reconvened into open session at 11:22 p.m.

No action taken pursuant to Section 551.074.

## **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 11:22 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary





## CITY COUNCIL COMMUNICATION

**DATE:** 9/18/2023

**FROM:** Casey Welborn, Assistant Fire Chief

**AGENDA ITEM:** Consideration and possible action to execute an agreement with Communities Foundation of Texas to receive a donation of \$5,000 from the Noble Fund (No. 06528) and authorize the City Manager to execute said contract.

**SUMMARY:**

This donation will be used for Sanger Fire Department facility or equipment-related needs for the Sanger Fire Department (examples include but are not limited to Sanger Fire Department facility repairs and purchasing new or repairing Sanger Fire Department equipment), hiring new Sanger Fire Department staff, and fire prevention-related education (whether education of Sanger Fire Department personnel or of the general public), all of which shall benefit the Sanger Fire Department's community at large.

**FISCAL INFORMATION:**

Budgeted: NO

Amount: \$5,000.00

GL Account: n/a

Donation Item

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

Contract

## City of Sanger Agreement

This agreement (“Agreement”) is hereby made and entered into between:

- 1) **City of Sanger**
- 2) **Communities Foundation of Texas (CFT)**, a Texas nonprofit organization

The Agreement is entered into with regard to the (I) Purpose, (II) Distributions, and (III) Reporting on Distributions from CFT to the City of Sanger. This Agreement is valid from the Effective Date (date signed by CFT).

By signing this Agreement, City of Sanger attests that its organization continues and will continue for the term of this Agreement, to be exempt under 501(c)(3) of the Internal Revenue Code, and the funds will only be used for charitable and educational activities appropriate under sections 170(b) and 501(c)(3) of the Internal Revenue Code and will comply with the provisions of the Pension Protection Act of 2006. Funds received by City of Sanger pursuant to this Agreement may not be used to carry on illegal, political or lobbying activities.

**Purpose:** City of Sanger agrees that each Distribution of \$5,000 from the Noble Fund (#06528) to City of Sanger will be used for: Sanger Fire Department facility or equipment-related needs for the Sanger Fire Department (examples include but are not limited to Sanger Fire Department facility repairs and purchasing new or repairing Sanger Fire Department equipment), hiring new Sanger Fire Department staff, and fire prevention-related education (whether education of Sanger Fire Department personnel or of the general public), all of which shall benefit the Sanger Fire Department’s community at large.

In the event City of Sanger is uncertain, or that a potential use or uses of Distributions may not be a permitted otherwise comply with the requirements of this Agreement, City of Sanger shall contact National Grid Renewables Development, LLC at [info@nationalgridrenewables.com](mailto:info@nationalgridrenewables.com) or 952-988-9000 prior to such use of such Distributions to discuss those concerns so that National Grid Renewables Development, LLC, CFT, and City of Sanger can work together in good faith to ensure that the use of any such Distributions are of a permitted use and the requirements of this Agreement. Additionally, any final changes must be reviewed and approved by CFT. All uses of all Distributions shall align with National Grid Renewables Development, LLC’s and its affiliates’ industries, values and/or businesses.

The Noble Fund intends to continue to make annual, single payment Distributions to City of Sanger for up to twenty (20) years, as long as CFT receives sufficient gifts to the Noble Fund, and City of Sanger continues to use funds as stated above. Nothing in this document creates a legally binding pledge or a guarantee of payment from CFT.

**Each Distribution is a single annual payment.**

CFT prohibits the use of Distributions for non-charitable or for illegal, political or lobbying activities. All Distributions from the Noble Fund to City of Sanger are subject to CFT trustee approval.

Additionally, City of Sanger accepts responsibility for exercising full control over the expenditure of funds and will abide fully by the terms and conditions of this Agreement established with CFT. Please note that CFT may request the return of any unused funds for any funds not utilized toward the purpose as stated above.

**Reporting:** City of Sanger will provide CFT with documentation in the form of a short fiscal report and description of the work executed by **thirty (30) days before the one (1) year anniversary of each Distribution.**

**Publicity:** City of Sanger may acknowledge that a gift has been received from the Noble Fund at Communities Foundation of Texas. Prior to making or distributing to the public any Materials (with such “Materials” defined as all written or oral statements acknowledging Distributions from the Fund or this Agreement that are produced by City of



Sanger), City of Sanger shall provide the Materials to National Grid Renewables Development, LLC so that the Materials may be promptly reviewed and approved in advance in writing by National Grid Renewables Development, LLC to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications or social media. Any Materials developed by City of Sanger that reference or quote National Grid Renewables Development, LLC also will be promptly reviewed by and coordinated with National Grid Renewables Development, LLC. This process will be facilitated by National Grid Renewables Development, LLC's (or any successor of National Grid Renewables Development, LLC) Marketing & Communications Department.

**Assignment:** This Agreement may not be assigned, voluntarily or by operation of law (including without limitation, through City of Sanger's merger, conversion, consolidation, or other change of control of City of Sanger), without the written consent of CFT.

**AGREED as of the Effective Date (Date Signed by CFT):**

**City of Sanger:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Noblitt, City Manager (Representative)

**Communities Foundation of Texas:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wende Burton, Chief Philanthropy Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Berry, Sr. VP & Chief Financial Officer



## CITY COUNCIL COMMUNICATION

**DATE:** September 16, 2023

**FROM:** Clayton Gray, Finance Director

**AGENDA ITEM:** Consideration and possible action on Ordinance 09-26-23, amending the budget for the 2022-2023 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date,

### **SUMMARY:**

- The City's 2022-2023 annual budget included \$1,225,000 in the Fire Department for the purchase of an ambulance (\$300,000) and a ladder fire truck (\$925,000).
- The total cost of the fire truck is \$1,825,106.
  - The cost of the ladder truck at the time of order had increased to \$1,793,532. City Council approved this amount at the November 7, 2022 Council meeting.
  - A change order was subsequently issued for \$31,574. City Council approved this change order at the July 3, 2023 meeting.
- This budget amendment increases the Fire Department budget by \$900,106 to cover the increase over the original estimate.

### **FISCAL INFORMATION:**

Budgeted: No                      Amount: \$900,106                      GL Account: 001-24-6130

- This budget amendment will:
  - Increase expenditures in the General Fund by \$900,106.

### **RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval of Ordinance 09-26-23

### **ATTACHMENTS:**

- Ordinance 09-26-23
- Minutes from the City Council meeting on November 7, 2022
- Minutes from the City Council meeting on July 3, 2023

**CITY OF SANGER, TEXAS****ORDINANCE 09-26-23**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, (BUDGET AMENDMENT 5) AMENDING ORDINANCE #09-23-22, WHICH WILL AMEND THE BUDGET FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS PROVIDED; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

**WHEREAS**, the City Council approved Ordinance 09-23-22 adopting the budget for the 2022-2023 Fiscal Year on September 19, 2022; and

**WHEREAS**, this amendment was prepared and presented to the City Council, and after consideration, it is the consensus of the City Council to amend the approved budget ordinance; and

**WHEREAS**, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Sanger.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:**

**SECTION 1.** That the annual budget for the 2022-2023 Fiscal Year is hereby amended to increase expenditures in the General Fund by \$900,106 as shown in **Exhibit “A”**.

**SECTION 2.** Expenditures during the 2022-2023 Fiscal Year shall be made in accordance with the amended budget approved herein, unless otherwise authorized by a duly enacted ordinance of the City, and said budget document shall be on file for public inspection in the office of the City Secretary.

**SECTION 3.** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

**SECTION 4.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

**SECTION 5.** That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

**SECTION 6.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

**PASSED AND APPROVED** by the City Council of the City of Sanger, Texas, on this 16<sup>th</sup> day of August 2023.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Thomas E. Muir, Mayor**

\_\_\_\_\_  
**Kelly Edwards, City Secretary**

**APPROVED TO FORM:**

\_\_\_\_\_  
**Hugh Coleman, City Attorney**

**EXHIBIT A**  
Ordinance 08-26-23

<b>G/L Account</b>	<b>Account Type</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Adjustment</b>
001-24-6130	Expenditure	Vehicles	\$1,225,000	\$2,125,106	\$900,106
<i>To provide for the expenditures associated with the Ladder Truck for the Fire Department</i>					

# **CITY COUNCIL**

## **MEETING MINUTES**

**NOVEMBER 07, 2022, 7:00 PM**

**CITY COUNCIL REGULAR MEETING**

**HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**



### **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:00 p.m.

### **COUNCILMEMBERS PRESENT**

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

### **COUNCILMEMBERS ABSENT**

Councilmember, Place 3	Dennis Dillon
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### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Parks & Recreation Superintendent Ryan Nolting, Director of Economic Development Shani Bradshaw, Marketing and Civic Engagement Director Donna Green, Chief of Police Waylan Rhodes, Fire Marshal Casey Welborn, Fire Lieutenant Brandon Shepard, and Director of Public Works Jim Bolz.

### **INVOCATION AND PLEDGE**

Councilmember Chick gave the invocation, the Pledge of Allegiance was led by Councilmember Gann.

### **CITIZENS COMMENTS**

No one addressed the Council.



## REPORTS

1. Construction update from DEC Engineering, Dannenbaum, regarding the IH-35 / FM 455 Expansion Project.

Joe Garcia, DEC Engineering, provided an update and overview of the project.

Discussion ensued regarding sanitary sewer connections along the West corridor of FM 455, bore under IH-35, utility relocation being completed by the end of the year, TxDOT mobilization timing, and traffic planning.

## CONSENT AGENDA

2. Consideration and possible action on the minutes from the October 14, 2022, work session.
3. Consideration and possible action on the minutes from the October 17, 2022, meeting.
4. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .200MG elevated storage tank located at Acker Street in the amount not to exceed \$565,516.00 and further authorizing the City Manager to execute.
5. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Cherry Street in the amount not to exceed \$297,770.00 and further authorizing the City Manager to execute.
6. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .300MG ground storage tank located at Cherry Street in the amount not to exceed \$440,750.00 and further authorizing the City Manager to execute.
7. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Utility Road in the amount not to exceed \$144,397.00 and further authorizing the City Manager to execute.

Councilmember Chick asked to discuss Items 4-7 of the Consent Agenda separately.

Motion to approve **Items 2 and 3** made by Councilmember Chick Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Barrett and Councilmember Gann.

Motion passed unanimously.

Director Bolz provided an overview of the contract with Maguire Iron for the storage tanks.

Discussion ensued regarding the roof of the tanks, contract provisions, warranties, total costs per location, and the appropriation of the annual amounts by fiscal year.

Motion to approve **Item 4** made by Councilmember Bilyeu Seconded by Councilmember Gann.

Voting Yea: Councilmember Barrett and Councilmember Chick.

Motion passed unanimously.

Motion to approve **Item 5** made by Councilmember Chick Seconded by Councilmember Gann.

Voting Yea: Councilmember Barrett and Councilmember Bilyeu.

Motion passed unanimously.

Motion to approve **Item 6** made by Councilmember Gann Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett and Councilmember Bilyeu.

Motion passed unanimously.

Motion to approve **Item 7** made by Councilmember Bilyeu Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett and Councilmember Gann.

Motion passed unanimously.

## **ACTION ITEMS**

8. Consideration and possible action on a Final Plat of lots 1 and 2 of Union Hill Road Addition, being 13.143 acres, located in the City of Sanger's ETJ, and generally located on the north east corner of FM 455 and Union Hill Road.

Director Hammonds provided an overview of the item stating the plat meets the requirements and right-of-way was dedicated.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

9. Consideration and possible action on authorizing staff to issue a Request for Proposal 2023-02 for the Porter Park softball field renovations.

Director Nolting provided an overview of the item.

Discussion ensued regarding the construction timeline, contract terms, and completion date before the beginning of the season.

Motion to approve made by Councilmember Bilyeu Seconded by Councilmember Gann.  
Voting Yea: Councilmember Chick and Councilmember Gann.  
Motion passed unanimously.

10. Consideration and possible action on contract with All American Dogs for animal control services.

Chief Rhodes provided an overview of the item.

Discussion ensued regarding the level of services, service enhancements, cost savings, staff reduction, user fees for trapping, contract terms, infrastructure fees, and costs based on additional homes.

Motion to approve made by Councilmember Barrett Seconded by Councilmember Chick.

Voting Yea: Councilmember Bilyeu and Councilmember Gann.  
Motion passed unanimously.

11. Consideration and possible action to purchase a Fire Apparatus Ladder Truck in the amount of \$1,793,532.00 through an Interlocal Purchasing Agreement with HGAC and authorizing the City Manager to execute all necessary documentation.

Fire Marshal Welborn provided an overview of the item.

Discussion ensued regarding the length of the apparatus, cost, additional training, and manufacturer-provided training.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Chick and Councilmember Gann.  
Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

City Manager Noblitt will schedule a two-day work session early next year regarding planning and development strategies, the vision, and other items as requested by Council regarding the City's growth.

## **INFORMATIONAL ITEMS**

12. Disbursements Report September 2022
13. Financial Statement August 2022
14. CIP Report October 12, 2022



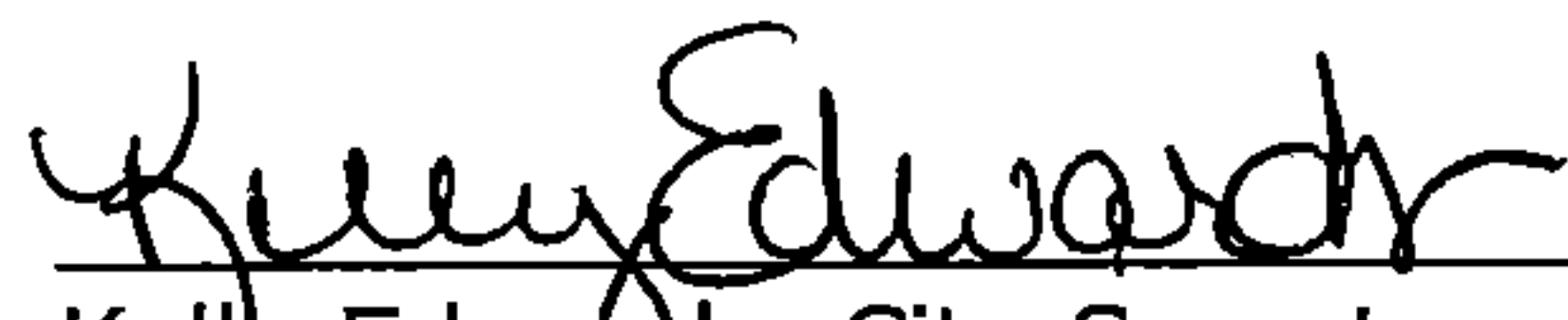
15. Financial Statement September 2022

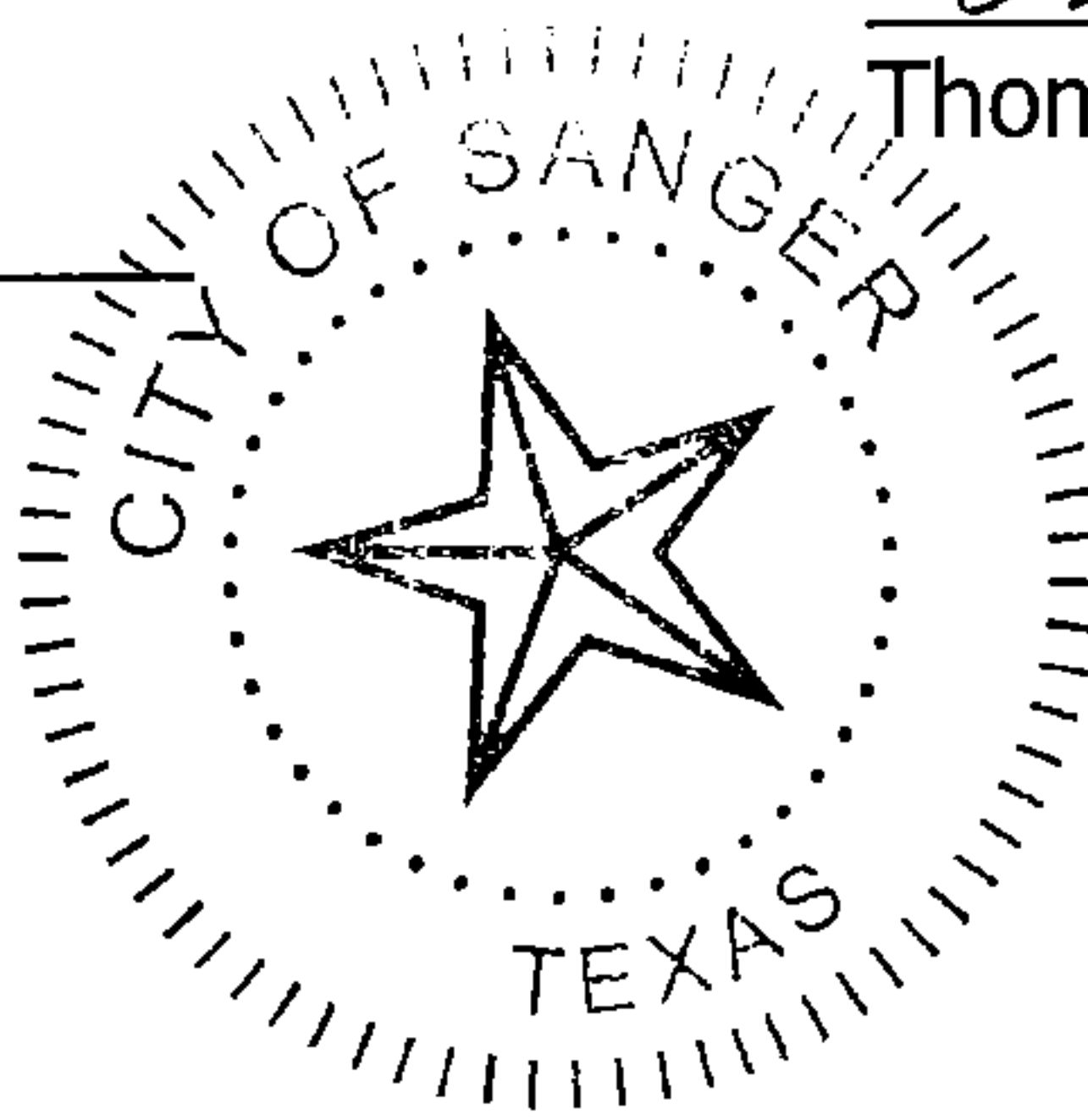
16. Atmos Rider GCR - Rate Filing Docket No. 10170 - October 26, 2022

Discussion ensued regarding any year-end adjustments.

## ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:26 p.m.

  
Kelly Edwards, City Secretary



  
Thomas E. Muir, Mayor



# CITY COUNCIL

## MEETING MINUTES

JULY 03, 2023, 6:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



### CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 6:00 p.m.

### COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick

### COUNCILMEMBERS ABSENT

Councilmember, Place 5	Victor Gann
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### STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Superintendent Ryan Nolting, Municipal Court Administrator Christy Dyer, Assistant Fire Chief Casey Welborn, Interim Electric Director Ronnie Grace, Director of Public Works Jim Bolz, Library Director Laura Klenke, and Police Lieutenant Justin Lewis.

### DISCUSSION ITEMS

1. Presentation and discussion regarding the City of Sanger's 2023-2024 Annual Budget.

Director Gray provided a presentation and overview of the proposed budget for the General Revenues Fund and General Fund Expenditures.

Discussion ensued regarding the timeline and organization of the budget, public hearing meeting dates, Truth and Taxation language, legislative action regarding property taxes, grants to increase the number of Fire personnel, and future debt.



**OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No discussion.

**ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 6:57 p.m.

**CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:06 p.m.

**COUNCILMEMBERS PRESENT**

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick

**COUNCILMEMBERS ABSENT**

Councilmember, Place 5	Victor Gann
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**STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Superintendent Ryan Nolting, Assistant Fire Chief Casey Welborn, Interim Electric Director Ronnie Grace, Director of Public Works Jim Bolz, and Police Lieutenant Justin Lewis.

**INVOCATION AND PLEDGE**

Councilmember Bilyeu gave the Invocation. The Pledge of Allegiance was led by Councilmember Chick.

**CITIZENS COMMENTS**

No one addressed the Council.

## REPORTS

2. Construction update from DEC Engineering (Dannenbaum) regarding the IH-35 / FM 455 Expansion Project.

Rodney Prince stated that all the utilities had been moved for the project, that TxDOT (Webber) has not shared any construction timeline details with DEC, and that they are collecting all the necessary documents to submit to TxDOT for reimbursement.

3. Report on the street rehabilitation program.

Director Bolz provided a presentation and overview of the program providing a schedule of streets to be repaired through Fiscal Year 2028.

Discussion ensued regarding combining projects to control mobilization costs and a proposed Street Utility Maintenance Program (SUMP) for future repairs.

## CONSENT AGENDA

4. Consideration and possible action on the minutes from the June 20, 2023, meeting.
5. Consideration and possible action on Ordinance No. 07-12-23, amending the budget for the 2022-2023 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.
6. Consideration and possible action on a contract with Antero Group to conduct the housing study and authorize the City Manager to execute said contract.
7. Consideration and possible action on a Standard Utility Agreement with TXDOT for the relocation of Electric utilities for the I-35 Expansion project, including the reimbursing expenses spent and authorizing the City Manager to execute the agreement and all necessary documents.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Bilyeu and Councilmember Chick.

Motion passed unanimously.

## ACTION ITEMS

8. Consideration and possible action on Resolution 2023-10, Appointing and Reappointing members to the 4A Industrial Development Corporation; 4B Development Corporation; Board of Adjustment; Library Board; and the Planning and Zoning Commission.

Mayor Muir provided an overview of the item.

Discussion ensued regarding the number of applications received.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Bilyeu and Councilmember Chick.

Motion passed unanimously.

9. Consideration and possible action on Change Order No. 1 in the amount of \$31,574.00 with Spartan for Ladder Truck and authorize the City Manager to execute said Change Order No. 1.

Assistant Fire Chief Welborn provided an overview of the item.

Discussion ensued regarding the change order customizing the truck for the City's needs.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett and Councilmember Dillon.

Motion passed unanimously.

10. Consideration and possible action on a contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$466,788.00, and authorize the Mayor or City Manager to execute said contract.

Director Bolz provided an overview of the item.

Motion to approve made by Councilmember Dillon, Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Barrett and Councilmember Chick.

Motion passed unanimously.

11. Consideration and possible action on the purchase and installation of backup generators at critical facilities in the amount of \$717,351.00 from Clifford Power Systems.

Director Bolz provided an overview of the item.

Discussion ensued regarding the natural gas and diesel selections being based on the location and that the cost is the total cost, including the labor for installation.

Motion to approve made by Councilmember Chick, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Barrett and Councilmember Bilyeu.

Motion passed unanimously.



