

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. <u>Bidder Qualifications</u>

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:		

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. <u>Information to be Submitted with Proposal</u>

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. <u>Proposal Guarantee</u>

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 <u>August 1, 2023</u>, 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. <u>Interpretation and Addenda</u>

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 contact 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. <u>Proposal</u>

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 licenses 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. <u>Time of Completion</u>

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. <u>Liquidated Damage</u>

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.

<u>PROPOSAL</u>

			Date:	day of	2023
то: т	The City of Sanger, Texas				
Gentle	emen:				
compl	ndersigned proposes to perform the material iance with all specifications included herein as provided in the Instructions to Bidder's se	. All prices offered abo			
1.0	Subcontractors				
	The undersigned proposes that he will perf of the work will be subcontracted.	orm all of work with his	own for	ces and that i	no portion
2.0	Addenda				
	The undersigned Bidder acknowledges considered in preparing this proposal.	receipt of the following	g adden	nda, which h	ave been
	Number	Dated			
	Number	Dated			
	Number				
	Number	Dated			
3.0	Unit Pricing				
	The bidder shall furnish all materials and ekV distribution lines with associated facilit is a firm price, includes furnishing all materials units designated, and includes all associated the installation and removal units for this property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the installation and removal units for the property of the property of the installation and removal units for the property of the property	ies as per these specificaterial and labor for installadd costs and overhead and	tions. T ation or	he individual removal of th	unit price ne specific
		Dollar	s, (\$		_)

4.0	Pro	posal	Summary	y

Contractor Labor & Material	\$
Approved Contingency	\$ 50,000.00
Total Contract Amount	\$

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	h the local government officer.
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	income, from or at the direction ncome is not received from the
6 Check this box if the vendor has given the local government officer or a family member	
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	003(a-1).
Signature of vendor doing business with the governmental entity	ate

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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;
 - (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

Ι,	_(Person name), the undersigned representative of
_	(Company or Business name, hereafter referred to as Company) being an adult over the age of een (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and 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.
Date	Signature of Company Representative
ON T	THIS THEday of_, 2023, personally appeared
that tl	_, the above-named person, who after by me being duly sworn, did swear and confirm he above is true and correct.
NOT	ARY SEAL
Notar	ry Signature

6.0 Declaration and Signatures

The undersigned declares that he has	visited the site of the	e work and familiarized him	nself 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		(SEAL)	
By(Signature)			
(Printed or Typed)			

Title	-
Attest:	
(Signature)	
Complete Business Address of Bidder	
State of Incorporation	
Complete Address of Principal Office	

Name, Address of Principal Office			
Name, Address, Telephone Number of Person to Contact Regarding this Proposal. Include both mail and street address.			
	Telephone ()	
	Telephone (_

BID BOND

1.	KNO	OW ALL MEN that we,		
	Prin	cipal, and	, as Surety, are held and firmly ereinafter called the "City") in the penal sum of five (5%)	
		ent of the amount of the bid	referred to in paragraph 2 below, but not to exceed dollars (\$) as hereinafter set	
		n and for the payment of which	and assigns, jointly and severally, by these presents:	
2.		WHEREAS, the Principal has submitted a bid to the City for the construction of the Elect Distribution Facilities.		
3.		W, THEREFORE, the condition on the Principal, and	of this obligation is such that if the City shall accept the bio	
	(a)	terms of the bid and give such	h Contract Documents, if any, as may be required by the Contractor's Bond or Bonds for the performance of the ment of labor and material furnished for the Project as may	
	(b)	give such Contractor's Bond or to exceed the penal sum hereof amount for which the City may	e Principal to execute such Contract documents, if any, and Bonds, if the Principal shall pay the City the difference, not between the amount specified in the bid and such larger in good faith contract with another party to construct the shall be void, otherwise to remain in full force and effect.	
			(Seal)	
Prin	cipal			
Atte	est:			
By_				
 Title	e		Secretary	
Sure			(Seal)	
Sure	, cy			
Atte By _				
——Title	e		Secretary	

CONTRACT AGREEMENT

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 Is 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 scheduled 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.

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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

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That of the City of and the State of as Principle, and
, authorized under the laws of the State of Texas to act as surety on bonds fo 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 of addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyways 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
Ву	By
Title	Title
Address	Address
The name and address of the Resident Age	ent of Surety is:
	_
	_
	_

Corporation Seal if Corporation. Bonding Company Seal if Bonding Company.

LABOR AND MATERIAL PAYMENT BOND

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN F	BY THESE PRESENTS: T	Гhat	0
the City of	County of	and the State of	as Principle, and
	_, authorized under the lav	ws of the State of Texas to ac	as surety on bonds
for principals, are hel	d and firmly bound unto C	City of Sanger of Denton Cour	nty, Texas (Owner)
in the penal sum of	f	he said Principal and Surety b	dollars
(\$) t	for the payment whereof, the	he said Principal and Surety b	ind themselves, and
		ors, and assigns jointly and	
day of for completing the Re	, 2023, to: Fur elocation of Electric Distrib	ertain written contract with the rnish all labor, materials and e bution Facilities which contra the extent as if copied at length	equipment necessary ct is hereby referred
Principal shall pall a	all claimants supplying lab ork provided for in said con	THIS OBLIGATION IS SUpport and materials to him or support and the support of the	subcontractor in the
Government Code, V	7.T.C.S., and all liabilities	cuted pursuant to the provisio on this bond shall be determ extent as if it were copied at le	nined in accordance
addition to the term specifications, or draw bond, and it does here	ns of the contract, or to wings accompanying the se by waive notice of any suc ms of the contract, or to the	es that no change, extension of the work performed thereus ame, shall in anywise affect in the change, extension, extension we work to be performed there	nder, or the plans ts obligation on this on of time, alteration
	REOF, the said Principal a, 2023.	nd Surety have signed and se	aled this instrumen

Principal	Surety
Ву	By
Title	Title
Address	Address
The name and address of the Resident Agent	t of Surety is:

Corporation Seal if Corporation. Bonding Company Seal if Bonding Company.

GENERAL CONDITIONS

I. THE CONTRACT DOCUMENT

A. 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 evidence 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.
 - 1. 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 to 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. <u>Protection to Persons and Property</u>

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 statues, 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 <u>before</u> 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.

- 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 <u>may</u> 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. <u>Statutory Workman's Compensation and Employer's Liability Insurance</u> 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. <u>Commercial General Liability Insurance</u> 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. <u>Automobile Public Liability Insurance</u> 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. <u>Energizing the Project</u>

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.

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. <u>Assignment of Guarantees</u>

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. <u>SITE CONDITIONS</u>

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. <u>Legal Restrictions</u>, 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. <u>Prompt Written Notice of Claim Required</u>

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. <u>Duty to Examine and Compare Contract Documents</u>

- 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 threes, 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. <u>Emergencies</u>

- 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. <u>Labor</u>, 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 partially 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. <u>Interpretations by Owner's Representative</u>

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. <u>Limitations on Owner's Representative's Responsibilities</u>

- 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 of 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 of 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 changed 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. <u>Changes to the Contract Time</u>

- 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 of 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. <u>Correction or Repair of Defective Work</u>

- 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 al liens, claims, security interests and encumbrances (referred to in these General Conditions as liens).

D. <u>Payments Withheld</u>

- 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.

LABOR-RELATED REGULATIONS

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply, and cause each subcontractor, if any, to comply with the <u>latest</u> 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

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. <u>Description of Work</u>

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. <u>Contractor's Responsibility</u>

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 <u>General Requirements</u>

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 <u>Administrative Matters</u>

A. <u>Initial Coordination Submittals</u>

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. <u>Work Progress Schedule:</u>

- 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. <u>Signs</u>

- 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 <u>Stipulations Regarding Property of Owner and Others</u>

A. <u>Salvage of Equipment and Materials</u>

- 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 an 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.

- 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 <u>Drawings</u>

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

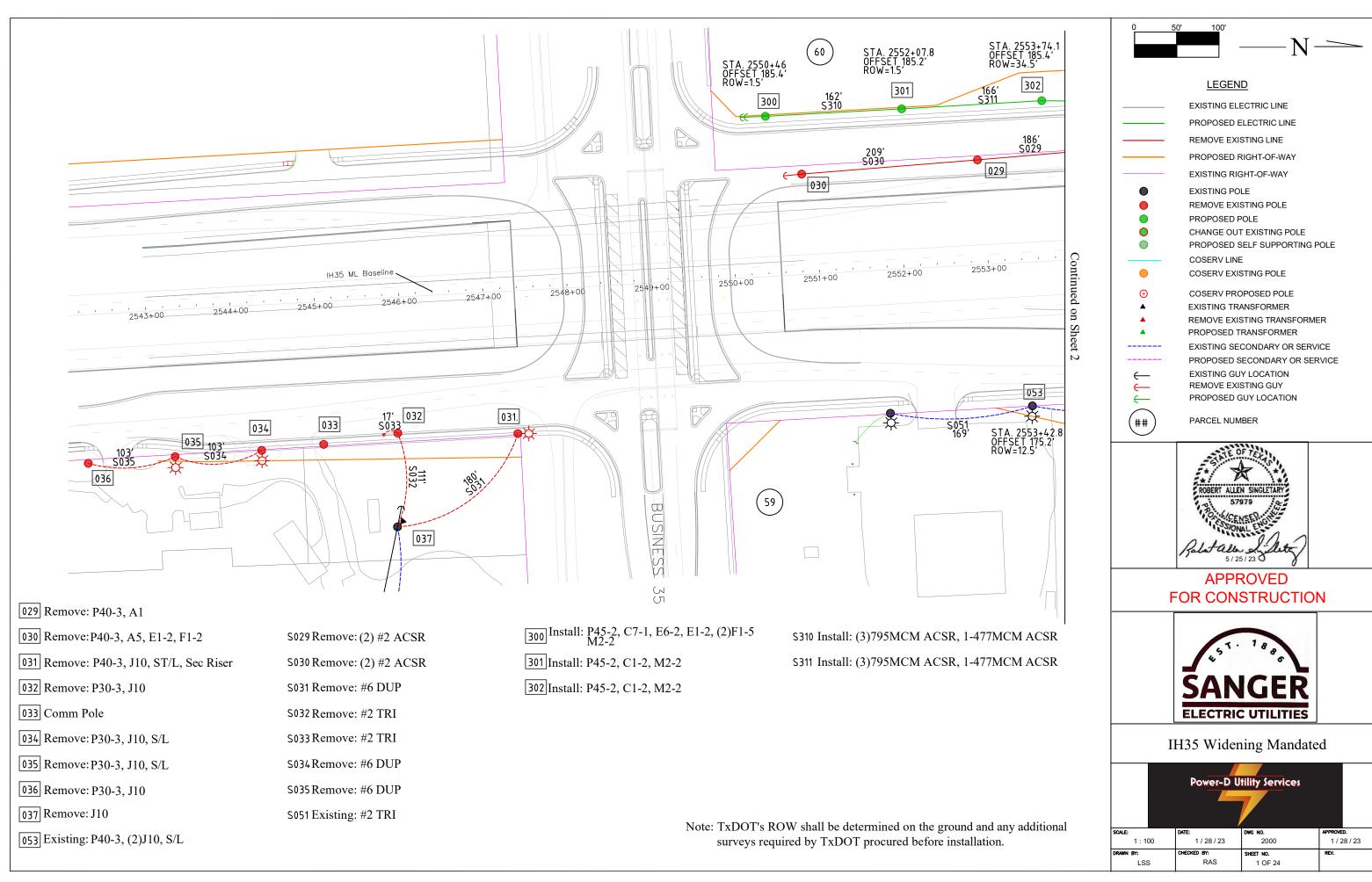
LIST OF DRAWINGS

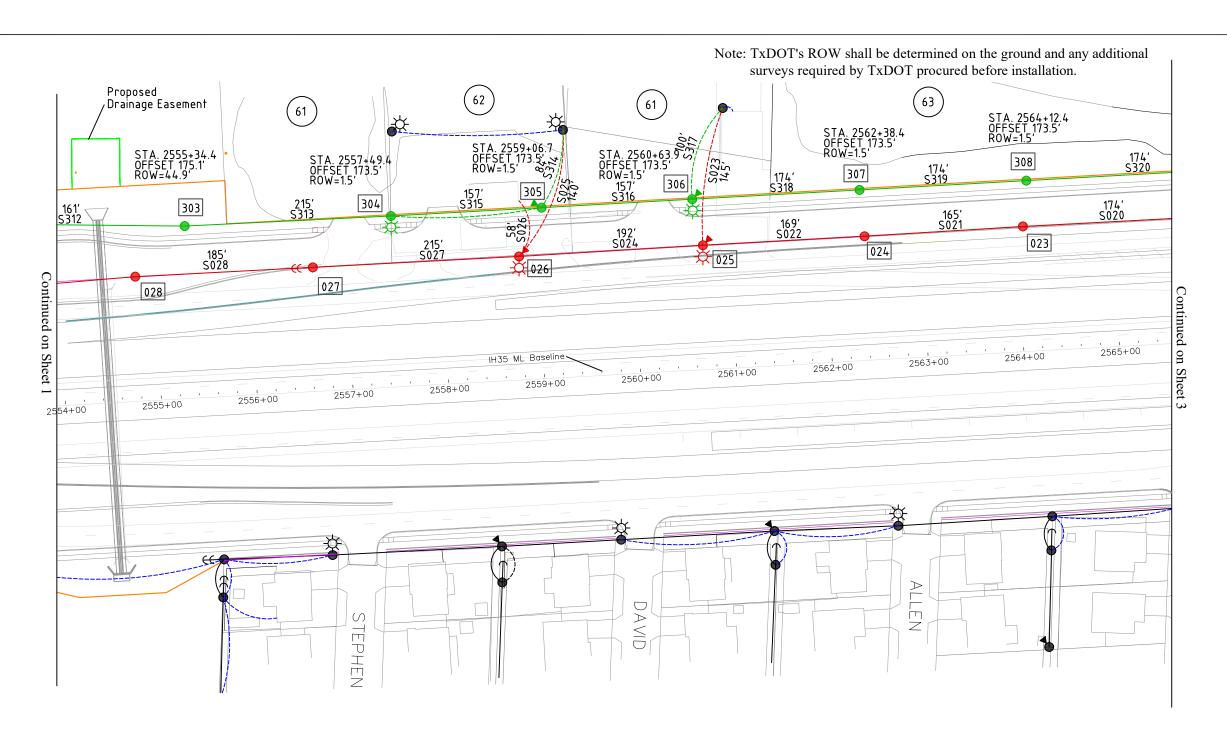
IH35 Mandated Sheets 1-24

Self-Supporting Poles Loading Sheets 1-25

Self-Supporting Poles Drilling Sheets 1-25

Construction Standards Drawings Sheets 1-75





028 Remove: P40-3, A1

027 Remove: SP40-3, A5, C7-1, E6-2, E1-2 (2)F1-2, M5-10

Q26 Remove: SP40-3, C1-2, (2)J10, ST/L G9, T25

025 Remove: SP40-3, C1-2, G9, T25, J10, ST/L

024 Remove: SP40-3, C1-2 023 Remove: SP40-3, C1-2 \$028 Remove: (2) #2 ACSR

S027 Remove: (4) 477MCM ACSR

S026 Remove: #2 TRI

S025 Remove: 1/0 TRI

S024 Remove: (4) 477MCM ACSR

S023Remove: 1/0 TRI

S022 Remove: (4) 477MCM ACSR

S021 Remove: (4) 477MCM ACSR

S020 Remove: (4) 477MCM ACSR

303 Install: P45-2, C1-2, M2-2

304 Install: P45-2, C1-2, K14, S/L, M2-2

vs ms. 1 10 2, 01 2, 05, 120, 111 1, 1112

306 Install: P45-2, C1-2, G9, T25, K14, M2-1

307 Install: P45-2, C1-2, M2-2

308 Install: P45-2, C1-2, M2-2

S312 Install: (3)795MCM ACSR, 1-477MCM ACSR

S313 Install: (3)795MCM ACSR, 1-477MCM ACSR

305 Install: P45-2, C1-2, G9, T25, K14, M2-1, M2-2 S314 Install: 1/0 TRI

S315 Install: (3)795MCM ACSR, 1-477MCM ACSR

S316 Install: (3)795MCM ACSR, 1-477MCM ACSR

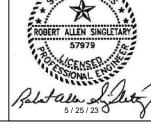
\$317 Install: 1/0 TRI

S318 Install: (3)795MCM ACSR, 1-477MCM ACSR

S319 Install: (3)795MCM ACSR, 1-477MCM ACSR

S320 Install: (3)795MCM ACSR, 1-477MCM ACSR



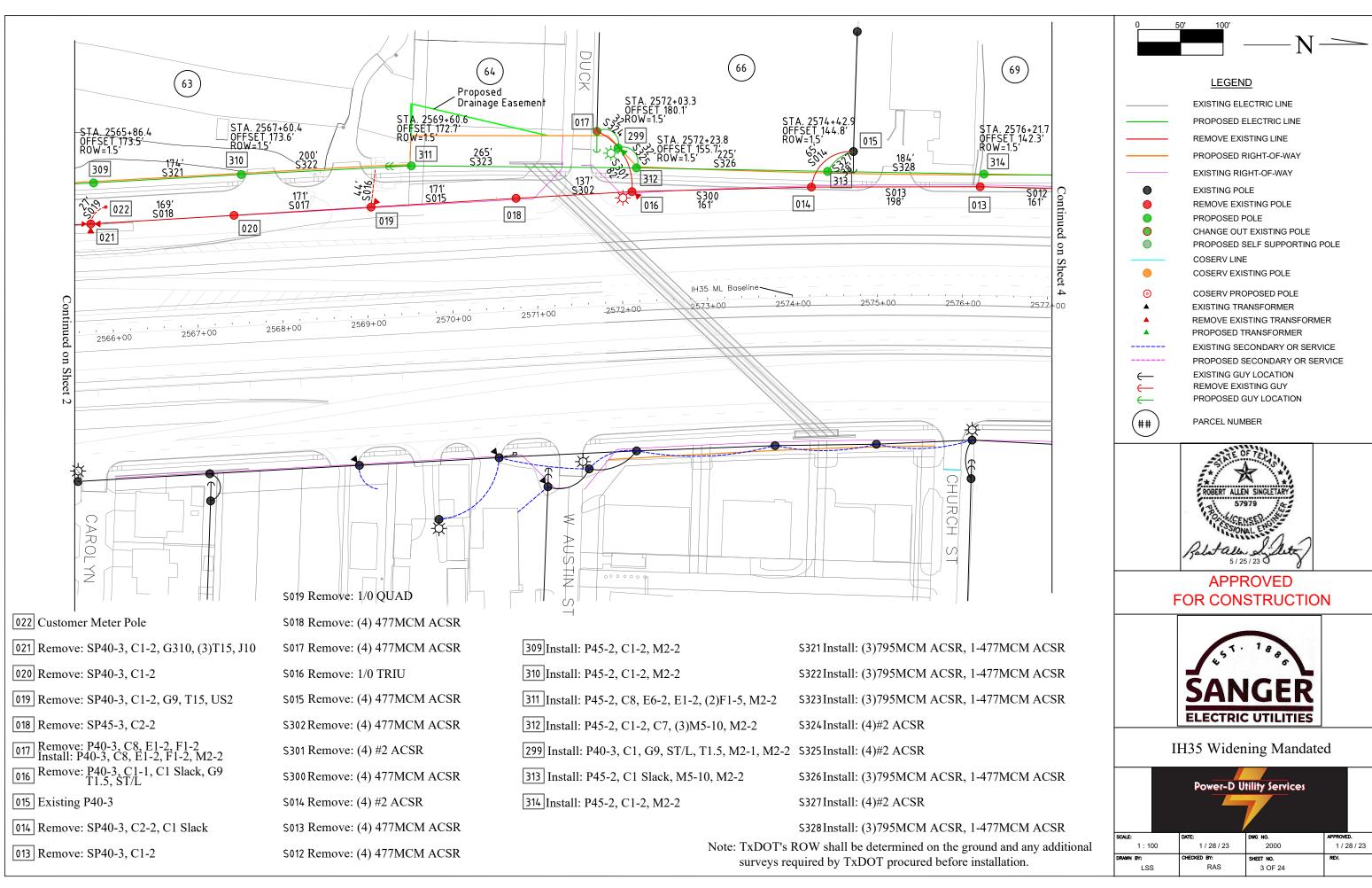


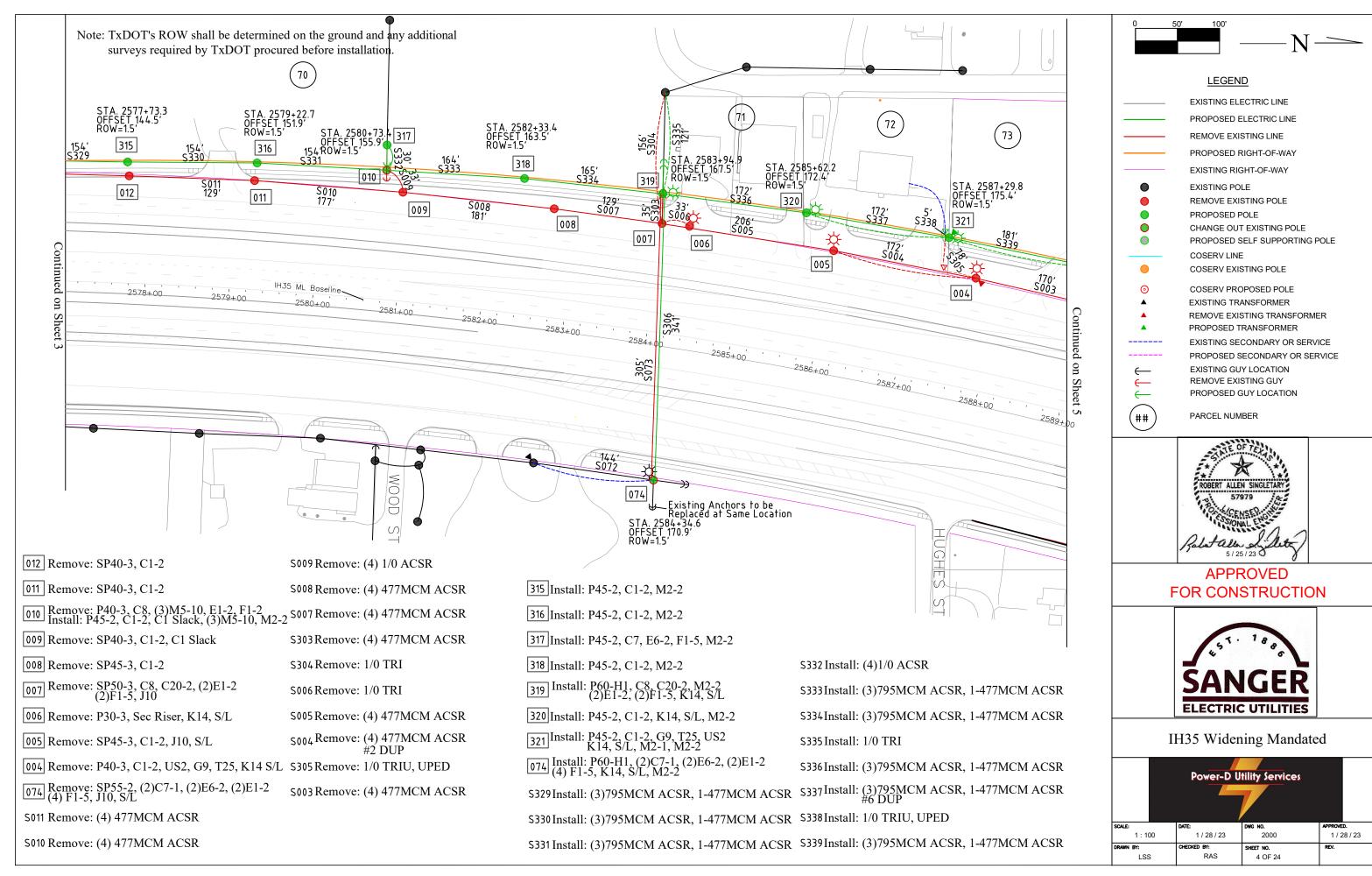
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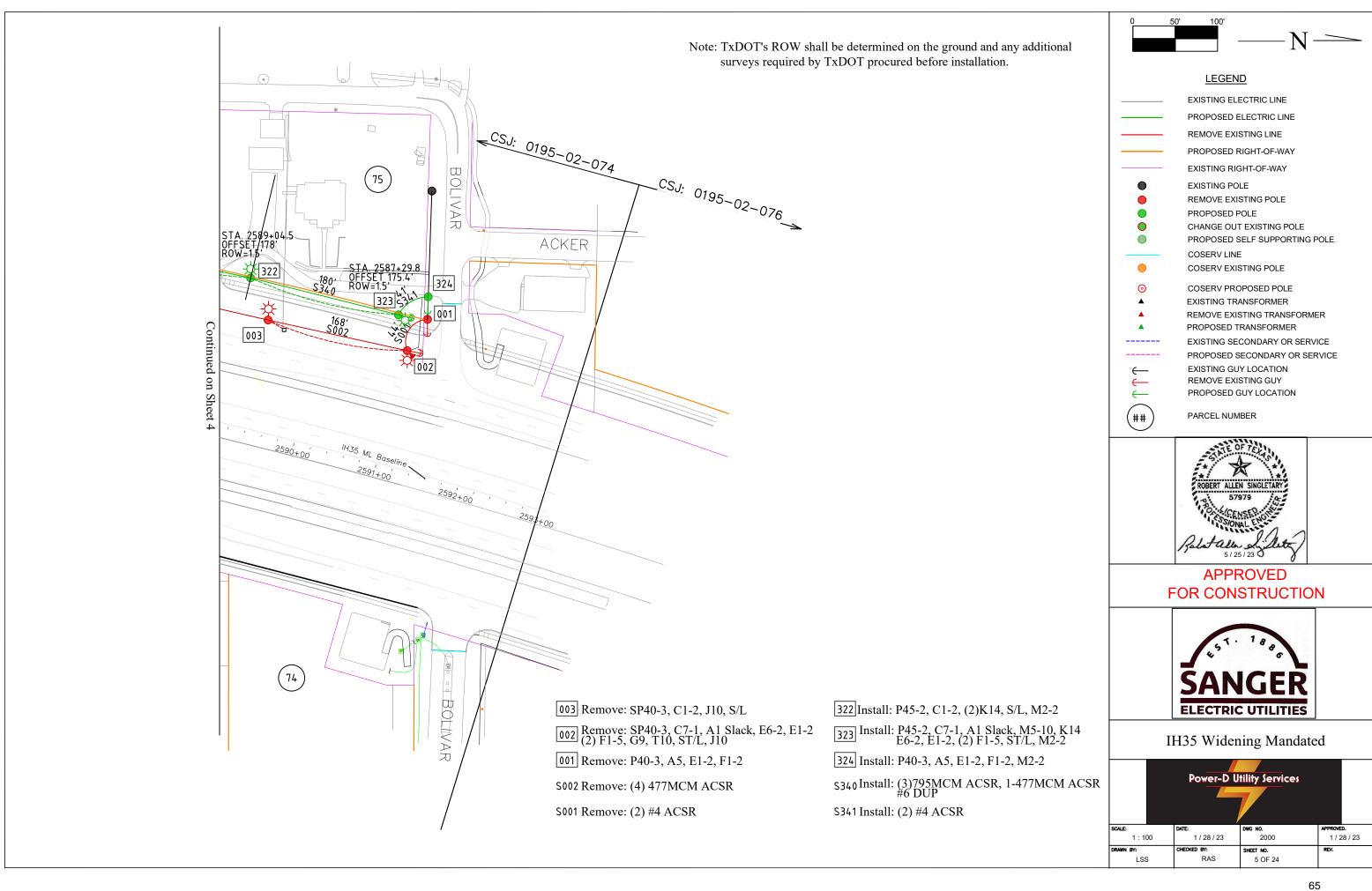


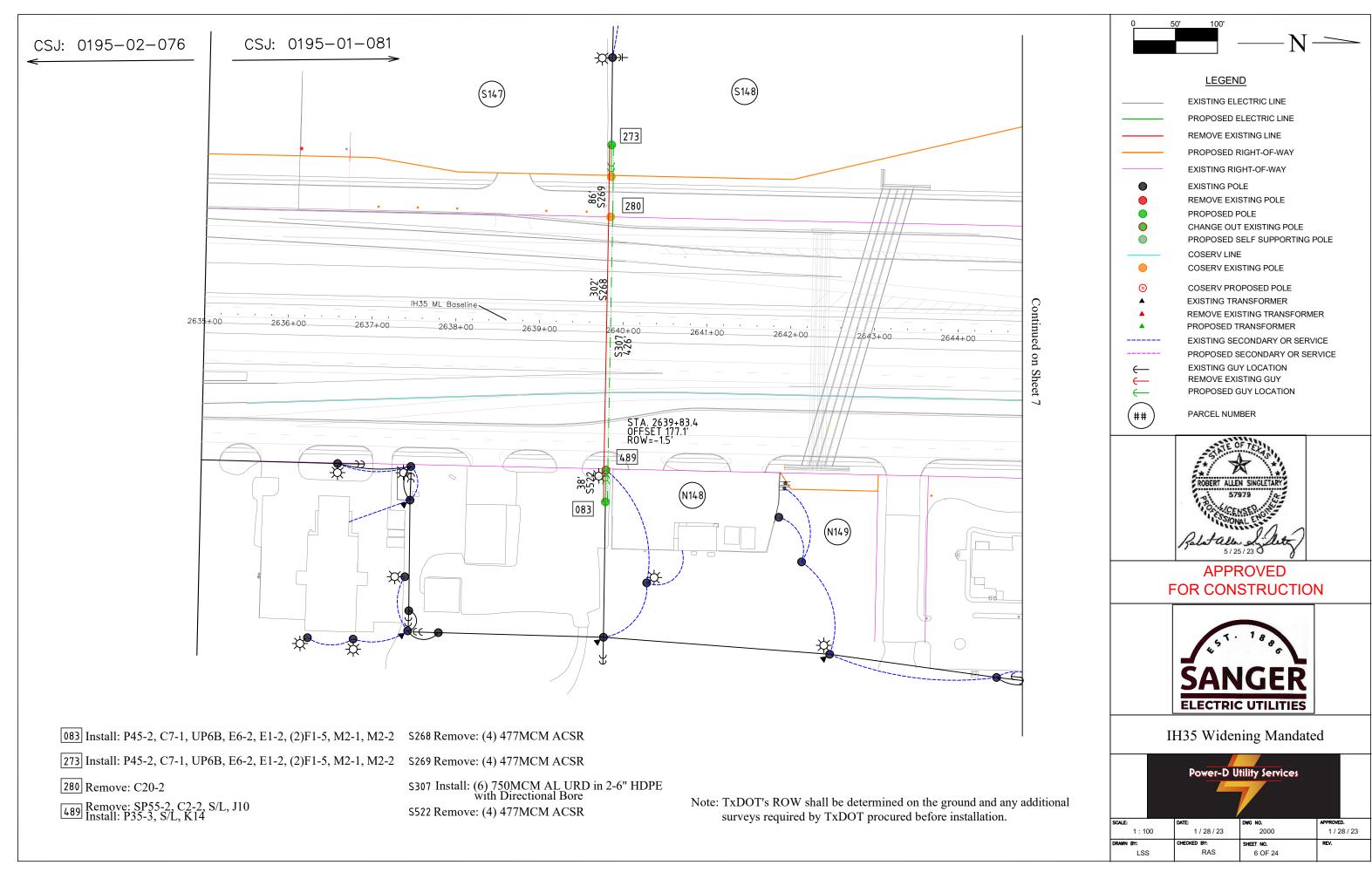
IH35 Widening Mandated

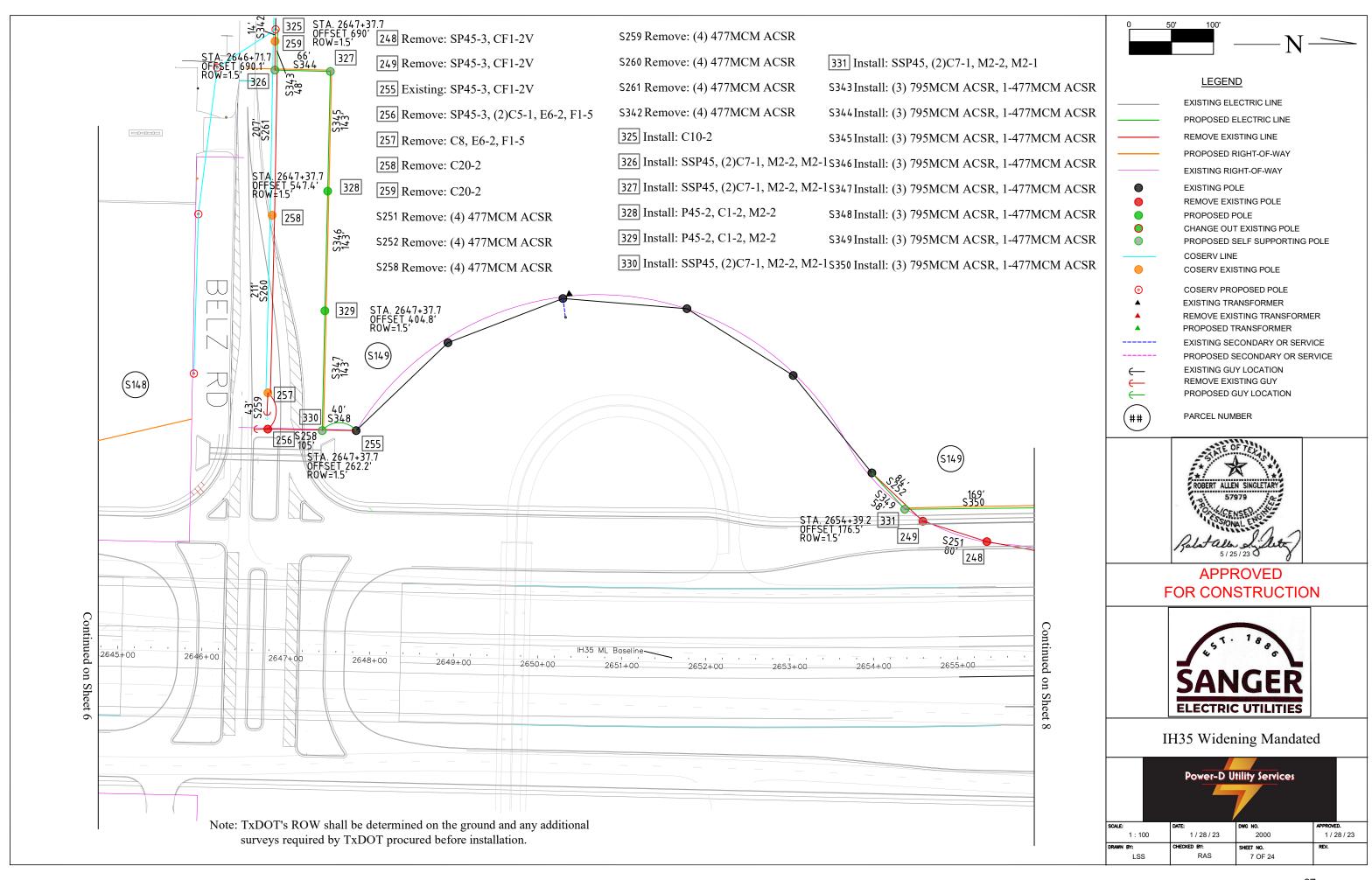


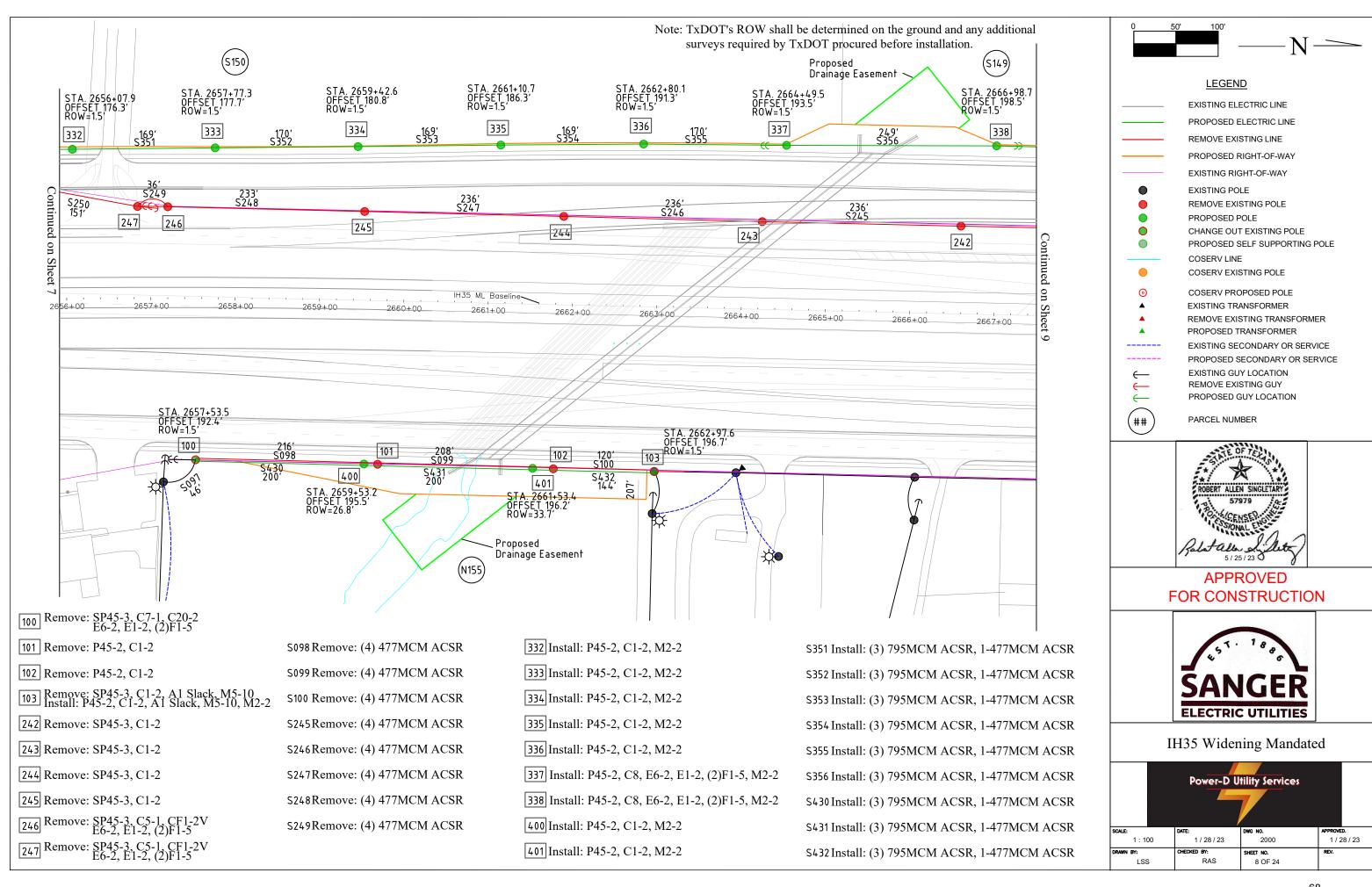


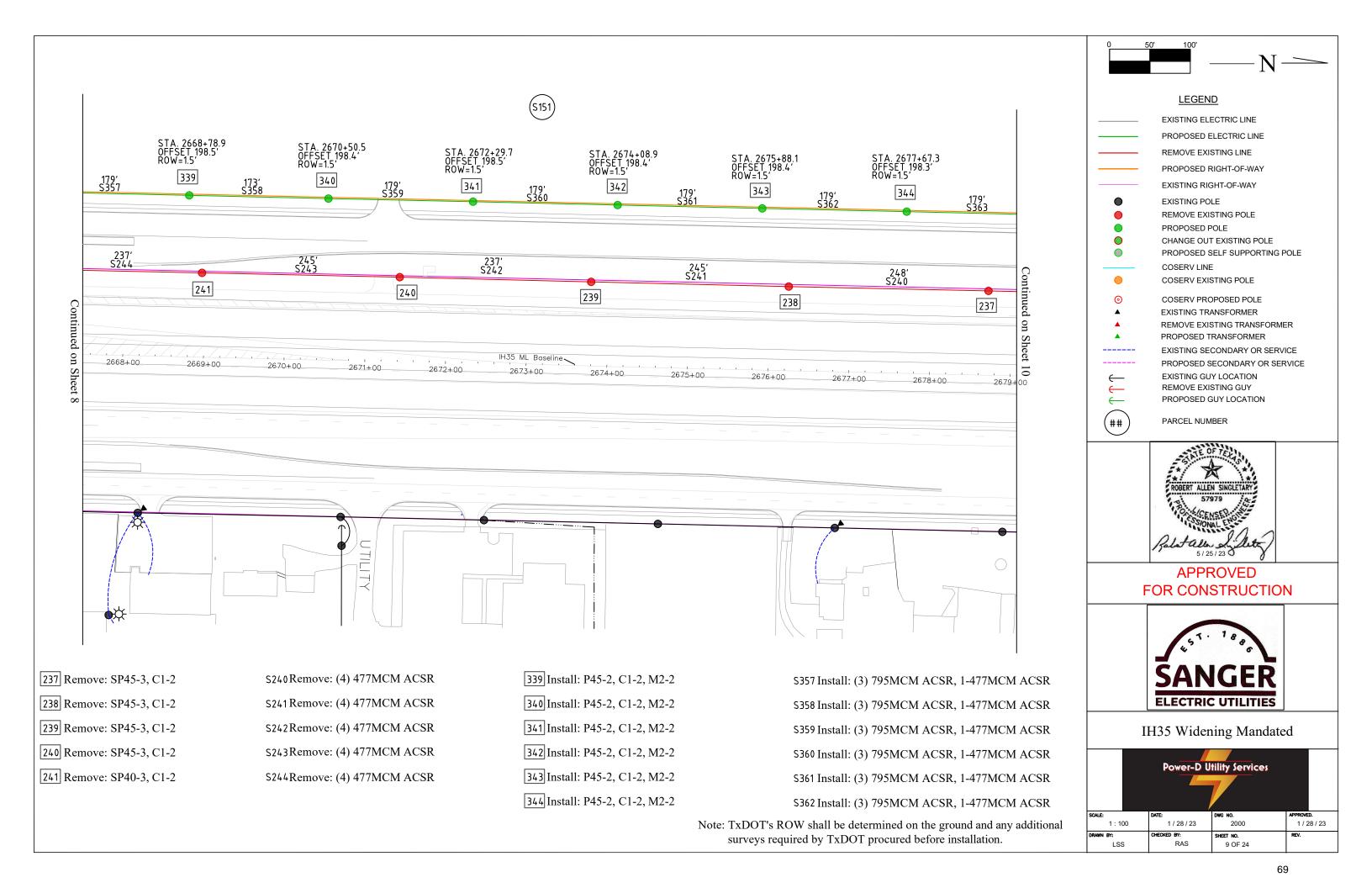


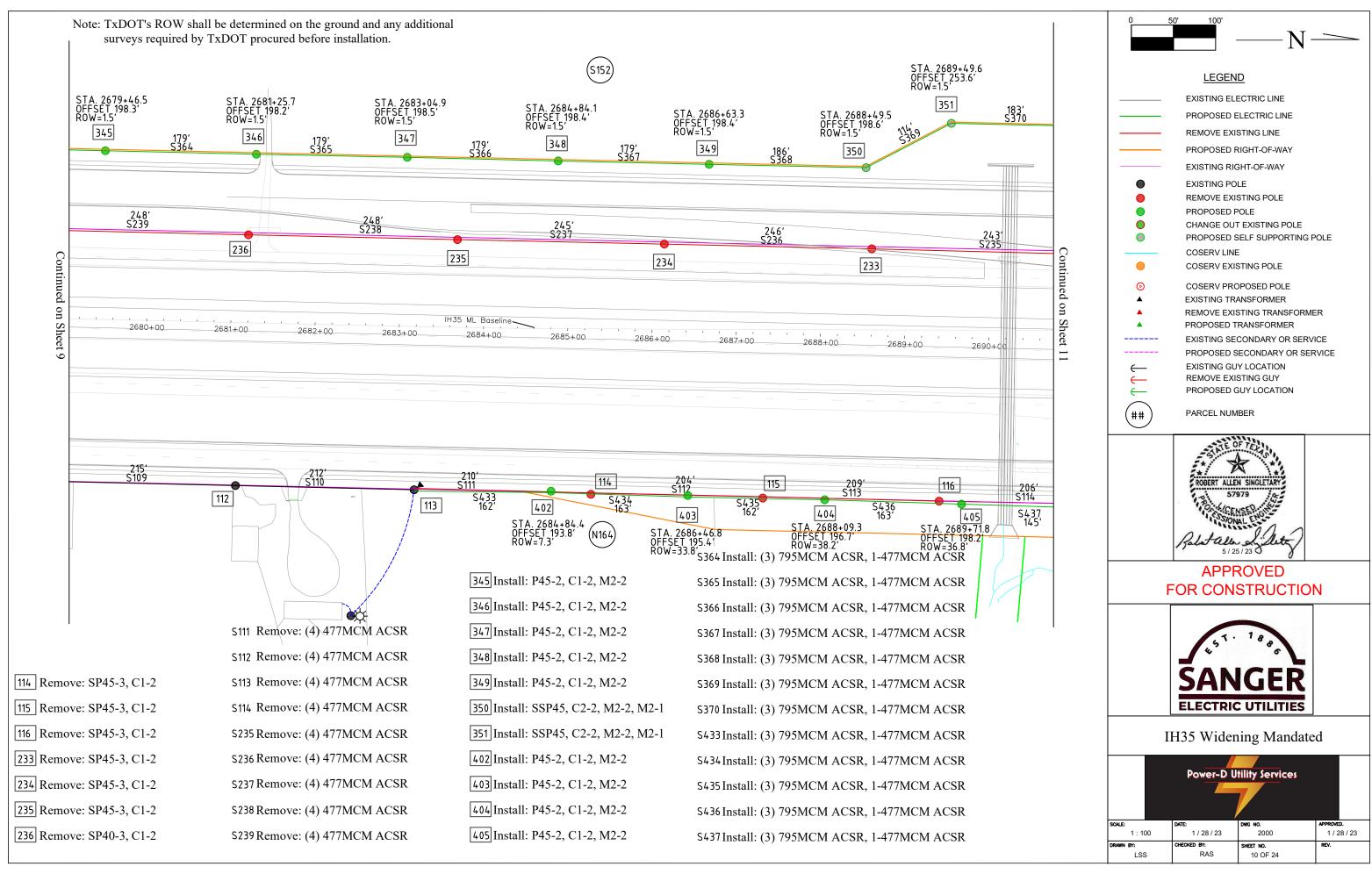


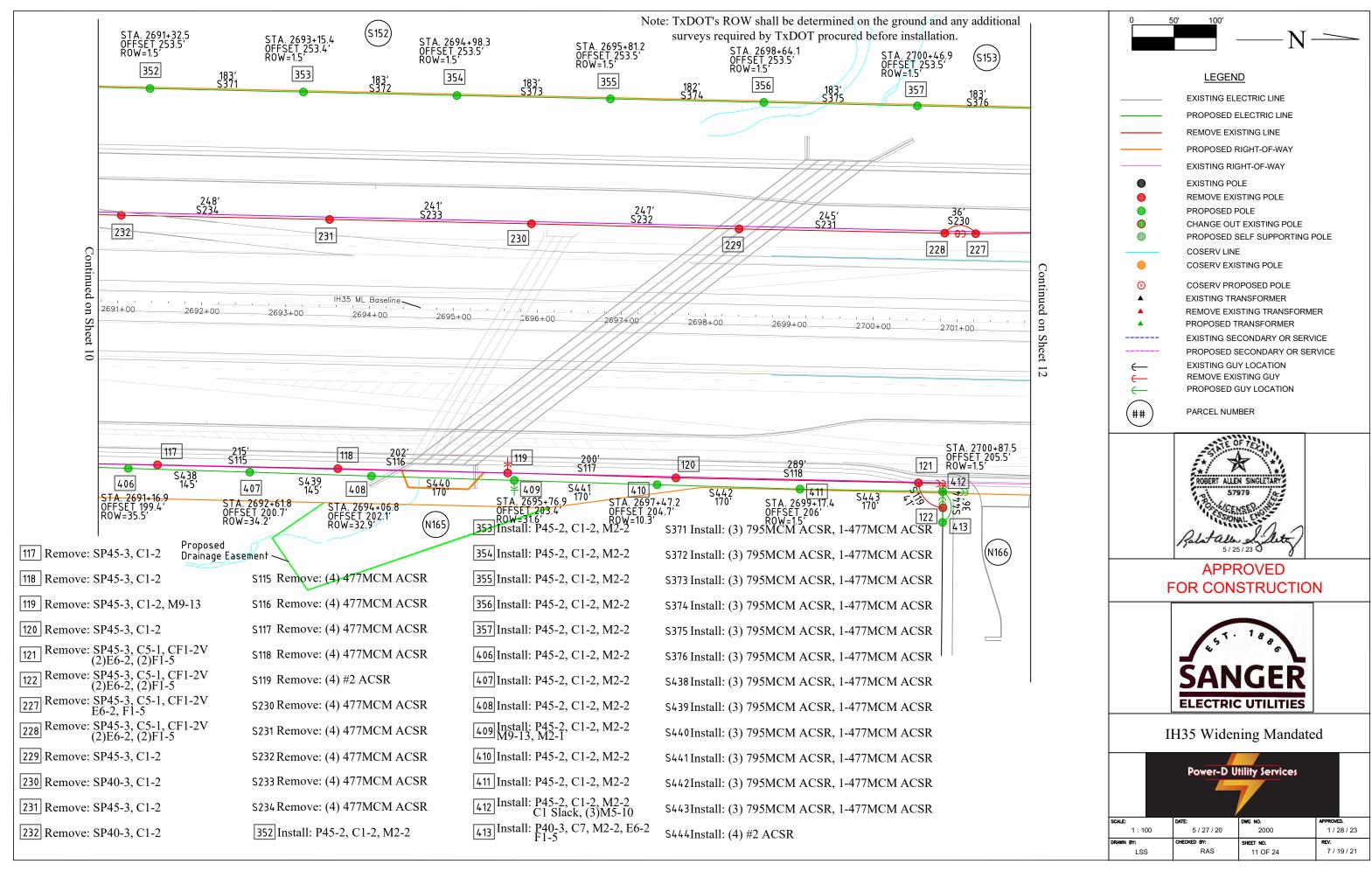


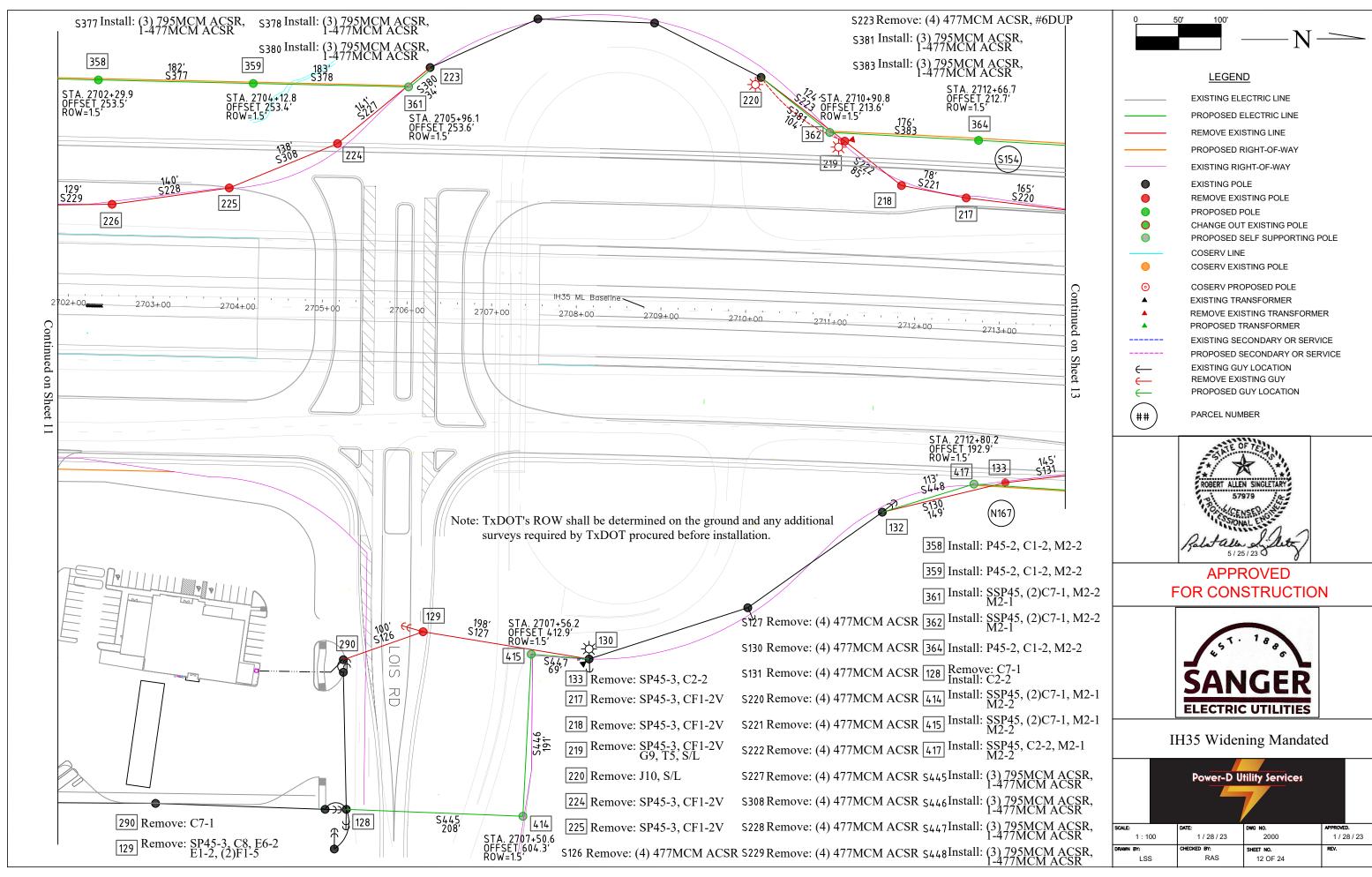


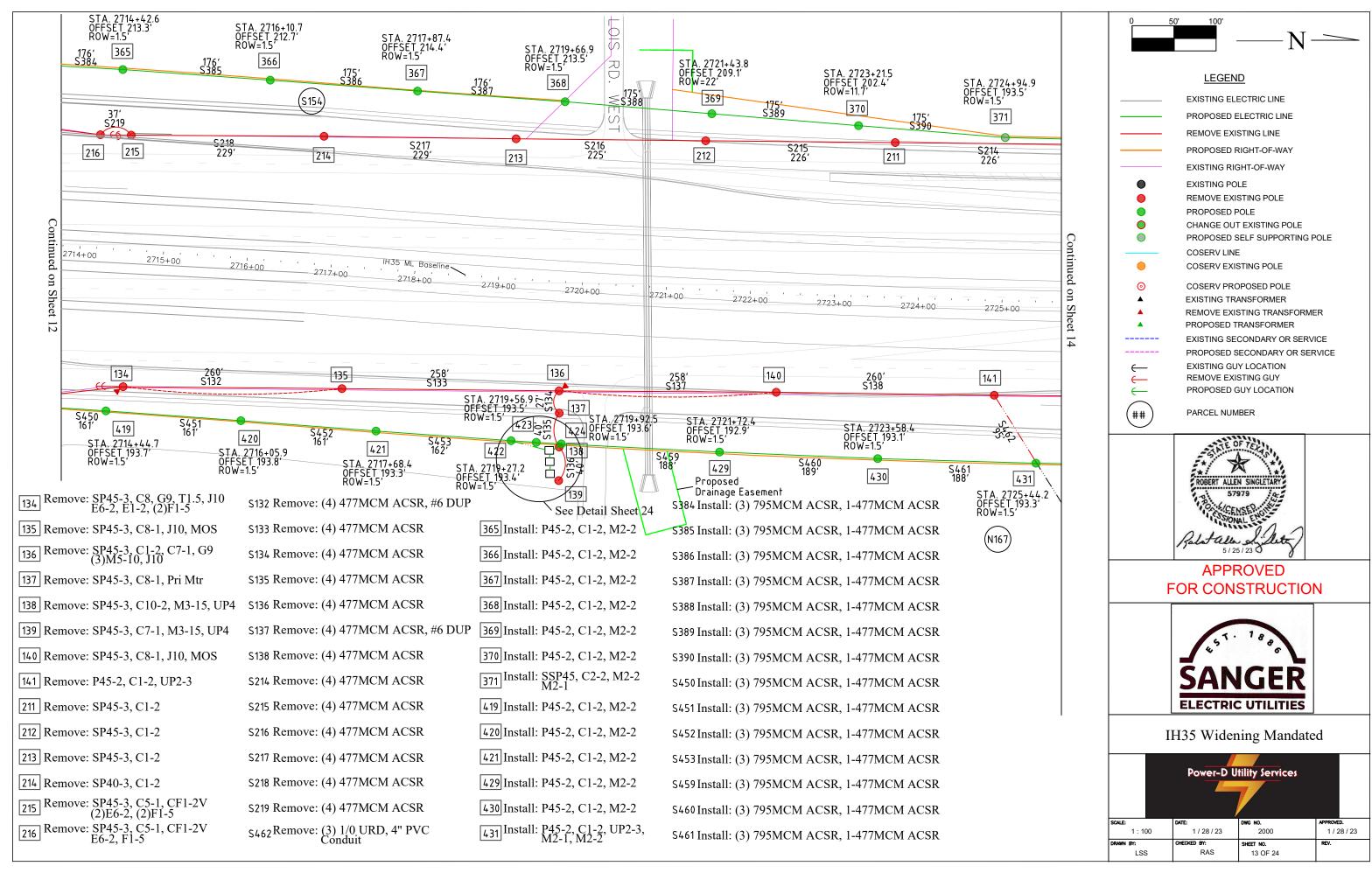


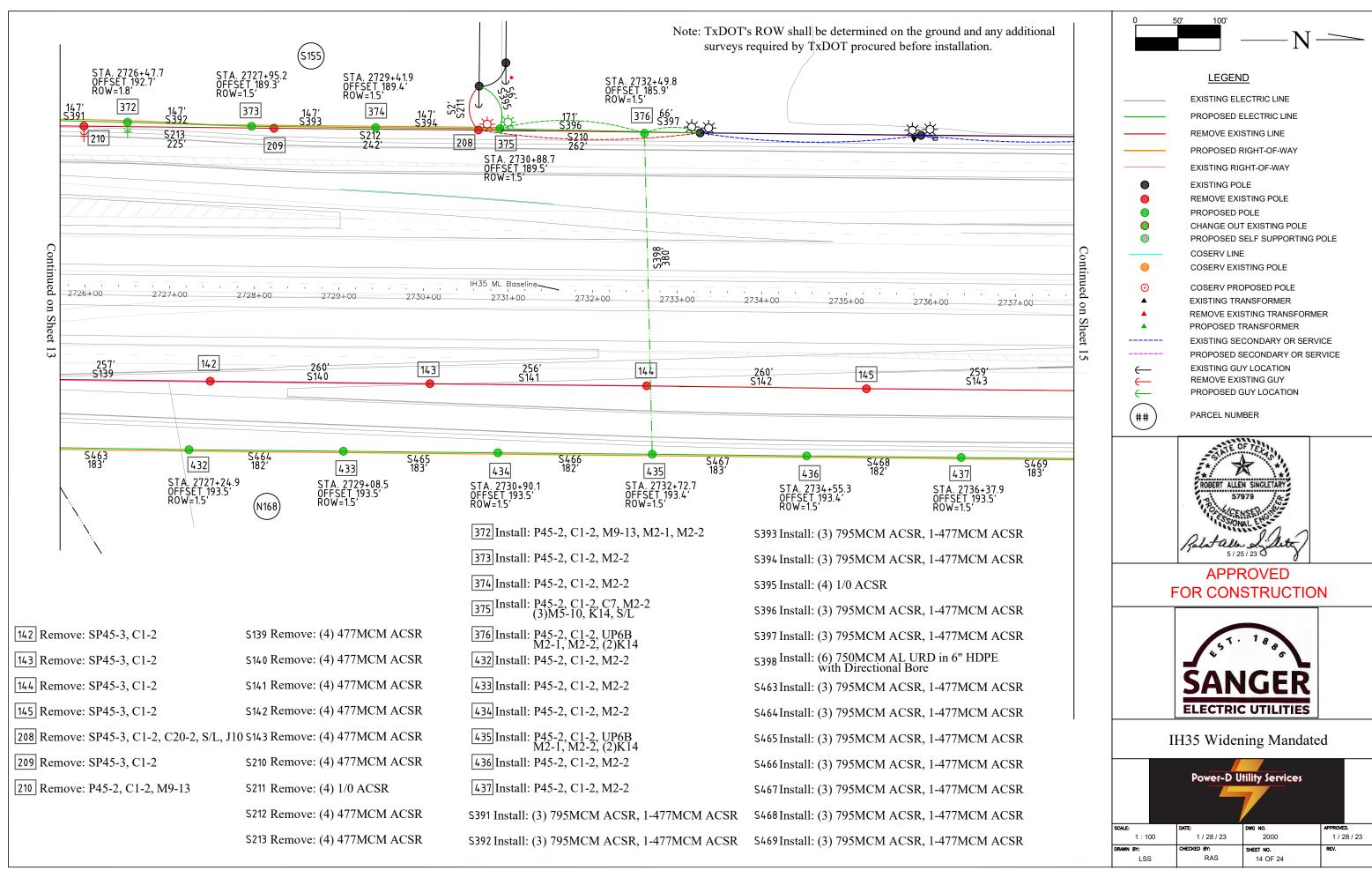


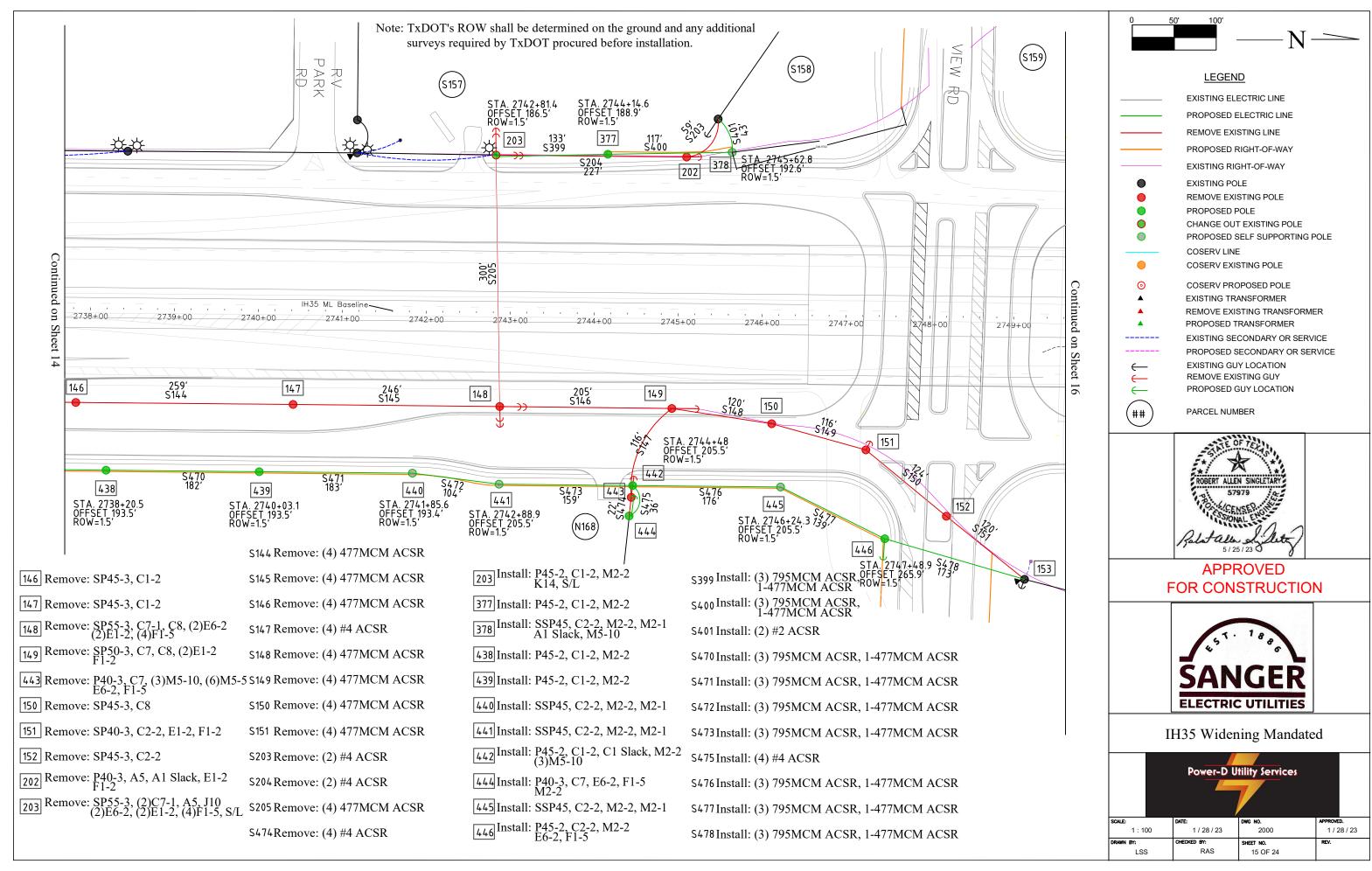


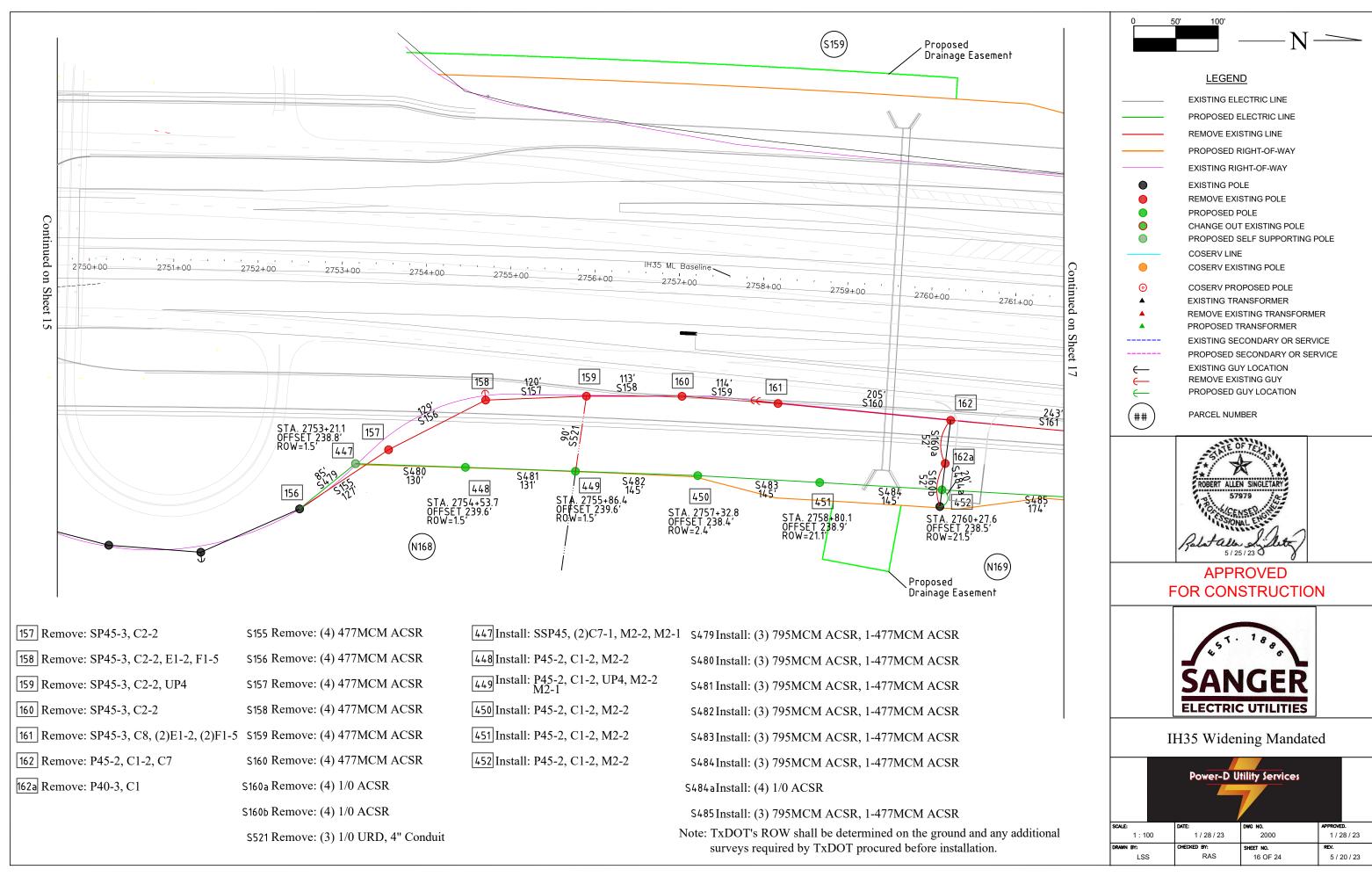


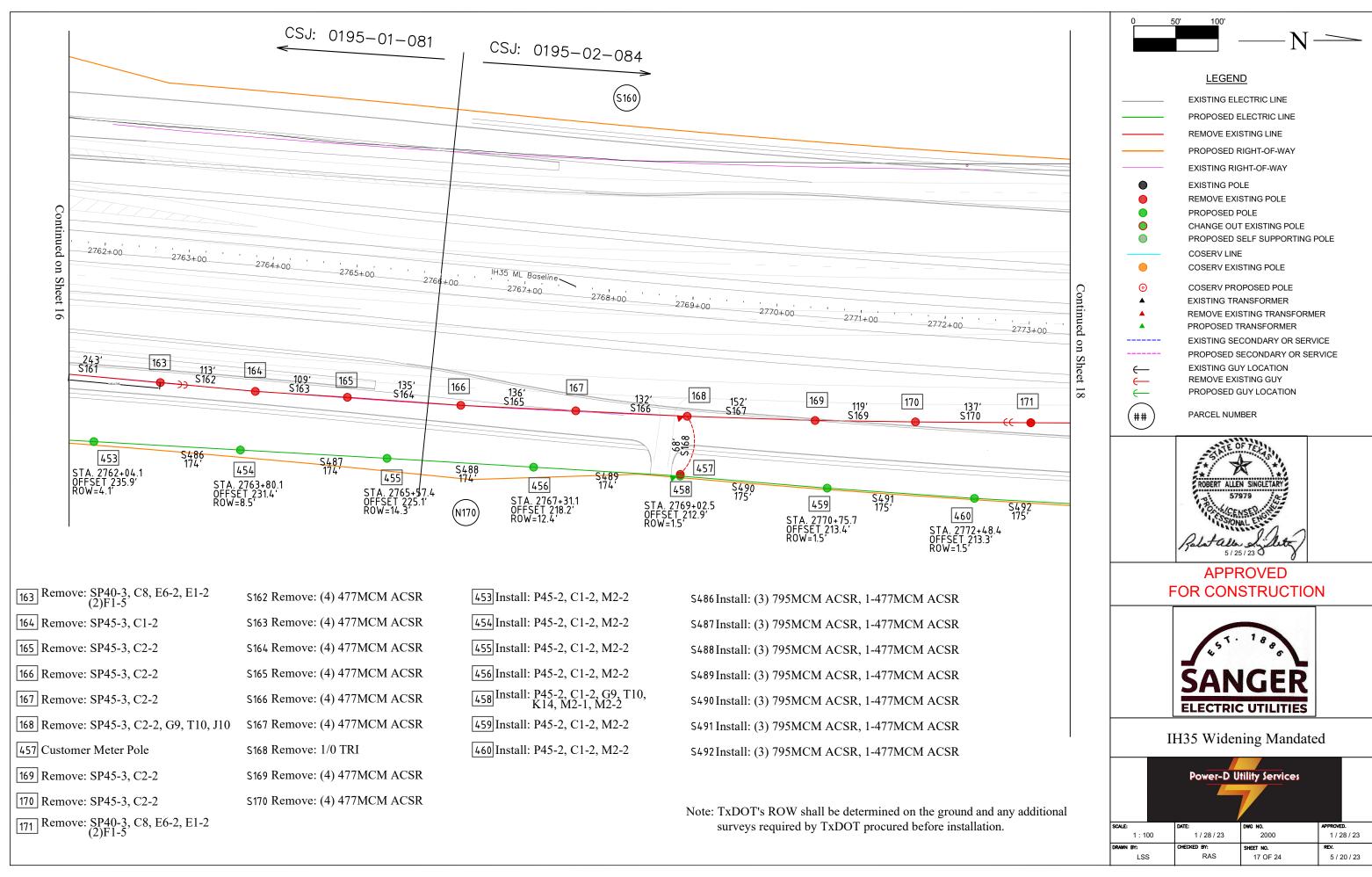


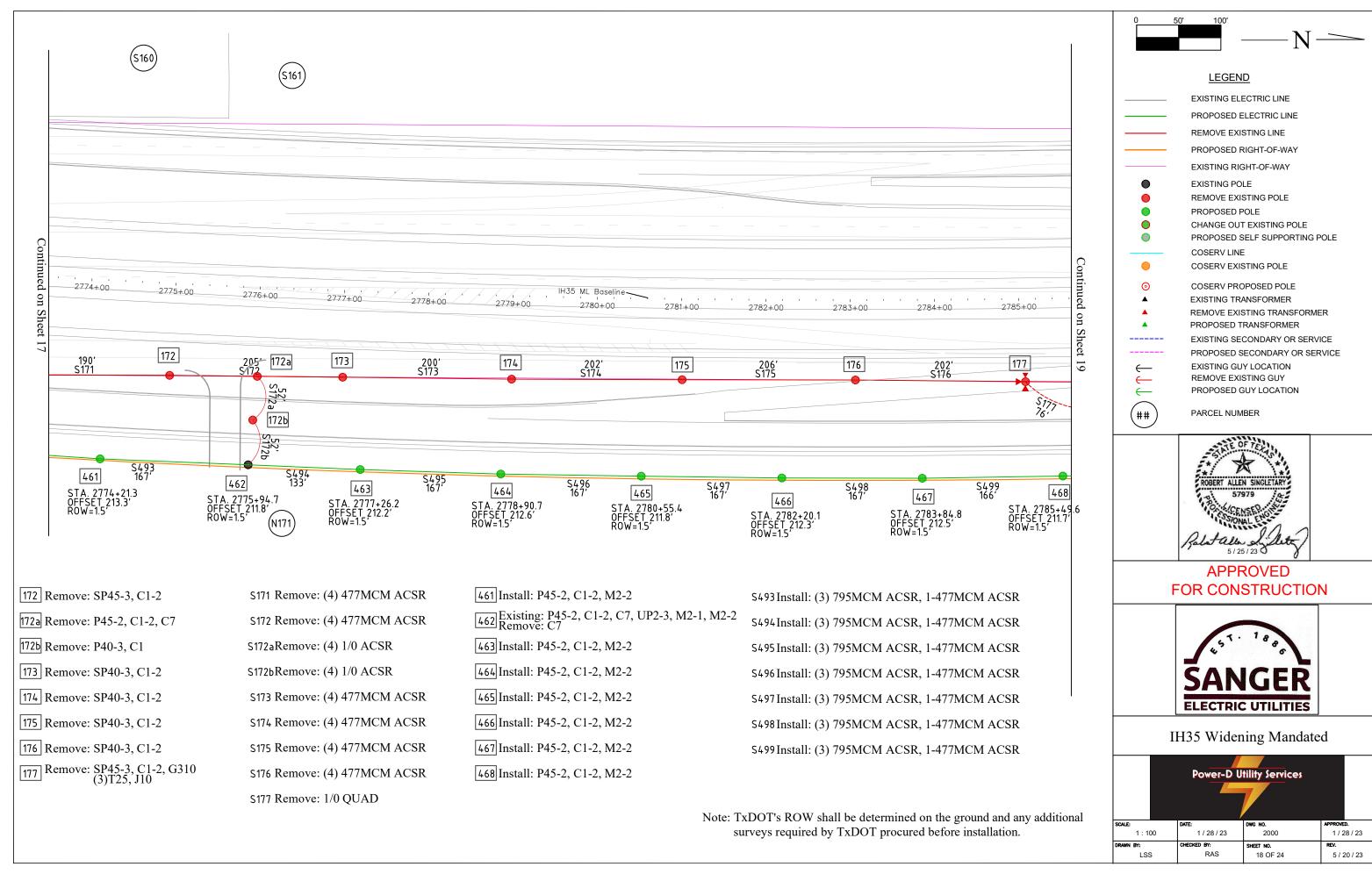


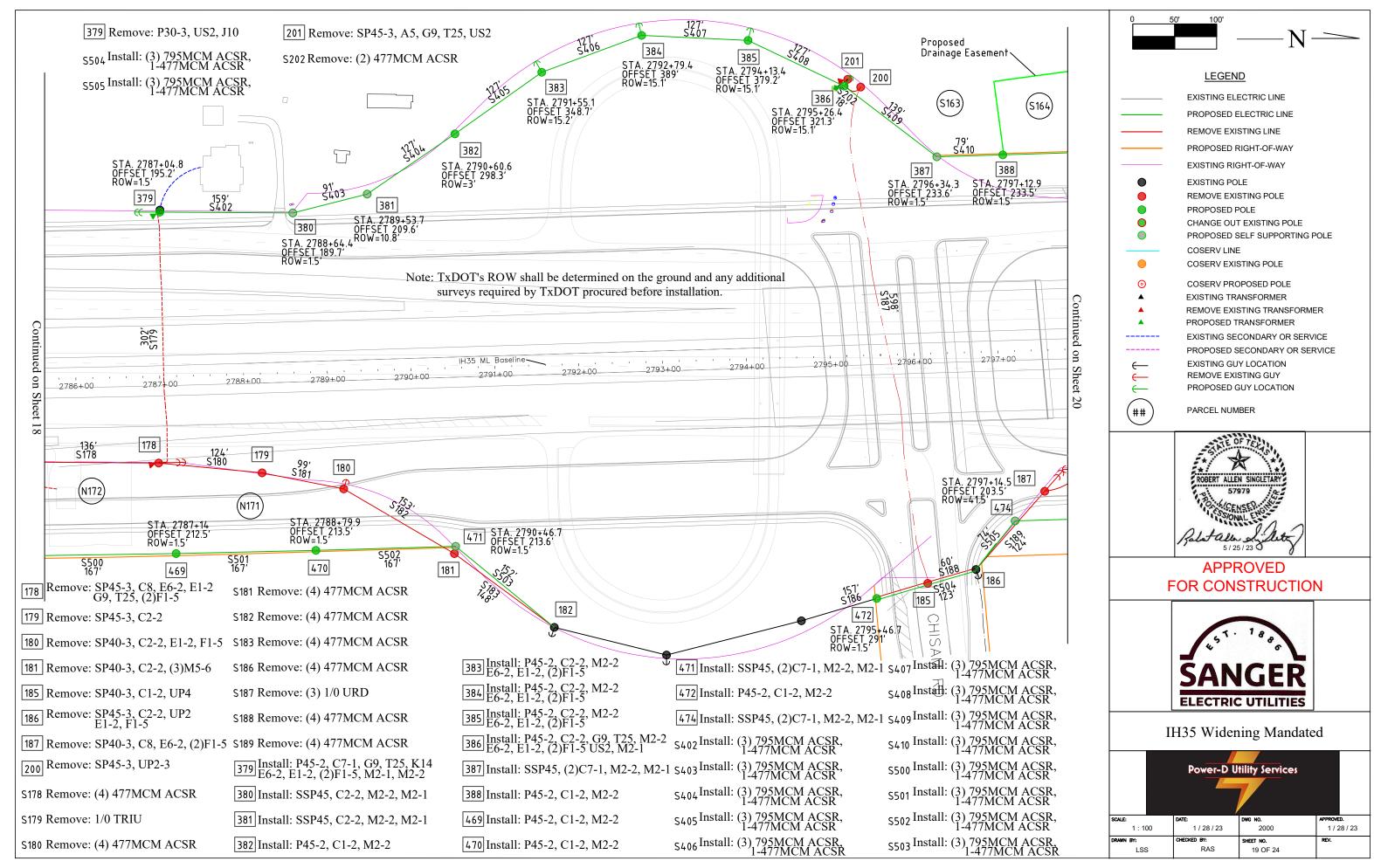


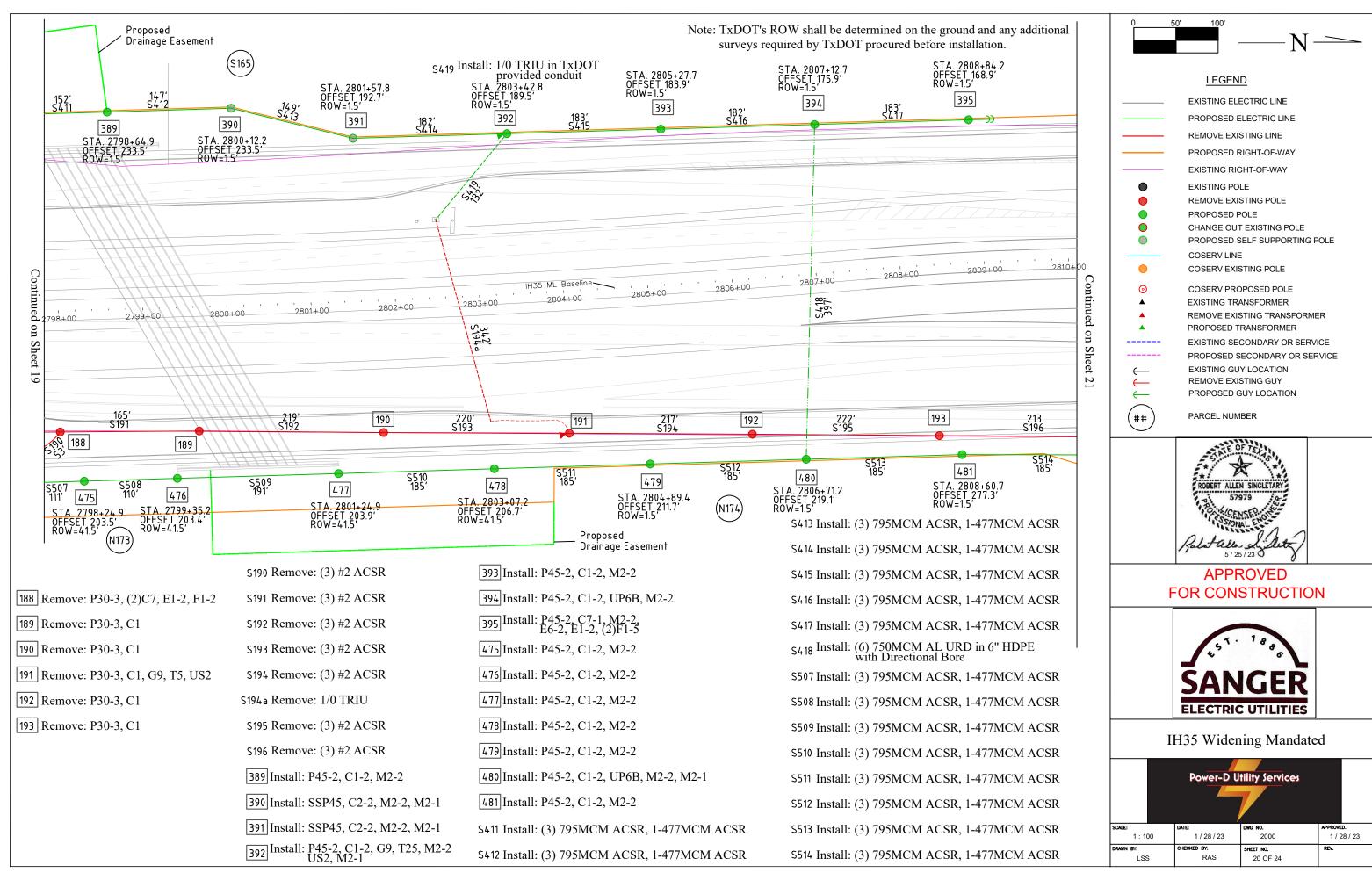


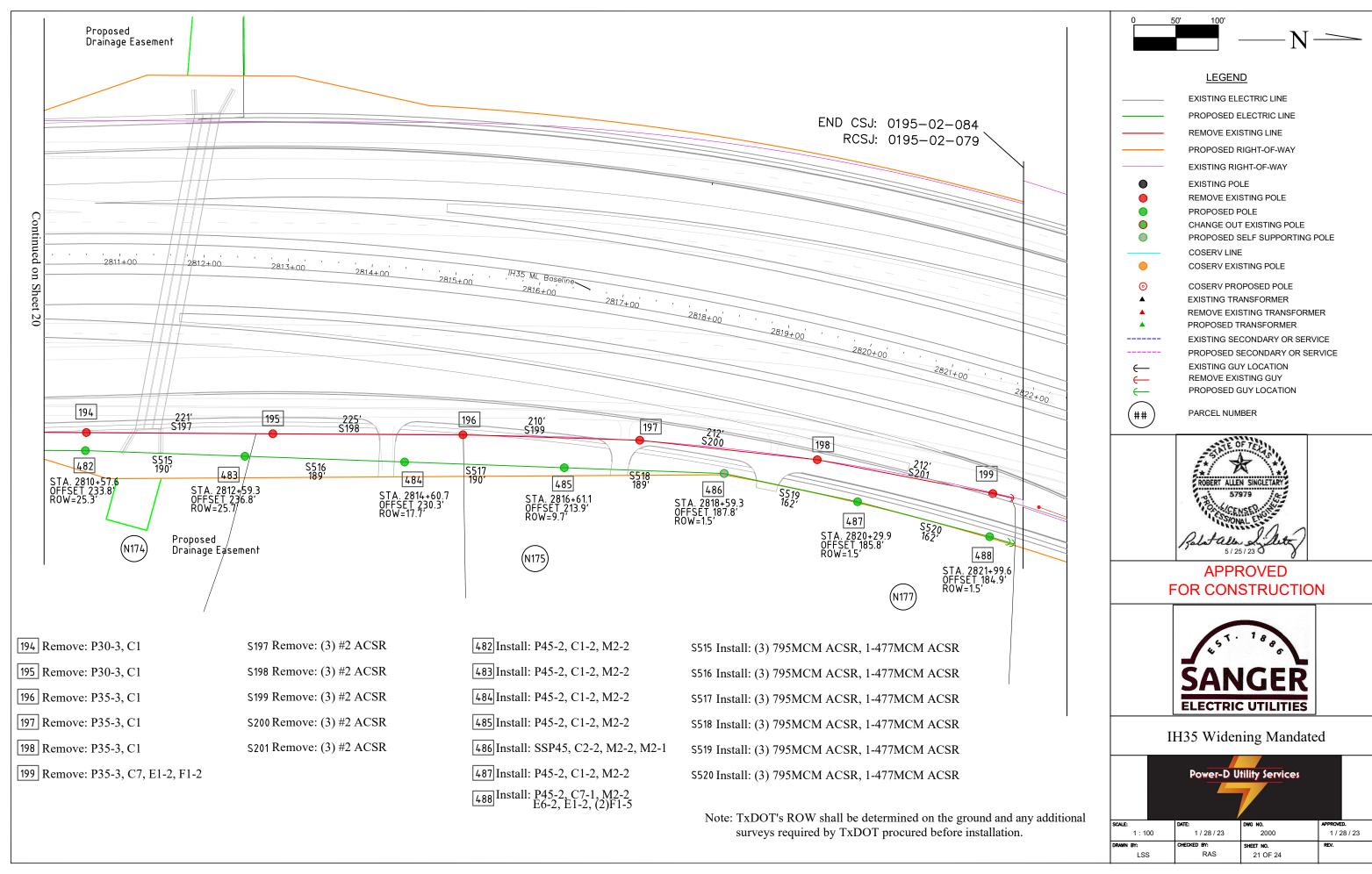


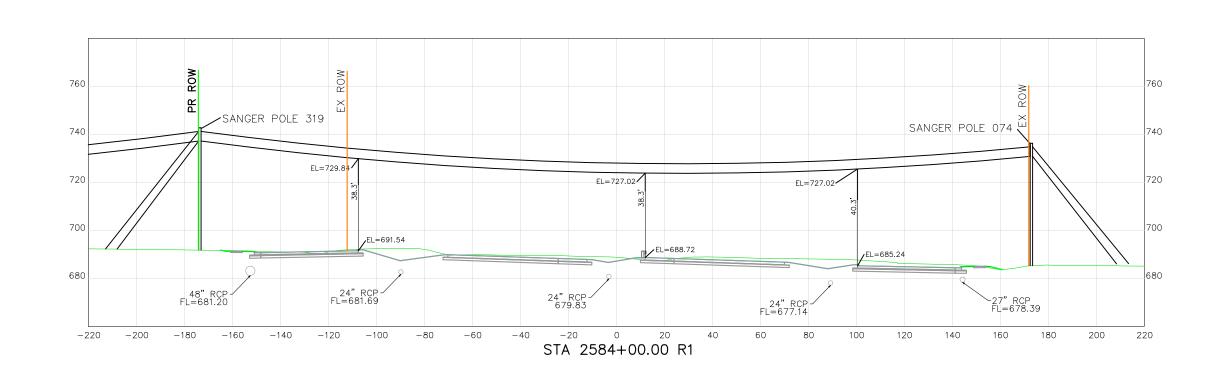


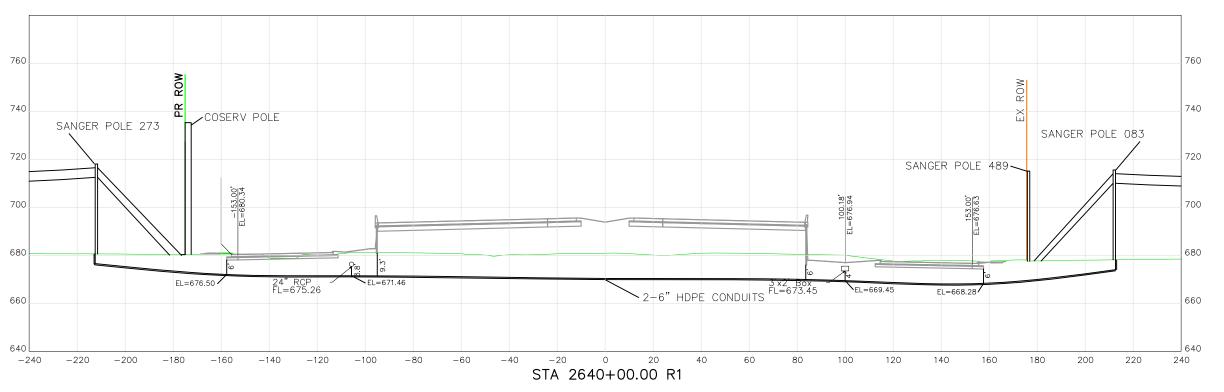