12. Consideration and possible action to reject the bid response for broadband expansion (RFP-2023-04).

Assistant City Manager Ciocan provided an overview of the item.

Discussion ensued regarding the reallocation of the ARP funds for other qualifying projects.

Motion to reject the bid made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

### **FUTURE AGENDA ITEMS**

Councilmember Chick requested a future discussion regarding staffing levels and turnover.

Councilmember Bilyeu requested an update on the City's electrical needs and long-term capital expenditures.

Councilmember Dillon requested a list of capital projects and development projects that have been approved and the status of those projects.

### **INFORMATIONAL ITEMS**

13. Disbursements Report May 2023

14. Financial Statements March 2023 and April 2023

### **EXECUTIVE SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

#### **Section 551.071. CONSULTATION WITH ATTORNEY**

For deliberations regarding legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Municipal Utility District No. 12 (MUD 12)

Council convened into executive session at 8:28 p.m.



## RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 9:40 p.m.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Chick, authorizing the City Manager and City Attorney to take any necessary action as discussed in Executive Session.

Voting Yea: Councilmember Barrett and Councilmember Dillon.

Motion passed unanimously.

## ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 9:40 p.m.



Kelly Edwards, City Secretary



Thomas E. Muir, Mayor







## CITY COUNCIL COMMUNICATION

**DATE:** September 18, 2023

**FROM:** Ronnie Grace, Interim Director of Electric

**AGENDA ITEM:** Consideration and possible action awarding the bid to Power Standard for the IH-35 Electric Utility Relocation Project and authorizing the City Manager to execute the agreement and all necessary documents.

**SUMMARY:**

- The proposed IH-35 Expansion Project will necessitate the adjustment, removal, and relocation of the Electric Utilities.
- Received one bid for the IH-35 Electric Utility facilities relocation for the City of Sanger and one no bid.
- The IH-35 Project is TXDOT Reimbursable. (TXDOT agreement approved July 5, 2023)

**FISCAL INFORMATION:**

Budgeted: Yes                      Amount: \$4,912,013.32  
This amount includes a \$50,000.00 Contingency.

GL Account: 840-58-6529.2

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

Letter of recommendation from Bobby Singletary.  
Bid-including the contract.

September 7, 2023

Mayor and Council  
City of Sanger, TX  
502 Elm Street  
Sanger, Texas 76266

**Re: Bid Tabulation**

Relocating Electric Power Distribution Facilities on Mandated Portion of IH35

Honorable Mayor and Council:

Power-D Utility Services, LLC (Power-D) has completed the tabulation of the one (1) bid received and opened on Tuesday, August 22, 2023 for the above referenced project.

The bidders and the bid amounts are as follows:

<u>Bidder</u>	<u>Bid Amount</u>
<i>Power Standard, LLC</i>	<i>\$4,912,013.32</i>

Power-D examined the bids and found Power Standard, LLC, was the lowest bidder meeting all qualifications and taking no exceptions also provided a bid bond through an “A” rated bonding company. The Contractor’s ability to bond this project indicates a level of financial stability. Power Standard, LLC. has been a responsible contractor on previous projects for CoServ and numerous other clients and is capable of performing the specified work in a satisfactory manner in the timeframe requested.

Power-D recommends that City of Sanger award the Project to Power Standard, LLC. for the amount not to exceed Four Million, Nine Hundred Twelve Thousand , Thirteen Dollars and Thirty-two Cents (\$4,912,013.32). This amount includes the total unit bid amount of \$4,862,013.32 plus a contingency of \$50,000.00 for a total contract amount of \$4,912,013.32


If you have any questions, please call me at (936) 522-8172.


Sincerely,  
POWER-D UTILITY SERVICES, LLC



Robert (Bobby) Singletary, P.E.  
Manager/Partner



 PO Box 1607  
Andrews, TX 79714

 432-523-2046

 [PowerStandard.com](http://PowerStandard.com)

August 22, 2023

City of Sanger, Texas  
502 Elm Street  
Sanger, Texas

Attn: Office of the City Secretary

RE: Relocating Electric Power Distribution Facilities

Dear City Secretary:

Power Standard, LLC appreciates the opportunity to provide pricing for the Relocating Electric Power Distribution Facilities project.

We have read the RFP documents and have provided a price to complete the project safely and on schedule. Our proposal includes the required commercial documents as well as information which proves our capability to successfully complete the project.

We thank you for the opportunity to provide our quotation and trust that you will find the following information to be complete and in accordance with the request for proposal. Should you have any questions or require additional information, please do not hesitate to contact the Power Standard team.

Best Regards,



Justin Zapf  
Business Development Manager  
Power Standard, LLC  
432—924-1977



CITY OF SANGER  
RFP #2023-08 RELOCATING ELECTRIC POWER DISTRIBUTION FACILITIES

UNIT	DESCRIPTION	WORK FUNCTION	UoM	QTY	LABOR & EQUIPMENT UNIT PRICE	MATERIAL PRICE	EXTENDED PRICE
<b>OVERHEAD CONSTRUCTION</b>							
<b>POLES</b>							
<b>INSTALL</b>							
P35-3	35' CLASS 3 WOOD POLE	INSTALL	EA	1	\$ 1,204.16	\$ 937.50	\$ 2,141.66
P40-3	40' CLASS 3 WOOD POLE	INSTALL	EA	5	\$ 1,349.85	\$ 1,100.00	\$ 12,249.26
P45-2	45' CLASS 2 WOOD POLE	INSTALL	EA	148	\$ 1,508.08	\$ 1,600.00	\$ 459,996.07
P60-H1	60' CLASS H1 WOOD POLE	INSTALL	EA	2	\$ 3,016.14	\$ 5,144.08	\$ 16,320.44
SSP45	45' SELF-SUPPORTING CONCRETE POLE	INSTALL	EA	25	\$ 2,002.91	\$ 23,137.50	\$ 628,510.16
<b>REMOVE</b>							
P30-3	30' CLASS 3 WOOD POLE	REMOVE	EA	14	\$ 730.32	\$ -	\$ 10,224.51
P35-3	35' CLASS 3 WOOD POLE	REMOVE	EA	4	\$ 730.32	\$ -	\$ 2,921.29
COMM POLE	COMMUNICATION POLE	REMOVE	EA	1	\$ 730.32	\$ -	\$ 730.32
P40-3	40' CLASS 3 WOOD POLE	REMOVE	EA	12	\$ 805.73	\$ -	\$ 9,668.73
P45-2	45' CLASS 2 WOOD POLE	REMOVE	EA	6	\$ 917.01	\$ -	\$ 5,502.05
SP40-3	40' CLASS 3 STEEL POLE	REMOVE	EA	32	\$ 1,562.81	\$ -	\$ 50,010.03
SP45-3	45' CLASS 3 STEEL POLE	REMOVE	EA	82	\$ 1,652.09	\$ -	\$ 135,471.49
SP50-3	50' CLASS 3 STEEL POLE	REMOVE	EA	2	\$ 1,817.30	\$ -	\$ 3,634.60
SP55-2	55' CLASS 2 STEEL POLE	REMOVE	EA	2	\$ 1,999.03	\$ -	\$ 3,998.06
SP55-3	55' CLASS 3 STEEL POLE	REMOVE	EA	2	\$ 1,999.03	\$ -	\$ 3,998.06
<b>OH FRAMING</b>							
<b>INSTALL</b>							
A1 SLACK	SINGLE PHASE SLACK SPAN TAP	INSTALL	EA	3	\$ 303.69	\$ 306.36	\$ 1,830.14
A5	SINGLE PHASE DEADEND	INSTALL	EA	1	\$ 400.68	\$ 160.08	\$ 560.75
C1	3-PHASE XARM	INSTALL	EA	1	\$ 543.17	\$ 427.16	\$ 970.33
C1 SLACK	3-PHASE SLACK SPAN TAP	INSTALL	EA	4	\$ 543.17	\$ 1,296.22	\$ 7,357.54
C1-2	3-PHASE XARM	INSTALL	EA	130	\$ 606.10	\$ 440.39	\$ 136,043.33
C2-2	3-PHASE XARM DOUBLE SUPPORT	INSTALL	EA	19	\$ 973.73	\$ 925.12	\$ 36,078.16
C7	3-PHASE XARM DEADEND	INSTALL	EA	4	\$ 824.69	\$ 771.10	\$ 6,383.15
C7-1	3-PHASE XARM DEADEND	INSTALL	EA	34	\$ 824.69	\$ 771.10	\$ 54,256.77
C8	3-PHASE XARM DOUBLE DEADEND	INSTALL	EA	5	\$ 2,341.76	\$ 1,350.68	\$ 18,462.24
C8-1	3-PHASE XARM DOUBLE DEADEND	INSTALL	EA	1	\$ 1,899.08	\$ 1,141.77	\$ 3,040.85
C10-2	3 PHASE XARM FLAT SGL SUPPORT	INSTALL	EA	1	\$ 546.48	\$ 481.32	\$ 1,027.80
C20-2	3 PHASE UNDERBLD DOUBLE SUPPORT	INSTALL	EA	1	\$ 980.35	\$ 980.06	\$ 1,960.41
E1-2	3/8" SINGLE DOWN GUY	INSTALL	EA	20	\$ 348.85	\$ 71.60	\$ 8,408.98
E6-2	3/8" DOUBLE DOWN GUY	INSTALL	EA	20	\$ 563.69	\$ 143.21	\$ 14,137.99
F1-2	ANCHOR 10" SCREW TYPE	INSTALL	EA	2	\$ 579.60	\$ 222.39	\$ 1,603.97
F1-5	ANCHOR 12" SCREW TYPE	INSTALL	EA	38	\$ 596.16	\$ 264.04	\$ 32,687.73
G9	TRANSFORMER SINGLE PHASE	INSTALL	EA	8	\$ 1,210.75	\$ 546.41	\$ 14,057.25
T25	25KV TRANSFORMER	INSTALL	EA	6	\$ 592.39	\$ 2,082.40	\$ 16,048.76
T1.5	1.5KV TRANSFORMER	INSTALL	EA	1	\$ 345.70	\$ 906.04	\$ 1,251.74
T10	10KV TRANSFORMER	INSTALL	EA	1	\$ 549.96	\$ 1,359.67	\$ 1,909.63
K14	POLE SERVICE ATTACHMENT	INSTALL	EA	19	\$ 105.48	\$ 1.33	\$ 2,029.49
M2-1	POLE GROUND (GROUND ROD)	INSTALL	EA	47	\$ 278.92	\$ 1,419.34	\$ 79,818.23
M2-2	POLE GROUND (BUTT PLATE)	INSTALL	EA	180	\$ 227.31	\$ 1,359.61	\$ 285,647.08
M5-10	CUTOUT	INSTALL	EA	19	\$ 350.96	\$ 134.76	\$ 9,228.50
M9-13	3-PHASE CAPACITOR BANK CONTROLLED	INSTALL	EA	2	\$ 5,346.57	\$ 96,102.87	\$ 202,898.87
M3-15	LOAD BREAK SWITCH GANG OPERATED	INSTALL	EA	1	\$ 5,871.71	\$ 9,439.57	\$ 15,311.28
ST/L	STREETLIGHT (WOOD POLE ATTACHED)	INSTALL	EA	12	\$ 170.66	\$ 798.75	\$ 11,632.90
<b>REMOVE</b>							
A1	SINGLE PHASE	REMOVE	EA	2	\$ 160.96	\$ -	\$ 321.91
A1 SLACK	SINGLE PHASE SLACK SPAN TAP	REMOVE	EA	3	\$ 160.96	\$ -	\$ 482.87
A5	SINGLE PHASE DEADEND	REMOVE	EA	6	\$ 238.96	\$ -	\$ 1,433.78
C1	3-PHASE XARM	REMOVE	EA	12	\$ 400.75	\$ -	\$ 4,809.02
C1 SLACK	3-PHASE SLACK SPAN TAP	REMOVE	EA	3	\$ 400.75	\$ -	\$ 1,202.25
C1-1	3-PHASE XARM DOUBLE SUPPORT	REMOVE	EA	1	\$ 475.60	\$ -	\$ 475.60
C1-2	3-PHASE XARM	REMOVE	EA	67	\$ 428.21	\$ -	\$ 28,690.34
C2-2	3-PHASE XARM DOUBLE SUPPORT	REMOVE	EA	20	\$ 575.29	\$ -	\$ 11,505.81
C5-1	3-PHASE VERTICAL SINGLE DEADEND	REMOVE	EA	10	\$ 591.21	\$ -	\$ 5,912.07
C7	3-PHASE XARM DEADEND	REMOVE	EA	8	\$ 655.78	\$ -	\$ 5,246.20
C7-1	3-PHASE XARM DEADEND	REMOVE	EA	11	\$ 655.78	\$ -	\$ 7,213.53
C8	3-PHASE XARM DOUBLE DEADEND	REMOVE	EA	14	\$ 1,250.80	\$ -	\$ 17,511.14
C8-1	3-PHASE XARM DOUBLE DEADEND	REMOVE	EA	3	\$ 982.89	\$ -	\$ 2,948.67
CF1-2V	3-PHASE VERTICAL CONST	REMOVE	EA	15	\$ 943.02	\$ -	\$ 14,145.31
C10-2	3 PHASE XARM FLAT SGL SUPPORT	REMOVE	EA	1	\$ 449.44	\$ -	\$ 449.44
C20-2	3 PHASE UNDERBLD DOUBLE SUPPORT	REMOVE	EA	5	\$ 551.18	\$ -	\$ 2,755.89
E1-2	3/8" SINGLE DOWN GUY	REMOVE	EA	32	\$ 234.36	\$ -	\$ 7,499.53
E6-2	3/8" DOUBLE DOWN GUY	REMOVE	EA	29	\$ 419.03	\$ -	\$ 12,151.91
F1-2	ANCHOR 10" SCREW TYPE	REMOVE	EA	11	\$ 335.34	\$ -	\$ 3,688.73
F1-5	ANCHOR 12" SCREW TYPE	REMOVE	EA	50	\$ 356.04	\$ -	\$ 17,801.98
G9	TRANSFORMER SINGLE PHASE	REMOVE	EA	13	\$ 844.36	\$ -	\$ 10,976.71
G310	3-PHASE TRANSFORMERS 120/240V CLOSED DELTA	REMOVE	EA	2	\$ 2,865.92	\$ -	\$ 5,731.85
T25	25KV TRANSFORMER	REMOVE	EA	9	\$ 414.67	\$ -	\$ 3,732.06



T15	15KV TRANSFORMER	REMOVE	EA	4	\$	384.97	\$	-	\$	1,539.89
T1.5	1.5KV TRANSFORMER	REMOVE	EA	2	\$	241.99	\$	-	\$	483.98
T10	10KV TRANSFORMER	REMOVE	EA	2	\$	384.97	\$	-	\$	769.94
T5	5KV TRANSFORMER	REMOVE	EA	2	\$	384.97	\$	-	\$	769.94
J10	SECONDARY CLEVIS	REMOVE	EA	26	\$	76.09	\$	-	\$	1,978.27
K14	POLE SERVICE ATTACHMENT	REMOVE	EA	2	\$	74.10	\$	-	\$	148.19
M2-2	POLE GROUND (BUTT PLATE)	REMOVE	EA	1	\$	159.12	\$	-	\$	159.12
M5-5	INSULATOR AND CROSS ARM SADDLE	REMOVE	EA	6	\$	89.30	\$	-	\$	535.81
M5-6	ARRESTOR	REMOVE	EA	3	\$	168.20	\$	-	\$	504.61
M5-10	CUTOUT	REMOVE	EA	11	\$	237.06	\$	-	\$	2,607.71
M9-13	3-PHASE CAPACITOR BANK CONTROLLED	REMOVE	EA	1	\$	2,968.69	\$	-	\$	2,968.69
PRI METER	PRIMARY METER BANK	REMOVE	EA	1	\$	2,968.69	\$	-	\$	2,968.69
M3-15	LOAD BREAK SWITCH GANG OPERATED	REMOVE	EA	2	\$	4,176.34	\$	-	\$	8,352.67
MOS	AIR BREAK SWITCH	REMOVE	EA	2	\$	4,176.34	\$	-	\$	8,352.67
ST/L	STREETLIGHT (WOOD POLE ATTACHED)	REMOVE	EA	17	\$	106.66	\$	-	\$	1,813.24

**CONDUCTOR**

<b>INSTALL</b>										
#4 ACSR	#4 ACSR OVERHEAD CONDUCTOR	INSTALL	FT	226	\$	1.98	\$	0.77	\$	620.69
#2 ACSR	#2 ACSR OVERHEAD CONDUCTOR	INSTALL	FT	638	\$	2.00	\$	1.31	\$	2,114.02
1/0 ACSR	1/0 ACSR OVERHEAD CONDUCTOR	INSTALL	FT	580	\$	2.36	\$	1.65	\$	2,327.12
477 ACSR	477 ACSR OVERHEAD CONDUCTOR	INSTALL	FT	28,101	\$	4.94	\$	3.09	\$	225,865.28
795 ACSR	795 ACSR OVERHEAD CONDUCTOR	INSTALL	FT	87,138	\$	5.47	\$	4.87	\$	900,408.48
#6 DPLX	#6 DPLX OVERHEAD CONDUCTOR	INSTALL	FT	352	\$	3.36	\$	1.67	\$	1,770.12
1/0 TPLX	1/0 TPLX OVERHEAD CONDUCTOR	INSTALL	FT	305	\$	4.27	\$	5.87	\$	3,092.02

<b>REMOVE</b>										
#4 ACSR	#4 ACSR OVERHEAD CONDUCTOR	REMOVE	FT	1,212	\$	1.98	\$	-	\$	2,396.96
#2 ACSR	#2 ACSR OVERHEAD CONDUCTOR	REMOVE	FT	8,638	\$	2.00	\$	-	\$	17,284.79
1/0 ACSR	1/0 ACSR OVERHEAD CONDUCTOR	REMOVE	FT	756	\$	2.36	\$	-	\$	1,785.88
#6 DPLX	#6 DPLX OVERHEAD CONDUCTOR	REMOVE	FT	1,028	\$	3.36	\$	-	\$	3,454.08
#2 DPLX	#2 DPLX OVERHEAD CONDUCTOR	REMOVE	FT	206	\$	3.48	\$	-	\$	716.47
#2 TPLX	#2 TPLX OVERHEAD CONDUCTOR	REMOVE	FT	355	\$	4.09	\$	-	\$	1,450.86
1/0 TPLX	1/0 TPLX OVERHEAD CONDUCTOR	REMOVE	FT	474	\$	4.27	\$	-	\$	2,023.51
1/0 QPLX	1/0 QPLX OVERHEAD CONDUCTOR	REMOVE	FT	27	\$	5.18	\$	-	\$	139.83
477 ACSR	477 ACSR OVERHEAD CONDUCTOR	REMOVE	FT	95,536	\$	4.94	\$	-	\$	472,365.75

**UNDERGROUND CONSTRUCTION**

<b>INSTALL</b>										
2E6 BORE	2 - 6" BORE	INSTALL	FT	2,406	\$	67.75	\$	10.41	\$	188,058.36
UPED	UNDERGROUND PEDESTAL	INSTALL	EA	1	\$	599.80	\$	409.85	\$	1,009.65
2" PVC	2" PVC PIPE	INSTALL	FT	85	\$	2.14	\$	10.69	\$	1,090.30
BH4	BACKHOE 4' DEEP	INSTALL	FT	85	\$	19.36	\$	-	\$	1,646.01
UP6B	PRIMARY RISER 3PH 2-6" 900A	INSTALL	EA	6	\$	7,160.82	\$	11,380.12	\$	111,245.61
PME-6	SWITCHGEAR	INSTALL	EA	1	\$	2,397.10	\$	48,545.00	\$	50,942.10
PRI CABINET	PRIMARY CABINET	INSTALL	EA	1	\$	1,641.45	\$	45,732.50	\$	47,373.95
PAD CABINET	PAD FOR PRIMARY CABINET	INSTALL	EA	1	\$	1,068.40	\$	2,812.50	\$	3,880.90
US2	SECONDARY RISER 2"	INSTALL	EA	3	\$	1,018.62	\$	622.38	\$	4,923.01
UP4	PRIMARY RISER 3 PHASE 4"	INSTALL	EA	1	\$	3,315.48	\$	2,259.52	\$	5,575.00
UP2-3	PRIMARY RISER 3 PHASE 3-2"	INSTALL	EA	3	\$	5,083.48	\$	2,702.20	\$	23,357.04
ELBOW-200A	ELBOW TERMINATION	INSTALL	EA	15	\$	227.99	\$	91.44	\$	4,791.45
ELBOW ARRESTOR 10KV	ELBOW ARRESTOR	INSTALL	EA	6	\$	63.13	\$	153.58	\$	1,300.25

<b>REMOVE</b>										
UPED	UNDERGROUND PEDESTAL	REMOVE	EA	1	\$	599.80	\$	-	\$	599.80
US2	SECONDARY RISER 2"	REMOVE	EA	5	\$	406.48	\$	-	\$	2,032.39
UP4	PRIMARY RISER 3 PHASE 4"	REMOVE	EA	4	\$	1,672.44	\$	-	\$	6,689.76
UP2-3	PRIMARY RISER 3 PHASE 3-2"	REMOVE	EA	2	\$	2,440.66	\$	-	\$	4,881.32
UP2	PRIMARY RISER SINGLE PHASE	REMOVE	EA	1	\$	860.11	\$	-	\$	860.11
SEC RISER	SECONDARY RISER 4"	REMOVE	EA	2	\$	406.47	\$	-	\$	812.94

**CONDUCTOR**

<b>INSTALL</b>										
UD1/OTPLX	1/0 TPLX UNDERGROUND CONDUCTOR	INSTALL	FT	401	\$	2.38	\$	2.13	\$	1,807.96
UD4/OAL	4/0 ALUMINUM PRIMARY UNDERGROUND CONDUCTOR	INSTALL	FT	255	\$	7.86	\$	6.23	\$	3,590.95
UD750	750 ALUMINUM PRIMARY UNDERGROUND CONDUCTOR	INSTALL	FT	7,218	\$	16.93	\$	15.36	\$	233,074.26

<b>REMOVE</b>										
UD1/OTPLX	1/0 TPLX UNDERGROUND CONDUCTOR	REMOVE	FT	716	\$	2.38	\$	-	\$	1,706.68
UD1/OAL	1/0 ALUMINUM PRIMARY UNDERGROUND CONDUCTOR	REMOVE	FT	2,349	\$	5.23	\$	-	\$	12,287.02

**GRAND TOTAL \$ 4,862,013.32**



## Clarifications and Assumptions

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- 1) This proposal is based upon unrestricted site access for completion of our scope. Allowance for reduced production due to partial access of our work area caused by other contractors or work being completed by owner's personnel has not been included.
- 2) This proposal assumes normal work hours with no provisions for night or weekend work.
- 3) This proposal does not include any provisions for specific work zones and/or times due to Federal, County or Local requirements.
- 4) Power Standard's pricing is contingent on the availability of material. Should material delays cause the deadline of April 30, 2024 not to be met, Power Standard reserves the right to negotiate a new completion date.
- 5) Power Standard would like to offer the ability to utilize DCOI treated poles in exchange for the Creosote treated poles due to their current availability. There will not be an additional cost to using the DCOI poles, but using these poles can allow for a much sooner start on this project.
- 6) Changes or delays to the scope beyond Power Standard's control, including extreme weather conditions, may result in a cost and/or schedule adjustment.
- 7) Our proposal does not include any allowance for slurry or cased/shored excavation on pole holes. We are assuming dry, stable earth excavation for completion of all excavation activities.
- 8) Owner will provide the following:
  - a) Permitting for all applicable crossings. (i.e. DOT, Railroad, etc.)
- 9) Performance and Payment Bonds are included.
- 10) Work is assumed to be done consecutively without delays. No additional mobilizations and/or standby time have been included.
- 11) All backfill on wood poles is assumed to be pole foam and backfill on concrete poles will be concrete. In the event that any other backfill is required, a price for select backfill and disposal of soils will be provided.
- 12) In an effort to provide the best price to the City of Sanger and to promote a good partnership between Power Standard and the City of Sanger, all pricing is based on dry conditions. In the event any project encounters wet conditions, Power Standard will negotiate a change order for the additional costs incurred to utilize necessary equipment to complete the project (i.e. tracked equipment, matting, etc.), as well as any labor costs associated with additional time to complete. Power Standard's intention with this clarification is to not overprice the work for assumed weather in



the event the wet weather does not accumulate and cause the need for equipment and added labor costs.

- 13) Customer will provide ROW clearing and Tree Trimming
- 14) No sales tax is assumed to be included with our pricing. If job is not exempt from sales tax, sales tax will be passed through at cost.
- 15) Soils are assumed to be non-hazardous and non-contaminated. If any spoils are considered hazardous and require offsite disposal, all expenses for the offsite disposal will result in a change order.
- 16) In the event of a change order, the unit prices provided for the specific scope will be utilized to account for added quantities on the original scope provided. Should the need of the supplemental units arise, a unit price will be negotiated prior to the work being performed.
- 17) It is assumed that no steel casing will be used on this project.
- 18) The following are not included in our pricing and will be passed through to the Owner at cost plus 15%:
  - a) Installation of power line equipment or poles with cranes
  - b) All other pass-through invoices with the exception of Traffic Control.

## Table of Contents

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### **Cover Letter** **Table of Contents**

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- 2) Organizational Chart
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- 5) Recent Project Experience
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# Company Overview

Power Standard offers City of Sanger a leading infrastructure construction contractor that performs a full suite of electrical services. As a full-service electrical service provider, we deliver electrical automation, construction, and maintenance services focused on both utility electrical infrastructure systems and the renewable industry.

Power Standard’s construction and service teams have the expertise and equipment to install and maintain the requirements of the Electric Distribution Replacement Project with a safe service of the highest quality. Our Core Values and Mission Statement, shared by all employees from those in the field to the highest levels of management, guide us to do so.

Core Values
<ul style="list-style-type: none"><li>• Guardianship</li><li>• Great Courage</li><li>• Decency</li><li>• Embrace &amp; Drive Change</li><li>• Deliver Wow</li><li>• Build Relationships</li></ul>

Mission Statement
Building greatness, where people work to build a life, not just a living!
We not only believe that safety is a value; it is the foundation that our business is built around.
We work tirelessly to cultivate an atmosphere created by this value and belief

Power Standard provides a full scope of construction and maintenance services for electrical distribution systems, transmission, and substations throughout the United States.

Established in 2012 as kV Power, Power Standard is based in Andrews, Texas, with regional locations as follows:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Andrews, TX</li><li>• Pleasanton, TX</li><li>• Big Spring, TX</li></ul> | <ul style="list-style-type: none"><li>• Monahans, TX</li><li>• Carlsbad, NM</li><li>• Houston, TX</li></ul> |
|---|---|

Power Standard has constructed low, medium and high voltage distribution systems, transmission lines, substations, switching stations and interconnect stations up to 500 KV for both public and private clients throughout the United States. In addition to construction, we offer complete turnkey services, including project management, material procurement and management, quality assurance/control, certified bus welders, testing/commissioning, and project closeout.



Summary of Services		
Substation	Transmission	Distribution
<ul style="list-style-type: none"> <li>• Complete substation erection</li> <li>• Constructability review services</li> <li>• SWPP, site development and fencing</li> <li>• Turnkey foundation Installation</li> <li>• Certified Bus Welding</li> <li>• High, medium, a low voltage cable installation and terminations</li> <li>• HVDC, SVC, and series capacitor construction</li> <li>• Gas insulated substation construction (GIS)</li> <li>• Energization and testing support</li> <li>• Storm response</li> </ul>	<ul style="list-style-type: none"> <li>• Constructability review services</li> <li>• Right-of-Way preparation and clearing</li> <li>• Road construction</li> <li>• Environmental mitigation and compliance</li> <li>• Turnkey foundation installation</li> <li>• Wood, steel, and concrete pole installation</li> <li>• Lattice tower assembly and erection</li> <li>• Wire stringing, sagging, clipping and dead ending (implosive compression connectors)</li> <li>• Reconductor of existing transmission lines</li> <li>• Fiber optic cable installation and testing (OPGW/ADSS)</li> <li>• Energization and testing</li> <li>• Storm response</li> <li>• Energized Services</li> </ul>	<ul style="list-style-type: none"> <li>• Constructability review services</li> <li>• New construction overhead and underground</li> <li>• Upgrades and rehabilitation</li> <li>• Reconduct</li> <li>• Voltage conversions</li> <li>• Energized and de-energized</li> <li>• Boring and trenching</li> <li>• Right-of-way clearing and reclamation</li> <li>• Storm response</li> </ul>

## Safety

Power Standard brings a commitment to the health, safety, and wellness of our clients' and subcontractors' employees, our own employees, and to the communities where our services are provided. We provide a healthy and safe work environment that minimizes the risk of workplace injury and accidents.

Responsibilities of all employees include:

- Maintain a zero-incident focus in all work activity
- Make safety a 24/7 activity
- Demonstrate a caring attitude for the safety of all fellow employees
- Commit to and take ownership of safety
- Reinforce a company-wide, principle-based safety code of conduct
- Comply with all federal, state, and local regulatory requirements



Safety Statistics			
CATEGORY	2021	2022	2023 YTD
Average Head Count	586	832	725
Total Hours Worked	1,373,801	1,812,732	782,249
Fatality	0	0	0
Lost Time Case Count	1	4	1
Lost Time Workdays	7	233	25
Restricted Work Case Count	0	2	0
Restricted Workdays	0	42	0
Recordable Count	4	7	3
TRIR	0.58	0.77	0.59
EMR	0.64	0.57	0.63
DART	0.15	0.44	0.29

## Environmental

Power Standard's commitment to the environment is second only to safety. Strongly supported by executive management, we promote a work force culture of



environmental compliance. From day one, all employees are oriented to our compliance expectations. Our environmental awareness and orientation program, combined with continued training throughout construction, results in a workforce ready to meet the environmental challenges of our clients.

## QA/QC

Our principal quality objectives are to meet or exceed our client's expectations and to eliminate rework by performing our work to **build it right the first time**. We will monitor our performance against these objectives and our program plan will foster and require a process of continuous quality management improvement.

Our QA/QC processes encompass all aspects of the project, beginning with the tracking of material to delivery and installation in the field. Power Standard has a comprehensive QA/QC manual, which is project-specific and kept up to date in the field by experienced construction managers. Each part of the project is detailed, inspected, and documented, then consolidated into an electronic database and submitted to our clients.

## Highly Experienced & Consistent Work Force

Our project leadership teams bring a combined 180 years of experience with an average of 20 years.

Power Standard continues to serve in the evolution of training from a "required" process into forward-thinking, systematic programs for developing, motivating, and retaining highly skilled and trained employees. Every construction project or continuous presence site includes training activities. Training gives Power Standard a distinct advantage in the availability and retention of the best-trained and highly competent employees. This progressive philosophy is steadily paving the way for improvements toward increased safety, quality, and efficiency.

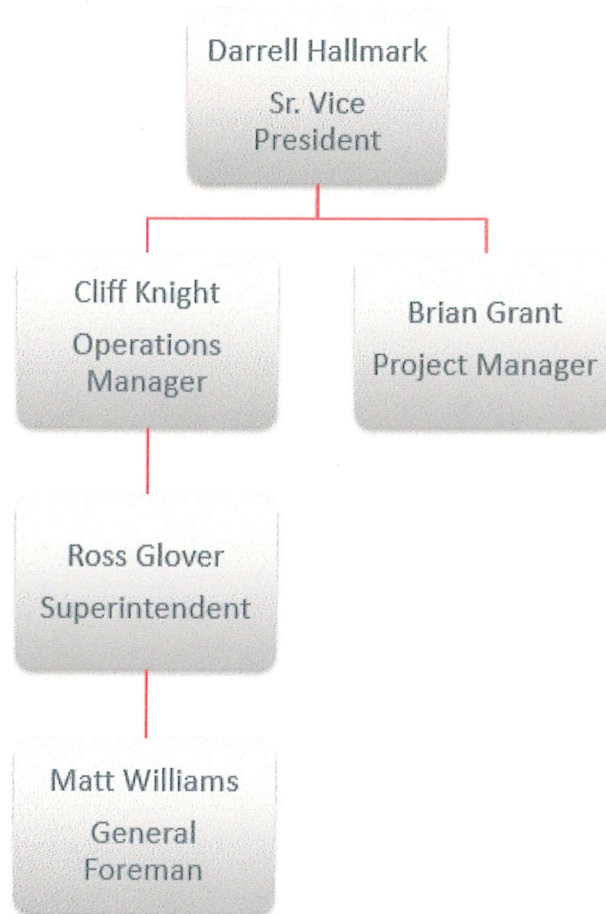
Training programs include but are not limited to the following:

- Safety training
- New hire orientation
- Craft training
- Leadership training
- Skill assessments
- Supervisor and foreman training
- Specialized skills training

## CONCLUSION

Power Standard offers City of Sanger a safe, environmentally aware, consistent, high quality, trained and highly experienced construction solution for the Relocating Electric Power Distribution project. We have the labor and management resources available to immediately support the project requirements.

## Organizational Chart





# Knight, Clifford

## Operations Manager

### Qualifications

32 years of Operations distribution and transmission for multiple electrical systems throughout the North Texas area.

### Skills

- Operations Management
- Contract Negotiations
- Estimation
- Safety Practices in field
- Personnel Management

### Certifications

- Journeyman Lineman US Department of Labor
- Senior Lineman Certification
- SCADA certification
- OSHA 10

### Professional Experience

**Operations Manager**  
**Power Standard, LLC**  
2023 - Present

**General Superintendent**  
**Primoris Services Corporation**  
2022 - 2023

**Operations & Maintenance Supervisor**  
**City of Denton – Denton Municipal Electric**  
2010 - 2022

**Crew Foreman**  
**Garland Power & Light**  
2008 - 2010

**General Foreman**  
**Infrustrux**  
2006 – 2008

**Senior Lineman**  
**Oncor**  
1991 - 2006

### Relevant Projects

- **Oncor**  
**Terminal E at DFW Airport (1996)**  
Project Description: Oversee the Installation of all Underground distribution to include pulling wire and terminating for Oncor's electric system.



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- **Oncor**  
**North East Mall Reconduct (1998)**  
Project Description: Manager crews for the installation and reconducts for Overhead and Underground distribution to include the installation and replacement of wire, poles, switch gears, and automated switches for growth of the North East Mall.
- **Oncor**  
**Reconducts and Installations (1991 - 2006)**  
Project Description: Multiple smaller projects that include the reconducts and installation and troubleshooting of Overhead and Underground systems for new construction and for growth and emergency restoration.
- **Infrustrux**  
**Underground Operations & Maintenance (2006-2008)**  
Project Description: Managed total of 12 crews for identifying and troubleshooting bad direct buried primary cable for the Oncor system. Managed crews for multiple new 600 amp & 200 amp underground projects.
- **Garland Power & Light**  
**Fire Wheel New Transmission & Substation Build (2008 - 2010)**  
Project Description: Manage crew on all stages of transmission and substation build to include digging pole holes, setting poles, pulling wire, and installation of bus work in substation. New construction and maintenance of overhead distribution.
- **City of Denton – Denton Municipal Electric**  
**Operations & Maintenance (2010 - 2022)**  
Project Description: Operation & Maintenance, Substations & Transmission and Distribution systems.

# Brian Grant

## Senior Project Manager

### Qualifications

Brian Grant has more than 11 years experience in the electric distribution industry. Mr. Grant has held roles in all areas of project management from estimating to serving as a Program Director, as well as roles within operations ranging from an apprentice to a General Superintendent.

### Skills

- Contract Management
- Project Management
- Project Controls
- Estimating
- Tracking and Trending Methods
- Process Improvements
- Operational Management
- Progress Reporting
- Budget Monitoring
- Financial Analysis
- Customer Relations
- Contract Negotiations

### Education

- Bachelor's of Science, Mathematics – Southeastern Oklahoma State University

### Certifications

- CPR and First Aid
- OSHA 10 and 20 Certified

### Professional Experience

**Senior Project Manager**  
**Power Standard, LLC**  
2023 - Present

**Distribution Program Director**  
**Primoris T&D Services, LLC**  
2022 - 2023

**Director of Estimating and Project Controls**  
**BHI Energy | Power Services, LLC**  
2021 - 2022

**Estimating and Controls Manager**  
**Primoris T&D Services, LLC**  
2012 - 2021

### Relevant Projects

- **Lockheed Martin**  
**Underground Cable Replacement (2016 - 2016)**  
Project consisted of upgrading cable for substation 4 and 5, phase II – loop 12 and 14 within the Fort Worth Lockheed Martin facility.
- **Wanzek Construction, Inc.**  
**Tyler Bluff Wind Farm (2016 - 2017)**  
This project was to install more approximately 13 miles of underground collection system for a new wind farm in Muenster, TX.
- **Bryan Texas Utilities**  
**Capital Improvement Projects (2018 - 2023)**  
Various projects ranging from overhead and underground maintenance to overhead reconductor throughout the Bryan Texas Utilities' system.



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- **Xcel Energy**

- **Wildfire Mitigation (2021 - 2022)**

- This project consisted of replacing poles and installing fireproof equipment in an effort to reduce the risk of wildfires.

- **Coserv Electric Cooperative**

- **Master Service Agreement (2012 - 2023)**

- This MSA consisted of upgrading and maintaining Coserv's powerline system over several projects including both overhead and underground projects such as reconductors, pole replacements, new construction for growth and emergency restoration.

- **Oncor Electric Delivery**

- **Master Service Agreement (2012 - 2023)**

- This MSA consisted of upgrading and maintaining Oncor's powerline system over several projects including both overhead and underground projects such as reconductors, pole replacements, new construction for growth and emergency restoration.





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# Welborn "Ross" Glover

## Superintendent

### Qualifications

Mr. Glover is Proactive professional with 14+ years of experience and a proven knowledge of distribution processes, safety compliance, and cost reduction.

### Certifications

- Journeyman Lineman
- CPR/First Aid
- OSHA 10

### Professional Experience

***Distribution Superintendent***  
**Power Standard, LLC**  
2022 - Present

***Overhead Distribution General Foreman***  
**Irby Construction**  
2018 - 2020

***Overhead Distribution Foreman***  
**B&B Electric**  
2016 - 2018

***Lineman***  
**Oncor Electric**  
2009 - 2014



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# Williams, Matthew

General Foreman

## Qualifications

Mr. Williams has 18 years of experience in the electrical utility construction industry.

## Skills

- Operations Management
- Contract Negotiations
- Estimation
- Safe Work Practices

## Education

- Captain Shreve High School  
2004

## Certifications

- OSHA 10
- OSHA 20
- OSHA 30
- Journeyman Lineman  
US Department of Labor
- Flagger/spotter
- Forklift

## Professional Experience

**General Foreman**  
**Power Standard, LLC**  
2023 - Present

**General Superintendent**  
**Primoris Services Corporation**  
2022 - 2023

**Operations Manager**  
**Mastec**  
2021-2022

**General Foreman**  
**Mastec**  
2018-2021

**Crew Foreman**  
**Mastec**  
2017-2018

**Crew Foreman**  
**Willbros**  
2015-2017

**Journeyman Lineman**  
**Willbros**  
2008-2015



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- **Oncor Electric Delivery**

- MSA (2008-2023)**

- This MSA consisted of upgrading and maintaining Oncor's powerline system over several projects including both overhead and underground projects such as reconductors, pole replacements, new construction for growth and emergency restoration.

- **Coserv Electric Cooperative**

- MSA (2015-2023)**

- This MSA consisted of upgrading and maintaining Coserv's powerline system over several projects including both overhead and underground projects such as reconductors, pole replacements, new construction for growth and emergency restoration.

- **Tri-County Electric Cooperative**

- MSA (2022-2023)**

- This MSA consisted of upgrading and maintaining Tri-County Electric Cooperative's powerline system over several projects including both overhead and underground projects such as reconductors, pole replacements, new construction for growth, duct bank installation and emergency restoration.

- **Xcel Energy**

- Wildfire Mitigation (2021)**

- This project consisted of replacing poles and installing fireproof equipment in an effort to reduce the risk of wildfires.

- **Garland Power and Light**

- Project Name (2021-2022)**

- This project consisted of installing and maintaining street lighting across Garland Power and Light's system



## Equipment List

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We intend to use the following equipment to complete the project scope. However, we reserve the right to change equipment as necessary.

- 3/4 Ton Pickup (3)
- Bucket Truck - 55' Material Handler (4)
- Digger Derrick - 47' Boom (2)
- Digger Derrick - Tandem Axle 65' Boom (1)
- Pole Trailer (2)
- Utility Trailer (2)
- Wire Trailer - 4 Reel (1)
- 4 Drum Rope Rig (1)
- Wire Tensioner (1)
- 1 Ton Flatbed (1)
- Backhoe (1)
- Equipment Trailer (1)
- Ug Wire Puller (1)
- Wire Trailer - Single Reel (1)

Bore Machine will be provided by subcontractor

## Recent Project Experience List

Division	Stage	Account Name	Opportunity Name	Project Description	Close Date	Work Start Date	Work End Date
Distribution	Closed - Won	Bryan Texas Utilities	CIP Projects for FY23		1/11/2023	2/1/2023	9/30/2023
		Lubbock Power & Light	Vicksburg Feeder Lines	This project consists of rebuilding approximately 4 miles of 25kV, 3Ø OHN, (477) primary distribution line. Rebuilding existing lines will include upgrading/replacing conductors, poles and equipment and is more fully described in the attached Plans and Specifications	1/10/2023	1/31/2023	4/21/2023
		CoServ	Distribution Unit contract		12/8/2022	11/28/2022	12/30/2022
		Principle Services, LLC	Cattenville Distribution	This project is to provide distribution work	10/28/2022	10/24/2022	11/19/2022
		Black & Veatch Holding Co	Cassville Q0722		10/28/2022	10/17/2022	4/15/2023
		Magic Valley Electric Cooperative, Inc.	Storm Contract	Storm contract for MNEC territory involving all aspects of electric distribution storm restoration.	7/29/2022	8/1/2022	8/1/2023
		Priority Power Management Ltd	PPM Seawolf PME 3 Distribution	New OHN construction of approximately 2 miles of 21.6kV distribution line to be installed from PME 3 to two (2) 1500KVA padmount transformers.	7/6/2022	7/18/2022	9/19/2022
		Pedernales Electric Cooperative Inc	PEC Construction Services 3 yr MSA (Overhead, Underground, & Maintenance)	3 yr Construction Services MSA - overhead, underground, and maintenance.	5/27/2022	6/1/2022	6/1/2025
		EXCO Resources Inc	Phase 3 Distribution Feeder	6 Miles of OH Distribution Phase 3 for EXCO	4/7/2022	5/2/2022	7/4/2022
		Schneider Engineering	Colgate Aruba	12 pole OH new construction	3/7/2022	4/1/2022	4/12/2022
		BPX	HVNE Facility 24.9kV Line Construction	Construct a 24.9-kV distribution line extension from the Kames Primary Metering Entrance (PME) point. The distribution line will feed various equipment at the BPX HVNE Facility. The distribution line is inside the BPX HVNE Facility and requiring training prior to entry and adherence to BPX safety and facility requirements. Typical Framing: a. A single-circuit will be installed on a wood pole line, in horizontal configuration, with an underhung neutral wire. b. Unbraced fiberglass crossarms with vertical post insulators with wire ties will be used for tangents and bolted deadends for deadends. c. Neutral wire will be supported with spool insulators with wire ties for tangents and mechanical deadends for deadends. Pole Embedment: a. All wood poles will be directly embedded to 10% + 2-ft of the pole length. Guys and anchors: a. The last pole on the extension will be guy-supported with two guy wires to a single plate anchor. b. Plate anchors shall be installed per manufacturers	1/7/2022	1/31/2022	2/11/2022
		Lubbock Power & Light	Distribution annual contract		12/3/2021	1/1/2022	12/31/2022
		American Electric Power	AEP Distribution Overhead Line Construction (DOLC)	DISTRIBUTION OVERHEAD LINE CONSTRUCTION AND MAINTENANCE SERVICES	10/6/2021	1/1/2022	12/31/2022
		OGE Energy	OH/JUG -Lone Oak 64	We will reconductor a 3 phase line E & W along Lake Durant Rd 18 spans of 3 phase Then bore North 700 feet down the same path as a single phase line to the underground addition this is due to easements! Once we are on the underground addition we will build a 3 phase line 12' to the east of the single phase line 8 spans of 3 phase when the 3 phase line is built remove the single phase line so that the new 3 phase line is in our right of way. 10/7/21 CL	12/16/2021	12/16/2021	2/15/2022
		Schneider Engineering	Scenic Loop Reconductor	approx. 8 mile reconduct	11/2/2021	11/15/2021	12/15/2021
		Schneider Engineering	Menger Creek Feeder Exits	18 Pole Primary Powerline Project for Bandera Electric Coop.	11/2/2021	11/8/2021	12/8/2021