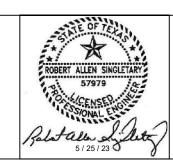








Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

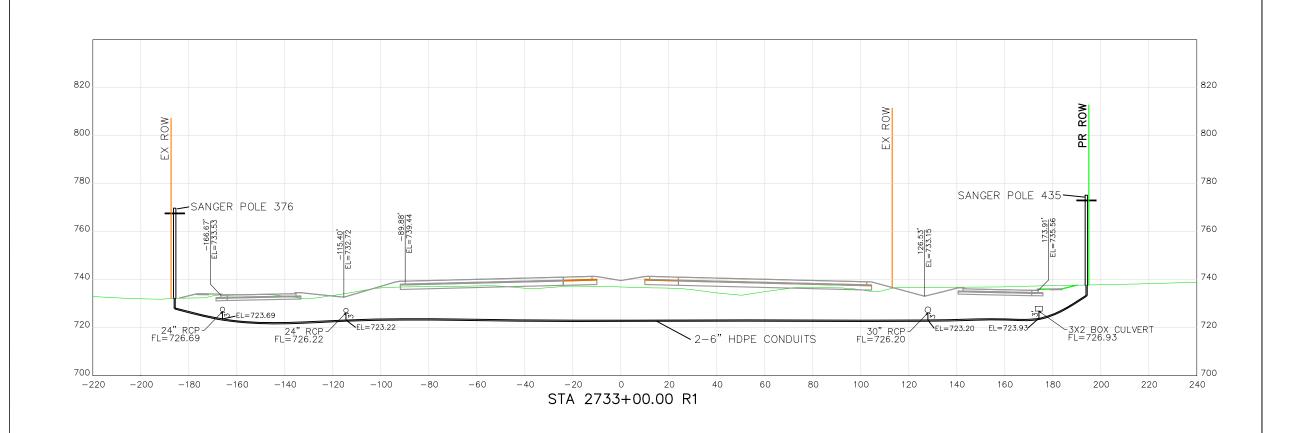


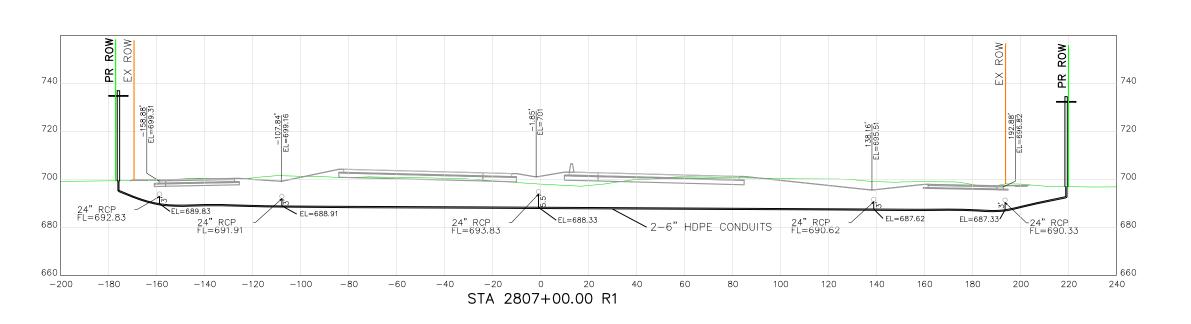
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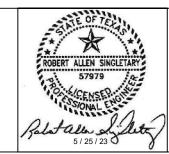
IH35 Widening Mandated







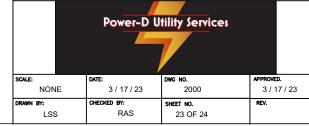
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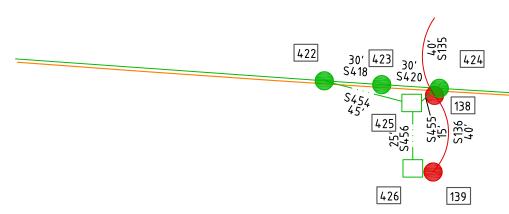


IH35 Widening Mandated



138 Move Customer Primary Cable to Meter Cabinet 426

Move Customer Primary Cable to Meter Cabinet 426



422 Install: P45-2, C1-2, UP2-3, M2-1, M2-2

423 Install: P45-2, C8-1, M3-15, M2-1, M2-2

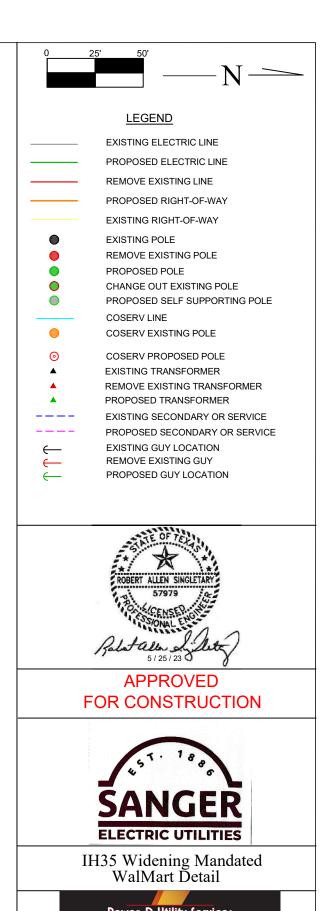
424 Install: P45-2, C1-2, UP2-3, M2-1, M2-2