OGE Energy	OGE OH/UG - Snow URD Tie-Line	Installing 3-0A57 - 34.5/19.9kV OH Tie Line West down Darlington RD NW and South down US HWY 270 to serve new Snow Subdivision	11/1/2021	11/1/2021	11/24/2021
		Project is to Extend Primary Overhead to feed new 23 lot URD. Place 34-403 Wood Poles, Placing 6,470 of 3 Phase Primary Overhead, 3 LA Stations, 2 Primary Riser Stations Trench 265' of 3-2COAL715 in 6" P40 and placed 12 Anchors.			
		Trench 265' ft of Primary 3-2/COAL715) Cable Pull-Pri 265' ft of Wire Install 34 Poles Install 2 Primary Risers Terminate 2 Primary Risers Job Details: - This job involves pulling 1.2 miles of 3 phase 1/0 with a 1/0 N. - Contractor will take pictures of Dynamometer and send to PM, Coordinator, & QA. Wire will be sag to D301.1.- Trench in 265# of 6" Pipe and pull in 3-2/C_OAL term both risers. Will have to install Trench Guard. -			
Priority Power Management Ltd	Costa Sectionalizers		12/15/2021	10/25/2021	11/15/2021
Texas New Mexico Power Company	Butler Road Substation Ckt 1440 - Overhead Portion	New circuit out of Butler Road Substation (2221 Phillips Rd, League City). Project to consist of both OH and UG construction. OH portion starting along I-45 southbound feeder road from approx. 1000 ft north of FM 646 south to approx. 300 ft north of Cross Colony. UG portion is out of substation approx. to 1000 ft east, parallel 6" conduits and 6-1000 MCM UG primary cables.	10/29/2021	10/18/2021	12/17/2021
		Scope of work, Install 28 wooden poles and associated materials, sites to be staked by TNMP Install approx. 5,000 linear ft 3-795 AAC primary conductors Install approx. 5,000 ft 4/0 AAC neutral conductor Install 2-Gang Operated Air Switches, sites 7 and 37 Install approx. 1000 ft. 2 - 6" conduits, existing conduits to attach are at fence just outside substation Install approx. 1,000 ft. 6 - 1,000 MCM AL 15 KV UG primary cables, from steel at substation to pole at site 7 Install 4 - 4' x 8' concrete vaults Retire 8 wooden poles and associated materials, pull poles where available Retire approx. 2,000 f			
OGE Energy	OH - Caiyun Grow House	Converting 3200ft of single phase to 3 phase Primary and Neutral, RP and Adding 18 total pole, 400ft of 3 phase UG Primary and Padmount to feed new Grow	11/9/2021	10/7/2021	10/15/2021
OGE Energy	OH - Caiyun Zhu Grow House Reconductor	Converting 3200ft of single phase to 3 phase Primary and Neutral, RP and Adding 18 total pole, 400ft of 3 phase UG Primary and Padmount to feed new Grow House	11/1/2021	10/7/2021	10/15/2021
	Steel Dynamics	Pole install, UG	8/26/2021	9/18/2021	9/22/2021
	Schneider Engineering	Set in line take off pole	8/26/2021	9/15/2021	9/15/2021
	Schneider Engineering	Colgate Longway	8/5/2021	9/1/2021	9/15/2021
	Murphy Exploration and Product	KBS Project	7/9/2021	9/1/2021	10/18/2021
	Texas New Mexico Power Company	242839 Hughes Road Feeder Extension-Lago Mar Pod 9- Medium voltage aerial and UG construction.	10/25/2021	8/30/2021	9/30/2021
		Lift Station			
	Blackout Power	TCEC Distribution System ReConduct	8/26/2021	8/18/2021	2/18/2024
	City of Granbury, Texas	T&E distribution contract	8/31/2021	8/16/2021	2/16/2022
		900 miles of reconduct OH & UG Distribution 3 man crew daily T&E			

Texas New Mexico Power Company	TNMP Windrose Green (Re-bid)	This bid will be for office work for the Windrose Green Subdivision Sect 1 on FM 523 in Angleton, Texas as highlighted in the attached sketches	8/2/2021	10/29/21
		Overhead		
		Install 25-45/1 and 1-45/3 poles, 4050 FT of 3-795 AAC primaries and N-4/0 AAC, 27 Anchors, 6-900A switches, 3-65A Line Fuse cutouts and all related material.		
		Underground		
		Install, 220 FT 2-6" Roll pipe conduits, 3-2" roll pipe conduits, 1-TXDOT load rated vault, 220 FT 6-1000 MCM AL UG 15KV primaries, 12-1000 MCM AL UG 15KV riser terminations, and all related material.		
		Boring required		
		Bore in 185 FT 1-20" steel casing and 191 FT 1-15" steel casing.		
		*Proposed road bores must comply with TXDOT Guidelines, see attached. Casing and conduit measurements in diagram are for reference only, not sizes that will be used in job.		
Texas New Mexico Power Company	TNMP 206206 - Hughes Rd. Extension	Electrical Distribution to support a neighborhood development.	10/26/2021	8/31/2021
Trinity Operating	Trinity Operating Dilley OH Distribution	4 miles of OH Distribution in Dilley Texas.	7/13/2021	9/15/2021
San Patricio Electric Cooperative Inc	2021-2022 Storm Restoration Contract	2021-2022 Storm Restoration Contract	6/3/2021	6/1/2022
Schneider Engineering	TPWR Wildcat		2/12/2021	5/14/2021
El Paso Electric Co	Construction and Maintenance Contract	Contract to provide distribution services to El Paso Electric Co. Texas and New Mexico. Work will be Overhead & Underground. Our team participated in a introductory meeting with the El Paso team including Leslie Chagnon, Senior Director, David Rios, Director, etc. We believe they are motivated and were receptive to the meeting. This Opportunity has a high probability of materializing for KV Power.	4/1/2021	4/30/2021
MMR Constructors, Inc.	MMR FHR Sunfield Pole Demo	Pole de mo	4/28/2021	4/30/2021
Schneider Engineering	TPWR Lobo Pit	This project is about 9 poles with 1/0 ACSR and a short underground run to a 2000 KVA padmount transformer. Once we have field staked the job we will issue the For Construction design to the successful bidder, and if anything changes we will negotiate a new price with the successful contractor.	2/12/2021	4/10/2021
		We do not know the condition of the ROW, so please go ahead and include a price for clearing vegetation in the ROW.		
		Please submit your bid broken into the following four (4) categories: Labor, Equipment, Material and ROW Clearing		
EXCO Resources Inc	South Batesville Phase 2 Electrical	approx 17 miles of Primary Distribution Powerline New Construction, Build 25 Banks, Winterbotham Taylor North Unit 1H	2/24/2021	7/15/2021
		Winterbotham Q Pad		
		Winterbotham L1H		
		Opportunity		
		Commerce B4H		
		Combined these Opportunities they collectively part of large project		
EXCO Resources Inc	K.M. Miller Project		2/12/2021	3/15/2021
Texas New Mexico Power Company	High Bridge Apartments - Club House	Electrical Distribution to support an apartment complex clubhouse	6/23/2021	2/28/2021
Texas New Mexico Power Company	High Bridge Apartments	Distribution Installation to support and apartment complex.	3/1/2021	6/1/2021



## Labor & Equipment Rates

### Hourly Rates - Labor

Labor Class	Standard Time	Overtime
Journeyman Lineman	\$102.03	\$134.16
General Foreman	\$115.94	\$153.42
Cable Splicer Foreman	\$103.73	\$136.51
Foreman	\$108.95	\$143.74
Cable Splicer	\$100.34	\$131.81
Line Equipment Man	\$72.54	\$93.30
Operator	\$77.12	\$99.56
Powderman	\$100.34	\$131.81
Fabricator Tech	\$84.56	\$109.93
Fabricator Tech Trainee	\$75.98	\$98.07
Lineman, Welding	\$107.25	\$141.39
Apprentice 1st Period	\$62.51	\$79.44
Apprentice 2nd Period	\$66.24	\$84.60
Apprentice 3rd Period	\$69.98	\$89.76
Apprentice 4th Period	\$81.16	\$105.25
Apprentice 5th Period	\$84.90	\$110.40
Apprentice 6th Period	\$88.63	\$115.56
Apprentice 7th Period	\$92.36	\$120.72

### PER DIEM

- \$150 per day
- Required for all employees that are away from home overnight

### MEAL ALLOWANCE

- \$15 per meal



## Equipment Rates

Equipment Classification	Rate
4x4 1/2 Ton Pickup	\$25.59
Crew Truck	\$29.53
Bucket Truck 55' Material Handler	\$47.70
Line Truck 45-47' Boom	\$47.70
Combo Trailer	\$7.90
Wire Tensioner 52"	\$59.27
Bucket Truck 110' Material Handler	\$119.30
4 Drum Rope Machine	\$44.44
Wire Dolly (Single Reel)	\$14.81
Wire Trailer (3 Reel)	\$18.27
Cargo Trailer	\$7.41
Digger Derrick 60ft	\$62.52
Pressure Digger (4' x 25')	\$82.27
35 Ton Crane	\$124.25
Bucket Truck 65' Material Handler	\$64.98
Bucket Truck 75' Material Handler	\$84.74
Bucket Truck 90' Material Handler	\$104.49
Bucket Truck 110' Material Handler	\$119.30
Wire Tensioner 38"	\$44.44
Wire Tensioner 52"	\$59.27
Wire Tensioner 60" +	\$74.08
OPGW Tensioner 54"	\$54.32
Puller Hog Davis	\$98.77
20,000lb Puller	\$109.43
Wire Trailer (4 Reel)	\$54.32
Water Truck	\$61.14
Backhoe	\$72.78
CAT Skid Steer	\$60.05
Towable Air Compressor	\$12.30
Trailer - Pole Dolly	\$8.00
Roller	\$34.97



Equipment Classification	Rate
Trailer - Lo Boy	\$65.81
10 Yrd Dump Truck	\$108.94
5 Yrd Dump Truck	\$72.39
800g Water Buffalo	\$12.99
65T Crane	\$254.23
4 Drum Rope Machine	\$44.44
Squirt BoomBucket Truck	\$59.82
Backyard Machine	\$109.43
Boom Truck 12-15T	\$64.49
Boom Truck 30T	\$99.07
Mechanic Service Truck	\$70.85
Light Tower	\$29.69
Generator	\$30.51
Track Digger 60'	\$109.43
Track Bucket 80'	\$109.43
Track Bucket 105'	\$109.43
10k forklift	\$115.11
Mini Excavator	\$49.18
Laydown yard Cost	\$35.35
PGI tools	\$35.35
Rammer Tamp	\$19.22
Vac Machine	\$36.34
Track Hoe	\$77.26
Jack Hammer & Air Compressor Package	\$19.22
JT 9 - 10x15 Trenchless Machine; 10k lb	\$171.17
JT 20 - 20x22 Trenchless Machine; 20k lb	\$246.07
JT 30 - 24x40 Trenchless Machine; 30k lb	\$310.27
Air Compressor; <400 cfm	\$71.82
Rock - Reamer up to 12"	\$395.87
Reclaimer MR 90	\$104.63
Mini Ex - Bucket with carbide rock teeth	\$154.09
Mini Ex - Hammer attachment	\$88.66
Trailer, hydraulic dump	\$35.98





**INVITATION TO BID ON THE  
REQUEST FOR PROPOSALS FOR  
RELOCATING ELECTRIC  
POWER DISTRIBUTION  
FACILITIES**

**RFP #2023-08**

## INVITATION TO BID

Sealed proposals addressed to the City of Sanger, Texas for **Relocating Electric Power Distribution Facilities** will be received in the office of the City Secretary, 502 Elm Street, Sanger, Texas, until **1:30 p.m., August 22, 2023**. Proposals will be publicly opened and read aloud at the City Hall at **2:00 p.m.** on the same date. Any bid received after the above closing time will be returned unopened.

Plans, Specifications, and contract documents for bidders will be available on the City's website beginning July 22, 2023. A certificate or cashier's check on a state or national bank of the state of Texas, or a bidder's bond from an acceptable surety company authorized to transact business in the state of Texas, in the amount of not less than five percent (5%) of the total bid must accompany each proposal as a guarantee that, if awarded the contract, the bidder will, within ten (10) calendar days after award of contract, enter into contract and execute a Bond on the forms provided in the contract documents.

A Performance Bond in an amount of not less than 100% of the contract price, conditioned upon faithful performance of the contract and payment of all persons applying labor or furnishing materials, shall be executed by the successful bidder and accompany his signed contract. Proposals must be submitted on the forms bound within the Specifications. The right to accept any bid or to reject any; or all bids and to waive all formalities is hereby reserved by the City Council of the City of Sanger.

## INSTRUCTIONS TO BIDDERS

A. General

Proposals are requested by the City of Sanger, Texas, hereinafter referred to as the "Owner".

This proposal is for construction of electric power distribution facilities.

B. Bidder Qualifications

In order for their proposals to be considered, bidders must demonstrate that they are qualified to satisfactorily perform the specified work. The bidder shall submit written evidence of his qualifications to the Owner, with his proposal. Such evidence shall include all information necessary to certify that the bidder:

Maintains a permanent place for business;

Has available the construction plant and equipment to do the work;

Has technical knowledge and practical experience in work of the type specified;

Has adequate financial status to meet the financial obligations incident to the work;

Has no just or proper claims pending against him or his work; and

Has constructed other facilities of similar type and of equal or greater size and complexity. The evidence shall consist of a listing of the facilities indicating the owner's name, location, approximate dollar value, type of facilities, and the date of completion.

C. Proposal Documents

Prospective bidders who intend to make a direct proposal to the Owner may request copies of the specifications and documents and drawings.

Any questions pertaining to this Construction Specification shall be addressed to: Mr. Ronnie Grace, City of Sanger, P.O. Box 1729 Sanger, Texas 76266, Tel: 940-458-7930.

All proposal documents are the property of the Owner and shall not be reproduced by the bidders. The Owner reserves all rights to the proposal documents.

D. Proposals

The original of each proposal shall be prepared and submitted in accordance with these Instructions to Bidders and the letter transmitting the specifications and documents to the bidder. One copy of the bid proposal sheets shall also be submitted. Proposals which are not prepared and submitted in accordance with these instructions will imply that the bidder does not intend to comply with all of the contract conditions and such proposals will be considered irregular.

If the prospective bidder declines to bid, he shall give written notice to the Owner not later than the date proposals are due. The bidder should specify the reason he has declined to bid, to avoid jeopardizing the bidder's future position.

### 1. Preparation

Proposal shall be carefully prepared using the proposal and proposal data forms included with the specifications and documents.

Entries on the proposals and proposal data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices shall be stated in words and figures except where the forms provide for figures only.

The bidder shall acknowledge receipts of all addenda issued for the specifications and documents in the space provided in the proposal form.

The bidder shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe materials and equipment covered by the proposal and shall attach such supplemental information to each copy of the bidding documents submitted.

### 2. Exceptions

A bid which contains exceptions or that is otherwise inconsistent with the bid documents and specifications may be rejected.

The purpose of the attached specifications is to fully specify the quality of the equipment and to state the standards that will be used to determine its acceptability. Each Bidder shall carefully check all requirements and shall plainly set forth all features, and specifications wherein any equipment offered does not meet these specifications. Such exceptions as are made, shall be listed by page number in the following blanks and shall be plainly marked in ink on the pages of letter. Failure to outline such exceptions shall require the successful bidder to meet these specifications.

Exceptions to Specifications Pages:

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Please see attached for Clarifications and Assumptions

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### 3. Signature

Each bidder shall sign the proposal with an authorized signature and shall give his full business address. The bidder's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing shall also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the general partners or other authorized representatives. A complete list of the partners shall be included with the proposals.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

A proposal by a corporation which is signed by a person who affixes to his signature and the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation state in which they are incorporated and the address of their principal office.

4. Submittal

Proposals shall be submitted not later than the date and time stipulated in the "Invitation to Bidders" as follows:

The original to:

City of Sanger  
Office of the City Secretary  
502 Elm Street  
Sanger, Texas 76266

A single proprietary interest shall not submit multiple proposals for the same work even though the individual proposals are submitted under different names. The owner reserves the right to reject all proposals so submitted. Informal separate copies of proposals shall not be given to any employee of the Owner other than submitted bid to the City Secretary.

5. Withdrawal

Proposals may be withdrawn, altered, and re-submitted at any time before the deadline set for receiving the proposals. Proposals may not be withdrawn, altered, or re-submitted within sixty (60) days thereafter.

E. Information to be Submitted with Proposal

Each bidder shall submit with his proposal pertinent information concerning proposed equipment and materials and proposed construction organization.

1. Equipment

Each bidder shall submit all specifications or similar descriptive information necessary to completely describe the equipment he proposes to use on this project.

2. Contractor's Field Organization

Each bidder shall submit with their proposal an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization that he proposes to use for this project. The successful bidder's organization will be subject to the review and acceptance of the Owner.

The experience record of the Contractor's field superintendent shall be submitted with the proposal.

F. Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee (bid bond) in an amount not less than five percent (5%) of the total proposal price.

The guarantee shall be a certified check or cashier's bond executed by the bidder and a surety company authorized to do business in the State of Texas.

The proposal guarantee shall be made payable without condition to the City of Sanger, and the amount thereof may be retained by the City if the bidder's proposal is accepted and the bidder fails to enter into contract in the form prescribed, with legally responsible surety, within ten (10) calendar days after the date he is awarded the contract.

The proposal guarantees of each unsuccessful bidder will be returned after award of contract or when his proposal is rejected. The proposal guarantees of the bidder to whom the contract is awarded will be returned when the bidder executes the Contract Agreement and files a satisfactory Performance Bond. The proposal guarantee of the second lowest responsible bidder may be retained for a period not to exceed 60 days pending the execution of the Contract Agreement and Performance Bond by the successful bidder.

G. Local Conditions

Each bidder shall attend a Pre-Bid meeting which shall be held on **August 1, 2023**, at 1:30 pm at City of Sanger, City Hall, 502 Elm Street, Sanger, Texas 76266.

Each bidder shall visit the site of the work, and thoroughly inform themselves of all conditions and factors that would affect the prosecution and completion of the work; the availability and cost of labor; and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been properly investigated and considered in preparation of every proposal submitted.

No claims for financial adjustment to any contract awarded for the work will be permitted by the Owner which are based on the lack of such prior information or its effect on the cost of the work.

H. Interpretation and Addenda

If any prospective bidder is in doubt as to the true meaning of any part of the proposed contract documents, he may submit to the Owner a written request for an interpretation. The person submitting the request will be responsible of its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents.

It shall be the bidder's responsibility to advise the Owner, before the time specified of receipt of proposals, conflicting requirements or omissions of information which require clarification. Those



questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.

I. Bonds

The Contractor to whom the work is awarded will be required to furnish a Performance Bond to the Owner, in an amount equal to 100 percent of the contract amount. The cost of the bond shall be included in the lump sum proposal price.

All provisions of the bonds shall be complete. The bond shall be executed on the forms provided with the proper corporate surety through a company licensed and qualified to operate in the state of Texas and acceptable to the Owner. The bond shall be signed by an agent resident in the state of Texas, and the date of execution of the contract by the Owner.

If at any time during the continuance of the contract, the surety becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within 10 days after notice to do so. In default thereof, the contract may be suspended and all payments or monies due to the Contractor withheld.

The Performance Bond shall guarantee the faithful performance of all covenants, stipulations, and conditions of the contract

A Power of Attorney, certified to include the date of execution of the bond, evidencing the authority of the individual executing the bond on behalf of the surety shall accompany the bond.

J. Proposal

Firm price proposals shall be submitted.

K. Taxes, Permits, and Licenses \*

The bidder's attention is directed to the General Conditions regarding taxes, permits, and licenses. Each bidder shall be responsible for determining the applicable taxes, permits, and licenses. If the bidder is in doubt as to whether or not a tax, permit, or license is applicable, he shall state in his proposal whether this item has been included in this bid price and the amount of the applicable tax, permit, or license in question.

\* City of Sanger is tax exempt.

L. Time of Completion

The proposal shall be based upon completion of the work to permit placement of the electric facilities in continuous service by April 30, 2024. The completion dates shall be based upon awarding the bid by September 5, 2023.

M. Liquidated Damage

Liquidated damages of five thousand (\$5,000) shall be charged against the account of the selected contractor for each day that completion of the work under the contract is delayed past April 30,

2024. This amount is agreed to be fair and adequate compensation for damages suffered by the Owner due to said delays. Additionally, damages claimed by TxDOT's general road contractor for delays past the completion date will be assessed to the Contractor and Contractor agrees to accept and pay those amounts.

N. Sub-surface Conditions

Each bidder shall be responsible for determining the types of sub-surface materials that may be found.

O. Acceptance and Rejection of Proposals

Bids will be evaluated by the Owner, based on quality, past performance on projects for Owner, time required for completion and experience of the contractor. The Owner reserves the right to select the bid which best suits its needs whether the price is the lowest or not, and also reserves the right to reject any or all bids and to waive irregularities therein. All bidders must agree that such rejection shall be without liability on the part of the Owner of any penalty brought by any bidder because of such rejections, nor shall the bidders seek recourse of any kind against the Owner because of such rejections; and the filing of any bid in response to this invitation shall constitute an agreement of the bidder to these conditions.

The Owner reserves the right to accept the proposal which, in its judgment, is the lowest and best responsive proposal; to reject or negotiate any and all proposals; and to waive irregularities and informalities in any proposal that is submitted.

Proposals received after specified time of closing will be returned unopened.

P. Cash Allowance for Contingencies

Each proposal shall contain a Cash Allowance for "extra work" to cover the cost (to the extent of the allowance) of necessary additions to, or changes in the work as it progresses as ordered and approved by the Owner. Expenditures under this allowance will include compensation to the Contractor in addition to the actual cost of the extra work as specified.

The Contractor shall include in his Proposal and Contract amount the cash sum of Fifty Thousand Dollars (\$50,000.00) to cover the cost (to the extent) of the addition. This Cash Allowance for "extra work" will be in accordance with the requirements of General Conditions, Article X, CHANGES TO THE CONTRACT.

Any unexpected balance of Cash Allowance shall revert to the Owner in the final settlement of the contract.

PROPOSALDate: 22 day of Aug 2023

TO: The City of Sanger, Texas

Gentlemen:

The undersigned proposes to perform the materials construction as specified in the attached documents in compliance with all specifications included herein. All prices offered above are firm unless exception is noted as provided in the Instructions to Bidder's section.

1.0 Subcontractors

The undersigned proposes that he will perform all of work with his own forces and that no portion of the work will be subcontracted.

2.0 Addenda

The undersigned Bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal.

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

3.0 Unit Pricing

The bidder shall furnish all materials and equipment and labor required for the construction of 12.5 kV distribution lines with associated facilities as per these specifications. The individual unit price is a firm price, includes furnishing all material and labor for installation or removal of the specific units designated, and includes all associated costs and overhead and profit markup. The total for all the installation and removal units for this proposal is:

4,862,013.<sup>32</sup> Dollars, (\$ 4,862,013.<sup>32</sup> )

(Four-Million-Eight-Hundred and Sixty-two-Thousand-Thirteen  
dollars & Thirty-Two-Cents.)

4.0 Proposal Summary

Contractor Labor & Material	\$ <u>4,862,013.</u> <sup>32</sup>
Approved Contingency	\$ 50,000.00
Total Contract Amount	\$ <u>4,912,013.</u> <sup>32</sup>

5.0 HB 1295, W9 , Conflict of Interest Questionnaire and No Boycott Verification

The bidder shall furnish Form 1295. Here is the link to the website with the video explaining how to do this.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Please submit your completed and notarized form with your response packet. The bidder shall also submit copy of a W-9 for your company, the Conflict-of-Interest Questionnaire and the No Boycott Verification with your response packet.

# CERTIFICATE OF INTERESTED PARTIES

FORM 12 Item 5.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Power Standard, LLC  
Andrews, TX United States

Certificate Number:  
2023-1062215

Date Filed:  
08/21/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sanger

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023-08  
Relocation of Electrical Distribution Facilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Sanger, Texas	Sanger, Texas, Denton	✓	

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Justin Zapf, and my date of birth is 10-08-1985.

My address is 3389 Branes Mill Rd, Columbus, TX, 78934, Colorado.  
(street) (city) (state) (zip code) (country)

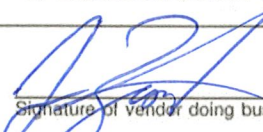
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 22 day of Aug, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1</b> Name of vendor who has a business relationship with local governmental entity.  <div style="text-align: center;">N/A</div>		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.  <div style="text-align: center;"> <u>NA</u>            Name of Officer         </div>		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;">             Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%; text-align: center;"> <u>08-22-23</u>            Date         </div> </div>		

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## VERIFICATION

I, Justin Zapf (Person name), the undersigned representative of Power Standard, LLC.  
 \_\_\_\_\_ (Company or Business name, 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:

- 1 Shall not boycott Israel at any time while providing products or services to the City.  
 This requirement does not apply to companies with fewer than ten full-time  
 employees; or contracts that are less than \$100,000.00.
- 2 Shall not boycott energy companies during the term of this contract, as those terms are  
 defined by Chapter 2274, Government Code. This requirement does not apply to  
 companies with fewer than ten full-time employees; or contracts that are less than  
 \$100,000.00.
- 3 Shall not discriminate during the term of this contract against a firearm entity or firearm  
 trade association, as those terms are defined by Chapter 2274, Government Code. This  
 requirement does not apply to companies with fewer than ten full-time employees; or  
 contracts that are less than \$100,000.00.
- 4 A person or business that contracts with or who seeks to contract with the City shall  
 not do business with Iran, Sudan, or a foreign terrorist.

08-22-2023

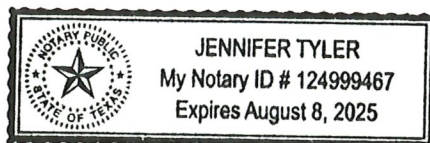
Date

Signature of Company Representative

ON THIS THE 22 day of 2023, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm  
 that the above is true and correct.

NOTARY SEAL



Notary Signature

6.0 Declaration and Signatures

The undersigned declares that he has visited the site of the work and familiarized himself with the conditions affecting the work.

Enclosed herewith is the required proposal guarantee in the amount of five percent (5%) of the total price bid, (SEE ATTACHED BID BOND) \$ \_\_\_\_\_ which the undersigned Bidder agrees is to be forfeited to and become the property of the Owner, should this Proposal be accepted and a Contract be awarded to him and should he fail to enter into a Contract in the form prescribed and to furnish the required bonds, but otherwise the aforesaid proposal guarantee will be returned upon his signing and Contract Agreement and delivering the approved bonds.

The undersigned Bidder further agrees that, in case of default in execution of such Contract Agreement with necessary Bonds, the check or Bond accompanying this proposal and the money payable therein (a) shall cover the costs associated with such default, (b) shall cover a portion of the costs associated with such default and the Bidder shall be liable for the balance, or (c) the residual obligation of such Surety, after deducting the costs associated with such default, shall be released to the Bidder.

The undersigned hereby declares that only the persons or firms interested in the proposal as Principal or Principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

If this proposal is accepted, the undersigned Bidder agrees to perform the work in accordance with the specified schedule. The undersigned fully understands that the time of completion of the work is vital to the completion of the project and is of the essence of the Contract.

If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the time set for receipt of proposals, or any time thereafter before this proposal is withdrawn by the Bidder, the undersigned will, within ten (10) day after presentation of the document for signatures, execute and deliver to the City of Sanger a Contract in the form of the Contractor's Bond attached, complete with acceptable bonds.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Bidder Power Standard, LLC (SEAL)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed)



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Item 5.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Power Standard, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**P.O. Box 1607**

6 City, state, and ZIP code

**Andrews, TX 79714**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

8 3 - 2 2 9 6 0 3 8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Shauna Lauerman*

Date ►

9/1/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

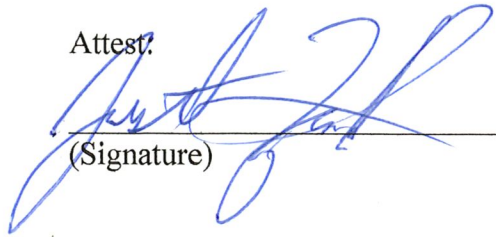
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Title Business Development Manager

Attest:

  
(Signature)

Complete Business Address of Bidder

1828 NW Avenue F

Andrews, TX 79714

State of Incorporation

Delaware

Complete Address of Principal Office

1828 NW Avenue F

Andrews, TX 79714

Name, Address of Principal Office

Power Standard, LLC

1828 NW AVE F

Andrews, TX 78934

Name, Address, Telephone Number of Person to  
Contact Regarding this Proposal. Include both  
mail and street address.

Justin Zapf, Business Development Manager

proposals@powerstandard.com

1828 NW Avenue F Andrews, TX 79714

PO Box 1607 Andrews, TX 79714

Telephone ( ) 432-924-1977

Telephone ( ) 432-523-2046

## BID BOND

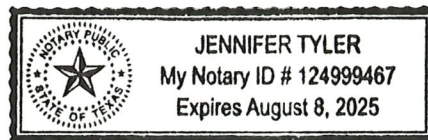
1. KNOW ALL MEN that we, Power Standard, as Principal, and Pennsylvania Insurance Company, as Surety, are held and firmly bound unto City of Sanger, Texas (hereinafter called the "City") in the penal sum of five (5%) percent of the amount of the bid referred to in paragraph 2 below, but not to exceed Five Percent of the Total Bid Amount----- dollars (\$ 5% TAB ) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, or executors, administrators, successors and assigns, jointly and severally, by these presents:
2. WHEREAS, the Principal has submitted a bid to the City for the construction of the Electric Distribution Facilities.
3. NOW, THEREFORE, the condition of this obligation is such that if the City shall accept the bid of the Principal, and
  - (a) the Principal shall execute such Contract Documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the bid, or
  - (b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay the City the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the City may in good faith contract with another party to construct the substation, then this obligation shall be void, otherwise to remain in full force and effect.

Signed this 22nd day of August, 2023.

Power Standard

Principal

(Seal)



Attest:

By *Justin [Signature]*

Title

Business Development mgr.

Secretary

*Jennifer Tyler [Signature]*

Pennsylvania Insurance Company

Surety

(Seal)

Attest

By *Vickie Lacy [Signature]*

Vickie Lacy

Attorney-In-Fact

Title

*Heather Noles [Signature]*

Secretary Heather Noles, Attorney-In-Fact



California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

**POWER OF ATTORNEY NO. MGFHOU01\_0323**

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Koletar, Heather Noles, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 20th day of Dec., 20 22.

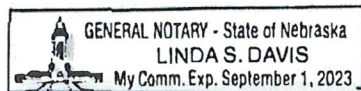
California Insurance Company, Continental Indemnity Company,  
Illinois Insurance Company, Pennsylvania Insurance Company

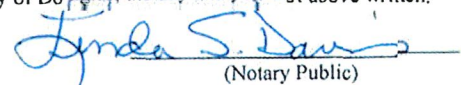
By  Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 20th day of Dec. A.D. 2022, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

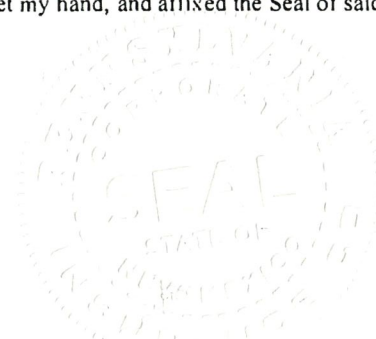
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



  
(Notary Public)

I, the undersigned Officer of the **California Insurance Company**, a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of August, 20 23



  
Jeffrey A. Silver, Secretary



BID BOND

Item 5.

1. KNOW ALL MEN that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto City of Sanger, Texas (hereinafter called the "City") in the penal sum of five (5%) percent of the amount of the bid referred to in paragraph 2 below, but not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, or executors, administrators, successors and assigns, jointly and severally, by these presents:
2. WHEREAS, the Principal has submitted a bid to the City for the construction of the Electric Distribution Facilities.
3. NOW, THEREFORE, the condition of this obligation is such that if the City shall accept the bid of the Principal, and
  - (a) the Principal shall execute such Contract Documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the bid, or
  - (b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay the City the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the City may in good faith contract with another party to construct the substation, then this obligation shall be void, otherwise to remain in full force and effect.

\_\_\_\_\_  
Principal (Seal)

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety

(Seal)

Attest

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Secretary

## CONTRACT AGREEMENT

Item 5.

THIS CONTRACT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Sanger, hereinafter called the "Owner", and \_\_\_\_\_ a \_\_\_\_\_ corporation with its principal office in \_\_\_\_\_, and hereinafter called the "Contractor".

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Contractor has submitted to the Owner a proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has determined and declared the aforesaid Contractor to be the best evaluated Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract Agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, himself, or themselves, or its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall construct the Electric Distribution Facilities as specified and required in accordance with the provisions of the contract documents, which are attached and made a part hereof, (and including subsequent amendments to the contract documents, even though such amendments are not attached hereto), and shall execute and complete all work included in and covered by the Owner's official award of this Contract Agreement to the said Contractor.

ARTICLE II. That the Owner shall pay to the Contractor for the work and Contractor furnished materials embraced in this Contract Agreement, and the Contractor will accept as full compensation therefore for construction units completed. The total sum of all construction units (subject to adjustments as provided by the Contract) shall not exceed \_\_\_\_\_ for all work covered by and included in the Contract award, designated in the foregoing Article I; payment to be made in cash or its equivalent in the manner provided in the specifications attached hereto. The Contract amount for Performance and Payment Bond requirements shall include Contingencies, (\$50,000.00) for a total Contract amount of \_\_\_\_\_.

ARTICLE III. The Contractor shall proceed with the specified work and shall conform to the schedule specified. Liquidated damages of five thousand (\$5,000) per day per each day past the scheduled date of completion shall be to the account of the Owner. These damages are specifically agreed to be adequate and fair compensation for all damages to the Owner caused by such delay. Additionally, damages claimed by TxDOT's general road contractor for delays past the completion date will be assessed to the Contractor and Contractor agrees to accept and pay those amounts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the day and year first above written.

City of Sanger

\_\_\_\_\_  
Mayor/City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

SEAL

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved as to Content:

\_\_\_\_\_  
Electric Superintendent

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

Note: This Contract Agreement shall be executed in accordance with the General Conditions Section, Article II - C.

PERFORMANCE BOND

Item 5.

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and the State of \_\_\_\_\_ as Principle, and \_\_\_\_\_, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sanger of Denton County, Texas (Owner), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to: Furnish all labor, materials and equipment necessary for completing the Relocation of Electric Distribution Facilities 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 said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, 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 Chapter 2253, Government Code, V.T.C.S., and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Denton County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

LABOR AND MATERIAL PAYMENT BOND

Item 5.

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and the State of \_\_\_\_\_ as Principle, and \_\_\_\_\_, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sanger of Denton County, Texas (Owner), in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to: Furnish all labor, materials and equipment necessary for completing the Relocation of Electric Distribution Facilities 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 pall all claimants supplying labor and materials to him or 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 Chapter 2253, Government Code, V.T.C.S., and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Denton County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

I. THE CONTRACT DOCUMENTA. Included Documents

1. Bid Documents
  - a. Legal Notice and Invitation to Bidders
  - b. Instructions to Bidders
  - c. Proposal
  - d. Bid Bond Form
  - e. Contract Agreement
  - f. Performance Bond
  - g. Labor and Material Payment Bond
  - h. General Conditions
  - i. Labor-Related Regulations
  - j. Specifications
  - k. Addenda as may be issued
2. Contract Drawings.
3. Modifications as may be issued
4. Manufacturer's data submitted with the bid
5. Information to be provided in the form of construction drawings, manufacturer's specifications and similar submittals on equipment and material furnished by Owner or others under separate contract which are related to or affect the work under this contract.
6. Compliance submittals furnished by Contractor and accepted by Owner.
7. Exhibits.
8. Additional exhibits which may be furnished by Owner to interpret the contract drawings or in connection with a change order.

B. Definitions



1. Whenever used in these General Conditions or elsewhere in the contract documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:
  - a. Addenda - written changes or interpretations of the bid documents issued by Owner prior to the opening of bids.
  - b. Bid - the formal offer of the bidder submitted on the prescribed bid form together with the required bid security and all information submitted with the bid that pertain to performance of the work.
  - c. Bidder – any person, firm, or corporation submitting a bid for the work or their duly authorized representatives.
  - d. Bid Documents - the bound volume containing all of the contract documents prepared by Owner to specify the work upon which bids are to be based.
  - e. Change Order - written order signed by Owner and accepted by Contractor providing for an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.
  - f. Compliance Submittals - all drawings, samples, and other items prepared by Contractor, a subcontractor, manufacturer or supplier, and submitted by Contractor to Owner as a basis for approval of the use of equipment and materials proposed for incorporation in the work or needed to describe proper installation, operation and maintenance.
  - g. Consultant - Engineer retained by the Owner for technical advice on this project.
  - h. Contract - the entire agreement between Owner and Contractor as evidenced by the contract documents.
  - i. Contract Documents - all documents listed in the General Conditions Section, Article I - Included documents.
  - j. Contract Price - the total monies payable to Contractor under the contract documents.
  - k. Contract Time - the total number of days or the dates stated in the agreement for submission and one resubmission of compliance submittals and the completion of the work.
  - l. Contractor - the party entering into the agreement for the performance of the work, or his duly authorized representative.
  - m. Date of Award - the date of the notice of award.

- n. Date of Contract - the date set fourth at the beginning of the agreement.
- o. Days - calendar days of twenty-four hours each measured from midnight to the next midnight.
- p. Drawings
- 1) All drawings submitted by Contractor as accepted by Owner.
  - 2) All drawings furnished to the Contractor during the process of the work.
  - 3) All drawings furnished by the Owner as a basis for proposal.
- q. Modifications - a written amendment of the contract documents signed by both parties, a written order by Owner for a minor change or alteration in the work, or a change of order, all accomplished or issued after execution of the agreement in accordance with the contract documents.
- r. Notice of Award - the written notice of Owner to the successful bidder of the acceptance of his bid.
- s. Notice to Proceed - the written notice of stipulating the date on which Contractor may begin in the work.
- t. Owner/Purchaser - the city of Sanger, or its duly authorized representative. All notices, letters, and other communication directed to the Owner, shall be addressed and delivered to:

John Noblitt  
City of Sanger  
P.O. Box 1729  
Sanger, Texas 76266

With a Copy to:

Mr. Ronnie Grace  
City of Sanger  
P.O. Box 1729  
Sanger, Texas 76266

- u. Project - the part of Owner's improvement program described in Article 1.0 of the Specifications.
- v. Specifications - the part of the contract documents containing written descriptions of the special conditions affecting or related to the work, and a technical nature covering the equipment, materials and workmanship required in the work.

- w. Subcontractor - an individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work.
- x. Work - any and all obligations, duties, and responsibilities necessary to the successful completion of the contract adding to or undertaken by Contractor under the contract documents, including all bonds, insurance, labor, equipment, materials, submittals, services, and supervision.
- y. Written Notice - shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or when sent by certified or registered mail to the last business address known to him who gives notice.
- z. The words "acceptable, equivalent, approved, reasonable, satisfactory, suitable", or like words, shall mean acceptable, equivalent, approved, reasonable, satisfactory or suitable in the judgment of Owner unless specifically stated otherwise.
- aa. The words "as indicated" refer to the contract drawings, and "as specified" refer to the other contract documents.
- bb. The terms "responsible" or responsibility" mean that the party to which the term applies shall perform all activities, pay all costs, and assume all liabilities pertaining thereto.

C. Intent of the Contract Documents

- 1. It is the intent of the contract documents to provide for the proper and complete performance of the work.
- 2. The contract documents comprise the entire agreement between Owner and Contractor. No oral agreement or conversation with any officer, representative, agent, or employee of Owner, either before or after the execution of the agreement, will affect or modify the terms or obligations herein contained. The contract documents may be modified only as provided in these General Conditions.
- 3. The contract documents are complementary, and what is called for by any one is as binding as if called for by all.
- 4. The precedence of the contract documents is in the following sequence:
  - a. The Request for Proposal. Then contract documents, the Response to the Request for Proposal and then any written amendments or modifications.
  - b. The specifications where, if there be a conflict, the Owner will determine which stipulation best meets the intent of the design.

- c. The drawings, where the precedence shall be drawings of larger scale over those of smaller, figured dimensions and noted equipment over graphic indications.
  - d. Conflicts between drawings or specifications and applicable codes and standards will be referred to Owner for a decision thereon.
5. In case of any conflict between manufacturer's data and the bid documents, the bid documents will take precedence unless the manufacturer's data conforms to data submitted with the bid with a statement that the bid is conditioned upon furnishing the equipment and materials defined in the manufacturer's data submitted therewith.
  6. Reference to known standards of any technical society, organization, or association or to codes of local, state, or federal authorities means the latest edition of such standard, code, or tentative standard or code published and in effect at the date of the Legal Notice and Invitation to Bid, unless specified otherwise.
  7. Applicable codes and standards referenced in these contract documents establish minimum requirements for equipment, materials and work and are superseded by more stringent requirements of drawings or specifications when and where they occur.
  8. Equipment, materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.
  9. Work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not is specifically called for.
  10. The specifications are separated into divisions and sections for convenience in defining the work. This sectionalizing is not to be construed as an assignment of labor, equipment or material to any particular craft or trade, nor to relieve contractor of responsibility for the proper coordination and completion of all the work described, whether performed by Contractor, suppliers or manufacturers.
  11. These contract documents are governed by the law of the State of Texas. Venue for any dispute shall be Denton County.

D. Ownership of Documents

All specifications, drawings and copies thereof furnished by Owner shall remain Owner's property. They shall not be used on any extension of this project or on another project and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to Owner on request upon completion of the work.



## II. PRELIMINARY MATTERS

### A. Time to Commence Work

1. Upon receipt of contract documents fully executed by Owner and written notice to proceed, Contractor shall immediately proceed with activities pertaining to the work, such as specified initial coordination submittals and conferences.
2. Contractor shall not move onto any construction site until Owner has issued a written notice to commence work at that site.
3. Owner shall not issue a written notice to commence work at any construction site until completion of the following:
  - a. Receipt of acceptable copies of insurance policies and certificates.
  - b. The acceptance of specified initial coordination submittals.
  - c. The conclusion of initial coordination conferences.

### B. Time Starts to Run

1. The contract time shall start to run on the date of award. The dates for completion are based on the award of the contract on September 5, 2023. Dates will be extended an equal number of days that the award should be delayed past September 5, 2023. The completion dates will not be extended because of Owner's failure to issue the written notice to commence work because of Contractor's failure to complete contract documents or obtain suitable insurance certificates or submit initial coordination submittals.

### C. Execution of Agreement

1. Owner will furnish three (3) copies of the bid documents to Contractor who shall execute the documents, three (3), each containing an exact copy of the Bid Form as submitted, Surety Bonds properly executed, and Agreement signed by the date of his signature. The Agreement shall be signed by the President or Vice President of the contractor's firm and attested by the Secretary of the firm. A certified copy of the Board Resolution authorizing said person(s) to sign and bid the firm must be included with each copy of the contract.

## III. SURETY BONDS

- A. Coincident with the execution of the Agreement, Contractor shall furnish to Owner a Contractor's Bond, drawn upon the forms included in these contract documents.
- B. Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Texas, and named on the current list of surety companies acceptable on federal bonds, as published in the Federal Register by the Audit Staff, Bureau of Accounts, Treasury Department.
- C. Date of bonds shall be the same as the date of Contractor's signature on the agreement.

- D. Performance Bond shall be in the full contract price, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law
- E. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of change orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price or time.
- F. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to Owner for financial reasons, the Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten (10) days after notice to do so.

#### IV. PARTICULAR UNDERTAKING OF THE BIDDER

##### A. Protection to Persons and Property

The contractor shall at times take all reasonable precautions of the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owners. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. All construction work must be accomplished without interrupting service. Conductors transporting power at distribution voltage (12,500 volts phase to phase, 7,200 volts phase to ground) will not be de-energized for construction work on this project. The contractor shall have linemen and supervisors experienced and trained in working on or near energized conductors.
2. The Contractor shall so conduct the construction of the project as to cause the least possible obstruction of public highways.
3. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
4. The Contractor shall do all things necessary or expedient properly to protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project, the Contractor shall at its own expense restore any or all of damaged property immediately to as good a state as before such damage occurred.

5. The contractor shall be responsible for contacting all underground utilities, pipelines, and all other interest with underground facilities to verify all pole holes and anchors to be "clear" of all underground obstructions before drilling holes or setting anchors.
6. The contractor shall be responsible for ensuring the phasing and rotation of all three phase customers affected by the work covered under this specification remains the same.
7. The contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during construction shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. The contractor shall not be responsible for loss of or damage to property (other than livestock) on the right-of-way necessarily incident to construction and not caused by negligence or inefficient operation of the contractor. However, the contractor shall be responsible for all other loss of or damage to property or livestock, whether on or off the right-of-way, caused by construction.
8. The project, from the commencement of work to completion or to such earlier date or dates when the Owners may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control by the Contractor and during such periods of control by the Contractor, all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor by reason of any Act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner and Owner's consultant harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.
9. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Contractor from the site of the project as rapidly as practical as the work progresses.
10. Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation is given to the Contractor by the Owner or the Owners, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct such violation at the Contractor's expense after a reasonable time for correction.
11. The Contractor shall submit to the Owner weekly reports in duplicate of all accidents, giving such data as may be prescribed by the Owners.
12. All switching to remove equipment for construction and re-energizing equipment after construction shall be done by the Owners on written switching orders issued by the Owner and coordinated with the Contractor. All installation

and disconnection of safety grounds and mechanical disconnection and reconnection of each piece of equipment for construction shall be performed by the Contractor.

Item 5.