Install: PME-6 Auto Transfer Switch Cabinet, 95kV BIL, Deadfront, 200 Amp Loadbreak Bushing Inserts Source Side and Load Side, M2-1, Anode

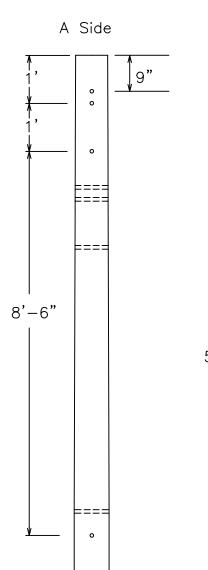
Install: Padmount Primary Meter Enclosure, 95kV BIL, 200 Amp Loadbreak Bushing Inserts Source and Load Sides, 2-200 Amps 3-Phase Load Side Taps, 100:5 Meter Accuracy CT's, 60:5 PT's, M2-1, Anode

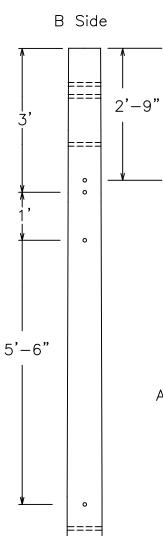
S418 Install: (3) 795MCM ACSR, 1-477MCM ACSR
S420 Install: (3) 795MCM ACSR, 1-477MCM ACSR
S454 Install: (3)4/0URD in (4)2" Conduits, 4' Trench
S455 Install: (3)4/0URD in (4)2" Conduits, 4' Trench

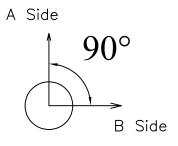
\$456 Install: (3)4/0URD in (4)2" Conduits, 4' Trench



Power-D Utility Services			
SCALE:	DATE:	DWG NO.	APPROVED.
1:50	6 / 19 / 23	2000	7 / 19 / 23
DRAWN BY:	CHECKED BY:	SHEET NO.	REV.
LSS	RAS	24 OF 24	







All Holes to be 3/4" PVC Sleeve

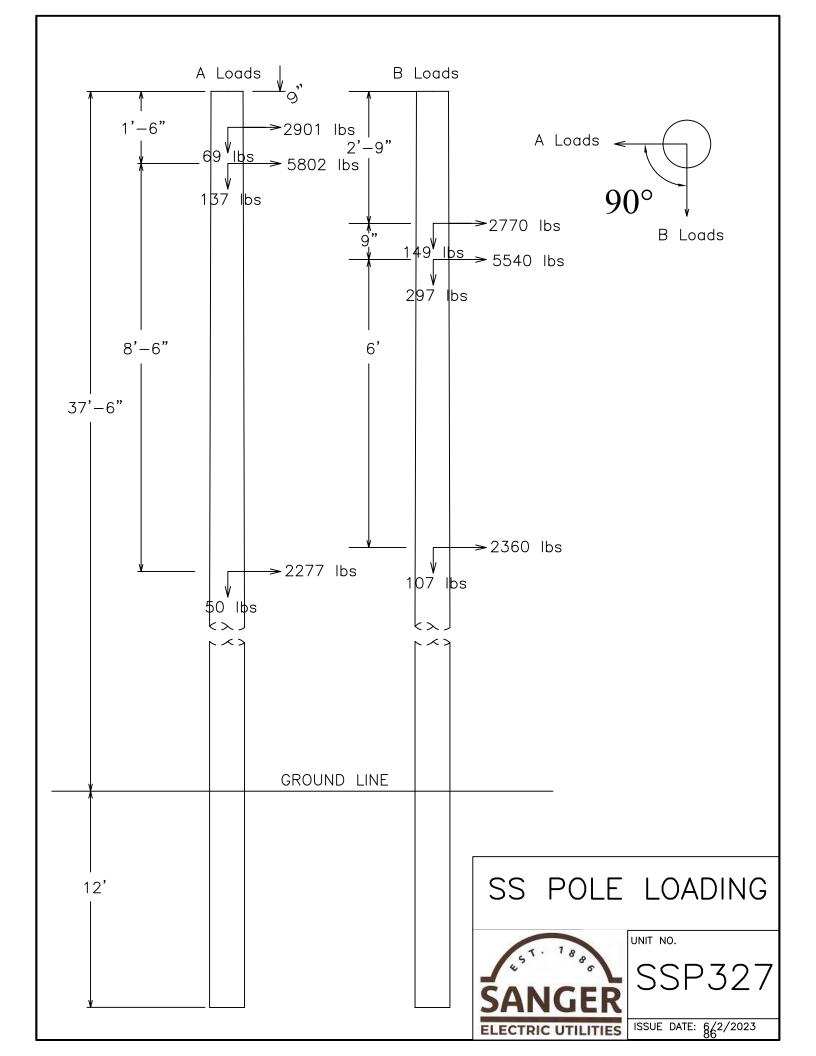
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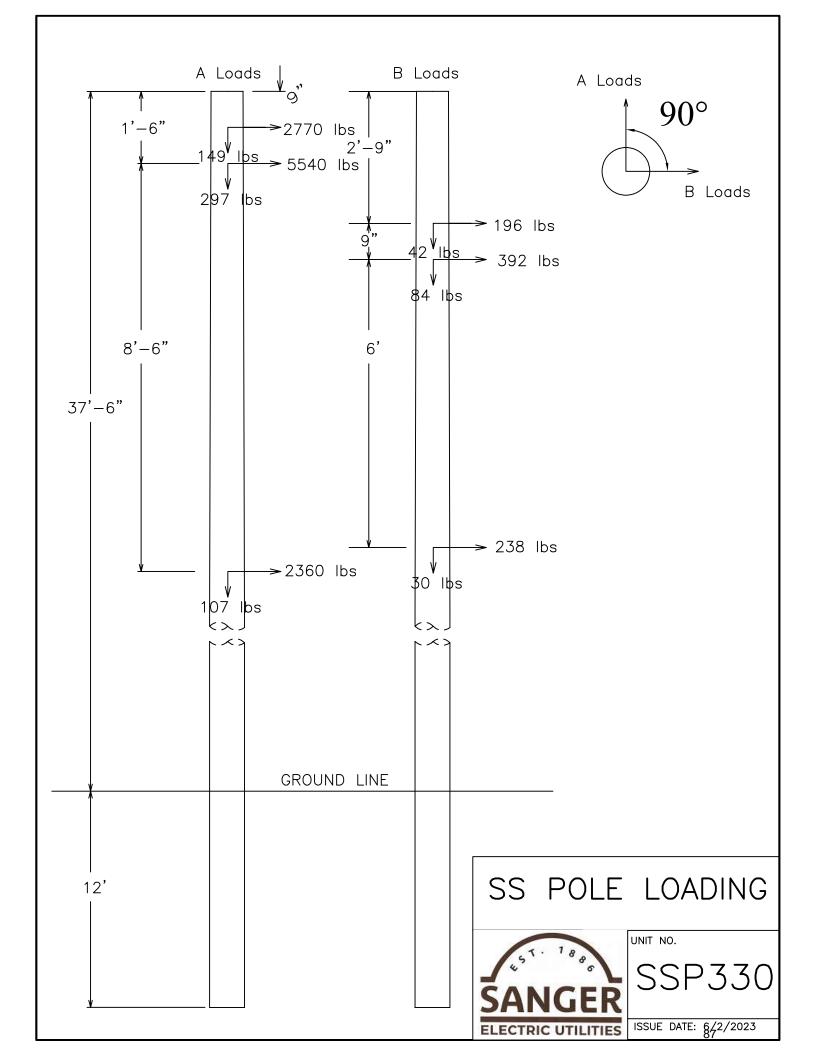


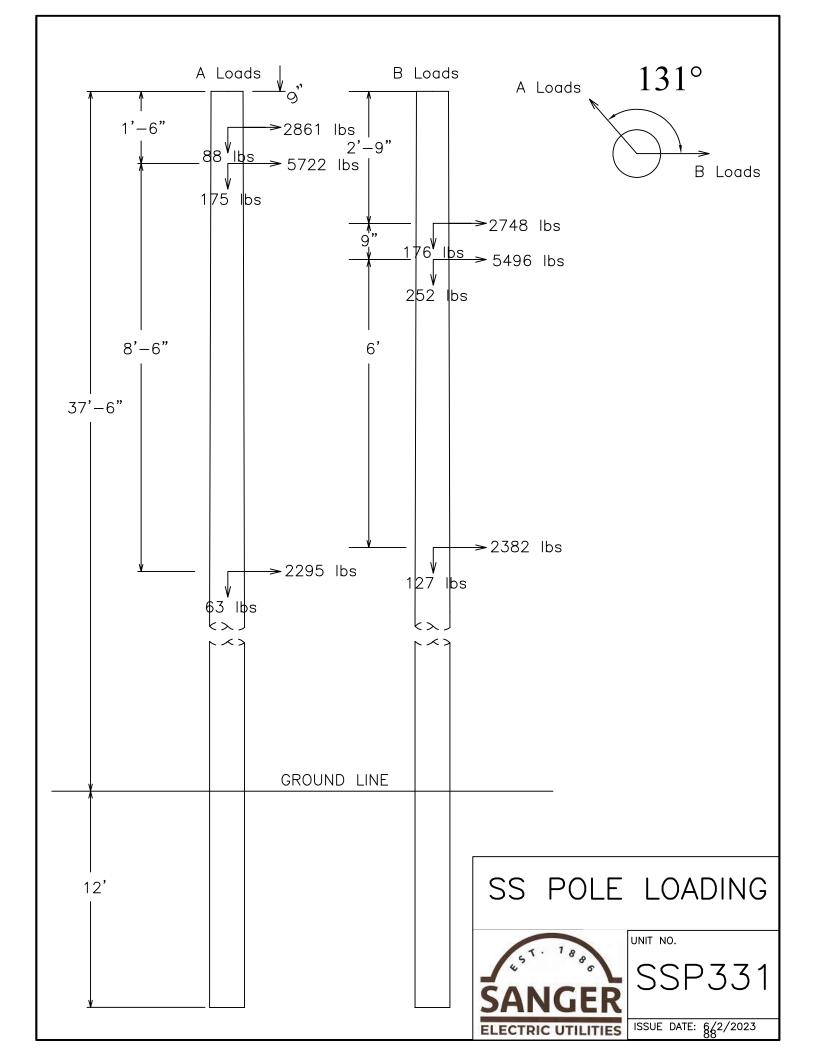
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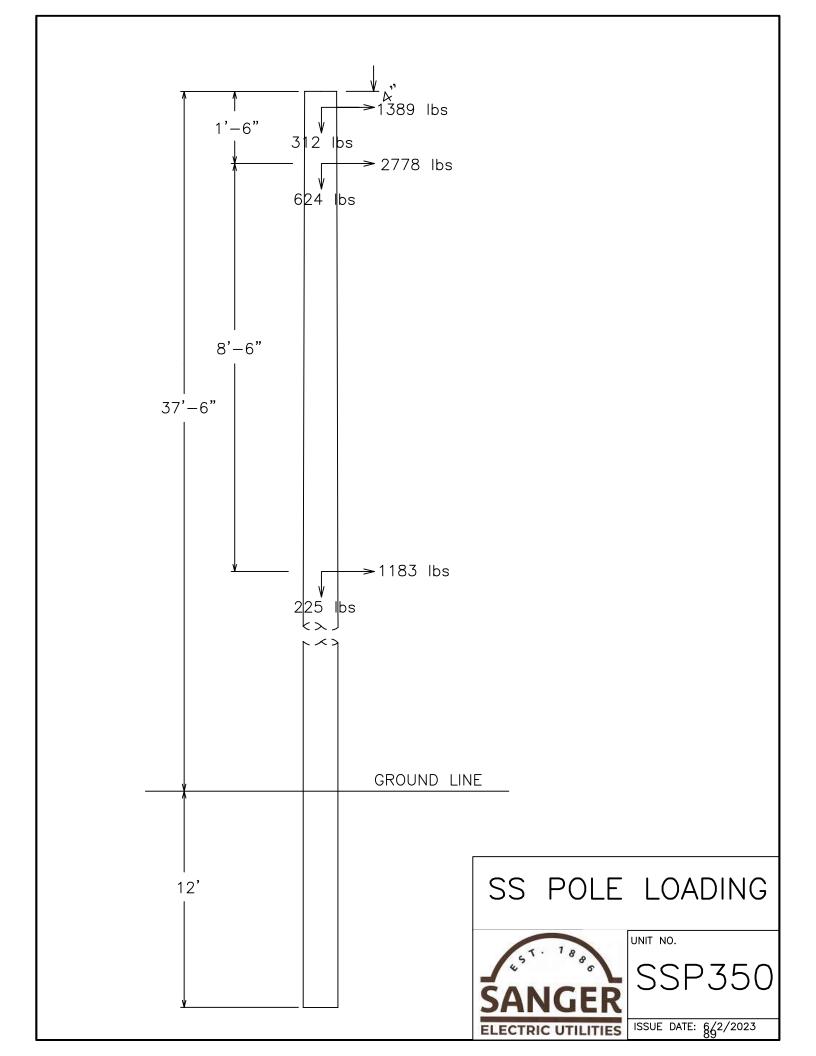
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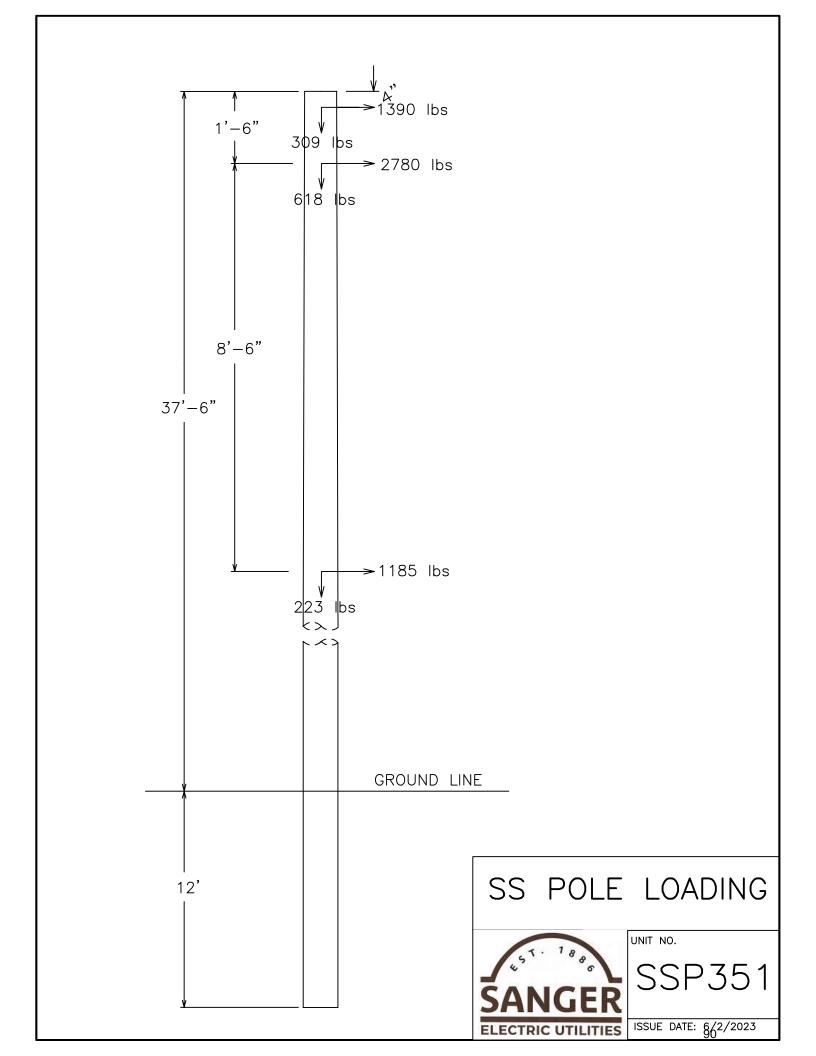
ISSUE DATE: 6/2/2023