13. All work is to be performed during the Owner's normal work hours of 8:00 a.m. through 5:00 p.m. on Monday through Friday (excluding holidays), unless prior authorization is secured from the Owners.
14. The contractor shall defend, indemnify and save harmless the Owner and all its officers, agents, employees and consultant from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by in consequence of any neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Owner may be retained for the use of the Owner, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the Owner. In addition, Contractor shall defend, indemnify and save harmless the Owner, its officers, agents, employees and consultant in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the Owner, its officers, agents, employees or consultant.
  - a. In the event Owner is damaged due to the act, omission, mistake, fault or default of the Contractor, the Contractor shall indemnify and hold Owner harmless for such damage.
  - b. Contractor shall indemnify and hold Owner harmless from any claims of material suppliers, mechanics, laborers, or other subcontractors.
  - c. Contractor shall indemnify and hold Owner harmless from any and all injuries to or claims of adjacent property owners caused by Contractor, his agents, employees, and representatives.
15. Any injury or damage caused to Contractor caused by an act of God, natural cause, a party or entity not privy to this contract, or other force major shall be assumed and borne by the Contractor.
16. Contractor further agrees to handle and defend at its own expense, on behalf of Owner and/or consultant in the Owner's and/or consultant's name, any claim or litigation in connection with any claim, injury, death, or damage.

**Any exception taken to the indemnification provisions included in Article IV, Item (14) of the contract by the Bidder may constitute sufficient basis for disqualification of the bid proposal.**

B. Insurance



1. The Contractor, before starting work for the city, must furnish to the City Certificates of Insurance or other acceptable evidence from a reputable insurance company or companies (acceptable to the City) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:
  - a. Statutory Workman's Compensation and Employer's Liability Insurance in the amount of \$500,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.
  - b. Commercial General Liability Insurance with a \$1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of Sanger as an additional insured. Waiver of subrogation is required. No "claims made" policies are acceptable without prior approval by the City Attorney.
  - c. Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired.
  - d. Owner's Protective Liability with a \$1,000,000 Combined Single Limit, naming the City of Sanger as the insured.
2. The Certificate of Insurance furnished to the City should contain a provision that coverage under such policy shall not be canceled or materially changed until at least thirty (30) days written notice has been given to the City.

C. Delivery of Possession and Control to Owners

Upon written request of the owners, the Contractor shall deliver to the Owners full possession and control of any portion of the Project. The risk and obligations of the Contractor as set forth in Article IV, section 14 hereof with respect to such portion of the Project so delivered to the Owners shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article XXI Sections G and H respectively.

D. Energizing the Project

1. Prior to completion of the project, the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized, shall be considered as within the possession and control of the Owner and governed by the provisions of item 3. Upon written notice to the Contractor by the Owner of the completion of such test and upon de-energizing the facilities involved therein, said portion or portions of the Project shall be considered as return to the possession and control of the

Contractor unless the Owner shall elect to continue possession and control in the manner provided in item C of this article. Item 5.

2. The Owner shall have the right to energize permanently any portion or portions of the Project delivered to its possession and control pursuant to the provisions of item C.

E. Assignment of Guarantees

All guarantee of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

V. SITE CONDITIONS

A. Availability of Lands

Owner shall make available, as indicated in the contract documents and not later than the date when needed by contractor, the lands upon which the work is to be done.

B. Position, Gradient, and Alignment

1. The electric line facilities to be constructed under these specifications shall be routed as shown on the accompanying plans. All work shall be done to the lines, elevations and grades indicated.
2. Contractor will provide field surveying to identify the exact location of TxDOT rights of way in all areas covered under these specifications.
3. All reference points and stakes established by Owner shall be carefully preserved; and in case of his destruction of the same, Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes or loss of time that may result from their loss or disturbance. Contractor's own reference points shall be thoroughly protected.
4. Contractor shall make all test holes needed to locate existing structures and utilities beneath the ground surface which might interfere with his work.
5. Contractor shall call to the attention of Owner any reference lines, points, or stakes which may have been disturbed or which seem to be off line or grade.

VI. GENERAL RULES OF THE CONTRACT

A. Work by Owner and Others

1. Owner reserves the right to perform various activities with its own forces and to let other contracts in connection with the Project. Contractor shall afford Owner and other contractors' reasonable opportunity for the introduction and storage of their equipment, materials, and the execution of their work, and shall properly connect and coordinate his work with theirs. Contractors on this work will be required to comply with the President's Executive Order #11246.

2. If any part of Contractor's work depends for proper execution or result upon the work of Owner or any other separate contractor, Contractor shall inspect such work immediately upon its completion, or as soon thereafter as it is available to him, and properly report to Owner any defect in such work that renders it unsuitable for such proper execution and results. It's failure to inspect and report within (10) days after the work is available or not less than thirty (30) days before the scheduled start of any of his work affected contractor's work as fit and proper for the reception of this work, except as to defects which may develop in such work during or after the execution of Contractor's work.

B. Legal Restrictions, Permits and Regulations

1. Contractor shall be responsible for all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the work and which are not specified to be obtained by Owner. Owner shall assist Contractor in such matters when necessary.
2. Contractor shall give due and adequate notices to those in control of all properties which may be affected by his operations, and shall comply with laws, ordinances, rules and regulations bearing on the conduct of the work. If Contractor observes that the contract documents are at variance therewith, he shall give Owner prompt written notice thereof and any necessary changes will be adjusted as provided for in these General Conditions.
3. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Owner, then he shall bear all costs arising therefrom; however, it shall not be his prime responsibility to make certain that the contract documents are in accordance with such laws, ordinances, rules and regulations.

C. Remedies not Exclusive

The duties and obligations imposed by these contract documents and the rights and remedies available thereunder and in particular, but without limitation, the warranties, guarantees and similar obligations imposed upon Contractor, and the rights and remedies available to Owner hereunder will be in addition to and not a limitation of any rights or remedies otherwise granted, imposed or available by law, by special guarantee or other provisions of the contract documents.

D. Prompt Written Notice of Claim Required

Should Owner or Contractor suffer injury or damage to its person or property because of any of his employees or agents or others, for whose acts he is legally liable, claim must be made in writing to the other party promptly after the first observance of such injury or damage.

VII. CONTRACTOR'S RESPONSIBILITIES AND RIGHTS

A. Supervision

1. Contractor shall supervise and direct the work efficiently and with his best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction used, but he shall not be solely responsible for the negligence of others in the design or selection of construction which is specifically called for by the bid documents or contract drawings.
2. Contractor shall keep at the project site during its progress, a competent superintendent and any necessary assistants against whom Owner has no reasonable objection.
3. No superintendent or Contractor employee shall be relieved except with the consent of Owner unless he proves to be unsatisfactory to Contractor or ceases to be in his employ. When a superintendent is on vacation or otherwise absent, a substitute against whom Owner may have no reasonable objection shall be provided.
4. Each superintendent shall represent Contractor in his absence and all communication to him will be as binding as if given to Contractor.

B. Duty to Examine and Compare Contract Documents

1. Before starting and throughout the progress of the work, Contractor shall carefully re-examine and compare the contract documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to Owner any conflict, error, or discrepancy which he may discover and obtain an interpretation from Owner before proceeding with any work affected thereby.
2. Any conflict, error, or discrepancy discovered by Contractor or which it should have discovered through examinations and comparisons and which is not reported at least ten (10) days before the date scheduled for starting that portion of the work affected thereby, will not be grounds for claims for additional compensation or extensions of the contract time.

C. Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - a. All employees on the job and other persons who may be affected thereby
  - b. All the work and all equipment and materials to be incorporated therein, whether in storage on or off the sites, and
  - c. Other property at the sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities except as designated for removal, relocation or replacement as part of the work.



2. Contractor shall comply with all applicable Federal, State and Local safety laws and building codes.
3. Contractor shall provide an OSHA approved First Aid Station at the job site.
4. Contractor shall designate a responsible member of his organization on the site whose duty shall be the enforcement of safety and health regulations. The name of such individual shall be posted in a conspicuous place.
5. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the entire work is completed and Owner has issued a notice that the work is acceptable.

D. Emergencies

1. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligation to act at his discretion to prevent threatened damage, injury or loss. He shall give Owner prompt written notice of any significant changes in the work or deviations in the contract documents caused thereby. A contract modification may be issued covering the changes and deviations involved.
2. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefor and request a contract modification as provided in these General Conditions.

E. Labor, Materials and Workmanship

1. The Contractor will furnish all materials required for the work covered in these specifications
2. Unless otherwise specified, all materials shall be new and of good quality. All workmanship shall be of good quality and free from defects.
2. All materials incorporated in the work shall be designated to meet the applicable safety standards of Federal, State and local laws and regulations.
3. All materials provided by the Contractor shall conform to TxDOT's "Buy American" standards and Contractor shall furnish documentation acceptable to TxDOT that this requirement is met.
4. Contractor shall furnish satisfactory evidence as to the source, kind and quality of materials.
5. Contractor shall furnish proper tools and equipment and the services of all linemen, laborers, and other employees necessary in the construction and execution of the work and the placing of all equipment in service.

6. All equipment and materials shall be applied, installed, connected, constructed, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the contract document.
7. Employees of Contractor shall be competent and willing to perform the work required of them. Any employee who is disorderly, intemperate or incompetent, or who neglects or refuses to perform his work shall be discharged and shall not be re-employed except with consent of Owner. Contractor shall discharge any employee found incompetent by the Owners.
8. Contractor shall not make any claim for an increase in the contract price by reasons of jurisdictional disputes or other labor troubles of any kind by its employees or employees of any subcontractor, supplier or manufacturer.

F. Submittals

1. All Material provided by the Contractor shall be submitted for approval prior to purchase.
1. The work includes the preparation and submission of all compliance submittals, schedules, certificates and other submittals specified or required for coordination of the work with Owner's project, to show that the contract documents and that all provisions thereof will be met with respect to completion on time, payments, and protection of Owner's interests.
2. Contractor shall transmit all such submittals to Owner for acceptance unless otherwise specified, and shall make all modifications requested.

G. Construction Records

1. Contractor shall keep one (1) record copy of all contract documents at each site in good order and annotated to show all changes made during the construction progress.
2. These shall be available to Owner for its inspection at all times and must be delivered to him upon substantial completion of the work.
3. Receipt and acceptance of contraction records will be a prerequisite for final payment on the contract.

H. Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped (meaning no work allowed at any of the job sites) under an order of any court or other public authority, or by Owner, for a period exceeding ninety (90) days, through no act or fault of Contractor or of anyone employed by him, Contractor may, upon ten (10) days written notice to Owner, stop the work or terminate this contract and recover payment from Owner for all work executed and equipment and material delivered to the sites.

## VIII. OWNER'S RESPONSIBILITIES AND RIGHTS

### A. Communications with Contractor

All communications of Owner with Contractor pertaining to performance of the work will be issued through Owner's representative.

### B. Owner's Right to Correct or Complete the Work

If Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, Owner, after ten (10) days written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

### C. Owner's Right to Suspend Work

1. Owner may at any time and without cause, suspend the work or any portion thereof for a period or successive periods of not more than ninety (90) days in the aggregate by notice in writing to Contractor and Owner which will fix the date on which the work shall be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed to increase the contract price or an extension of the contract time, or both, directly attributable to any suspension ordered by Owner without cause if he makes a claim therefore as provided in these General Conditions.
2. Pending settlement or disputes on any point of controversy, Owner may suspend action on all or any part of the work. Contractor shall not be entitled to any claim for loss or damage by reason of such delay or to extension of the contract time, although the extension of time may be recommended by Owner if he deems it in the interest of the work.

### D. Owner's Right to Terminate Contract

1. Owner, upon the certification that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving Contractor and his surety (10) days written notice, terminate the services of Contractor and take possession of any or all sites and all equipment, materials, tools, and construction equipment thereon and finish the work by whatever method he may deem expedient if Contractor becomes unacceptable for any of the following (but not limited to) reasons:
  - a. If he is adjudged as bankrupt or insolvent.
  - b. If he makes a general assignment to the benefits of his creditors.
  - c. If he files a petition to take advantage of any debtor's act or reorganize under the bankruptcy or similar laws.
  - d. If a trustee or receiver is appointed for Contractor or for any of his property.

- e. If he persistently or repeatedly refuses or fails, except in cases for which extension of the contract time is provided, to supply proper supervision, acceptable equipment or materials, or enough properly skilled workman, tools and construction equipment.
  - f. If he fails to make prompt payments to subcontractors, suppliers or manufacturers for labor, equipment or materials.
  - g. If he persistently disregards laws, ordinances or the authority of Owner's representative.
  - h. If he is guilty of a violation of any provisions of the contract documents.
- 2. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.
  - 3. In the event the unpaid balance of the contract price exceeds the direct and indirect costs of finishing, or otherwise obtaining, the work including compensation for additional engineering, managerial, and administrative services, the Contractor shall be paid for the completed work only.
  - 4. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner.

E. Use of Completed Work

- 1. Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but taking possession or use will not be deemed an acceptance of any work not completed in accordance with the contract documents.
- 2. Owner's use of any facilities so provided for in Article 1.0 of the Specifications will not be grounds for extension of the contract time or change in the contract price.
- 3. Owner's use of any facilities not specified provided for in these contract documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delay in completion incurred and properly claimed by Contractor will be equitably adjusted with a change order.
- 4. Facilities completed in accordance with the contract documents which are used by Owner prior to substantial completion of the entire work will be defined in writing and accepted by Owner.
- 5. Guarantee periods on accepted work, including mechanical and electrical equipment completed, Owner shall assume responsibility for and operation of all facilities used except for portions of the work not yet completed by Contractor.

IX. OWNER'S REPRESENTATIVE STATUS DURING PERFORMANCE OF THE WORK

A. Owner's Representative



The City of Sanger's Electric Superintendent will be Owner's authorized representative during the performance of the work. The duties and responsibilities and the limitations of authority of this office as Owner's representative during this period are set forth in these General Conditions. In the event of extension of these duties and responsibilities, Contractor will be provided with written notice of such amendment.

B. Role as Interpreter

Owner's representative will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both Owner and Contractor. He will not show partiality to either and shall not be liable of the result of any interpretation of or decision rendered in good faith. All matters relating to the execution and progress of the work, or the interpretation of or performance under the contract documents, shall be referred initially to Owner's representative for decision; which he will render promptly.

C. Interpretations by Owner's Representative

Owner's representative will issue with reasonable promptness such written interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable for the overall intent of the contract documents. If Contractor believes that a written interpretation amounts to a change in the work, he shall so state in writing to Owner's representative.

D. Visits to Sites

Owner's representative will make periodic visits to the sites to observe the process and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner's representative will not be required to make exhaustive or continuous inspections to check the quality or quantify the work. Owner's representative will keep him informed of the progress of the work.

E. Authority to Disapprove or Reject Defective Work

1. All equipment and materials used and all work done will at all times be subject to the inspection and approval of Owner's authorized representative.
2. Owner's representative has authority to disapprove or reject work which is "defective" (which term is defined in these General Conditions, Article "Rules Governing Acceptance of the work"). He also has authority to require special inspection or testing of the work as provided in these General Conditions whether or not the work is fabricated, installed or completed.
3. Owner's representative and his assistants will conduct observations of the work in progress to determine that it is proceeding in accordance with the contract documents.

F. Limitations on Owner's Representative's Responsibilities

1. Neither Owner's representative's authority to act under these General Conditions nor any decision made by him in good faith either to exercise or not exercise such authority will give rise to any duty or responsibility of Owner's representative to Contractor, any subcontractor, supplier or manufacturer, any of their agents or employees, not employees, or any other person performing any of the work.
2. Owner's representative or his consultant are not responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto. Neither is he responsible for Contractor's failure to perform the work in accordance with the contract documents.
3. Owner's representative or his consultant are not responsible for the acts or omissions of the Contractor or any supplier, manufacturer, or any of his or their agents or employees, or any other persons performing any of the work.
4. The presence or absence of Owner's representative, his assistants, or his consultant will not act to relieve Contractor of any responsibilities or any guarantee of his performance. Neither will observation by Owner's representative, his assistants, or his consultant in any way be understood to relieve Contractor of any responsibility for proper supervision of the work at all times.
5. The review and acceptance of Contractor's compliance submittals by Owner's representative will be understood to be only for conformance with the design concept, for compliance with the intent of the contract documents, and to assist Contractor in interpreting the contract documents so as to preclude delivery of equipment or materials not acceptable for the work. Owner's representative's acceptance of compliance submittals will not place upon him any responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called Owner's representative's attention to such deviation at the time of the submission and he has given written concurrence on the specific deviation.

X. ADDITIONAL, OMITTED, OR CHANGED WORK

A. Changes in the Work

1. Owner, without invalidating the Agreement, may order additional work or make changes by altering, adding to, or deducting from the work, the contract price and time being adjusted accordingly. All such work shall be executed under the conditions of the contract documents and be subject to the same inspection and tests as though initially included therein. Any claim for extension of the correct time caused thereby will be adjusted at the time of ordering such changes.
2. Owner has the right to make minor changes in the work to accommodate unforeseen circumstances that are not inconsistent with the intent of the contract documents. Otherwise, all extra work or changes will be covered in a change

order which will state the location, character, amount and method compensation. No extra work or change involving time or cost not provided for in the Agreement shall be performed unless in pursuance to a change order. The Contractor will not furnish materials or labor under a change order which requires an increase in the contract price without prior written approval from the City Council/Owner and no claim for an addition to the contract price or extension of the contract time will be valid unless so ordered.

3. Minor changes in work scope which do not warrant the need for a change to the contract will be handled as construction contingencies.

These construction contingencies or minor changes to the scope of work may be required of the Contractor at the Owner's discretion due to additional requirements, oversight in initial design, specification changes or miscellaneous design changes. They will be authorized in writing, shall be charged against the cash allowance for contingencies and the work executed by the contractor as directed by the owner. The amount of charges against the cash allowance for contingencies will be mutually agreed upon by the Owner and Contractor and documented on a written authorization for each separate change. The Owner will make the decision whether to handle the work change as a minor one or as a change to the contract.

If the Contractor claims that by instruction, request, drawing, specifications, or other directive or action of the Owner constitutes a change in the contract, but has not received written notice by the Owner, the Contractor shall provide written notice or a claim or dispute to the Owner within 5 days of the request for authorization. The contractor shall not proceed with any work in dispute or where a claim is pending without a written authorization from the owner.

#### B. Changes to the Contract Price

1. The contract price may only be adjusted by a change order. The contract price constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor in accomplishing the work shall be at his expense. The cumulative amount of change orders, to include contingencies, may not exceed twenty five percent (25%) of the original contract price amount.
2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the contract price.
3. Adjustments to the contract price for extra work or changes ordered by Owner will be determined by one or more of the following methods:
  - a. By a lump sum price.
  - b. By unit prices named in the bid or as otherwise agreed.

4. The Contractor's cost is hereby defined for purposes of this article to be the amounts required to pay subcontractors plus the costs of his own work as follows:
  - a. Labor Costs
    - 1) The payroll cost for all workmen such as foremen, linemen, craftsmen, and laborers shall be by certified payroll.
    - 2) All incidental labor expenses incurred as a direct result of the performance of the work, including payroll taxes, Worker's Compensation, pension and retirement allowances, and social security insurance, or other regular payroll charges on same.
  - b. Equipment and material costs
    - 1) The cost of all equipment and material required delivered to the construction sites.
    - 2) Sales and use taxes applicable to such equipment and materials.
  - c. Supplemental costs
    - 1) Rental for all power-driven equipment at agreed upon rates will be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.
    - 2) Transportation charges necessarily incurred in connection with such equipment that is not already on the particular site.
    - 3) Cost of power, fuel, lubricants and water required for such equipment (may be included in agreed upon rate).
    - 4) Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or changed work.
  - d. However, all such work done under methods 3.b. shall be charged to Owner at unit price not exceeding those set forth in the bid.
  - e. The above percentages include all other costs and full compensation for profit, overhead, superintendent, field office expense, and all other elements of cost not included in the Contractor's cost as herein defined.
  - f. Contractor shall keep and present in an acceptable form, an accurate account with vouchers of the several items of cost, including changes or extra work done under method 3.b.
5. Changed work will be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted will be estimated

at the time the omission is authorized, and the agreed adjustment will be deducted from subsequent Owner's Pay Estimates.

6. Statements for additional or changed work shall be rendered by Contractor not later than ten (10) days after completion of each assignment of additional or changed work provided of a change order, and if found correct will be accepted by Owner and submitted of repayment with the next Owner's Pay Estimate.
7. Owner reserves the right to obtain any or all work from persons or firms other than Contractor.
8. Contractor is not entitled to claim damages for anticipated profits on any portion of the work that may be omitted.
9. Statement shall be in the hands of Owner within such time as will allow a full consideration of the basis for the claim, and in no case later than ten (10) days after the work has been completed or damages sustained. Any change to the contract price arising from any claim will be incorporated in a change order.

C. Changes to the Contract Time

1. The contract time may only be adjusted by a change order. Contractor, in undertaking to complete the work within the contract time, had taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing equipment or material or workman or otherwise.
2. Adjustments to the contract time will be made for delays in completion of the work from causes beyond Contractor's control, including the following:
  - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
  - b. Unexpected delays in fabrication or shipment of equipment or materiel requiring in the work, whether ordered by Contractor or furnished by Owner or others under separate contract.
  - c. Delays caused by court proceedings.
  - d. Change orders.
  - e. Neglect, delay or default of any other contractor employed by Owner.
  - f. Weather conditions resulting in unusual construction delays.
  - g. Conflict, errors or discrepancies in bid documents or contract drawings reported to Owner as provided in these General Conditions.
  - h. Availability of right-of-way.



3. Contractor has no right to damages for any such causes of delay, Owner shall award extensions of the contract time on account of such cause of delay, provided that adequate evidence is presented to enable Owner to determine with exactness the extent and duration of delay of each item involved.
4. No extension to the contract time will be granted for delays involving portions of the work, or which do not directly affect the time required for completion of the entire work.
5. Any claim for an extension to the contract time shall be delivered in writing to Owner within ten (10) days of the occurrence of the event given rise to the claim. Any change to the contract time resulting from any such claim will be incorporated in a change order.

## XXI. RULES GOVERNING ACCEPTANCE OF THE WORK.

### A. Warranty and Guarantees

1. Contractor warrants and guarantees to Owner that all materials will be of good quality and free from defects in accordance with the contract documents.
2. Contractor guarantees to remedy promptly, and without cost to Owner, any defective materials or workmanship which appear within one year after the date of acceptance.
3. All materials furnished by Contractor for the work shall carry a written guarantee from the manufacturer or supplier of such items when called for in the specifications. Such guarantee shall cover and name all provisions set forth above and as may be called for in the specifications. Written guarantees shall be submitted to Owner with other compliance submittals for review by an attorney.

### B. Access to the Work

Owner and his representative retain the right of access to the work at all times. Contractor shall provide proper facilities for safe access and observation of the work and also of any inspection or testing thereof by public authorities or others.