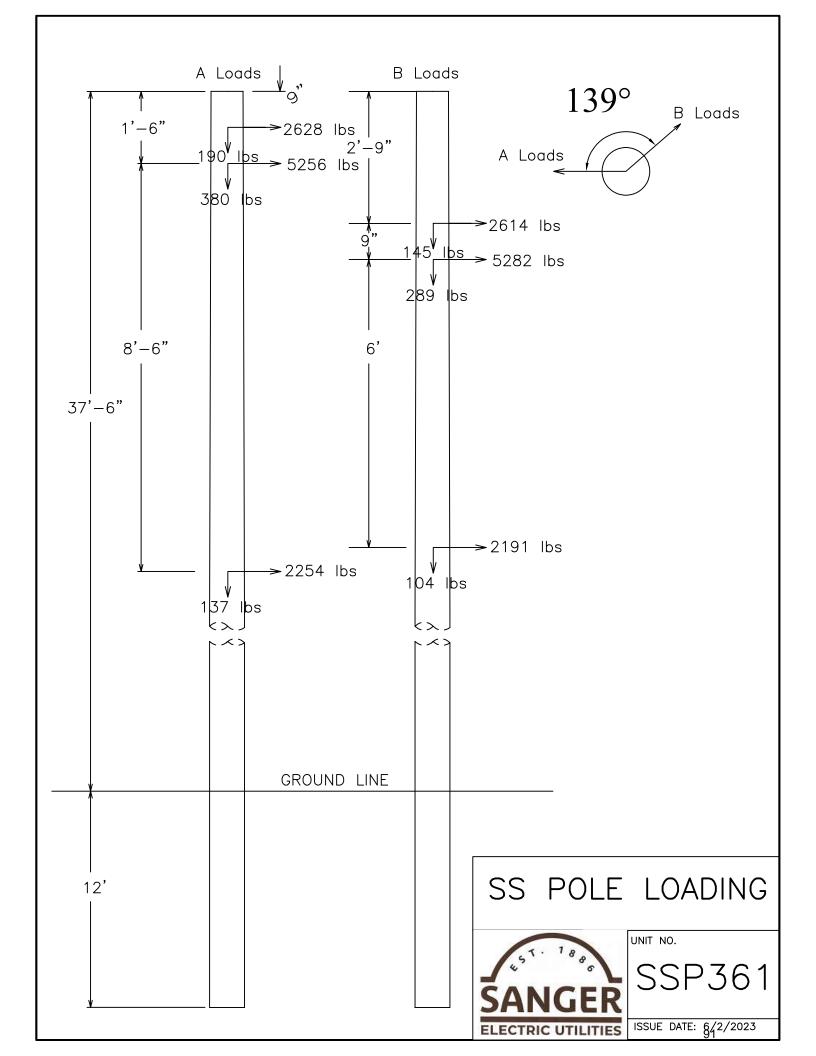


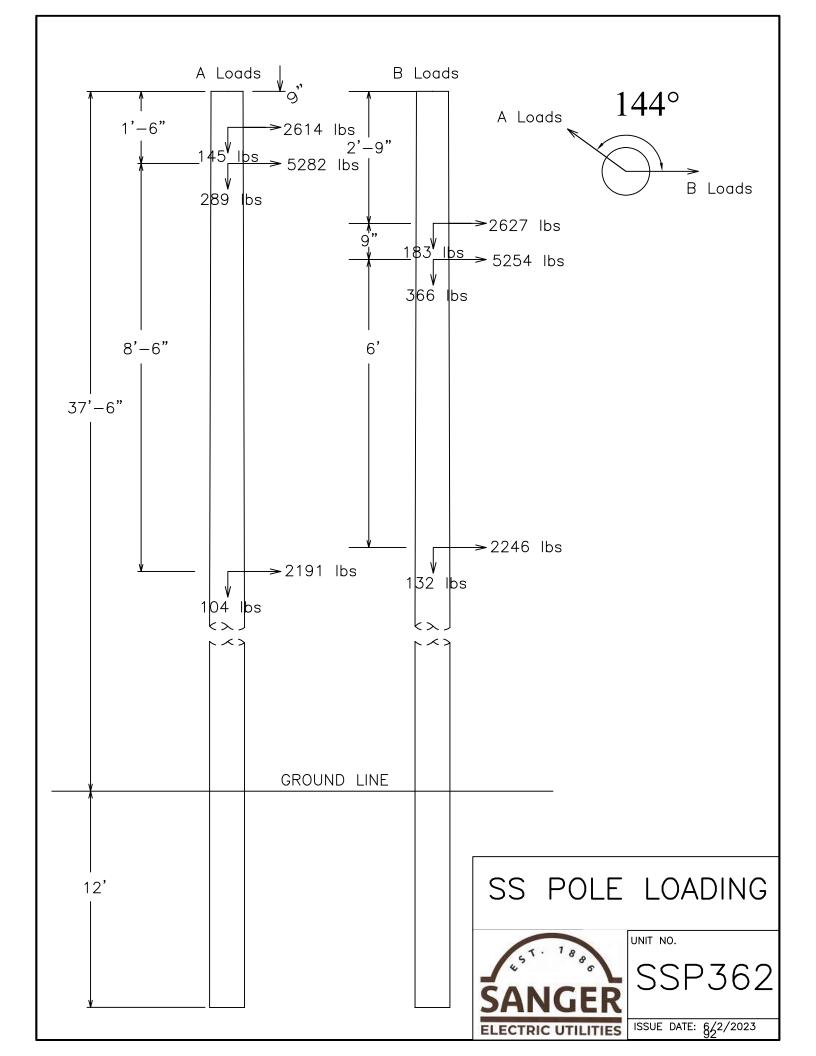


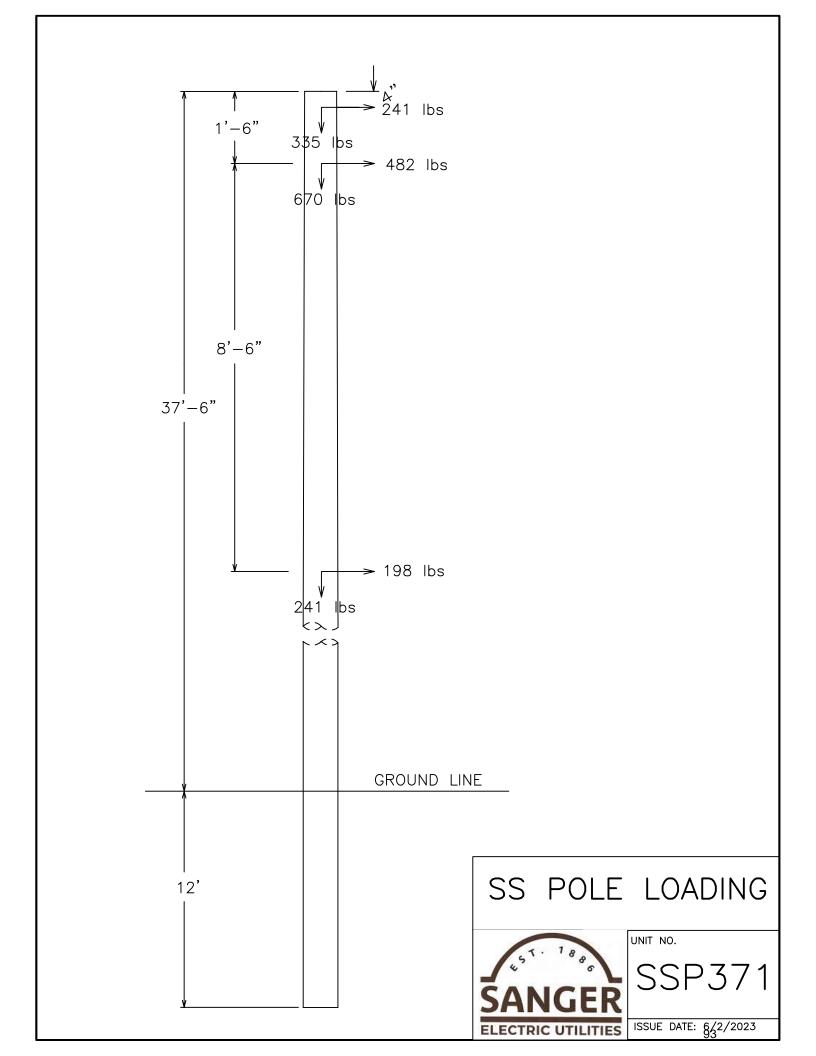


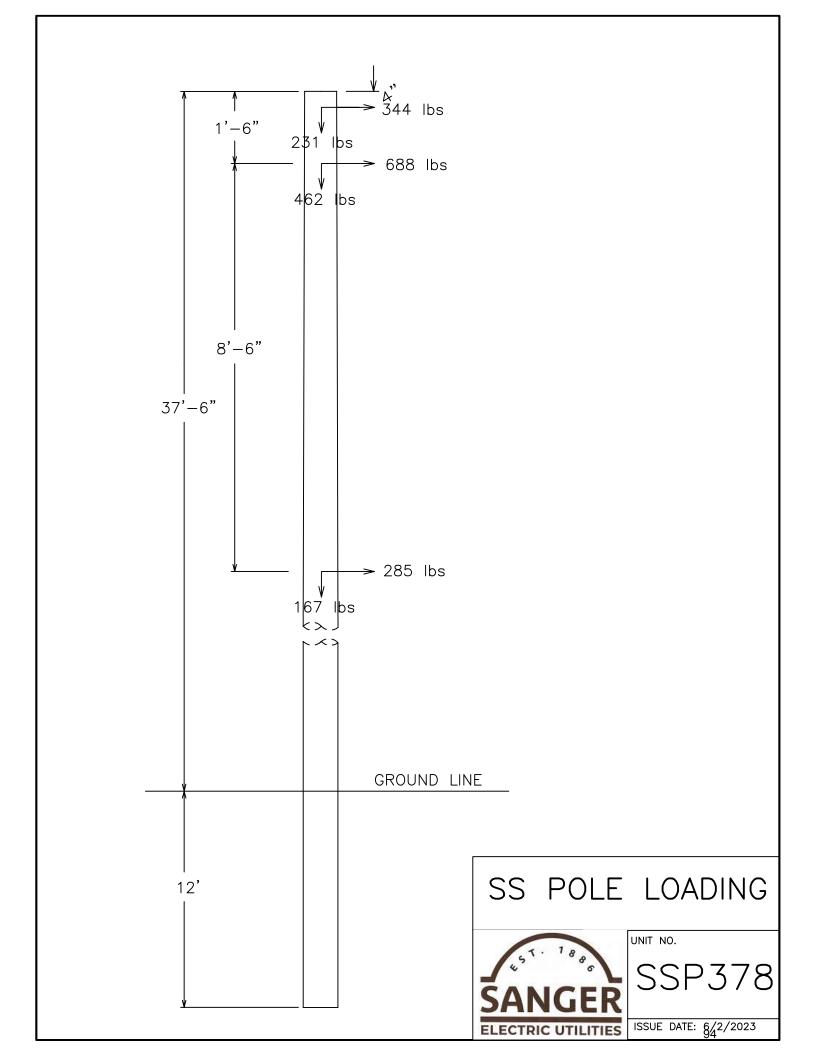


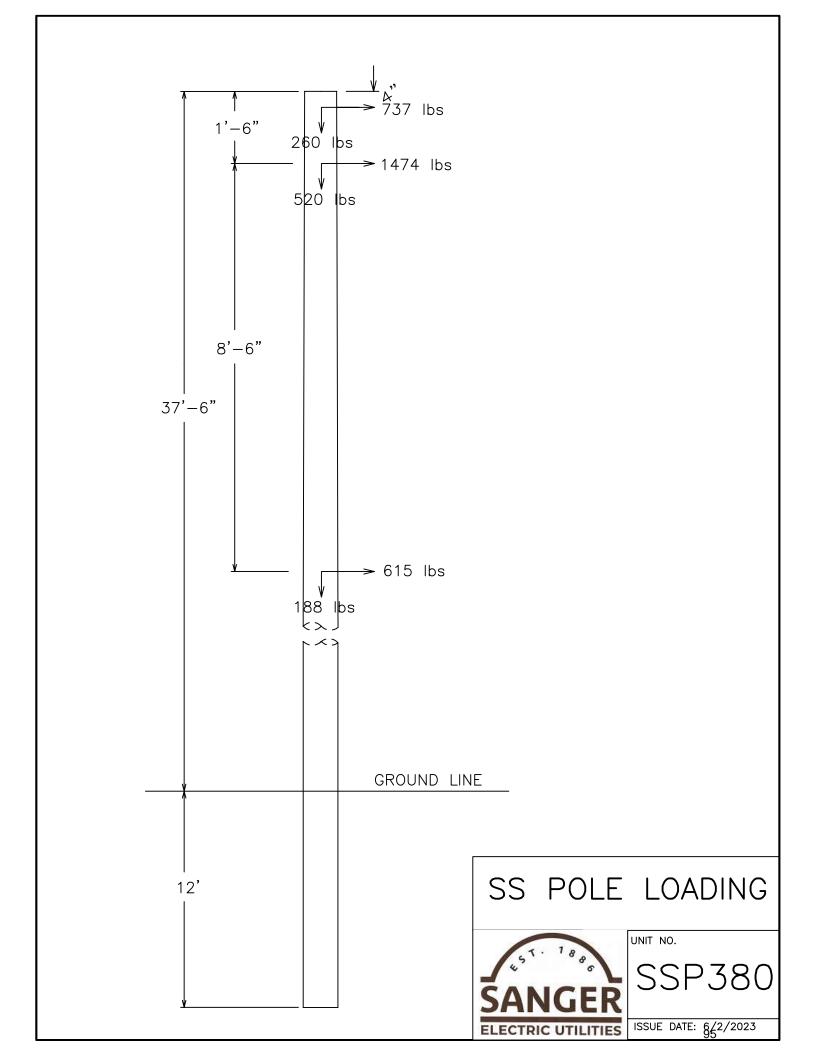


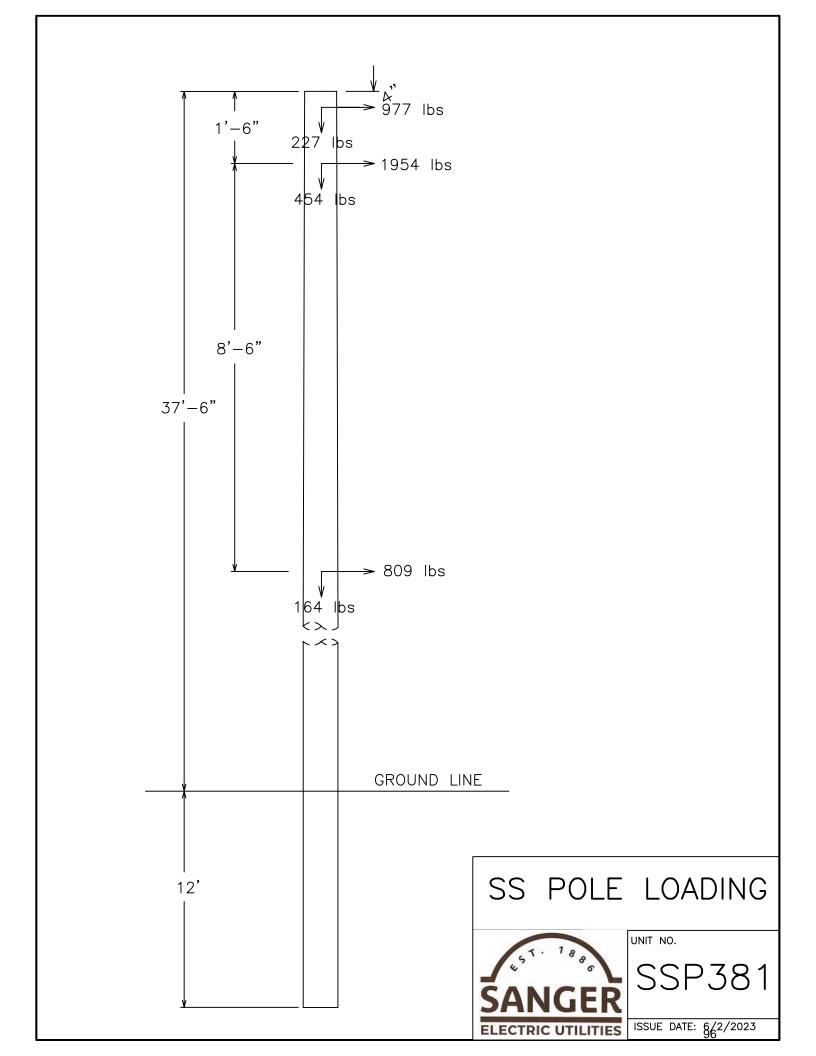


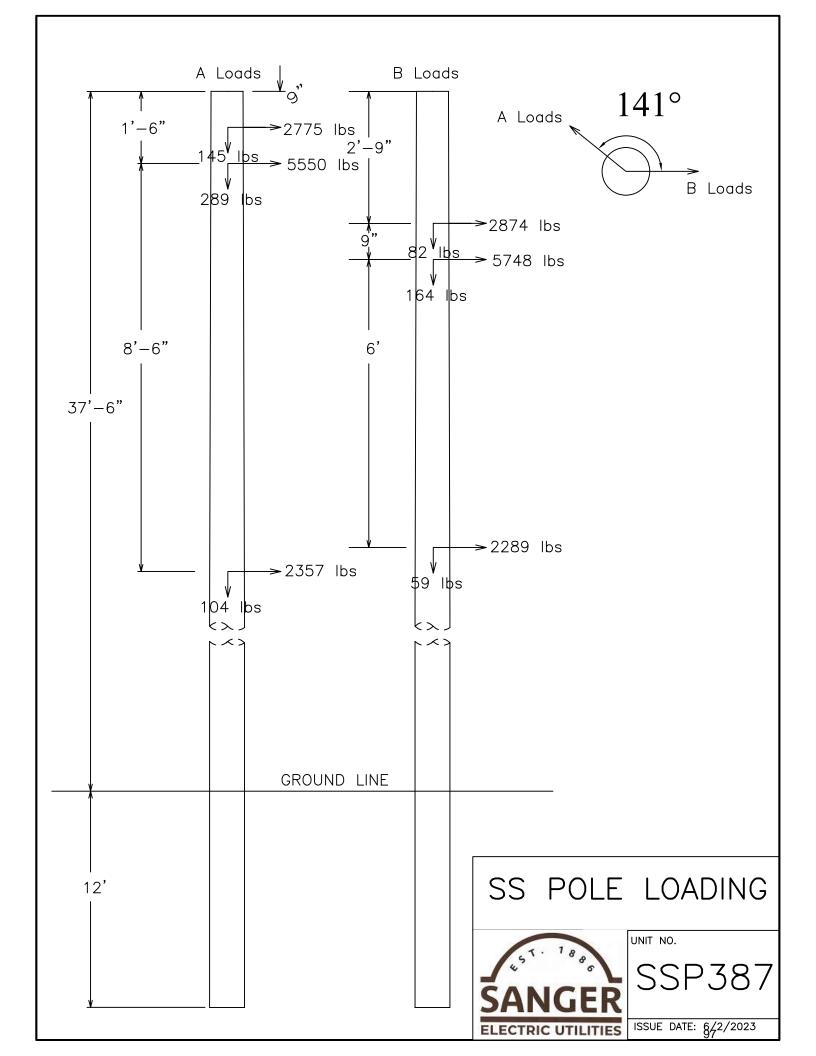


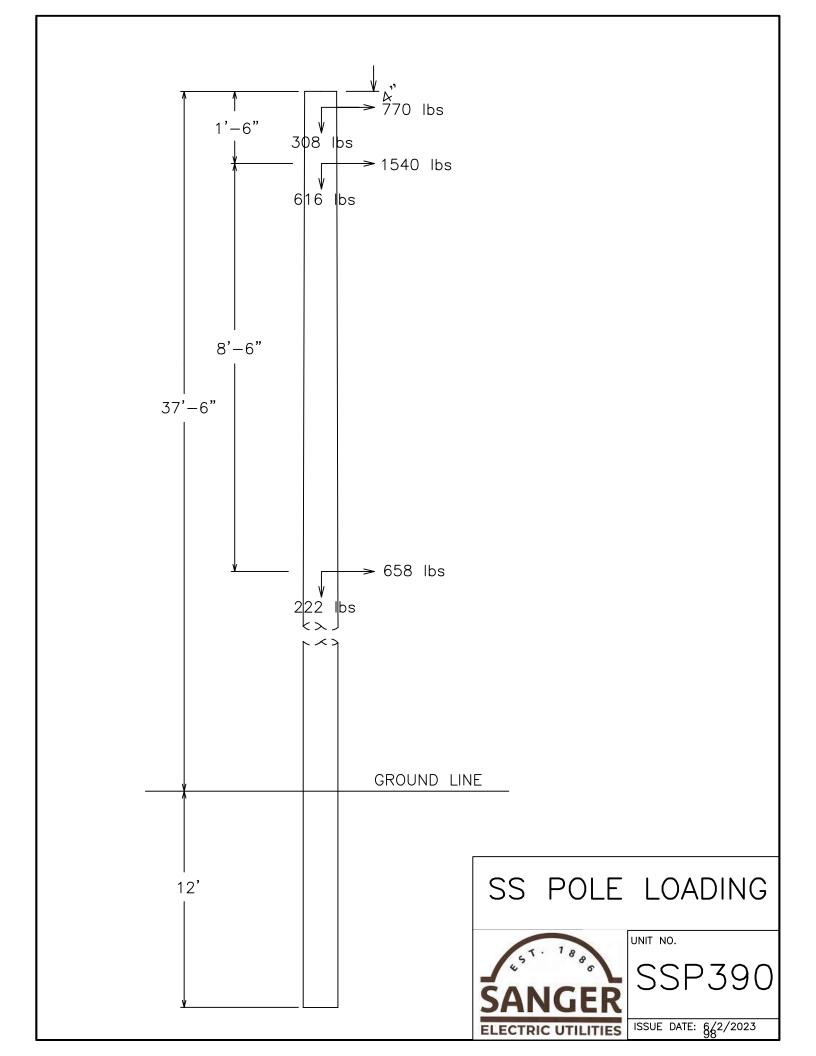


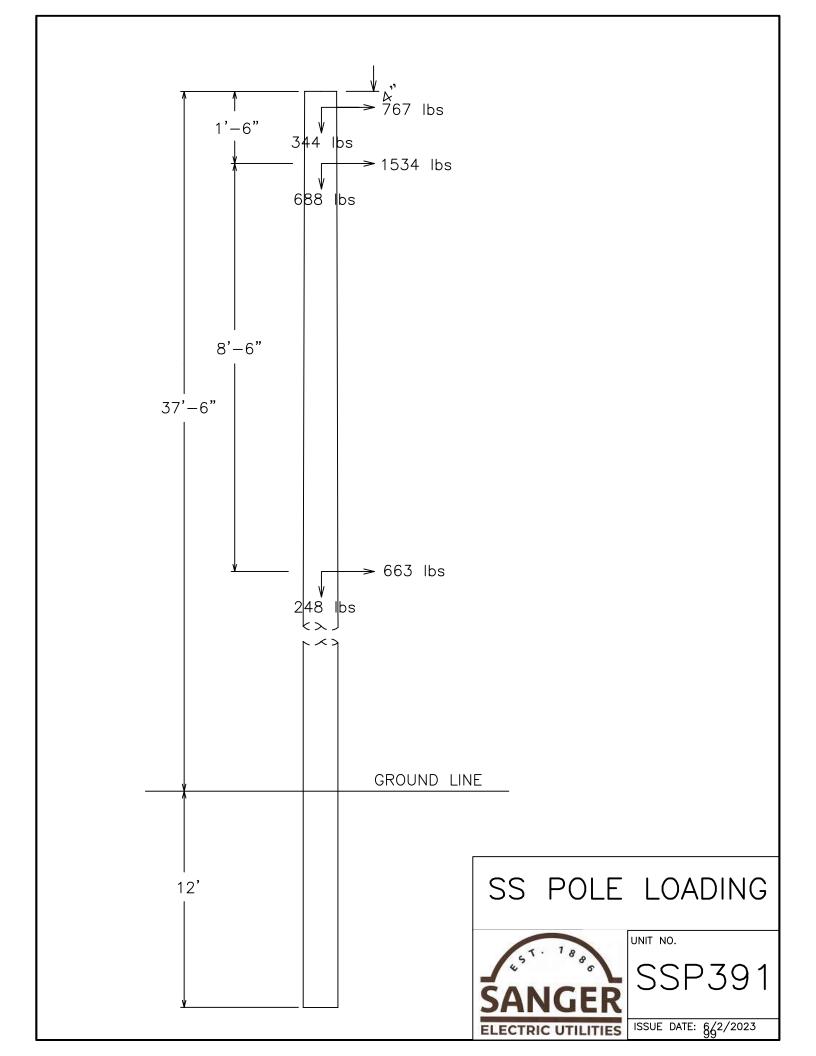


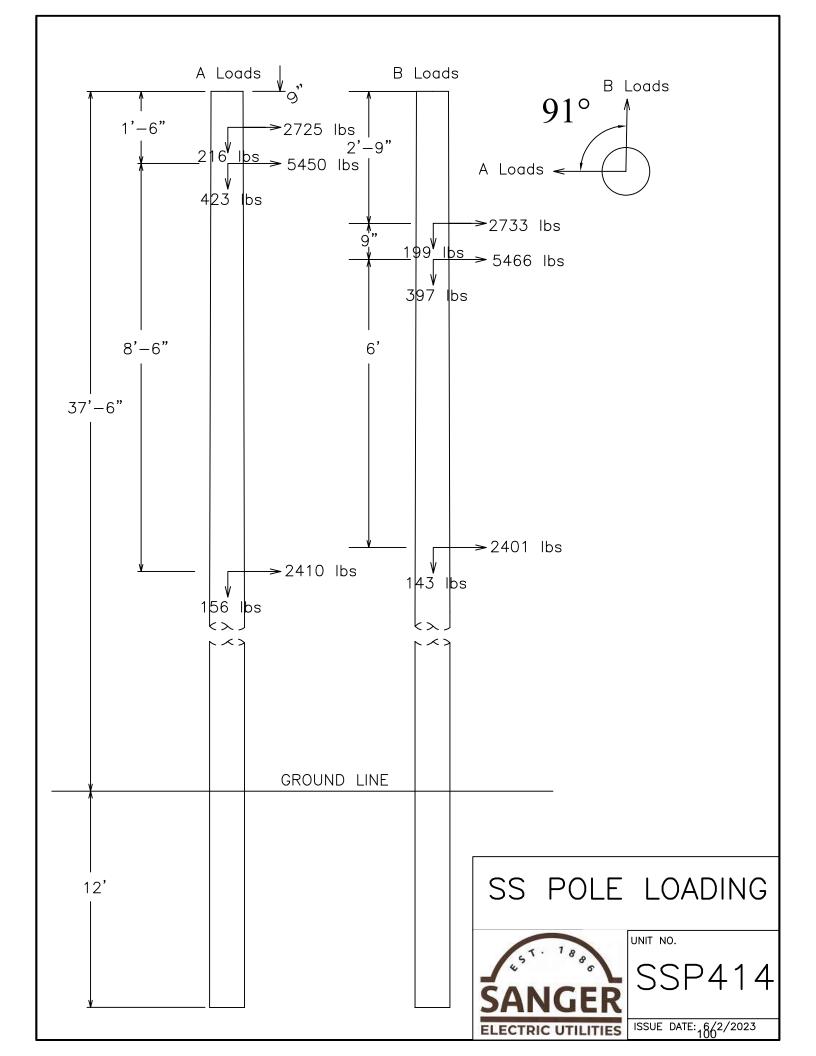


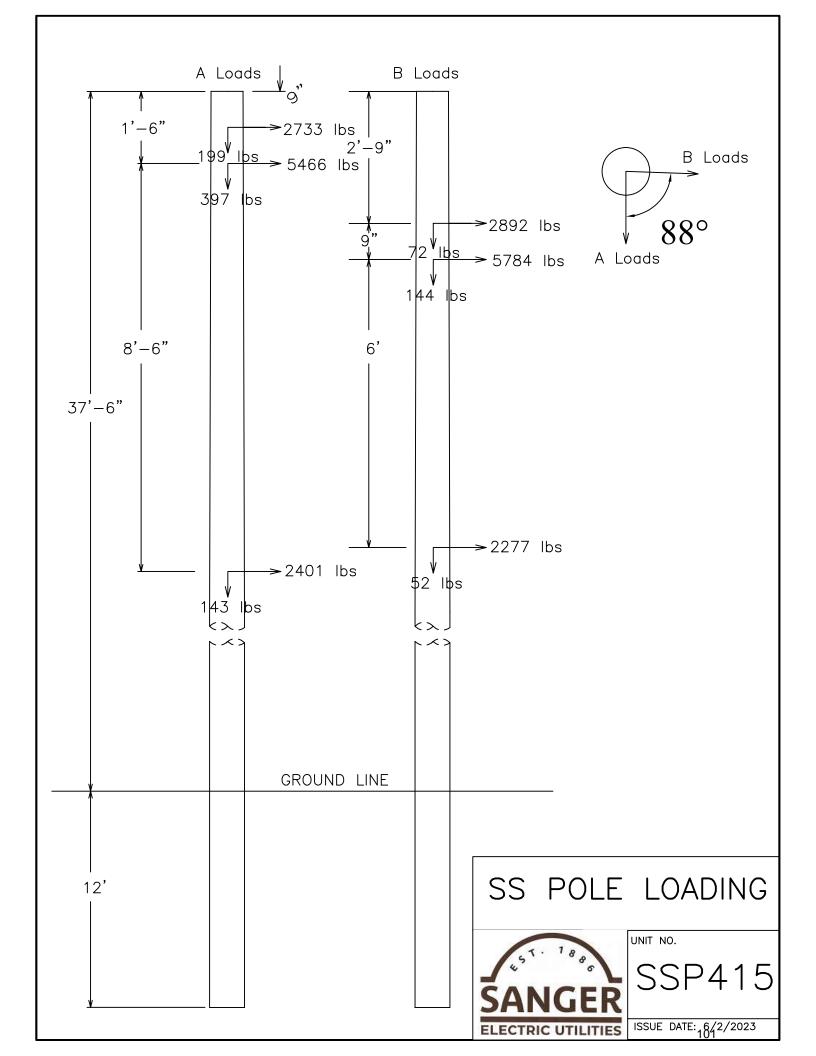


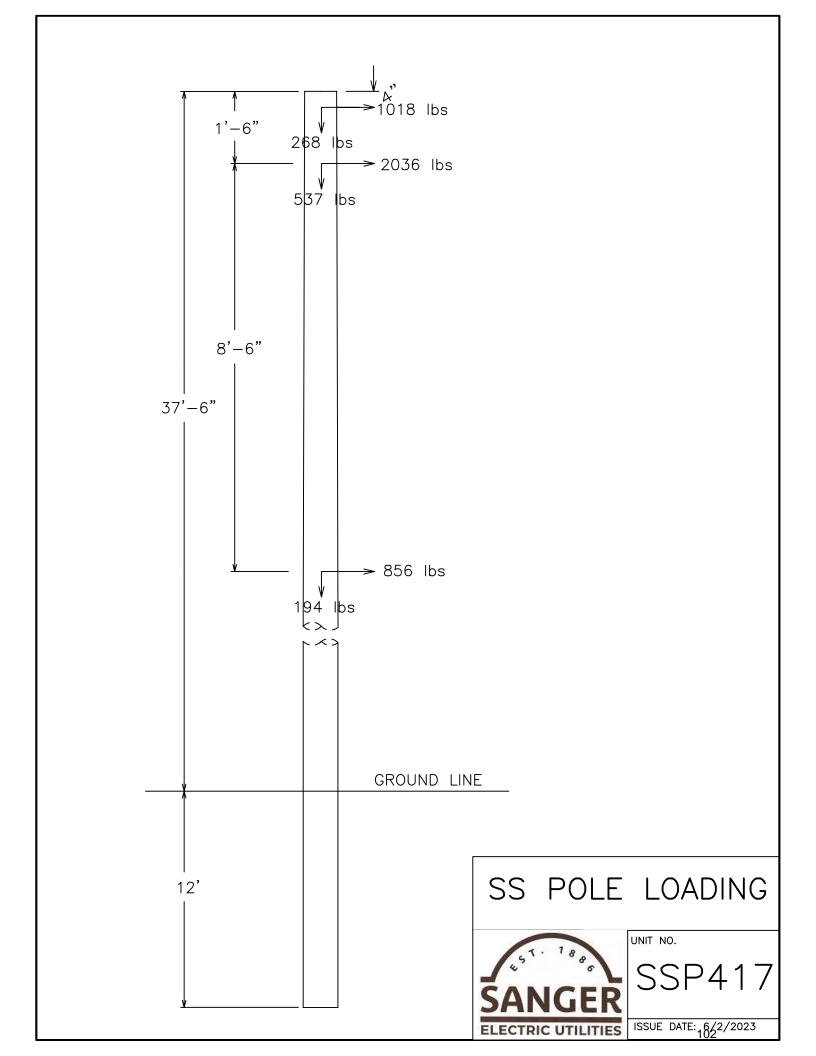


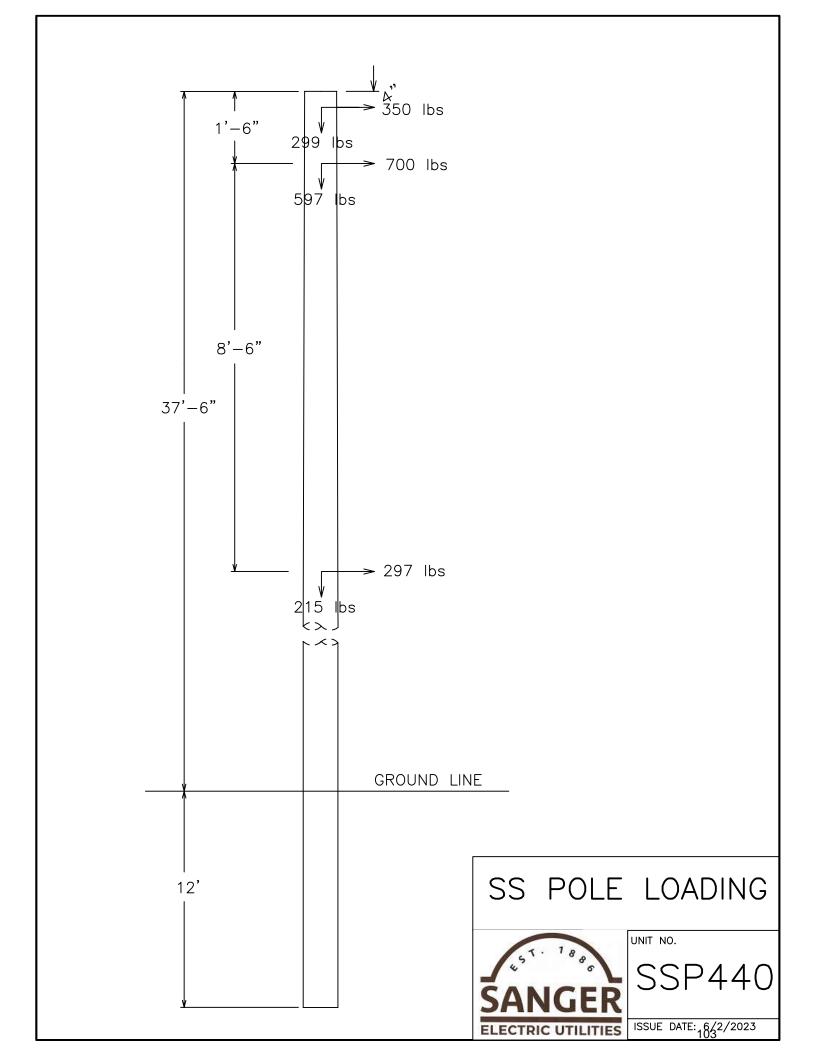


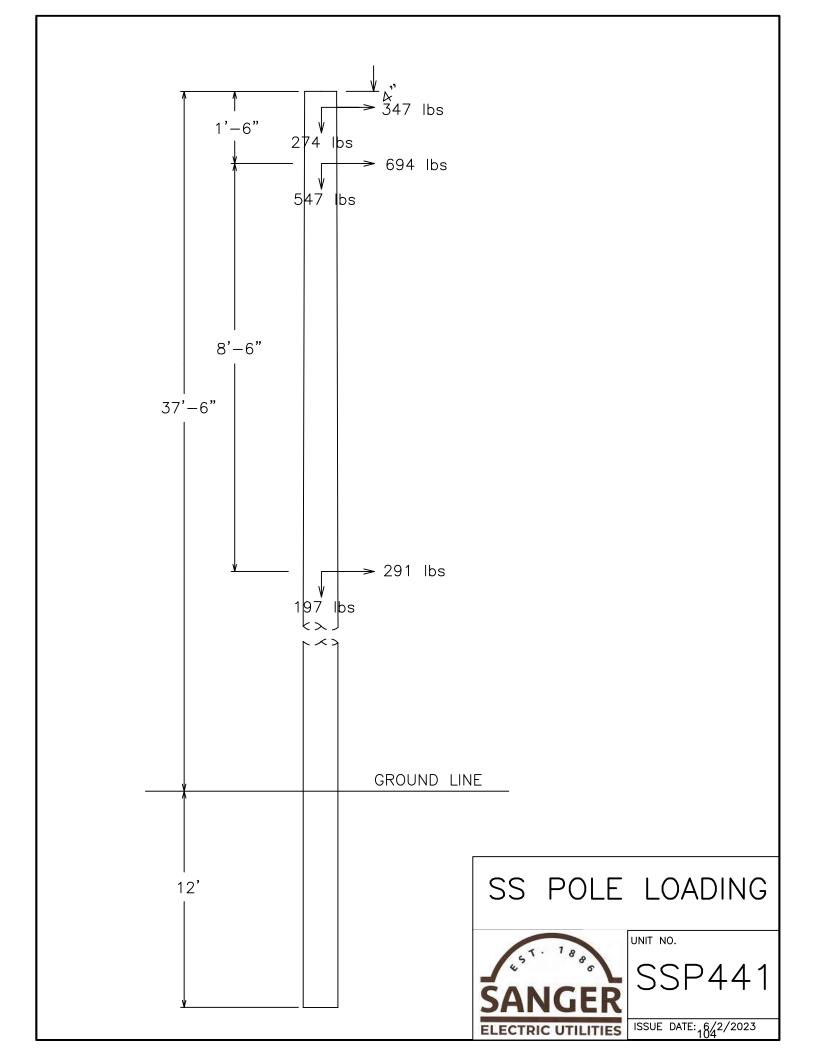


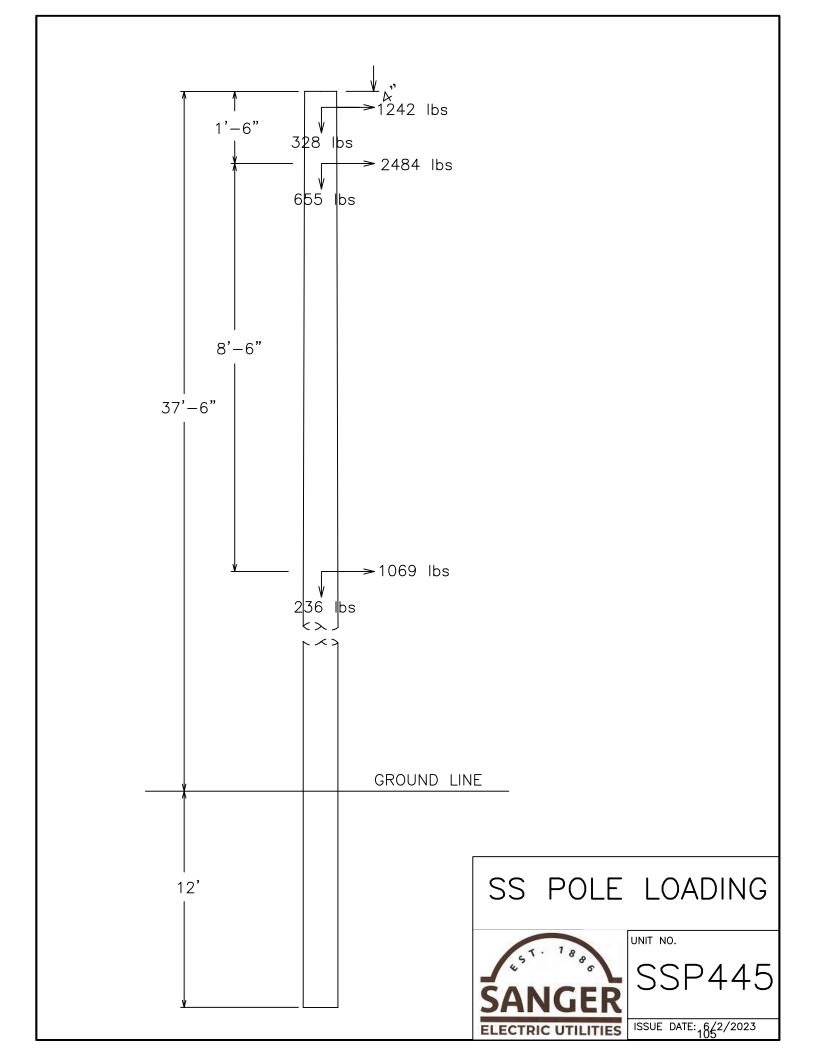


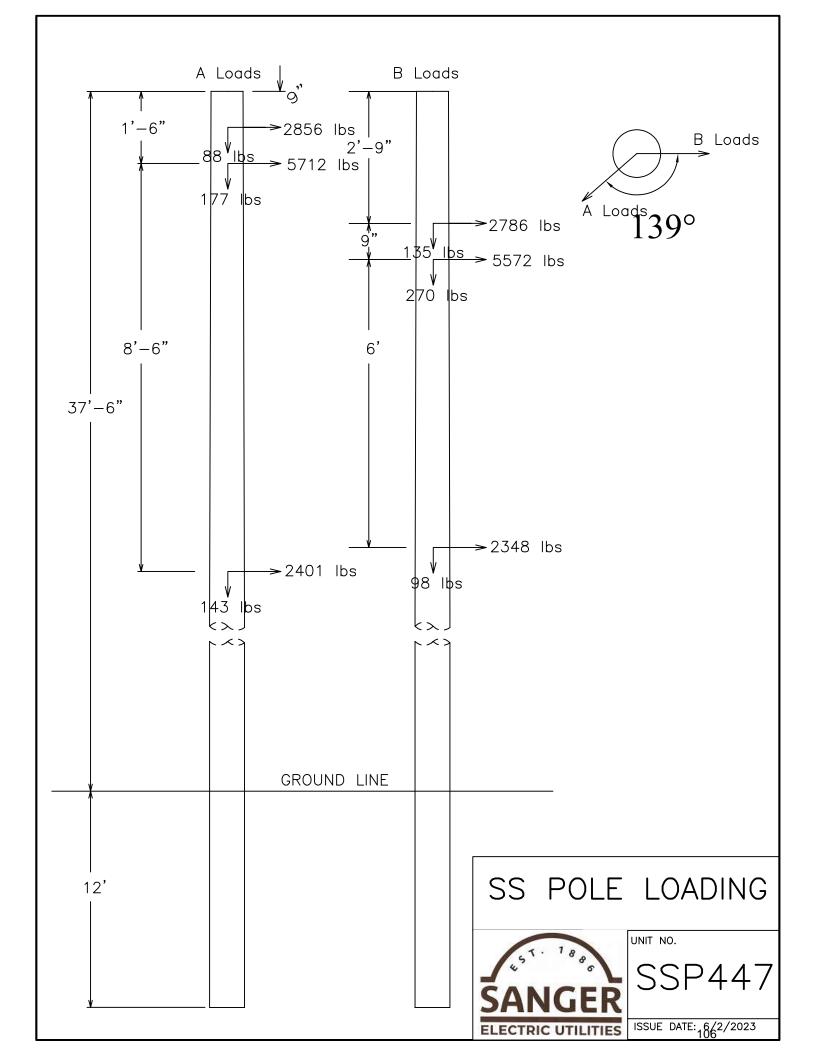


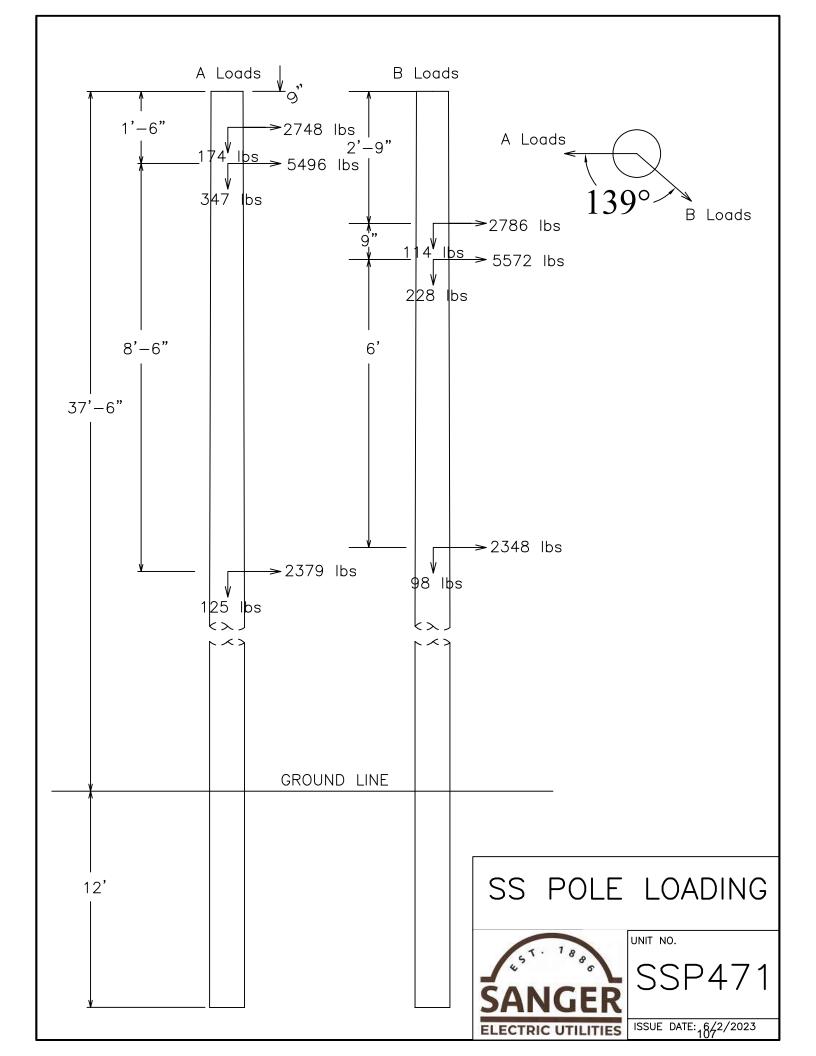


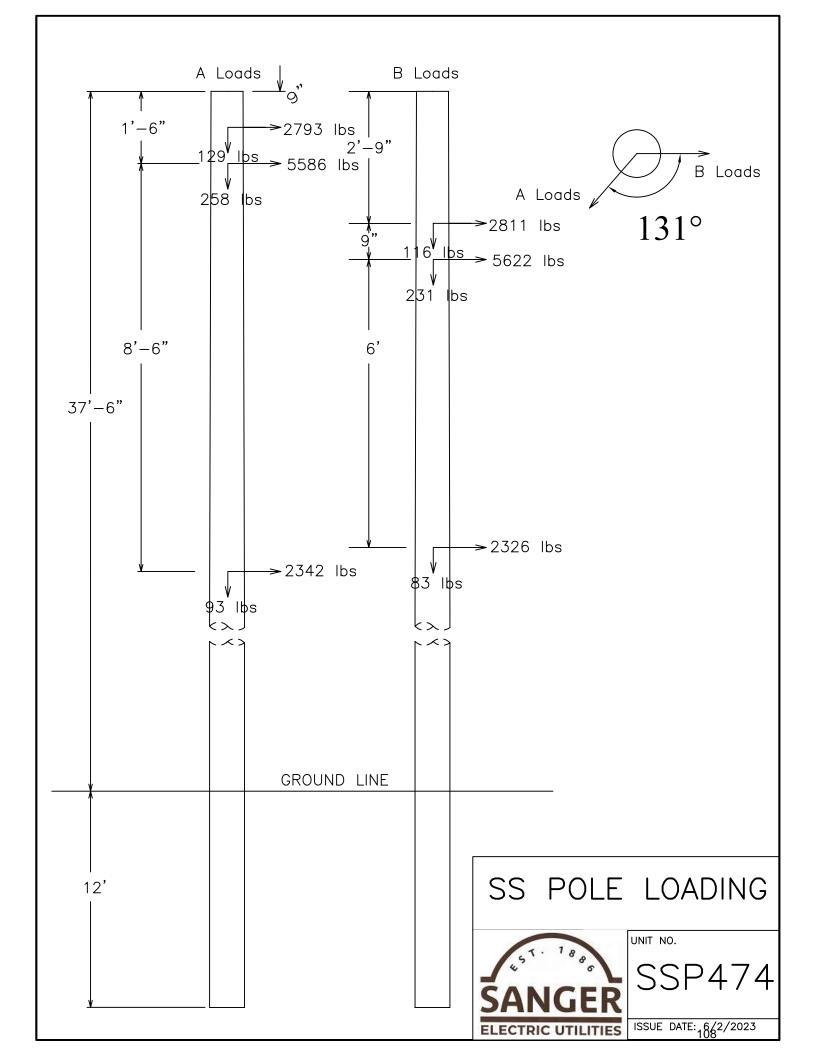


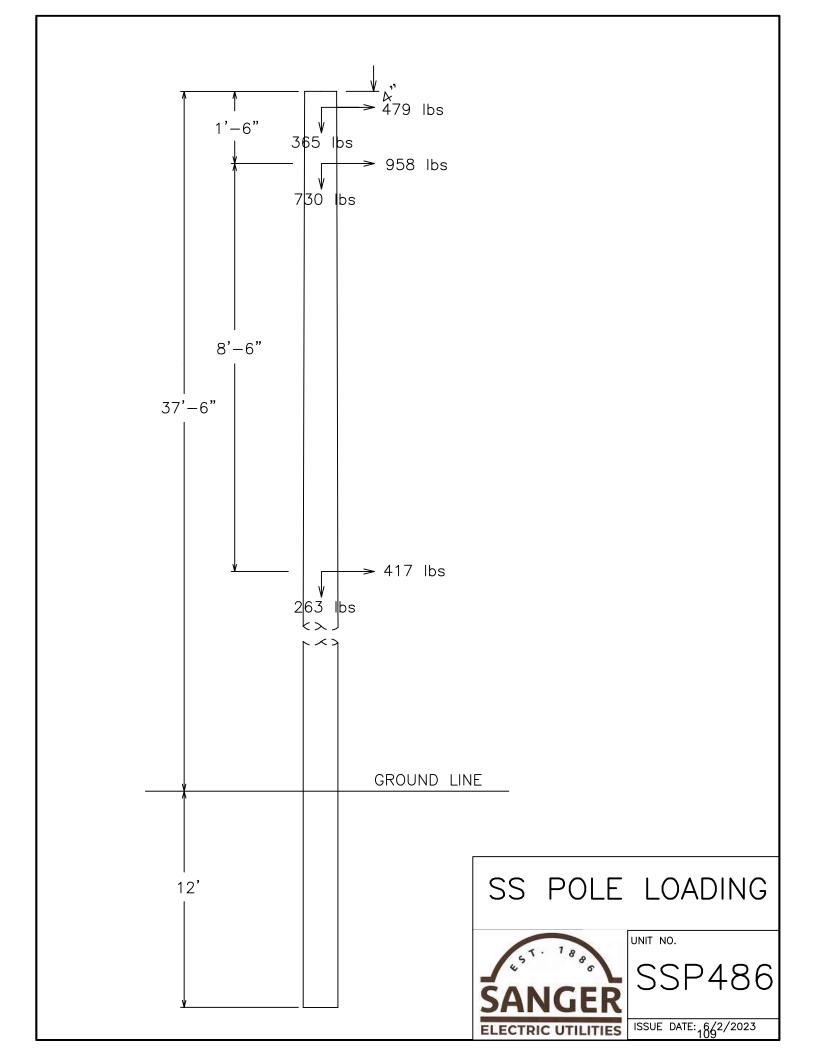


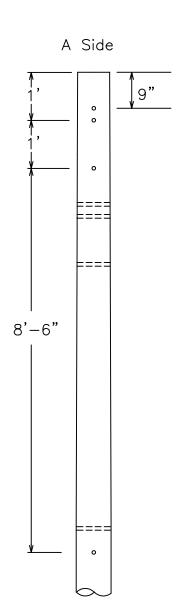


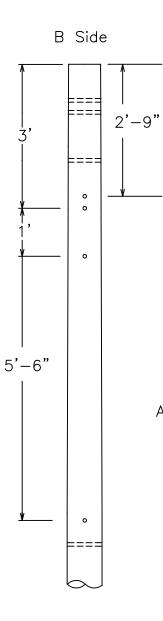


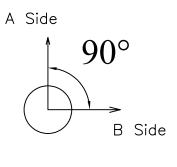










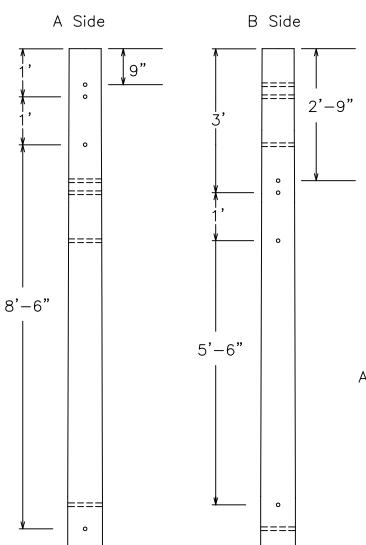


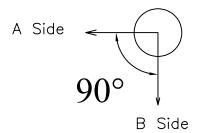
SS POLE DRILLING



NIT NO.

SSP326



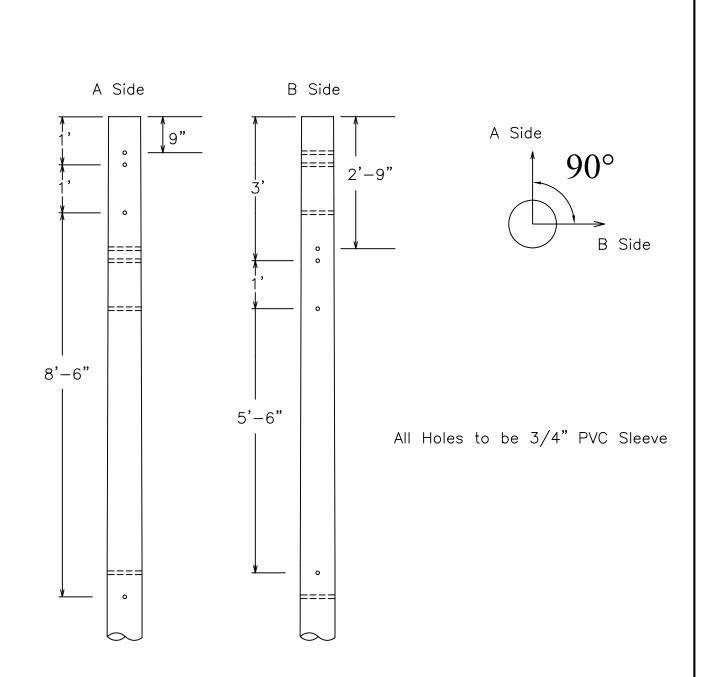


SS POLE DRILLING



UNIT NO.

SSP327

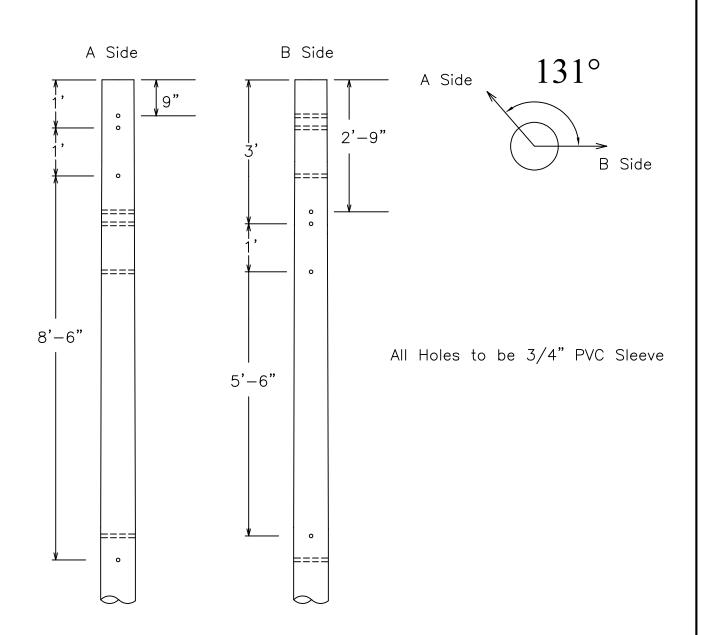


SS POLE DRILLING



NIT NO.

SSP330

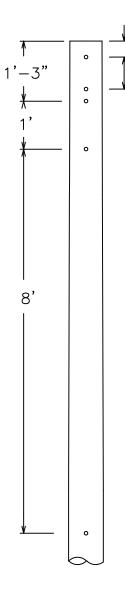


SS POLE DRILLING



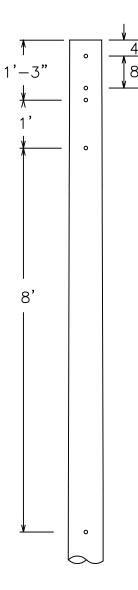
NIT NO.

SSP331



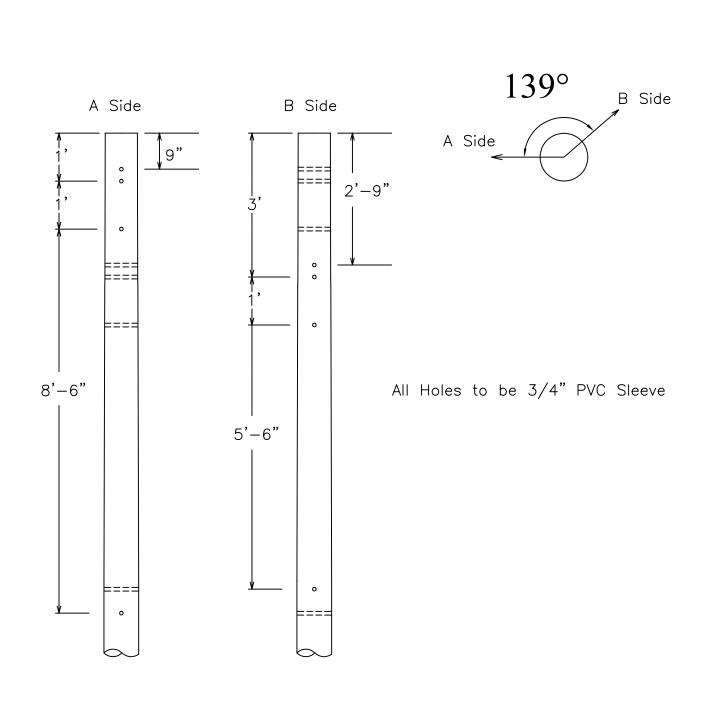
SS POLE DRILLING

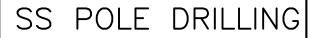




SS POLE DRILLING



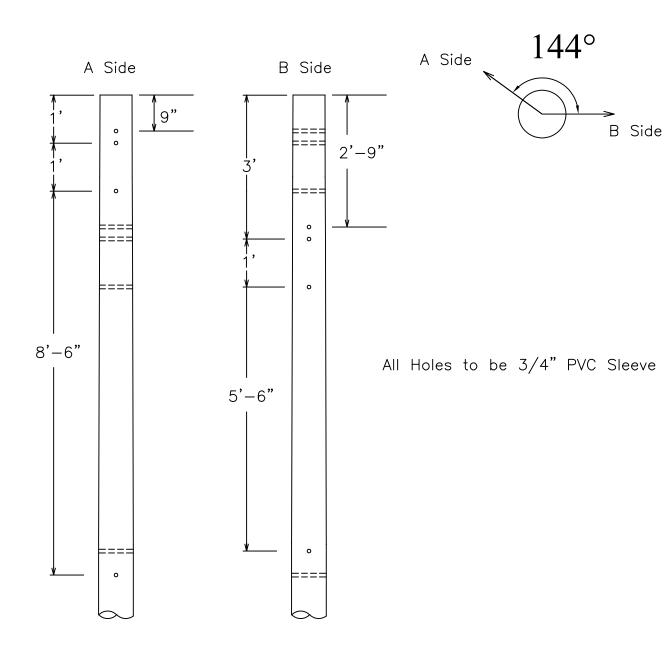






UNIT NO.

SSP361

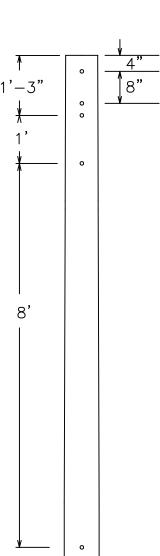


SS POLE DRILLING

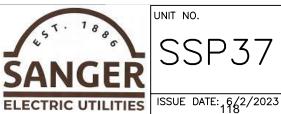


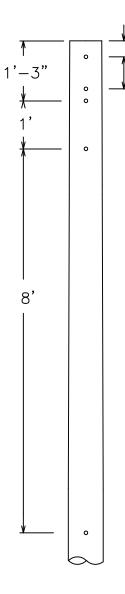
NIT NO.

SSP362

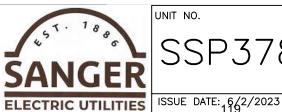


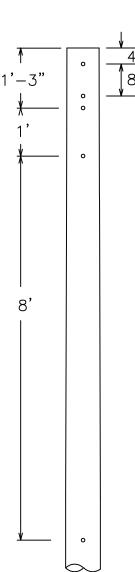
SS POLE DRILLING





SS POLE DRILLING



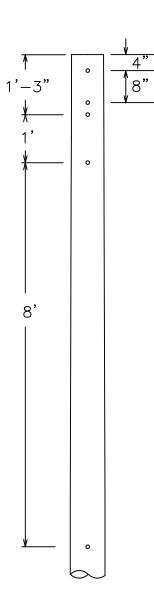


SS POLE DRILLING



NIT NO.

SSP380

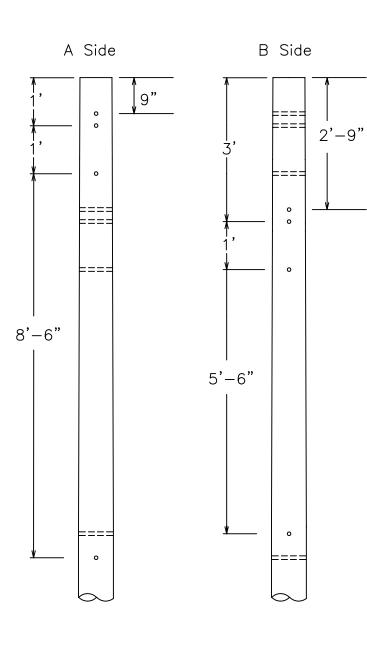


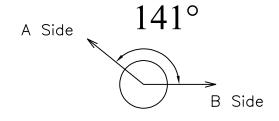
SS POLE DRILLING



NIT NO.

SSP381



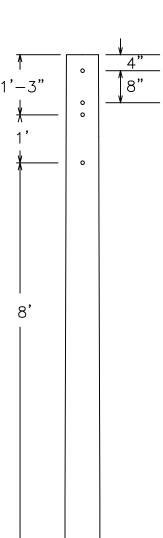


SS POLE DRILLING



NIT NO.

SSP387

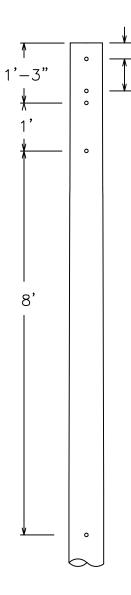


SS POLE DRILLING



NIT NO.

SSP390

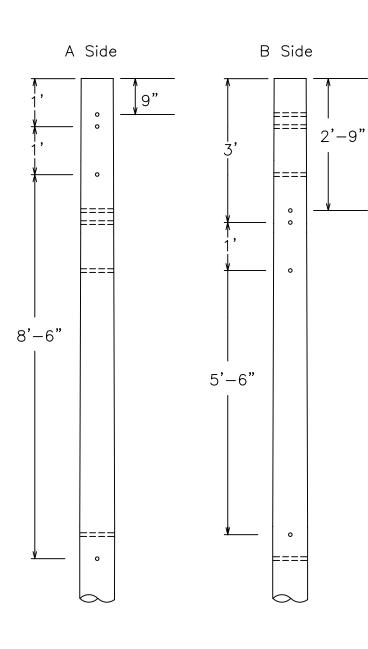


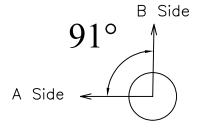
SS POLE DRILLING



NIT NO.

SSP391



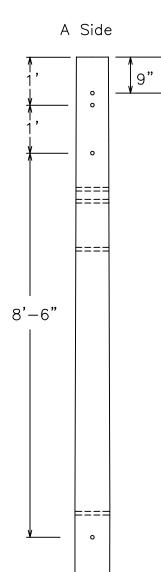


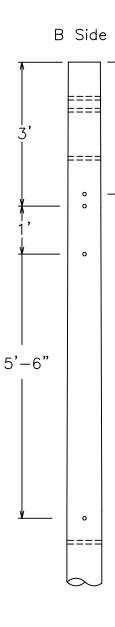