### C. Inspections

1. If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected or approved by some public authority, Contractor shall give Owner timely notice of readiness thereof. Contractor shall deem all responsibility of such inspections and shall furnish Owner the required certificates of inspection or approval.
2. Inspections called for in these contract documents not otherwise prescribed by law will be in accordance with standards set forth in the specification.
3. No inspection or approval will be construed to relieve Contractor from his obligations to perform the work in accordance with the contract documents.

D. Defective Work

1. The term “defective” is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the contract documents, or not meeting the requirements of any inspection, test, approval or acceptance required by law or the contract documents.
2. Any defective work may be disapproved or rejected by Owner’s Representative at any time before final acceptance even though it may have been overlooked and included in a previous Estimate.
3. Contractor shall furnish samples of questionable materials from completed work for testing purposes when requested by Owner’s Representative. All costs in connection with the testing of materials proven to be defective shall be paid by Contractor through a deductive contract modification. If such tests prove the materials to be acceptable, their costs will be paid by Owner.
4. Prompt notice will be given by Owner’s Representative to Contractor of all defects as they become evident.

E. Stopping Defective Work in Progress

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable equipment or materials, Owner may order Contractor to stop the work or any portion thereof until the cause for such order has been eliminated; however, this right of Owner to stop the work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party. This shall not delay the completion of the Project.

F. Removal and Replacement of Rejected Defective Work

1. All rejected defective work, whether or not fabricated, installed or completed, shall be removed from the sites and replaced with acceptable work.
2. If Contractor does not remove and replace such rejected work within a reasonable time, as specified in a written notice from Owner’s Representative, Owner may, as provided in these General Conditions:
  - a. Withhold payment, or
  - b. Stop the work, or
  - c. Remove and replace the rejected work. All direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected equipment and materials removed from the work by Owner shall be removed from the sites by Contractor if so directed by Owner within ten (10) days of written notice of availability. Equipment and materials not removed within such time may be sold by Owner and the

net proceeds therefrom deducted from the expense of removal and replacement chargeable to Contractor. An appropriate deductive contract modification will be issued to cover all costs incurred by Owner in connection with the removal and replacement of defective work.

G. Correction or Repair of Defective Work

1. If required by Owner's Representative, Contractor shall promptly correct or repair any defective work, whether or not fabricated, installed or completed.
2. If Contractor does not correct or repair such defective work within a reasonable time, as specified in a written notice from Owner's Representative, it may be rejected as specified in the preceding paragraph or Owner may have the deficiency corrected or repair, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by corrections or repair of this defective work. An appropriate deductive contract modification will be issued to cover all costs incurred by Owner in connection with the correction or repair of defective work.

H. Acceptance of Defective Work

If, instead of requiring correction, repair, or removal and replacement of defective work, Owner (and prior to approval of final payment) deems it expedient to accept it, he may do so. In such case if acceptance occurs prior to approval of final payment, a contract modification will be issued incorporating the necessary revisions in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.

I. Corrections of Defective Work During the Guarantee Periods

1. If, during the guarantee period, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or if it has been rejected by Owner, remove it from site and replace it with acceptable work.
2. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor.
3. Contractor shall also bear the expense of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.
4. Owner shall give notice of observed defects with reasonable promptness.
5. Under emergency conditions Owner may remedy defective work without waiting for action by Contractor. Owner will notify Contractor immediately of the circumstances and actions taken and Contractor shall pay all reasonable substantiated costs of such action.

6. Neither the foregoing, nor any provisions in the contract documents, not any special guarantee time limit, shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the law.

## XXII. PAYMENTS, RELEASE OF LIENS AND COMPLETION

### A. Payments to Contractor

1. Upon completion by the Contractor of construction units and acceptance by the Owner's Representative, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled.
2. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

### B. Payments to Suppliers

The Contractor shall pay each supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of materials furnished by each supplier.

### C. Contractor's Warranty of Title

Contractor warrants and guarantees that title to all work, equipment and materials covered by an application for payment, whether incorporated in the work or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (referred to in these General Conditions as liens).

### D. Payments Withheld

1. Owner may, when so advised by his Representative, withhold or, on account of subsequently discovered by an application for payment, whether incorporated in the work or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (referred to in these General Conditions as liens).
  - a. Defective workmanship, equipment or material not remedied or replaced by Contractor.
  - b. Reduction in the contract price because of pending change orders.
  - c. Claims filed, or reasonable evidence indicating probable filing of claims.
  - d. Failure of Contractor, to make payments properly to subcontractor, suppliers and manufacturers or for equipment, material or labor.
  - e. Damage to another contractor.

- f. Any other violation of or failure to comply with the provisions of the contract documents, including failure to clean up or submit acceptable compliance submitted.
2. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

E. Final Inspection and Acceptance

1. Upon written notice from Contractor that he considers all work complete, Owner's Representative will make a final inspection with Contractor and will notify him in writing of any particulars in which this inspection reveals that the work is incomplete or defective. Contractor shall promptly make all compilations as are necessary to remedy such deficiencies.
2. After Contractor has remedied all deficiencies to the satisfaction of Owner's Representative and delivered all construction records, maintenance and operating instructions, schedule guarantees, bonds, certificates of inspection and other documents -- all as required by the contract documents -- Owner and Contractor will be promptly notified in writing that the work is acceptable.

F. Waiver of Claims

1. The making and acceptance of final payment shall constitute:
  - a. A waiver of all claims by Owner against Contractor other than those arising from unsettled liens, from defective work appearing after final inspections, or from failure to comply with the requirements of the contract documents or the terms of any special guarantees specified therein, and
  - b. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

G. Contractor's Continuing Obligation

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither preparation of any partial of final pay estimate by Project Representative, nor the issuance of a certificate of substantial completion, not any payment by Owner to Contractor under the contract documents, nor any utilization of the work or any part thereof, nor any of acceptance by Owner nor any failure to do so, nor any failure to give prompt notice, nor any correction of defective work by Owner will constitute an acceptance of work not in accordance with the contract documents.



EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply, and cause each subcontractor, if any, to comply with the latest federal and state laws, regulations, and directories pertaining to equal opportunity employment in connection with this contract, including, but not limited to, employment, procurement of materials, and lease of equipment therefor.

A. Contractor's Representations. The contractor represents that:

- \* It has \_\_\_\_\_, does not have \_\_\_\_\_, 100 or more employees, and if it has, that it has, \_\_\_\_\_, has not \_\_\_\_\_, furnished the Equal Employment Opportunity -- Employees Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

B. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 19645, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
  7. The Contractor will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Certificate of Nonsegregated Facilities. The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, as that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

## SPECIFICATIONS FOR DISTRIBUTION FACILITIES CONSTRUCTION

Item 5.

### 1.0 Scope of Work

The work covered by this Proposal embraces the complete construction of new electric power distribution lines with associated facilities as specified in the Acceptance, and omissions or discrepancies notwithstanding. Deviations from the Plans, Specifications for Construction Drawings shall not be permitted without the permission of the Owner.

### 1.1 General

These specifications are intended to describe the detailed requirements for the construction of electric distribution facilities.

#### A. Description of Facilities

1. Location: The distribution facilities are located in the City of Sanger electric service area.
2. Type: The new lines will be constructed as a single pole, single circuit, 12.5 kV.

#### B. Description of Work

In general, the City of Sanger Distribution facilities construction shall consist of constructing the following:

Relocating approximately 25,500 circuit feet of three phase, 12.5 kV distribution feeder line and associated facilities as shown in the construction drawings and as per these specifications.

#### C. Contractor's Responsibility

The Contractor shall be responsible for, but not limited to the following work.

1. Purchase and furnish all material necessary for completion of the project.
2. Furnish all labor, equipment, and supervision necessary to construct the complete transmission and distribution line relocation with associated facilities in accordance with these specifications
4. The Contractor shall check all work carefully and advise the Owner of any errors or omissions discovered. The Contractor shall not take advantage of any errors, discrepancies, or omissions. Instructions will be furnished by the Owner should any error, discrepancy or omission be discovered.

#### D. Construction Start:

The contractor shall be allowed to start work upon approval of the contract and receipt of Performance bond and insurance certificates.

E. Crews on Site:

The Contractor shall insure that crews, work force, shall be on site continuous from the construction start until the completion of this Contract. At no time while the contract is in effect, after the construction start date, will the contractor remove all crews and work force from the site without prior approval from the Owner.

2.0 General Requirements

2.1 Other Contracts:

No other contracts have been issued for this project.

2.2 Statement of Terms and Intent

To enable the reader of these specifications to gain the best understanding of the intent of the contents herein, the following definitions will apply:

- a. Owner - City of Sanger
- b. May - Denotes the allowing of option
- c. Shall - Always used herein in the imperative sense
- d. Contractor - One who bids and is subsequently awarded a purchase order to deliver and install specified material and/or services.
- e. Representative- One who is appointed by the Owner to perform Construction Management.

2.3 Administrative Matters

A. Initial Coordination Submittals

Within fifteen (15) days after the date of award, Contractor shall submit to Owner for review and acceptance, a detailed work progress schedule that includes a tentative schedule of compliance submittals, a schedule of values for partial pay purposes, and a tentative procurement schedule. A Certification of Insurance as described in this document shall be provided at that time.

B. Pre-Construction Meeting

Within fifteen (15) days after the date of award, a conference will be held at Sanger to review initial coordination submittals, establish procedures for handling compliance submittals, review administrative procedures including

schedule of payments to Contractor and establish a working understanding between the parties as to their relationships during conduct of the work. The conference shall be attended by Contractor and the Owner's Representative.

C. Work Progress Schedule:

1. The work schedule shall be in a graphic format suitable for displaying scheduled and actual progress.
2. The schedule shall show the work broken down into major phases and key items. The dates work is expected to begin and be completed shall be shown for each item.
3. Owner's Representative will review and comment on schedule, and upon agreement with Contractor for any necessary changes, the Contractor will furnish Representative three (3) copies of the accepted schedule. Contractor shall not change the accepted work progress schedule without prior concurrence of Representative.
4. Contractor shall submit to Representative for acceptance an updated schedule at least once every month which shall show actual progress and any proposed changes in the schedule of remaining work.

D. Work Progress Reports:

1. Contractor shall submit a weekly report on actual project progress.
2. Work progress reports shall consist of marked copies of the accepted work progress schedule and a narrative report which shall include, but not limited to, the following:
  - a. A description of current and anticipated delaying factors, if any.
  - b. Impact of any possible delaying factors.
  - c. Proposed corrective actions.
3. Should completion of key items fall behind the accepted schedule to an extent that completion of the work within the contract time appears doubtful, Contractor shall at no change in the contract price take whatever action necessary to complete on schedule.

E. Coordination Conference

1. A coordination conference shall be held as requested by Owner/Representative. Contractor and Owner/Representative shall be represented at each conference.
2. Contractor shall be prepared to discuss the current work progress report and any anticipated future changes to the schedule



I. Shipment Schedules (and Routing)

Shipment of equipment and materials shall be coordinated with the work progress schedule to eliminate the necessity for long periods of storage at the sites.

2.4 Information Regarding the Site

A. Availability of Land

Storage areas will be assigned by the Owner's Representative.

B. Operations On the Site

1. Contractor shall conduct the work in a manner to avoid unnecessary noise, dust and dirt.
2. Contractor shall cooperate with other occupants of the sites for efficient utilization of available space.
3. The site contains energized equipment. Contractor shall take all necessary precautions to ensure safety of all personnel and avoid interruption of energized circuits.
4. Contractor shall coordinate with Owner's Representative any scheduled interruptions.

E. Maintenance and Use of Roadways

1. Contractor shall make adequate provisions to prevent unnecessary interference with the use of public and private roads, walkways, drives and parking lots. He shall provide and maintain suitable detours or other temporary expedients if necessary.
2. Contractor shall repair roads, walkways, and other traffic areas damaged by his operations. He shall keep traffic areas as free as possible of excavated materials and maintain them in a manner to eliminate dust.
3. Contractor shall provide traffic barricades, construction signs, warning lights, guards and all other devices and services necessary to adequately protect the public and other devices and services necessary to adequately protect the public and other contractors.
4. All operations shall meet the approval of the Resident Project Representative who has jurisdiction over walkways and traffic areas.

G. Signs

1. All signs of contractors shall be placed in appropriate locations where they will not obstruct traffic or construction operations as per local and state requirements.
2. They shall be removed upon completion of the work.

H. Fire Protection

1. Contractor shall be responsible for development of a temporary fire prevention and protection program for all his work at the sites.
2. The program shall comply with the applicable provisions for safety and protection set forth in the General Conditions and with applicable parts of the National Fire Protection Association Standard No. 241, Building Construction Operations.
3. Should construction fires occur, all equipment provided under this and other contracts shall be used effectively to control and extinguish the fire regardless of the cause, and all personnel at the construction sites shall be directed by all contractors to assist in fighting the fire prior to and after arrival of the local fire department personnel. All construction equipment to be equipped with fire extinguishers.

I. Cleaning Up

1. Contractor shall keep the construction site free at all times from accumulations of waste materials and rubbish caused by construction operations and employees. His responsibilities shall include:
  - a. Adequate trash receptacles about each site, emptied promptly when filled.
  - b. Periodic cleanup to avoid hazards or interference with operations at each site and to maintain each site in a reasonably neat condition.
  - c. The keeping of construction materials, such as forms, and scaffolding, neatly stacked.
2. Contractor shall perform final cleanup prior to Owner's acceptance of the work. His final cleanup shall include:
  - a. Removal of dirt and unsightly substances from all visible surfaces and areas.
  - b. Removal of deleterious substances from all parts of the work.
  - e. Removal of Contractor's temporary structures, tools, equipment, supplies, and surplus materials.

- f. Repair of roads, walks, fences and other items damaged or deteriorated because of Contractor's operation.
- g. Grading, raking, smoothing, replacing vegetation and other operations necessary to restore to original or better condition all areas affected by Contractor's operations.

## 2.5 Stipulations Regarding Property of Owner and Others

### A. Salvage of Equipment and Materials

1. Any existing equipment and materials removed as part of the work shall remain Owner's property unless instructed otherwise.
2. Contractor shall carefully remove in a manner to prevent damage, all equipment and materials specified or indicated to be salvaged and reused or to remain property of Owner. He shall store and protect salvaged items specified to be reused in the work.
3. Salvaged items not to be reused in the work but to remain Owner's property, shall be delivered in good condition to Owner to a predetermined site.
  - a. Wire shall be rolled on spools provided and shall be free of all splices, armor rods, connectors, or other obstructions.
4. Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced in kind or with new items.
5. Owner may, at his option, allow the installation salvaged or reused items in lieu of those specified to be new. The pricing for the unit using reused material shall be adjusted accordingly.

### B. Protection of Existing Property

1. Contractor shall provide for the safety and protection of the work as set forth in General Conditions. He shall provide protection at all times against rain, wind, storms, frost, freezing, condensation or heat so as to maintain all work, equipment and materials free from injury or damage. At the end of each day all new work likely to be damaged shall be covered.
2. Owner shall be notified immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.

## 3.0 Materials

### 3.1 Responsibility

The Contractor is responsible to provide any and all material required for a complete installation. The Contractor is responsible to provide submittals for approval and verify all equipment as specified and to verify the quantities as specified. All materials provided by the Contractor shall conform to TxDOT's "Buy American" standards and Contractor shall furnish documentation acceptable to TxDOT that this requirement is met.

### 3.2 Storage of Equipment and Materials

Project Representative shall be advised of any arrangements made for storage of equipment or materials in a place other than Owner's site and evidence of insurance coverage shall be furnished with any application for payment therefor in conformance with the General Condition.

## 4.0 Poles

- 4.1 The poles to be used in this project shall of the size and quantity as shown on the construction drawings.
- 4.2 The contractor shall be responsible for loading and unloading all poles.
- 4.3 Wood poles shall be set at points shown on the plans and/or staked in the field. All poles shall be plumb and in line except when raked as shown in the plans. Holes shall be dug with straight sides to the calculated setting depth and of sufficient diameter as to permit a tamping bar around all sides of the pole. Pole setting depths are calculated as 10% of the pole height plus 3 feet. Poles shall be plumbed and immediately tamped with loose dirt. Vegetable matter or wet dirt will not be permitted as backfill material. Air or hydraulic tampers shall be used while tamping poles and not more than 4 inches of loose dirt at a time shall be placed around the poles while they are being tamped. Tamping of poles shall continue until the tamped earth reaches the ground surface and the pole is firmly set. Loose earth shall be banked around tamped poles to form a 45° berm about the base of the pole at least eight inches above the ground surface. Self-supporting poles shall be set according to their respective detailed drawing.

## 5.0 Line Conductor Installation

- 5.1 The stringing of line conductors shall be carefully controlled for proper tension and sag so as not to injure the conductors. Experienced supervision, linemen and properly designed equipment shall be employed and used to insure proper and safe installation of the conductors. Sufficient tension shall be maintained in the conductor paid out to avoid its being twisted, kinked or subjected to excessive sag. Installation shall be such as to prevent nicking, cutting or otherwise allow damage to the conductor. Methods of installing the conductor that require its being pulled along the ground or subjected to treatment that may cause abrasion or kinking of the wire will not be permitted.
- 5.2 Splices shall be made only where required and only one splice per span will be permitted.
- 5.3 Splices in aluminum conductors shall be made using compression type splicing sleeves supplied by the Owner. The contractor shall furnish all tools necessary to properly apply the splices. Before making a joint, the inside of the sleeve and the ends of the

conductor to be inserted shall be clean and free from dirt and grease. A wire brush shall be used to remove oxide and grease from the sleeve and the conductor ends, and the conductor ends given additional brushing after the brush has been dipped in Penetrox "A", as manufactured by the Burndy Company.

Item 5.

- 5.4 The conductor shall be sagged in accordance with the applicable sag and tension chart medium loading district and the particular ruling span for each section of the line. The Contractor shall furnish sag and tension charts for the conductors to be installed. The temperature shall be determined by means of a certified etched glass thermometer. The proper sag values corresponding to this temperature should be used.
- 5.5 All connectors on the 12.5 kV distribution line are to be made using a power-driven wedge. The connectors, shells, and tools will be furnished by the Contractor and approved by Owner.

## 6.0 Drawings

The drawings in the attached List of Drawings are made a part of these Specifications.

### LIST OF DRAWINGS

IH35 Mandated Sheets 1-24

Self-Supporting Poles Loading Sheets 1-25

Self-Supporting Poles Drilling Sheets 1-25

Construction Standards Drawings Sheets 1-75





Chris Felan  
Vice President  
Rates & Regulatory Affairs

August 16, 2023

TO THE GOVERNING BODY OF ALL MUNICIPALITIES SERVED BY ATMOS  
ENERGY CORP., MID-TEX DIVISION

On August 16, 2023, Atmos Energy Corp., Mid-Tex Division (the "Company"), filed its Annual Gas Cost Reconciliation Filing for the twelve-month period ended June 30, 2023. This report has been prepared in accordance with the Order of the Railroad Commission of Texas under Gas Utilities Docket No. 9400. This report reconciles the Company's expenditures for gas with the billing of those costs to residential, commercial, and industrial customers for the period noted above. This filing is for informative purposes only and no action is required on your city's part.

Enclosed is a copy of the schedules filed with the Commission.

Should you have any questions, please contact me at 214-206-2568.

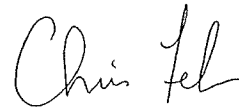
Sincerely,

A handwritten signature in cursive script that reads "Chris Felan".

Chris Felan  
Vice President, Rates and Regulatory Affairs  
Atmos Energy, Mid-Tex Division

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023  
PREPARED IN ACCORDANCE WITH THE ORDER OF  
THE RAILROAD COMMISSION OF TEXAS UNDER  
GAS UTILITIES DOCKET NO. 9400**

The attached Annual Gas Cost Reconciliation Filing for the period ended June 30, 2023, was prepared by me or under my direct supervision. I hereby certify that the information contained therein is true and correct and that the Filing was prepared in accordance with the order of the Railroad Commission of Texas in Gas Utilities Docket No. 9400.