SS POLE DRILLING

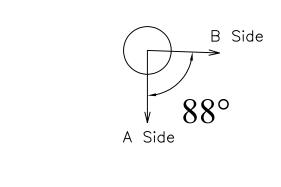


UNIT NO.

SSP414





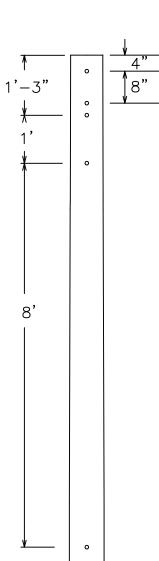


SS POLE DRILLING



NIT NO.

SSP415

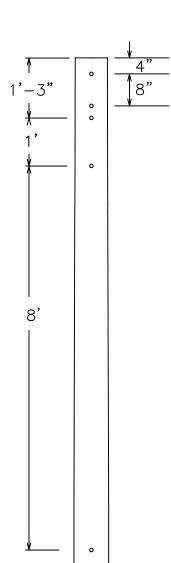


SS POLE DRILLING



NIT NO.

SSP417

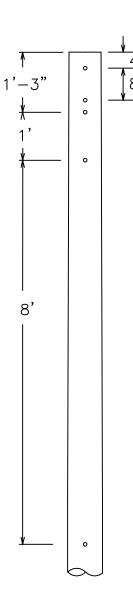


SS POLE DRILLING



NIT NO.

SSP440



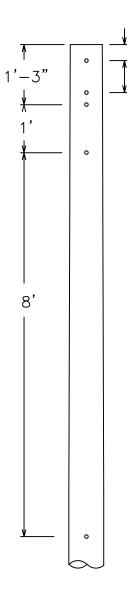
SS POLE DRILLING



NIT NO.

SSP441

ISSUE DATE: 129/2/2023

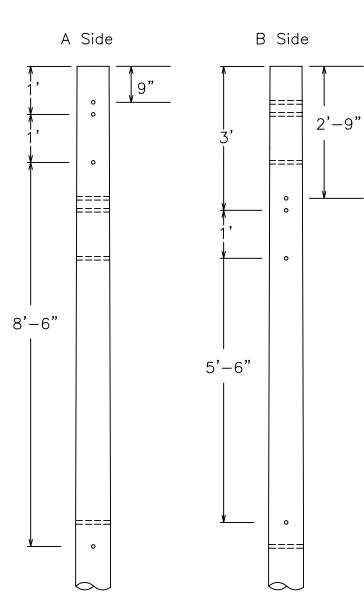


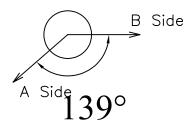
SS POLE DRILLING



NIT NO.

SSP445



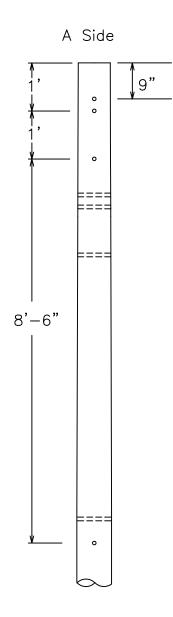


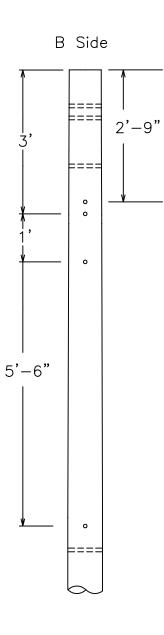
SS POLE DRILLING

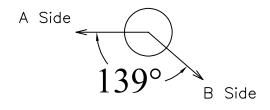


NIT NO.

SSP447





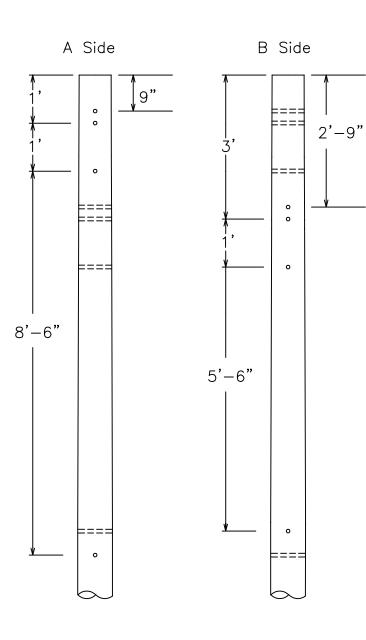


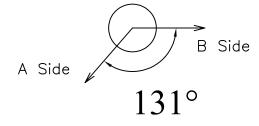
SS POLE DRILLING



NIT NO.

SSP471



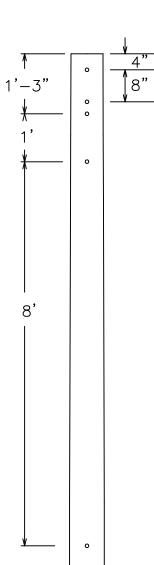


SS POLE DRILLING



NIT NO.

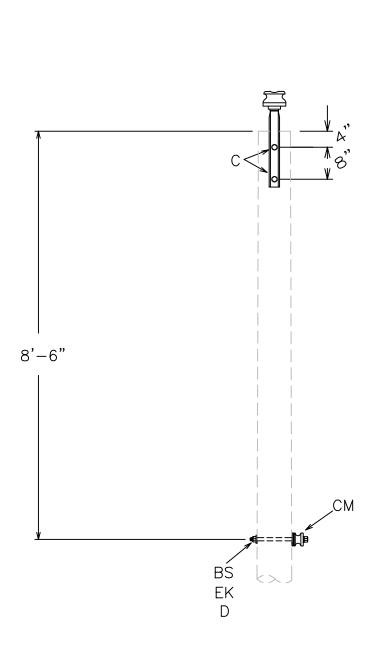
SSP474

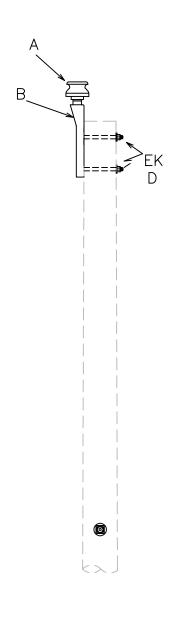


SS POLE DRILLING



UNIT NO.



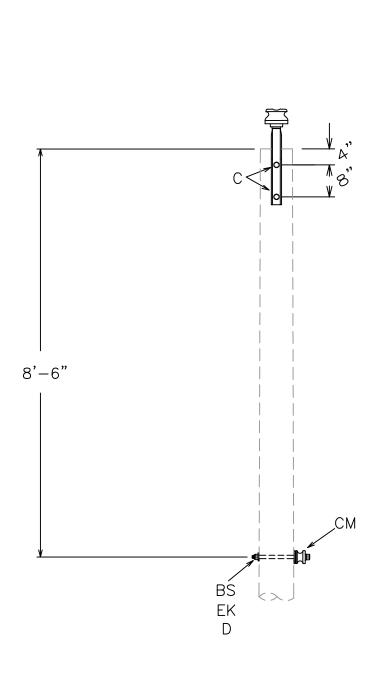


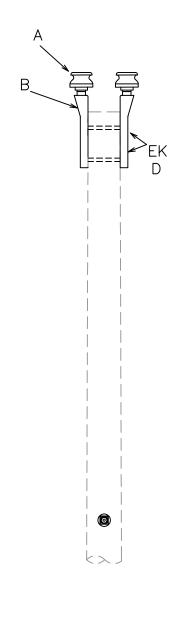
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
С	5/8" MACHINE BOLT	2	
А	PIN TYPE INSULATOR	1	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
В	RIDGE PIN	1	S4240
D	CURVED WASHER	3	S4125
EK	LOCKNUT 5/8"	ΑR	S4140

SINGLE PHASE



UNIT NO. A 1

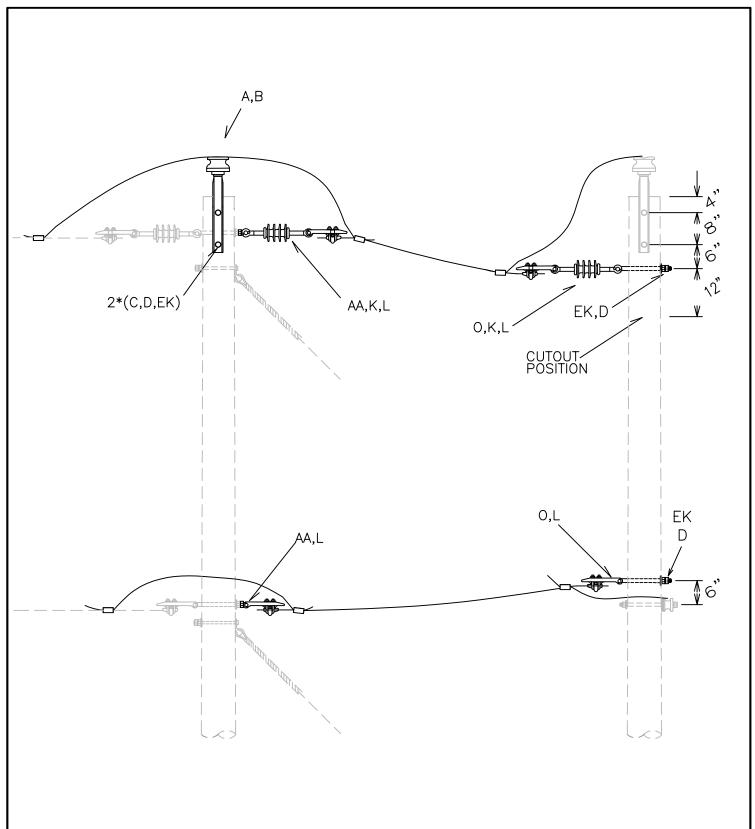




LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
С	5/8" MACHINE BOLT	2	
А	PIN TYPE INSULATOR	2	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
В	RIDGE PIN	2	S4240
D	CURVED WASHER	3	S4125
EK	LOCKNUT 5/8"	AR	S4140

SINGLE PHASE DOUBLE SUPPORT





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	2	
С	5/8" MACHINE BOLT	2	
А	PIN TYPE INSULATOR	1	S4235
K	INSULATOR, SUSP'N POLY	2	S4205
В	RIDGE PIN	1	S4240
L	DE SHOE, SMALL	4	S4380
D	CURVED WASHER	3	S4125
AA	5/8" OVAL EYE NUT	2	S4137
EK	LOCKNUT 5/8"	4	S4140

SINGLE PHASE SLACK SPAN TAP

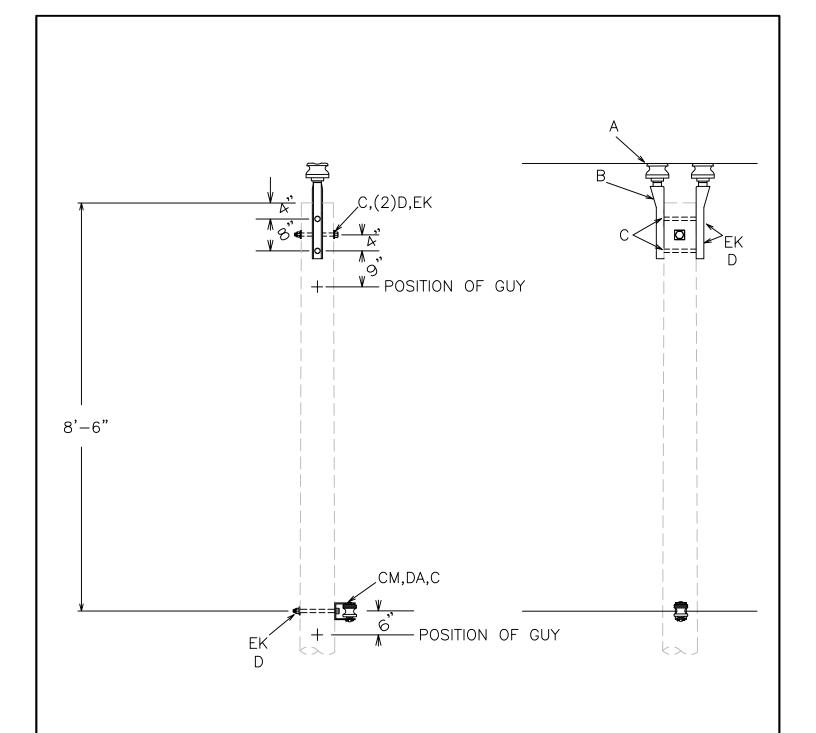


UNIT NO.

A 1

SLACK

ISSUE DATE: 77/20/2021

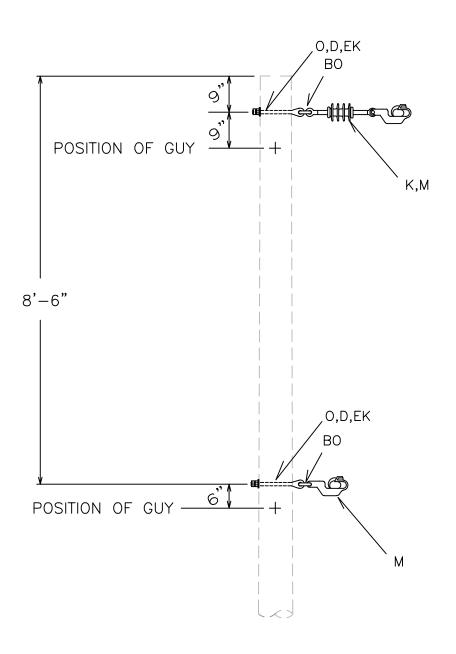


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
С	5/8" MACHINE BOLT	3	
А	PIN TYPE INSULATOR	2	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
В	RIDGE PIN	2	S4240
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	4	S4140

SINGLE PHASE DOUBLE SUPPORT 5 TO 30 UNIT NO.