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Chris Felan  
Vice President  
Rates & Regulatory Affairs

Filed: August 16, 2022

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

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<b>Document Title</b>	<b>Document Description</b>
Schedule 1	Calculation of Reconciliation Factor
Schedule 2	Summary of (Over)/Under Recovery
Schedule 3	Gas Cost Incurred
Schedule 4	Gas Cost Incurred - By Month
Schedule 5	Gas Cost Billed
Schedule 6	Summary of Net Gas Cost Written Off
Schedule 7	Interest Calculation
Schedule 8	Estimated Volume Calculation for (Refund)/Surcharge
Schedule 9	Summary of (Over)/Under Recovery from Previous Filing
Schedule 10	Lost And Unaccounted For Gas ("LUG") Calculation
WP/Billed Gas Cost	Gas Cost Billed - By Month
WP/LUG-Related Mcf	LUG-Related Volumes/Quantities - By Month

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**CALCULATION OF RECONCILIATION FACTOR**

Line No.	Description	Amount	Reference
	(a)	(b)	(c)
<b>9-MONTH REFUND PER GUD 9400 (Oct - June)</b>			
1	Total Amount to (Refund)/Surcharge	\$ (9,863,929)	Schedule 2, Col. (b), Line 13
2			
3	Total Estimated Rate R, Rate C and Rate I Mcf	<u>132,341,479</u>	Schedule 8, Col. (b), Line 11
4			
5	<b>Reconciliation Factor (Mcf)</b>	<u><u>\$ (0.0745)</u></u>	Line 1 divided by Line 3
<b>5-MONTH REFUND PER GUD 9400 (Nov - March)</b>			
1	Total Amount to (Refund)/Surcharge	\$ (9,859,120)	Schedule 2, Col. (c), Line 13
2			
3	Total Estimated Rate R, Rate C and Rate I Mcf	<u>102,757,879</u>	Schedule 8, Col. (c), Line 6
4			
5	<b>Reconciliation Factor (Mcf)</b>	<u><u>\$ (0.0959)</u></u>	Line 1 divided by Line 3



**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**SUMMARY OF (OVER)/UNDER RECOVERY**

Line No.	Description	9-Month Per GUD 9400 Amount	5-Month Alternative Proposal Amount	Reference
	(a)	(b)	(c)	(d)
1 2	Gas Cost Incurred	\$ 637,062,112	\$ 637,062,112	Schedule 3, Col. (c), Line 17
3 4	Gas Cost Billed	656,773,246	656,773,246	Schedule 5, Col. (e), Line 14
5 6	Total Gas Cost (Over)/Under Recovered	\$ (19,711,134)	\$ (19,711,134)	Line 1 minus Line 3
7 8	Amount Remaining from Previous Filing	521,999	521,999	Schedule 9, Col. (b), Line 7
9 10	Net Gas Cost Written Off	9,415,829	9,415,829	Schedule 6, Col. (h), Line 13
11 12	Interest	(90,623)	(85,814)	Schedule 7, Col. (f), (i), Line 27
13	<b>Total Amount to (Refund)/Surcharge</b>	<b>\$ (9,863,929)</b>	<b>\$ (9,859,120)</b>	Line 5 plus Line 7 plus Line 9 plus Line 11

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**GAS COST INCURRED**

Line No.	FERC Account	Description	Amount
	(a)	(b)	(c)
			Schedule 4, Col. (n)
1	800	Natural Gas Well Head Purchases	\$ -
2	801	Natural Gas Field Line Purchases	-
3	802	Natural Gas Gasoline Plant Outlet Purchases	-
4	803	Natural Gas Transmission Line Purchases (Note 2)	616,989,309
5	805	Other Gas Purchases	(288,442)
6	806	Exchange Gas	22,044,500
7	808.1	Gas Withdrawn From Storage - Debit	91,522,394
8	808.2	Gas Delivered To Storage - Credit	(108,002,802)
9	812	Gas Used for Other Utility Operations - Credit	(303,366)
10	858	Transmission and Compression of Gas by Others	17,456,153
11			
12			
13		<b>Total Gas Cost Incurred</b>	<b>\$ 639,417,746</b>
14			
15	805	Less: Total Imbalance Fees (1)	\$ 2,355,634
16			
17		<b>Total Gas Cost Less Imbalance Fees</b>	<b>\$ 637,062,112</b>

Note:

1. Reference Schedule 4, Line 19.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**GAS COST INCURRED - BY MONTH**

Line No.	FERC Account	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	800 - Natural Gas Well Head Purchases						
2	801 - Natural Gas Field Line Purchases						
3	802 - Natural Gas Gasoline Plant Outlet Purchases						
4	803 - Natural Gas Transmission Line Purchases	46,363,644.78	55,203,266	53,586,256	24,001,470	78,184,860	136,732,045
5	805 - Other Gas Purchases-Curtailment Overpull						
6	805 - Other Gas Purchases-CNG Charges						
7	805 - Other Gas Purchases-Other Gas Costs						
8	805 - Other Gas Purchases-Recovery of Gas Loss	(10,332)	(11,152)	(38,572)	(44,189)	(15,160)	(17,807)
9	806 - Exchange Gas	2,444,811	16,190,974	1,619,978	1,671,772	1,113,121	(267,177)
10	808.1 - Gas Withdrawn From Storage - Debit	-	-	-	2,262,287	10,936,092	16,870,926
11	808.2 - Gas Delivered To Storage - Credit	(20,786,767)	(26,839,958)	(16,699,783)	(3,896,644)	(3,705,233)	(11,685,828)
12	812 - Gas Used for Other Utility Operations - Credit	(5,672)	(12,859)	1,870	(10,276)	(1,584)	(7,497)
13	858 - Transmission and Compression of Gas-Demand Storage	365,000	460,000	460,000	460,000	460,000	590,000
14	858 - Transmission and Compression of Gas by Others	227,671	227,474	220,142	227,539	1,456,585	2,414,074
15							
16							
17	<b>Total Gas Cost Incurred</b>	<b>\$ 28,598,356</b>	<b>\$ 45,217,744</b>	<b>\$ 39,149,890</b>	<b>\$ 24,671,959</b>	<b>\$ 88,428,682</b>	<b>\$ 144,628,735</b>
18							
19	<b>Total Imbalance Fees</b>	(222,979)	(668,701)	(86,143)	(213,336)	(218,068)	(175,288)
20							
21							
22	<b>Total Gas Cost Less Imbalance Fees</b>	<b>\$ 28,375,377</b>	<b>\$ 44,549,043</b>	<b>\$ 39,063,747</b>	<b>\$ 24,458,623</b>	<b>\$ 88,210,614</b>	<b>\$ 144,453,447</b>

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**ANNUAL GAS COST RECONCILIATION FILING**  
**FOR THE PERIOD ENDED JUNE 30, 2023**

**GAS COST INCURRED - BY MONTH**

Line No.	FERC Account (a)	Jan-23 (h)	Feb-23 (i)	Mar-23 (j)	Apr-23 (k)	May-23 (l)	Jun-23 (m)	Total Amount (n)
1	800 - Natural Gas Well Head Purchases							-
2	801 - Natural Gas Field Line Purchases							-
3	802 - Natural Gas Gasoline Plant Outlet Purchases							-
4	803 - Natural Gas Transmission Line Purchases	97,394,042	64,242,704	31,564,192	6,994,758	10,644,495	12,077,576	616,989,309
5	805 - Other Gas Purchases-Curtailment Overpull							-
6	805 - Other Gas Purchases-CNG Charges							-
7	805 - Other Gas Purchases-Other Gas Costs							0
8	805 - Other Gas Purchases-Recovery of Gas Loss	(8,018)	(10,765)	(20,082)	(55,445)	(13,735)	(43,185)	(288,442)
9	806 - Exchange Gas	1,985,267	(361,837)	(2,049,455)	(554,899)	324,659	(72,714)	22,044,500
10	808.1 - Gas Withdrawn From Storage - Debit	20,812,110	24,638,540	15,879,983	122,457	(0)	0	91,522,394
11	808.2 - Gas Delivered To Storage - Credit	(9,648,149)	(5,313,124)	(235,399)	(1,789,365)	(3,152,856)	(4,249,696)	(108,002,802)
12	812 - Gas Used for Other Utility Operations - Credit	(175,546)	(42,608)	(24,234)	(13,811)	(5,948)	(5,201)	(303,366)
13	858 - Transmission and Compression of Gas-Demand Storage	460,000	480,000	460,000	597,500	597,500	597,500	5,987,500
14	858 - Transmission and Compression of Gas by Others	2,424,227	2,181,509	1,848,449	221,075	10,215	9,692	11,468,653
15								
16								
17	<b>Total Gas Cost Incurred</b>	<b>\$ 113,243,933</b>	<b>\$ 85,814,420</b>	<b>\$ 47,423,455</b>	<b>\$ 5,522,271</b>	<b>\$ 8,404,329</b>	<b>\$ 8,313,972</b>	<b>\$ 639,417,746</b>
18								
19	<b>Total Imbalance Fees</b>	<b>(360,305)</b>	<b>67,971</b>	<b>(120,165)</b>	<b>(98,135)</b>	<b>(143,594)</b>	<b>(116,892)</b>	<b>\$ (2,355,634)</b>
20								
21								
22	<b>Total Gas Cost Less Imbalance Fees</b>	<b>\$ 112,883,628</b>	<b>\$ 85,882,391</b>	<b>\$ 47,303,290</b>	<b>\$ 5,424,136</b>	<b>\$ 8,260,735</b>	<b>\$ 8,197,080</b>	<b>\$ 637,062,112</b>

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**GAS COST BILLED**

Line No.	Month-Yr	Billed Volumes/Quantities			Total Gas Cost Recovered (1)
		Rate R (Mcf)	Rate C (Mcf)	Rate I (MMBtu)	
	(a)	(b)	(c)	(d)	(e)
1	July-22	2,053,241	2,845,357	256,756	\$ 32,522,275
2	August-22	1,769,002	2,536,893	237,338	38,499,510
3	September-22	1,979,810	2,675,371	220,853	41,345,412
4	October-22	2,256,255	2,814,216	297,121	44,233,867
5	November-22	5,167,080	3,868,940	424,412	52,512,769
6	December-22	12,371,609	6,006,647	542,980	116,885,783
7	January-23	15,953,968	8,936,883	509,260	158,480,105
8	February-23	17,238,345	8,799,132	477,921	94,677,791
9	March-23	9,338,463	6,339,297	388,883	44,733,748
10	April-23	6,160,364	4,572,757	348,769	14,030,013
11	May-23	3,428,752	3,466,483	294,664	8,958,195
12	June-23	2,431,223	3,064,137	221,227	9,893,778
13					
14	<b>Total</b>	<b>80,148,112</b>	<b>55,926,113</b>	<b>4,220,184</b>	<b>\$ 656,773,246</b>

Note:

1. Reference Workpaper WP/Billed Gas Cost, column ( i ).



ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023

SUMMARY OF NET GAS COST WRITTEN OFF  
All Areas For The Period of July, 2022 - June, 2023

Line No.	Month-Yr	Gas Cost Written Off	Margin Written Off	Tax and Other Written Off	Total Written Off	Gas Cost Collected	Margin Collected	Net	Cumulative Net
	(a)	(b)	(c)	(d)	(e)=(b)+(c)+(d)	(f)	(g)	(h)=(b)+(f)	(i)
1	July-22	713,765	1,044,660	38,104	1,796,529	(24,909)	(41,263)	688,856	688,856
2	August-22	1,227,266	1,598,155	71,400	2,896,821	(21,238)	(31,429)	1,206,028	1,894,884
3	September-22	835,925	1,150,525	50,791	2,037,242	(31,459)	(50,412)	804,466	2,699,350
4	October-22	557,373	844,538	30,772	1,432,683	(45,447)	(55,513)	511,926	3,211,276
5	November-22	969,098	1,461,153	57,749	2,488,000	(74,079)	(87,150)	895,019	4,106,295
6	December-22	1,030,075	2,181,225	58,972	3,270,272	(44,221)	(49,559)	985,854	5,092,149
7	January-23	1,077,927	1,749,147	69,283	2,896,356	(33,943)	(40,463)	1,043,984	6,136,133
8	February-23	801,165	1,455,191	45,201	2,301,557	(38,695)	(46,546)	762,470	6,898,603
9	March-23	638,219	1,293,322	42,146	1,973,687	(34,151)	(39,589)	604,068	7,502,671
10	April-23	539,421	959,774	35,602	1,534,797	(24,369)	(34,659)	515,052	8,017,723
11	May-23	755,562	1,173,271	50,848	1,979,681	(18,432)	(30,972)	737,130	8,754,853
12	June-23	685,520	906,320	38,522	1,630,362	(24,545)	(34,791)	660,976	9,415,829
13	Total	\$ 9,831,317	\$ 15,817,281	\$ 589,391	\$ 26,237,987	\$ (415,488)	\$ (542,347)	\$ 9,415,829	

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**INTEREST CALCULATION**

Line No.	Month/Year	Monthly (Over)/ Under Recovery (1)	Cumulative (Over)/ Under Recovery	Interest Rate (2)	9-Month Per GUD 9400		5-Month Alternative Proposal		
					Amount of (Refund)/ Surcharge (3)	Monthly Interest (4)	Cumulative (Over)/ Under Recovery	Amount of (Refund)/ Surcharge (5)	Monthly Interest (4)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	July-22	\$ (3,458,042)	\$ (3,458,042)	0.120%		\$ (352)	\$ (3,458,042)		\$ (352)
2	August-22	7,255,561	3,797,519	0.120%		387	3,797,519		\$ 387
3	September-22	(1,477,199)	2,320,320	0.120%		229	2,320,320		\$ 229
4	October-22	(19,263,318)	(16,942,998)	0.120%		(1,727)	(16,942,998)		\$ (1,727)
5	November-22	36,592,864	19,649,866	0.120%		1,938	19,649,866		\$ 1,938
6	December-22	28,553,518	48,203,384	0.120%		4,913	48,203,384		\$ 4,913
7	January-23	(44,552,493)	3,650,891	1.190%		3,690	3,650,891		\$ 3,690
8	February-23	(8,032,930)	(4,382,039)	1.190%		(4,000)	(4,382,039)		\$ (4,000)
9	March-23	3,173,610	(1,208,429)	1.190%		(1,221)	(1,208,429)		\$ (1,221)
10	April-23	(8,090,825)	(9,299,254)	1.190%		(9,095)	(9,299,254)		\$ (9,095)
11	May-23	39,670	(9,259,584)	1.190%		(9,359)	(9,259,584)		\$ (9,359)
12	June-23	(1,035,722)	(10,295,306)	1.190%		(10,070)	(10,295,306)		\$ (10,070)
13	Beg. Balance Prior Filing (6)	521,999	(9,773,307)	1.190%		-	(9,773,307)		
14	July-23		(9,773,307)	1.190%		(9,878)	(9,773,307)		\$ (9,878)
15	August-23		(9,773,307)	1.190%		(9,878)	(9,773,307)		\$ (9,878)
16	September-23		(9,773,307)	1.190%		(9,559)	(9,773,307)		\$ (9,559)
17	October-23		(9,377,022)	1.190%	(396,285)	(9,477)	(9,773,307)		\$ (9,878)
18	November-23		(8,696,107)	1.190%	(680,916)	(8,506)	(8,896,358)	(876,949)	\$ (8,701)
19	December-23		(7,346,362)	1.190%	(1,349,745)	(7,425)	(7,158,027)	(1,738,332)	\$ (7,235)
20	January-24		(5,108,987)	1.190%	(2,237,374)	(5,164)	(4,276,521)	(2,881,506)	\$ (4,322)
21	February-24		(3,230,817)	1.190%	(1,878,170)	(2,949)	(1,857,632)	(2,418,888)	\$ (1,696)
22	March-24		(1,788,439)	1.190%	(1,442,377)	(1,808)	-	(1,857,632)	\$ -
23	April-24		(906,447)	1.190%	(881,992)	(887)			-
24	May-24		(421,762)	1.190%	(484,685)	(426)			-
25	June-24		(0)	1.190%	(421,762)	(0)			
26									
27	<b>Total</b>	<b>\$ (9,773,307)</b>			<b>\$ (9,773,307)</b>	<b>\$ (90,623)</b>	<b>\$ (9,773,307)</b>		<b>\$ (85,814)</b>

Notes:

- Reference Schedule 4 (Gas Cost Incurred), Line 22 (by month) minus Schedule 5 (Gas Cost Billed), column (e) by month plus Schedule 6 (Net Gas Cost Written Off), column (h) by month.
- Interest rate is based on the PUCT/RRC rate for over and under billings.
- Reference Schedule 8, column (b) by month divided by Schedule 8, line 11, column (b) multiplied by Schedule 7 line 27, column (b).
- For column (f), the monthly interest amount is calculated by taking column (c) x column (d), divided by 365 days in the year x the total number of days in each month. For column (i), the monthly interest amount is calculated by taking column (g) x column (d), divided by 365 days in the year x the total number of days in each month.
- Reference Schedule 8, column (b) by month divided by Schedule 8, line 6, column (c) multiplied by Schedule 7 line 27, column (b).
- Reference Schedule 9, Line 7(b).

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**ESTIMATED VOLUME CALCULATION FOR (REFUND)/SURCHARGE**

Line No.	Month-Yr	Total Estimated Volume (1)	Volume Sub- Totals	Time Periods
	(a)	(b)	(c)	(d)
1	October-23	5,366,136		
2	November-23	9,220,357		
3	December-23	18,277,055		
4	January-24	30,296,546		
5	February-24	25,432,523		
6	March-24	19,531,398	102,757,879	5-month Sub-Total (Nov - Mar)
7	April-24	11,943,159		
8	May-24	6,563,171		
9	June-24	5,711,134		
10				
11	<b>Total for 9 months</b>	<b>132,341,479</b>		

Note:

1. Source - Mid-Tex FY2024 Forecasted Volumes from Mid-Tex Finance

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**SUMMARY OF (OVER)/UNDER RECOVERY FROM PREVIOUS FILING**

Line No.	Description	Amount	Reference
	(a)	(b)	(c)
1	Prior (Over)/Under Gas Cost Recovery	\$ 7,925,222	Prior Year Gas Cost Reconciliation Sch 2, Line 13(b) - Line 11(c)
2			
3	Amount (Refunded) /Surcharged to Customers	7,483,878	<b>For the Periods October 2022 through June 2023</b>
4			
5	Interest	80,655	
6			
7	<b>Total Amount to (Refund)/Surcharge from Previous Filing</b>	<b><u>\$ 521,999</u></b>	Line 1 minus Line 3 plus Line 5

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**LOST AND UNACCOUNTED FOR GAS ("LUG") CALCULATION**

Line No.	Description	Mcf or Percent	Reference
	(a)	(b)	(c)
1	Net Purchase Volume	142,862,857	WP/LUG-Related Mcf Col (b), Ln 13
2	Less: Total Sales Volume	140,270,448	WP/LUG-Related Mcf Col (f), Ln 13
3	Less: Company Use Volume	55,256	WP/LUG-Related Mcf Col (g), Ln 13
4	LUG Volume	<u>2,537,153</u>	Line 1 minus Lines 2 and 3
5	<b>LUG Percent</b>	<u><u>1.78%</u></u>	Line 4 divided by Line 1

# WORKPAPERS



**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**GAS COST BILLED - BY MONTH**

Line No.	Month-Yr	Rate R		Rate C		Rate I		Total Billed	
		Volume	Amount	Volume	Amount	Volume	Amount	Volume	Amount
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	Jul-22	2,053,241	12,757,483	2,845,357	18,219,379	256,756	1,545,413	5,155,355	\$ 32,522,275.08
2	Aug-22	1,769,002	15,162,641	2,536,893	21,377,424	237,338	1,959,445	4,543,232	38,499,509.53
3	Sep-22	1,979,810	16,839,893	2,675,371	22,678,952	220,853	1,826,567	4,876,034	41,345,412.30
4	Oct-22	2,256,255	18,612,826	2,814,216	23,208,589	297,121	2,412,452	5,367,592	44,233,866.75
5	Nov-22	5,167,080	28,358,156	3,868,940	21,839,098	424,412	2,315,515	9,460,432	52,512,768.96
6	Dec-22	12,371,609	76,618,062	6,006,647	36,977,999	542,980	3,289,721	18,921,236	116,885,782.79
7	Jan-23	15,953,968	99,610,033	8,936,883	55,763,882	509,260	3,106,191	25,400,111	158,480,105.29
8	Feb-23	17,238,345	60,369,922	8,799,132	32,672,019	477,921	1,635,850	26,515,398	94,677,790.70
9	Mar-23	9,338,463	25,647,020	6,339,297	18,046,138	388,883	1,040,590	16,066,644	44,733,747.71
10	Apr-23	6,160,364	7,560,700	4,572,757	6,027,494	348,769	441,820	11,081,890	14,030,013.42
11	May-23	3,428,752	4,256,599	3,466,483	4,343,676	294,664	357,920	7,189,899	8,958,194.69
12	Jun-23	2,431,223	4,280,642	3,064,137	5,238,725	221,227	374,412	5,716,588	9,893,777.94
13	<b>Grand Total</b>	<b>80,148,112</b>	<b>\$ 370,073,976.28</b>	<b>55,926,113</b>	<b>\$ 266,393,373.78</b>	<b>4,220,184</b>	<b>\$ 20,305,895.11</b>	<b>140,294,409</b>	<b>\$ 656,773,245.17</b>

WP/LUG-Related Mcf

**ATMOS ENERGY CORP., MID-TEX DIVISION  
ANNUAL GAS COST RECONCILIATION FILING  
FOR THE PERIOD ENDED JUNE 30, 2023**

**LUG-RELATED VOLUMES/QUANTITIES - BY MONTH**

Line No.	Month-Yr	Net Purchase Mcf	Billed Volumes/Quantities				Company Use (Mcf)
			Rate R (Mcf)	Rate C (Mcf)	Industrial (Mcf)	Total (Mcf) (f)=(c)+(d)+(e)	
	(a)	(b)	(c)	(d)	(e)	(f)=(c)+(d)+(e)	(g)
1	July-22	4,542,390	2,053,241	2,845,357	255,403	5,154,002	(637)
2	August-22	4,503,665	1,769,002	2,536,893	236,390	4,542,284	(1,681)
3	September-22	4,738,673	1,979,810	2,675,371	219,099	4,874,280	225
4	October-22	6,519,393	2,256,255	2,814,216	294,913	5,365,384	(1,219)
5	November-22	18,028,802	5,167,080	3,868,940	422,050	9,458,070	(191)
6	December-22	24,708,749	12,371,609	6,006,647	539,978	18,918,234	(1,320)
7	January-23	24,526,879	15,953,968	8,936,883	506,014	25,396,865	(23,329)
8	February-23	22,913,413	17,238,345	8,799,132	474,562	26,512,039	(6,772)
9	March-23	13,292,155	9,338,463	6,339,297	386,546	16,064,307	(6,820)
10	April-23	8,072,926	6,160,364	4,572,757	347,937	11,081,058	(4,856)
11	May-23	6,147,958	3,428,752	3,466,483	294,657	7,189,892	(4,712)
12	June-23	4,867,855	2,431,223	3,064,137	218,674	5,714,035	(3,945)
13	<b>Total</b>	<b>142,862,857</b>	<b>80,148,112</b>	<b>55,926,113</b>	<b>4,196,223</b>	<b>140,270,448</b>	<b>(55,256)</b>



Chris Felan  
Vice President  
Rates & Regulatory Affairs

August 23, 2023

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the September 2023 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Chris Felan".

Chris Felan  
Vice President, Rates and Regulatory Affairs  
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION  
MID-TEX DIVISION  
STATEMENT OF RIDER GCR  
**September, 2023**  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170

<b>Part (a) - Mid-Tex Commodity Costs</b>					
Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.30226			
2	Estimated City Gate Deliveries:	48,156,680			
3	Estimated Gas Cost:	<u>\$14,555,838</u>			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	<u>\$377,462</u>			
6	Total Estimated City Gate Gas Cost:	<u>\$14,933,300</u>			
7	Estimated Sales Volume:	<u>49,777,290</u>			
8	Estimated Gas Cost Factor - (EGCF)	<u>0.30000</u>			
9	Reconciliation Factor - (RF):	0.00000			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	<u>0.00000</u>			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.30000 per Ccf	Btu Factor 0.1024	Per MMBtu \$2.9297	
<b>Part (b) - Pipeline Services Costs</b>					
Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation <sup>1</sup>
	<u>Fixed Costs</u>				
13	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
14	a. Current Month Fixed Costs of Pipeline Services	\$49,255,722	31,672,759	15,046,441	2,536,522
15	b. Plus: Second Prior Month Recovery Adjustment	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
16	Net Fixed Costs	\$49,255,722	\$31,672,759	\$15,046,441	\$2,536,522
	<u>Commodity Costs</u>				
17	a. Estimated Commodity Cost of Pipeline Services	(\$825,355)	(635,010)	(260,130)	69,785
18	b. Plus: Second Prior Month Recovery Adjustment	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
19	Net Commodity Cost of Pipeline Services	(\$825,355)	(\$635,010)	(\$260,130)	\$69,785
20	<b>Total Estimated Pipeline Costs (Line 16 + Line 19)</b>	\$48,430,367	\$31,037,749	\$14,786,311	\$2,606,307
21	Estimated Billed Volumes		66,944,700 Ccf	46,368,430 Ccf	4,881,189 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.46360 Ccf	0.31890 Ccf	\$0.5339 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.30000 Ccf	0.30000 Ccf	\$2.9297 MMBtu
24	<b>Rider GCR</b>		<u>0.76360 Ccf</u>	<u>0.61890 Ccf</u>	<u>Rate I - \$3.4636 MMBtu</u>
25					<u>Rate T - \$0.5339 MMBtu</u>

<sup>1</sup> Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.