SANGER

Λ 🤈

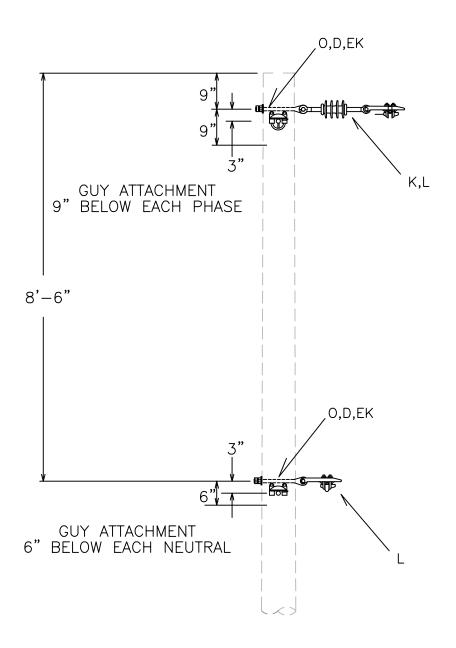


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	2	
М	CLAMP, ANGLE SHOE, SMALL	2	S4387
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	4	S4140

SINGLE PHASE

30° TO 60°



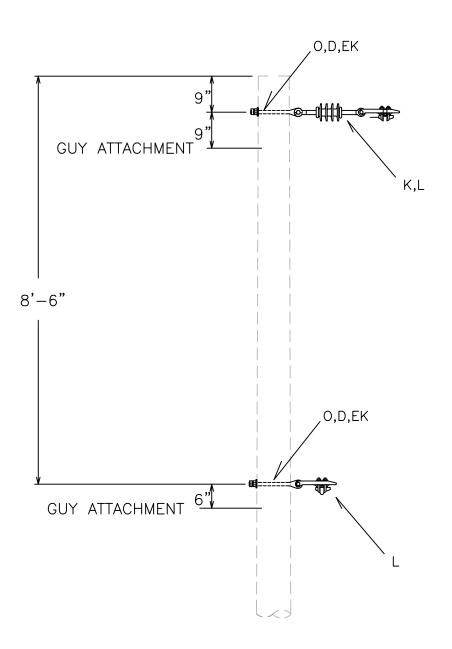


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, SMALL	4	S4380
K	INSULATOR, SUSP'N POLY	4	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

SINGLE PHASE

60° TO 90°



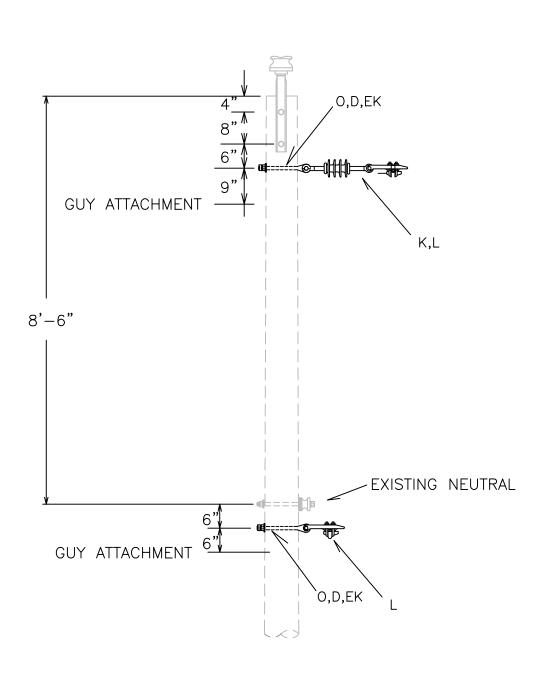


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	2	
L	DÉADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	2	S4205
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	2	S4140

SINGLE PHASE DEADEND



NO. A5

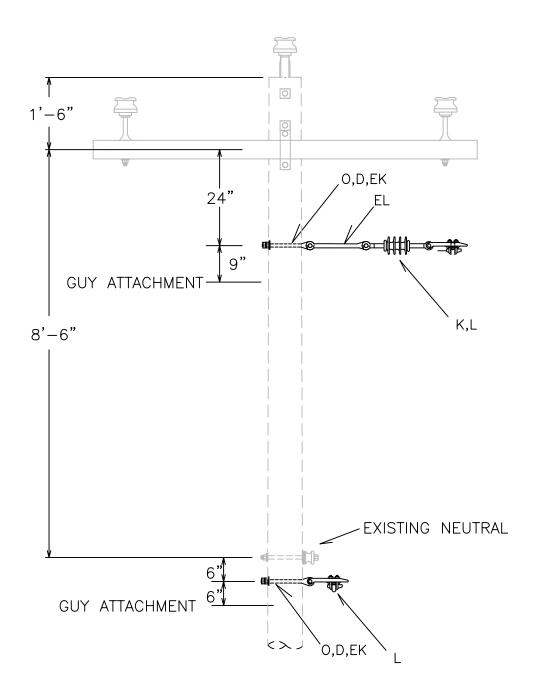


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	2	
L	DÉADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	2	S4205
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	2	S4140

SINGLE PHASE TAP



A5 - 1

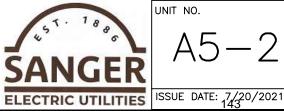


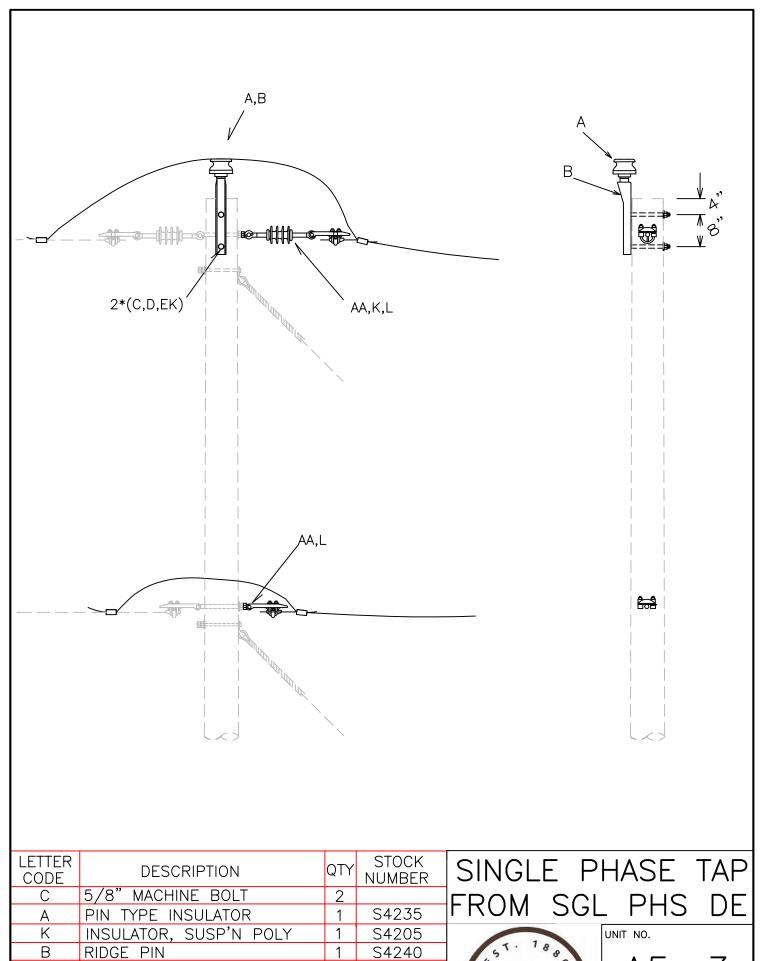
NOTE:

A5-2 ASSEMBLY MAY BE USED WITH B1,B1-1,B7,C1,C1-2,C1-3, C2-1, AND C2-2

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	2	
L	DÉADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	2	S4125
EL	EXTENSION LINK	1	
EK	LOCKNUT 5/8"	2	S4140

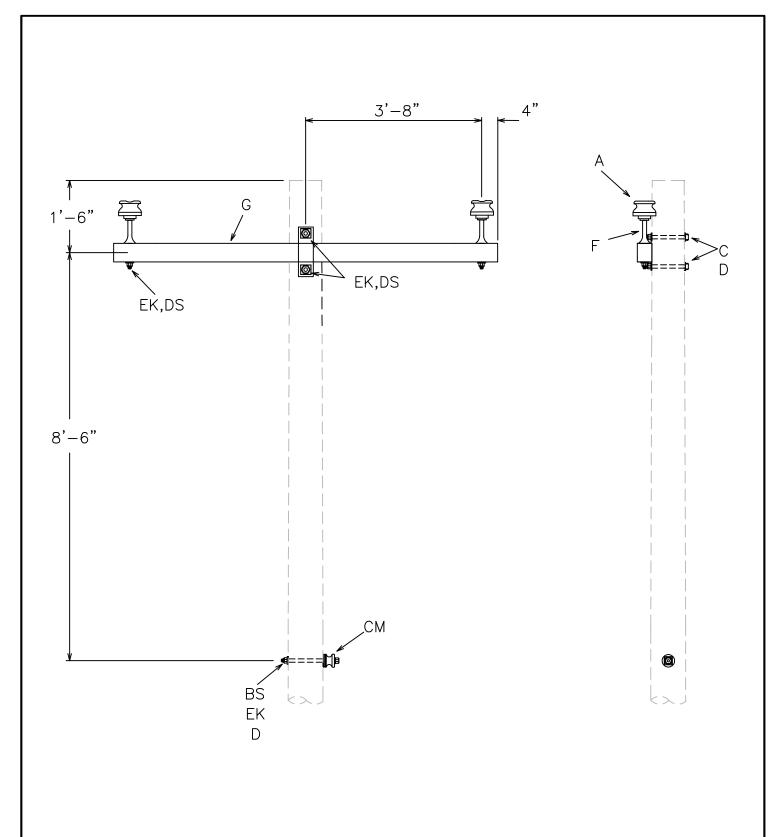
SINGLE PHASE TAP





ı	CODE	DESCRIPTION	QTY	STOCK NUMBER
ı	С	5/8" MACHINE BOLT	2	
ı	Α	PIN TYPE INSULATOR	1	S4235
ı	K	INSULATOR, SUSP'N POLY	1	S4205
ı	В	RIDGE PIN	1	S4240
ı	L	DE SHOE, SMALL	2	S4380
ı	D	CURVED WASHER	2	S4125
ı	AA	5/8" OVAL EYE NUT	2	S4137
ı	ΕK	LOCKNUT 5/8"	2	S4140





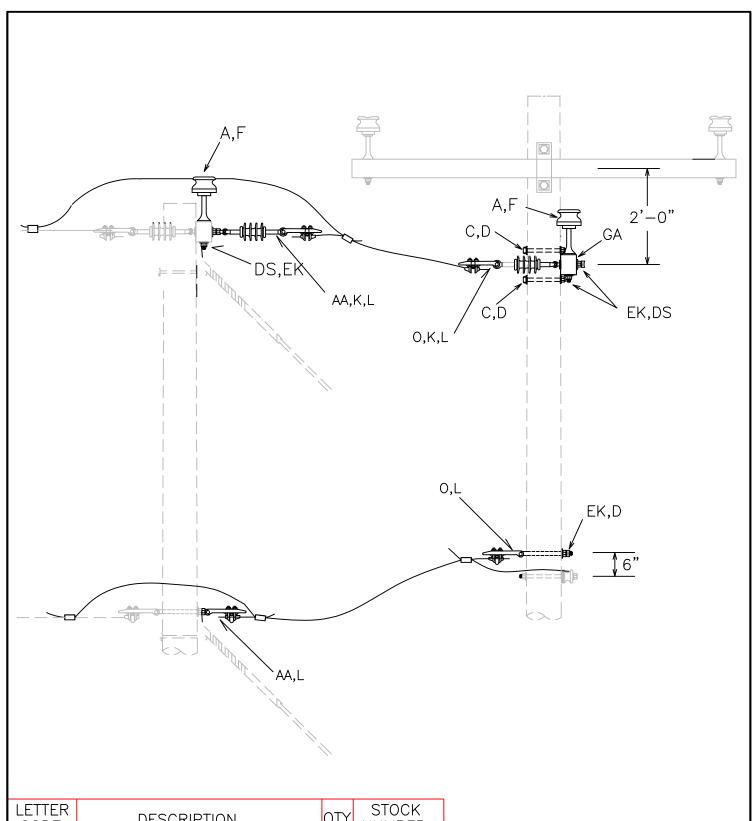
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
С	5/8" MACHINE BOLT	2	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	1	S5600
Α	PIN TYPE INSULATOR	2	S4235
F	CROSSARM PIN LONG SHANK	2	S4236
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	4	S4120
EK	LOCKNUT 5/8"	3	S4140

V-PHASE XARM

0° TO 5°



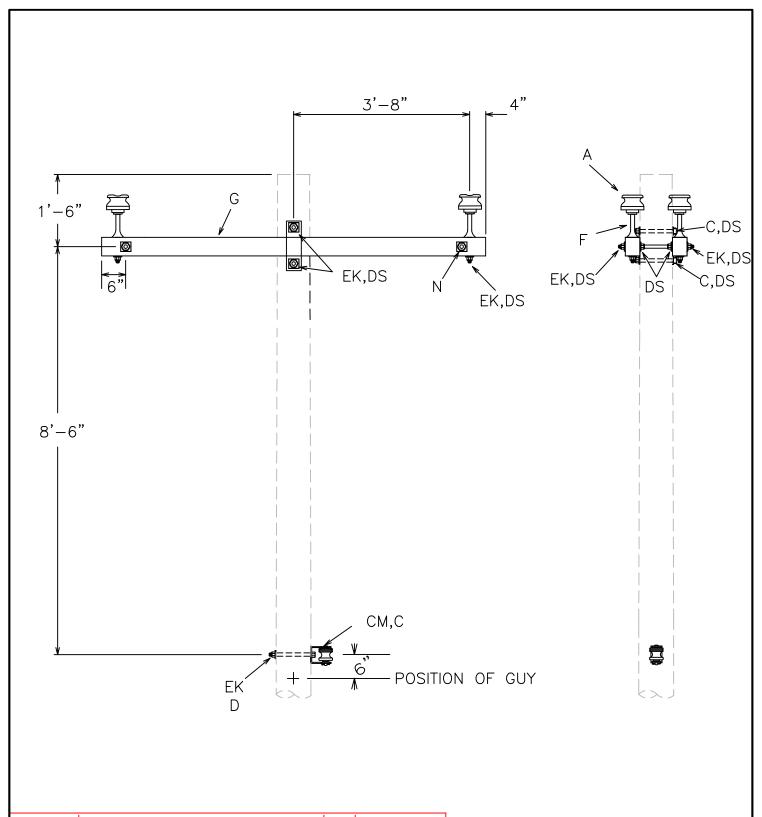
140	<i>J</i> .	
	В	1



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	1	
С	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	4	S4205
GA	8' FIBERGLASS XARM DE	1	S5500
Α	PIN TYPE INSULATOR	3	S4235
F	CROSSARM PIN LONG SHANK	3	S4236
D	CURVED WASHER	3	S4125
L	DEADEND SHOE, SMALL	6	S4380
AA	5/8" OVAL EYE NUT	3	S4137
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

V-PHASE SLACK SPAN TAP





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
N	5/8" DOUBLE ARMING BOLT	2	
С	5/8" MACHINE BOLT	3	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S4600
Α	PIN TYPE INSULATOR	4	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	9	S4140

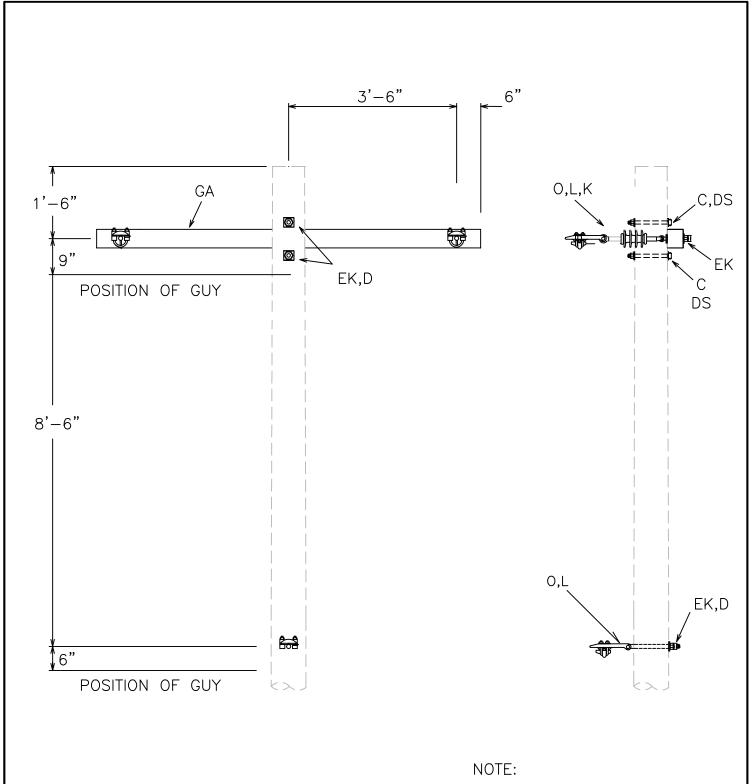
V-PHASE XARM DOUBLE SUPPORT

5° TO 30°
UNIT NO.

SANGER

ELECTRIC UTILITIES ISSUE DA

В2



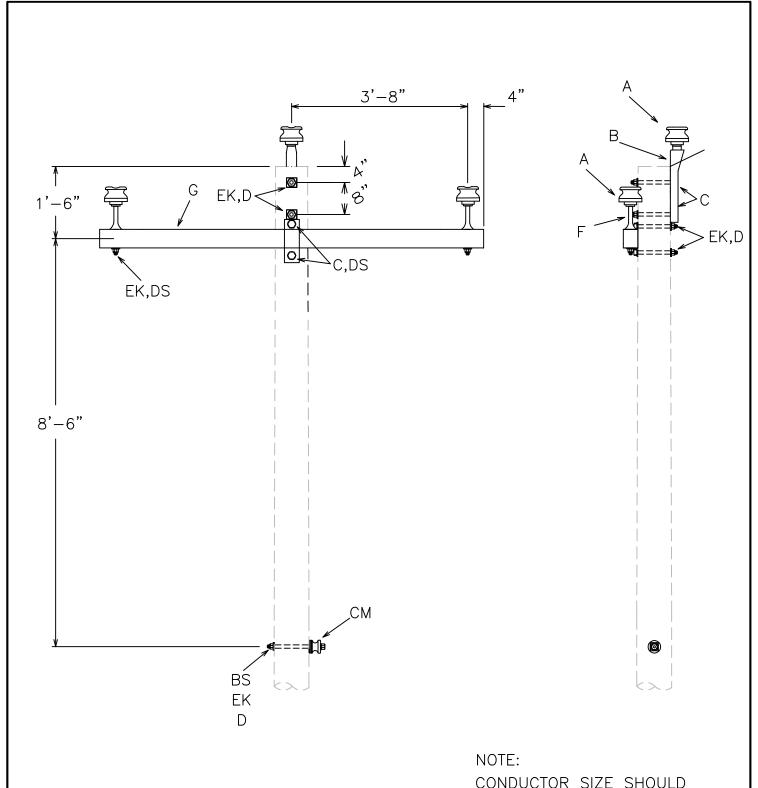
NOTE:
CONDUCTOR SIZE SHOULD
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	1	
С	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	2	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, SMALL	3	S4380
D	CURVED WASHER	5	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	5	S4140

V-PHASE XARM DEADEND



В7



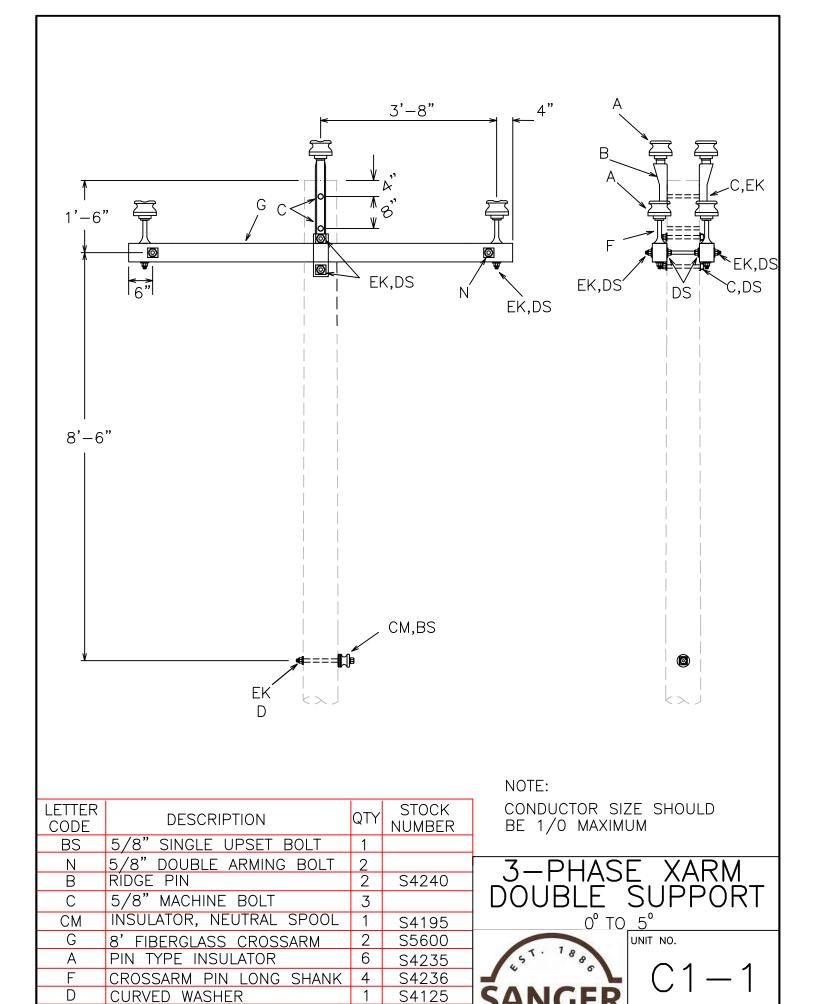
CONDUCTOR SIZE SHOULD BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
С	5/8" MACHINE BOLT	4	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	1	S5600
Α	PIN TYPE INSULATOR	3	S4235
F	CROSSARM PIN LONG SHANK	2	S4236
В	RIDGE PIN	1	S4240
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	4	S4120
EK	LOCKNUT 5/8"	3	S4140

3-PHASE XARM

0° TO 5°





16

S4120

S4140

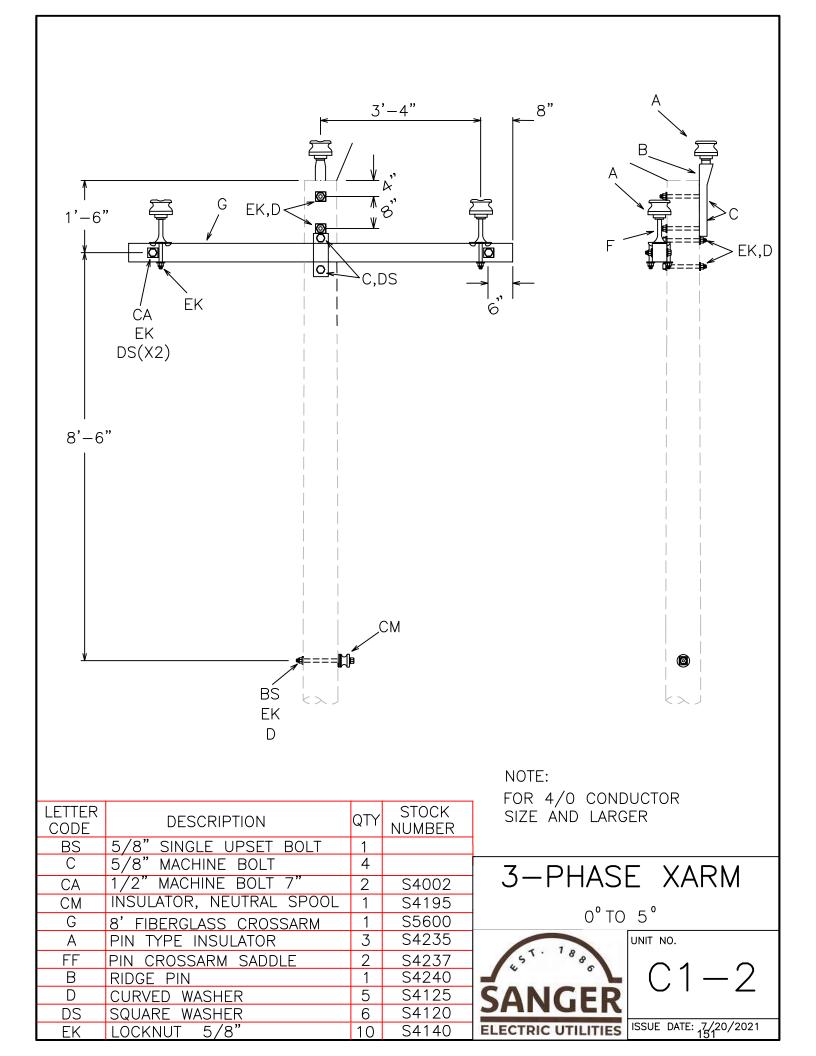
ISSUE DATE: 7/20/2021

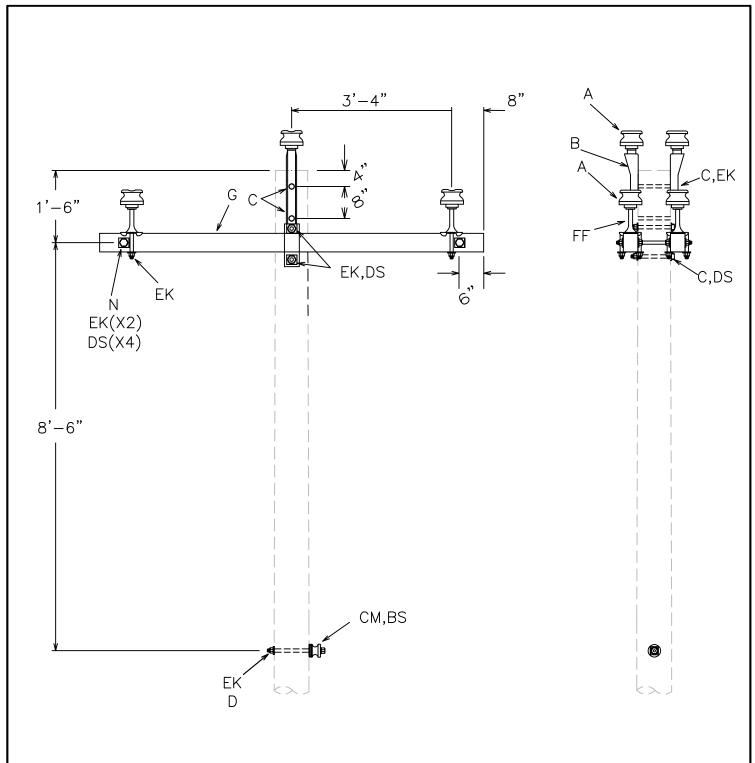
SQUARE WASHER

LOCKNUT

DS

ΕK





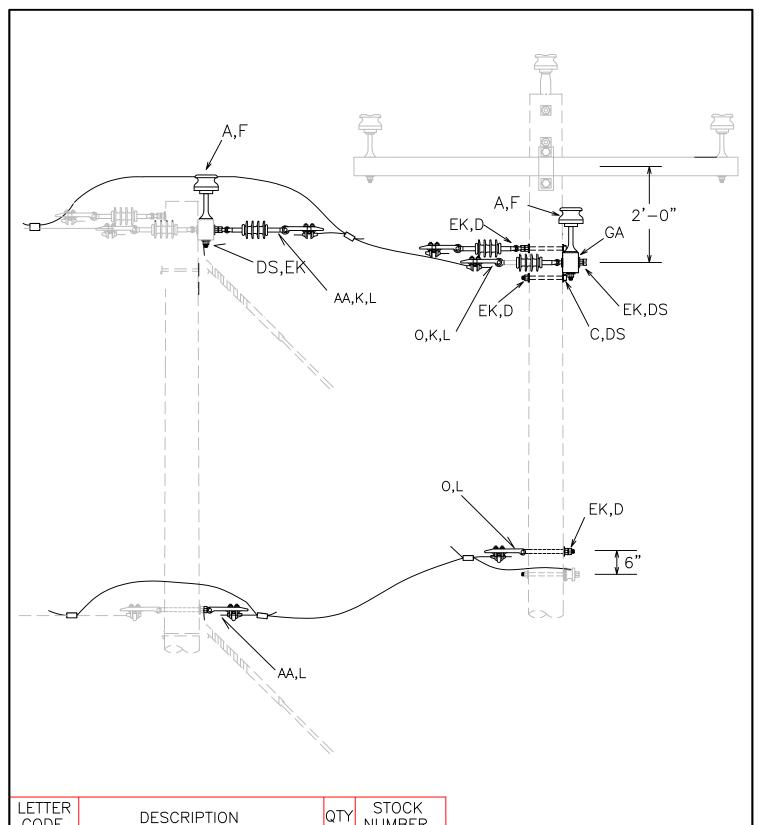
FOR 4/0 CONDUCTOR SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
N	5/8" DOUBLE ARMING BOLT	2	
В	RÍDGE PIN	2	S4240
С	5/8" MACHINE BOLT	3	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S5600
Α	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	4	S4237
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	12	S4120
EK	LOCKNUT 5/8"	13	S4140

3-PHASE XARM DOUBLE SUPPORT O' TO 5'

SANGER

C1 - 3



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	1	
С	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	6	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
Α	PIN TYPE INSULATOR	5	S4235
F	CROSSARM PIN LONG SHANK	5	S4236
D	CURVED WASHER	3	S4125
L	DEADEND SHOE, SMALL	8	S4380
AA	5/8" OVAL EYE NUT	3	S4137
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

3-PHASE SLACK SPAN TAP

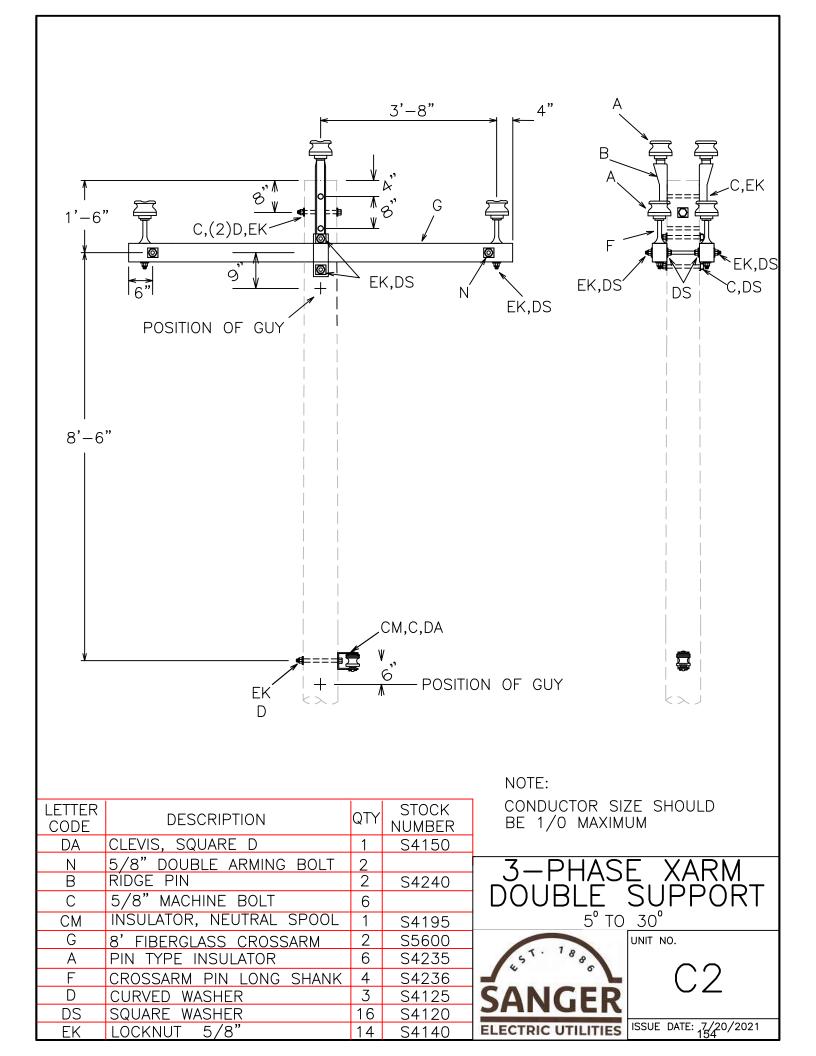


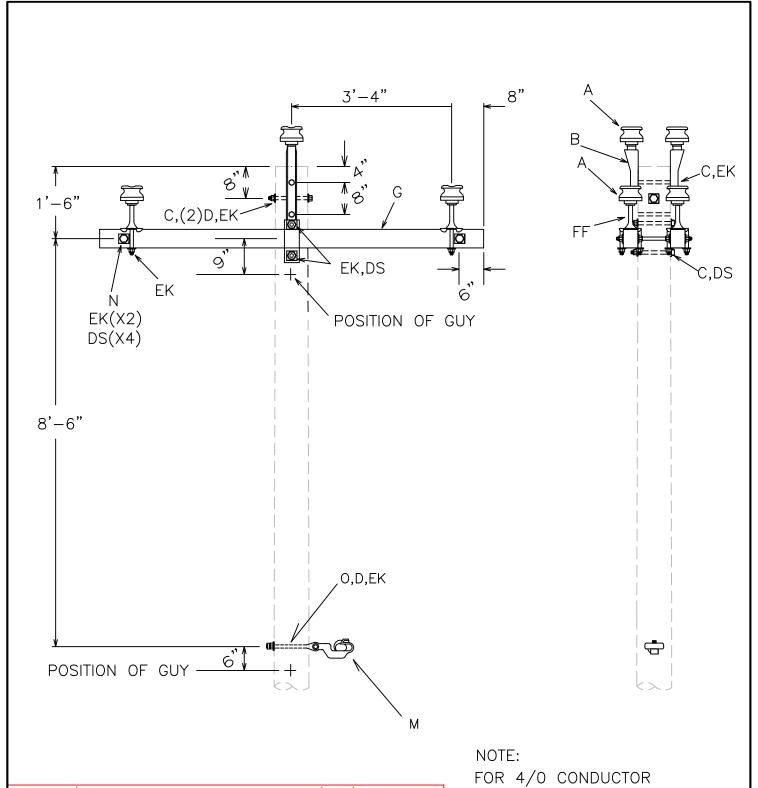
UNIT NO.

C 1

S LACK

ISSUE DATE: 75/20/2021



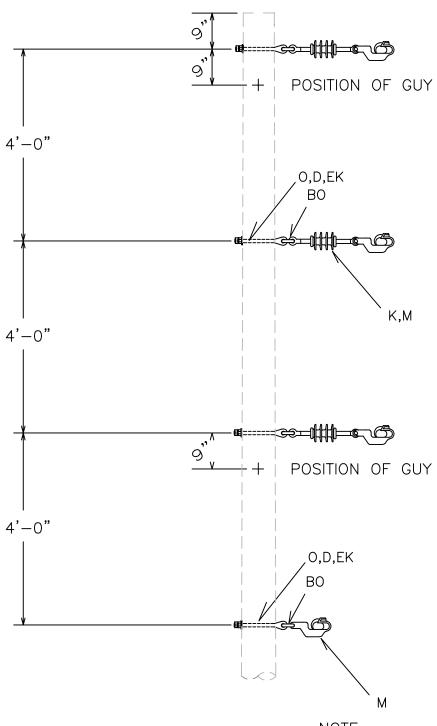


SIZE ÁND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	1	
Ν	5/8" DOUBLE ARMING BOLT	2	
В	RÍDGE PIN	2	S4240
С	5/8" MACHINE BOLT	5	
М	CLAMP, ANGLE SHOE, SMALL	1	S4387
G	8' FIBERGLASS CROSSARM	2	S5600
А	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	4	S4237
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	12	S4120
ΕK	LOCKNUT 5/8"	13	S4140

5° TO 30° UNIT NO.



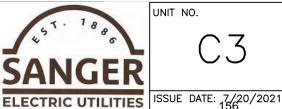


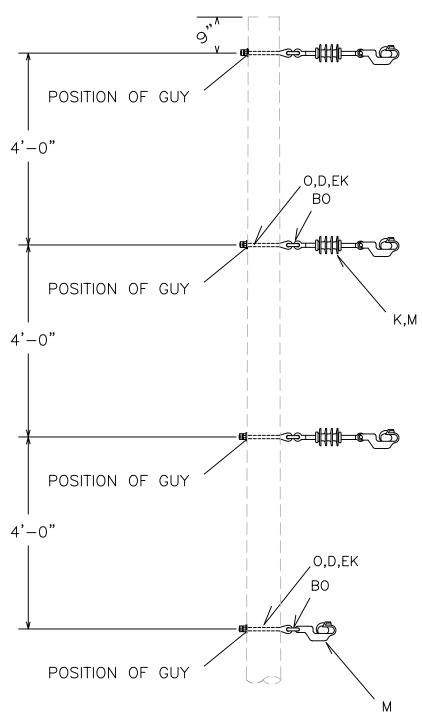
NOTE: CONDUCTOR SIZE SHOULD BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	4	
М	CLAMP, ANGLE SHOE, SMALL	4	S4387
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140
BO	ANCHOR SHACKLE 1/2"	4	

3-PHASE VERTICAL

30° TO 60°



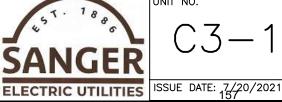


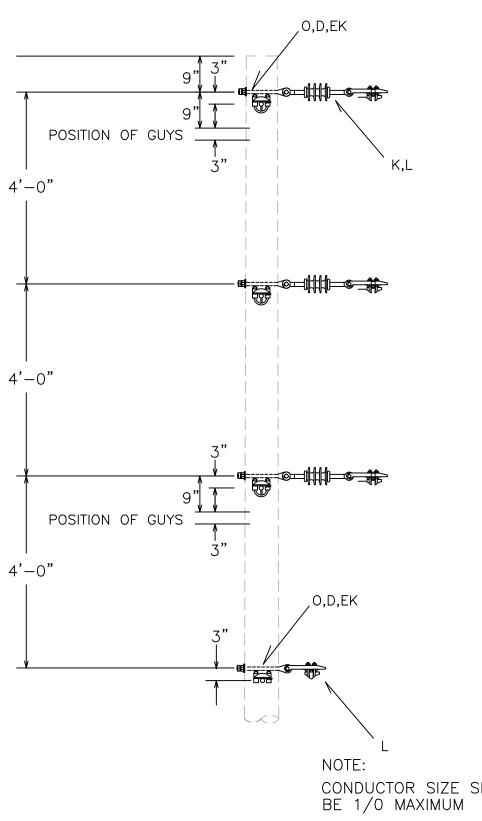
NOTE: CONDUCTOR SIZE SHOULD BE 4/0 AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	4	
М	CLAMP, ANGLE SHOE, SMALL	4	S4387
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140
В0	ANCHOR SHACKLE 1/2"	4	

3-PHASE VERTICAL

30° TO 60°



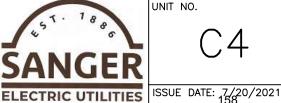


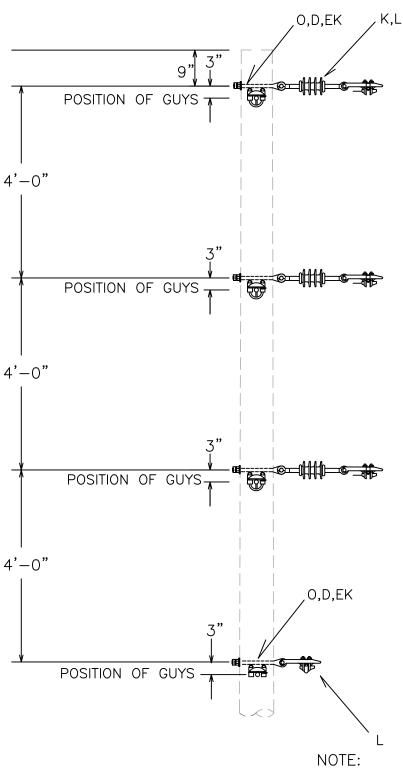
CONDUCTOR SIZE SHOULD

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	8	
L	DEADEND SHOE, SMALL	8	S4380
K	INSULATOR, SUSP'N POLY	6	S4205
D	CURVED WASHER	8	S4125
EK	LOCKNUT 5/8"	8	S4140

3-PHASE VERTICAL

60° TO 90°





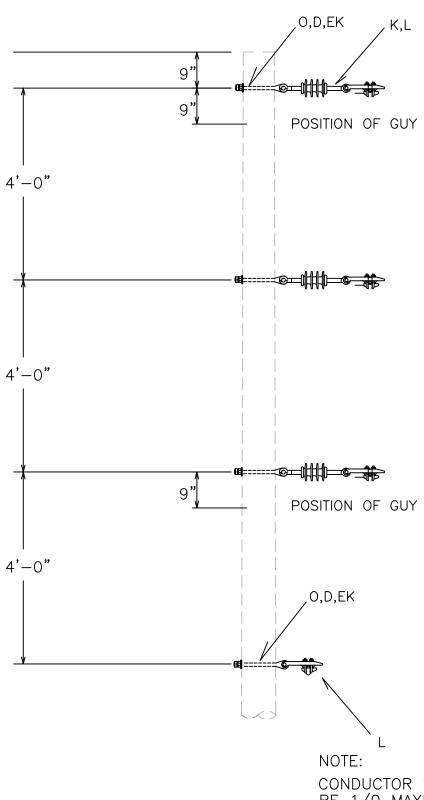
FOR 4/0 CONDUCTOR SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	8	
L	DEADEND SHOE, LARGE	8	S4385
K	INSULATOR, SUSP'N POLY	6	S4205
D	CURVED WASHER	8	S4125
EK	LOCKNUT 5/8"	8	S4140

3-PHASE VERTICAL

60° TO 90°

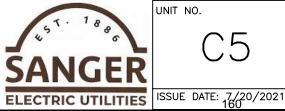


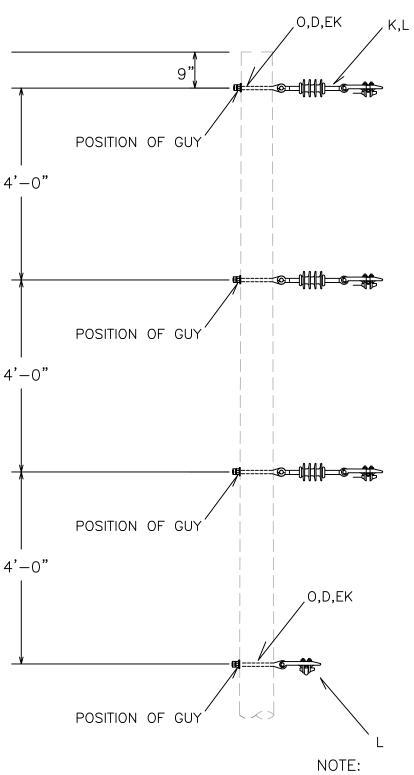


CONDUCTOR SIZE SHOULD BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, SMALL	4	S4380
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

3-PHASE VERTICAL SINGLE DEADEND

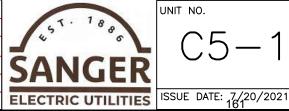


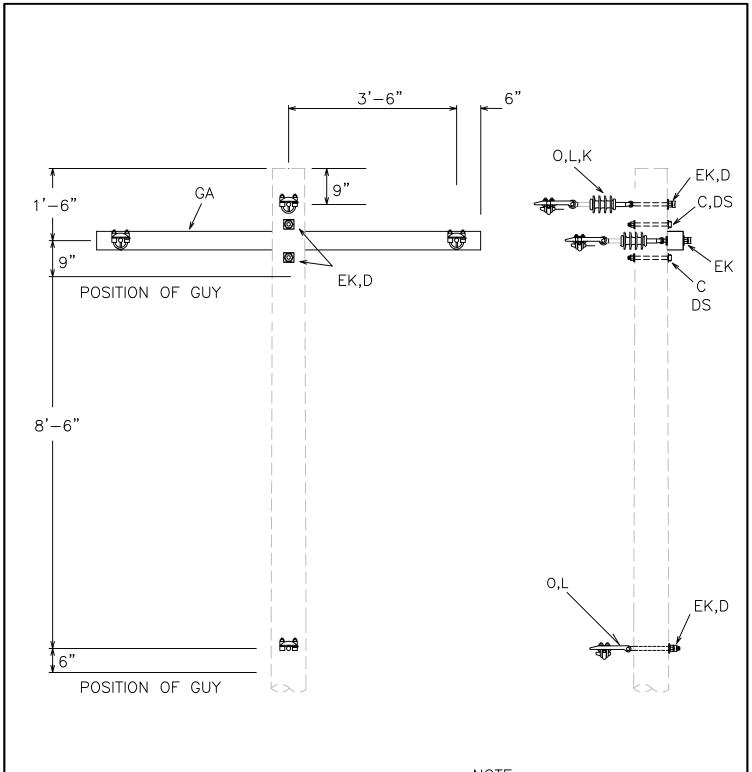


FOR 4/0 CONDUCTOR SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, LARGE	4	S4385
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

3-PHASE VERTICAL SINGLE DEADEND





NOTE: CONDUCTOR SIZE SHOULD BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK L NUMBER
0	5/8" OVAL EYE BOLT	2	
С	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	3	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, SMALL	4	S4380
D	CURVED WASHER	6	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	6	S4140

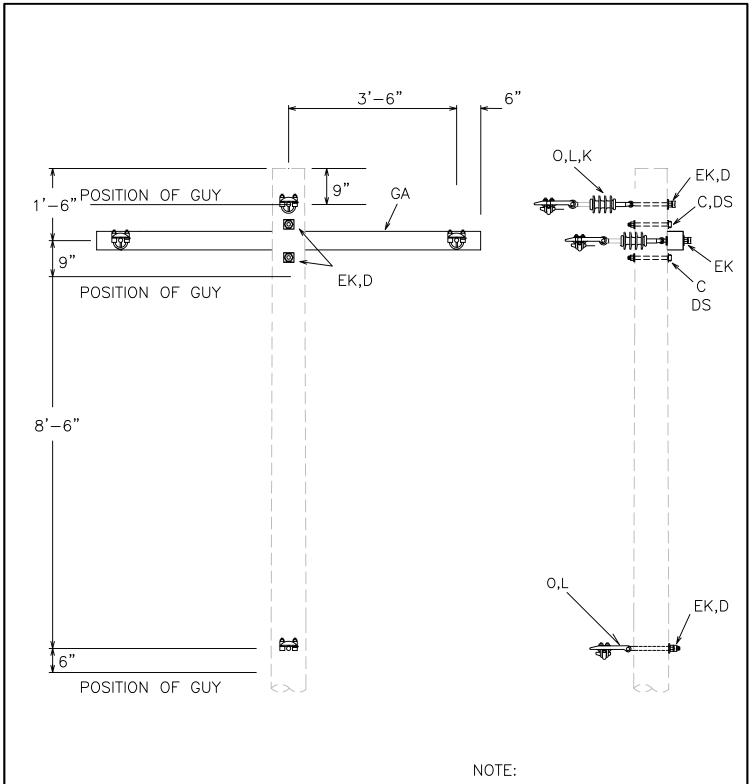
3-PHASE XARM DEADEND



UNIT NO.

C 7

ISSUE DATE: 7/20/2021



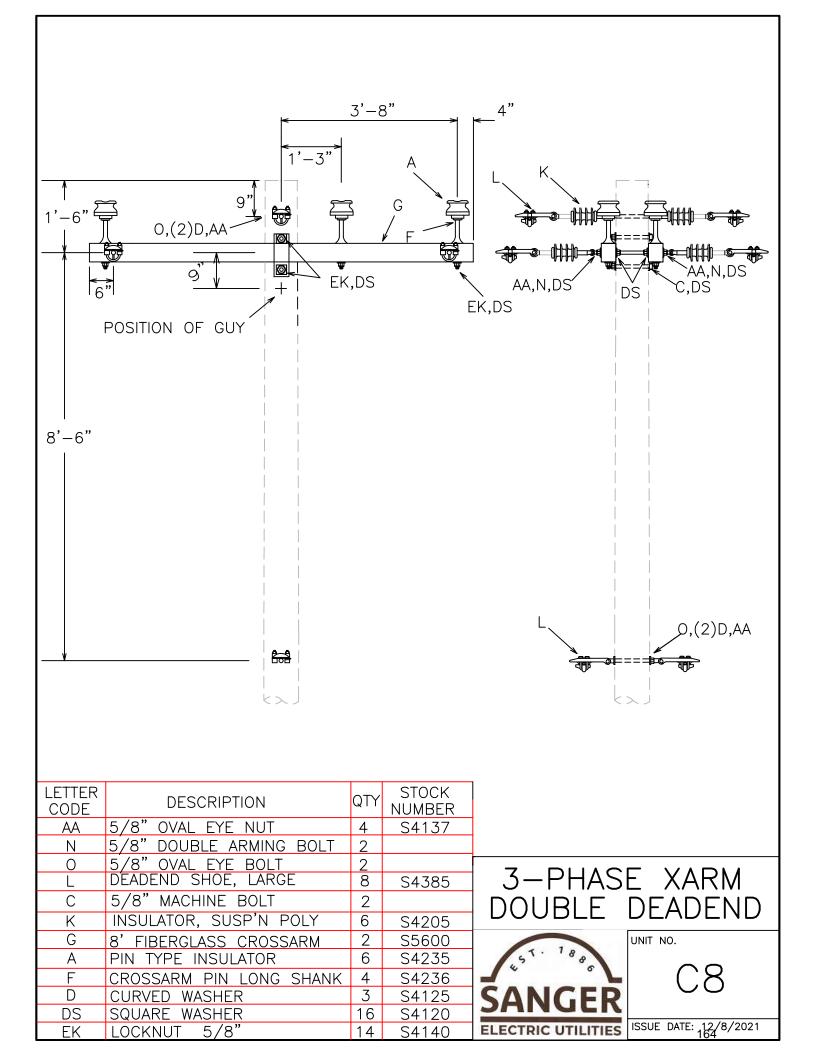
NOTE: FOR 4/0 CONDUCTOR SIZE AND LARGER

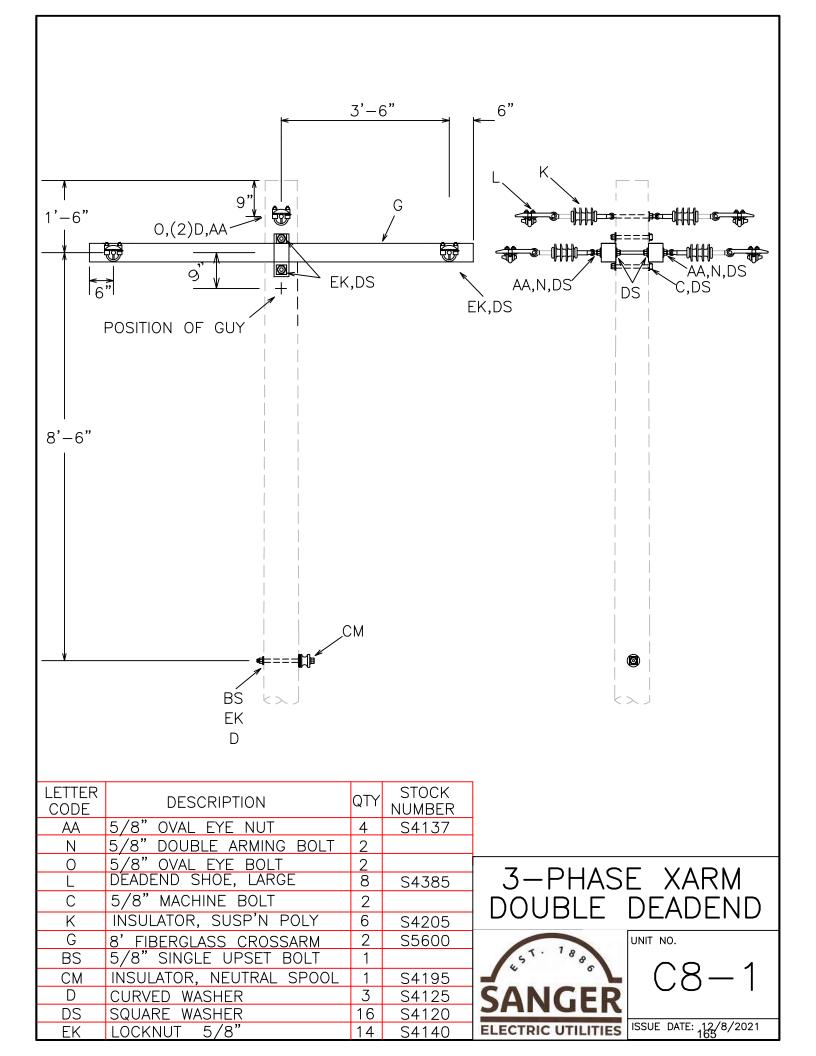
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
CODE	5 /0" OVAL EVE DOLT	-	NOMBLI
Ü	5/8" OVAL EYE BOLT	2	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	3	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, LARGE	4	S4385
D	CURVED WASHER	6	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	6	S4140

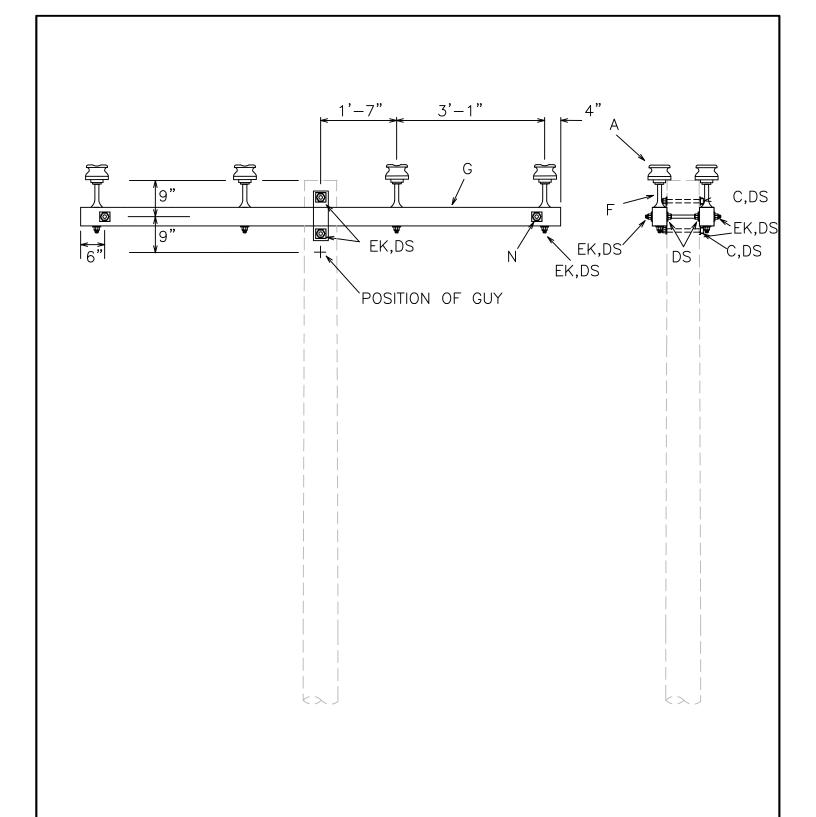
3-PHASE XARM DEADEND



C7 - 1





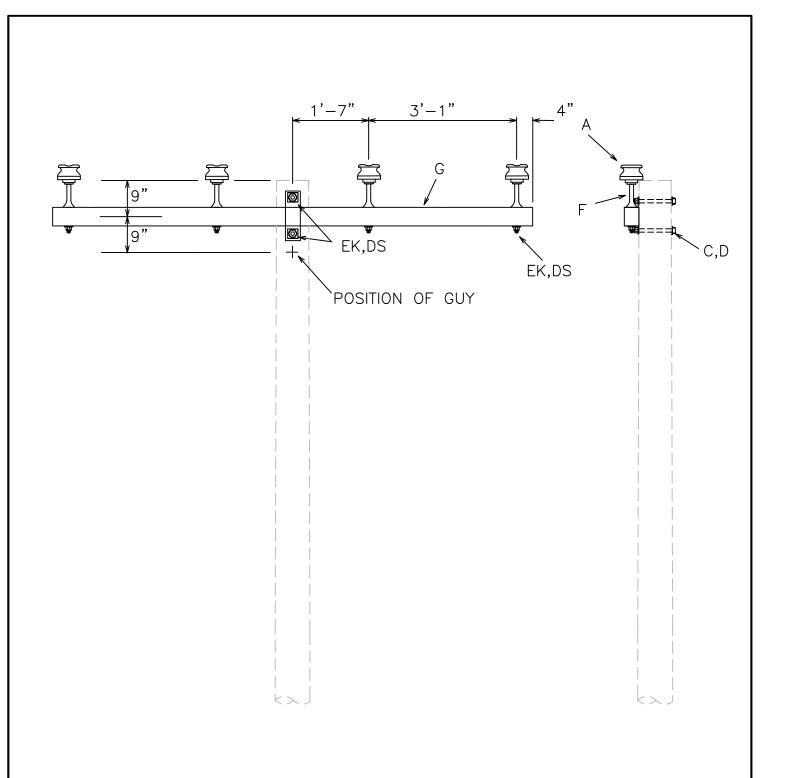


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
N	5/8" DOUBLE ARMING BOLT	2	
С	5/8" MACHINE BOLT	3	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
G	10' FIBERGLASS CROSSARM	2	S5700
Α	PIN TYPE INSULATOR	8	S4235
F	CROSSARM PIN LONG SHANK	8	S4236
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	9	S4140

J PHASE XARM
FLAT DBL SUPPORT

OF TO 5°
UNIT NO.



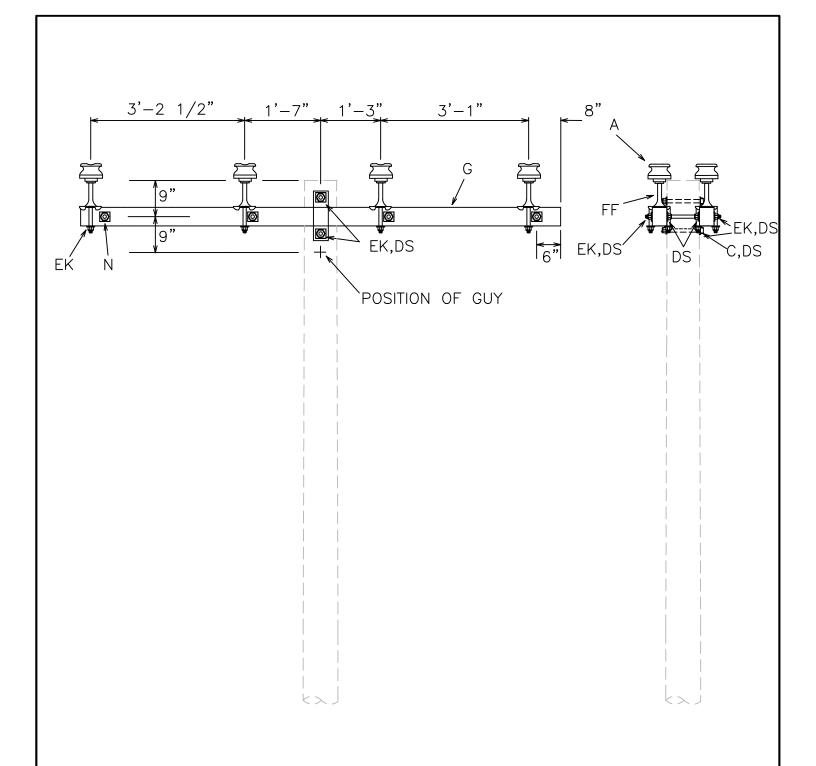


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
С	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	1	S5700
Α	PIN TYPE INSULATOR	4	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	2	S4125
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

FLAT SGL SUPPORT



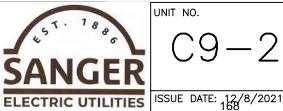
C9 - 1

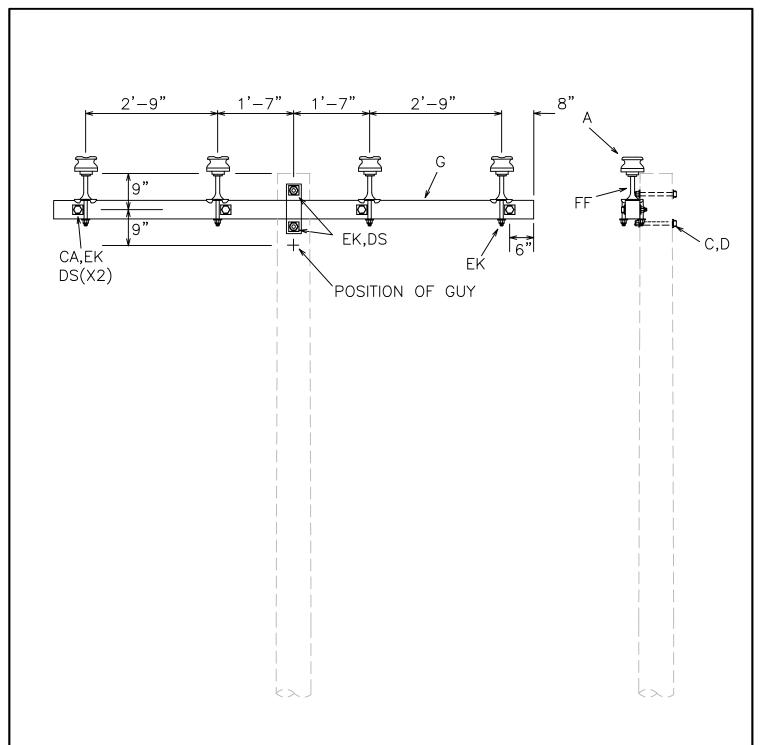


FOR 4/0 CONDUCTOR SIZE ÁND LARGER

LETTED			CTOCK
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
N	5/8" DOUBLE ARMING BOLT	4	
С	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	2	S5700
Α	PIN TYPE INSULATOR	8	S4235
FF	PIN CROSSARM SADDLE	8	S4237
DS	SQUARE WASHER	12	S4120
EK	LOCKNUT 5/8"	18	S4140

DBL S





FOR 4/0 CONDUCTOR SIZE AND LARGER

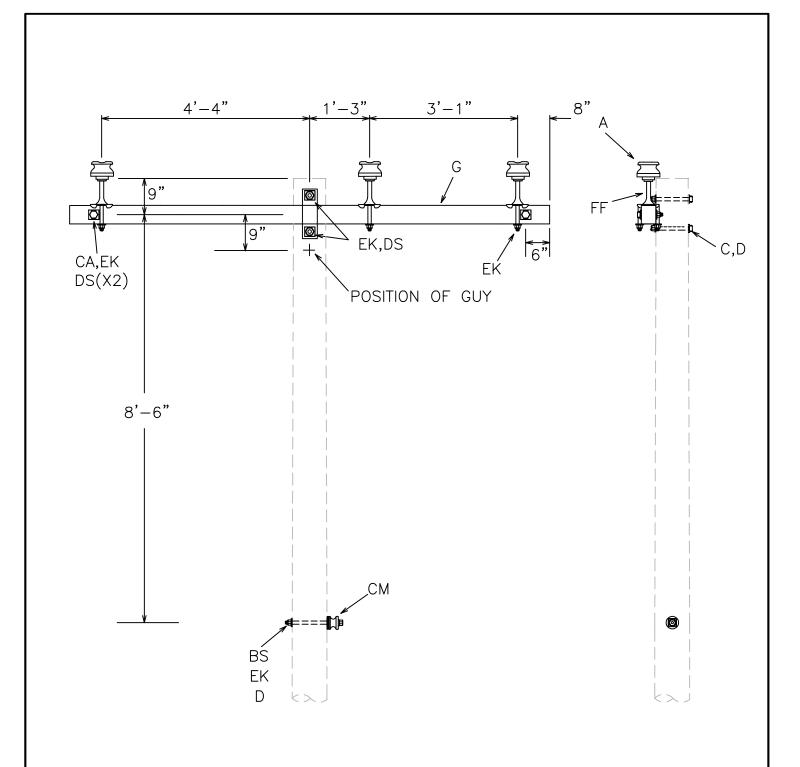
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
CA	1/2" MACHINE BOLT 7"	4	S4002
С	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	1	S5700
Α	PIN TYPE INSULATOR	4	S4235
FF	PIN CROSSARM SADDLE	4	S4237
DS	SQUARE WASHER	10	S4120
EK	LOCKNUT 5/8"	14	S4140
D	CURVED WASHER	2	S4125

J PHASE XARM
FLAT SGL SUPPORT

O' TO 5'
UNIT NO.



C9 - 3



FOR 4/0 CONDUCTOR SIZE AND LARGER

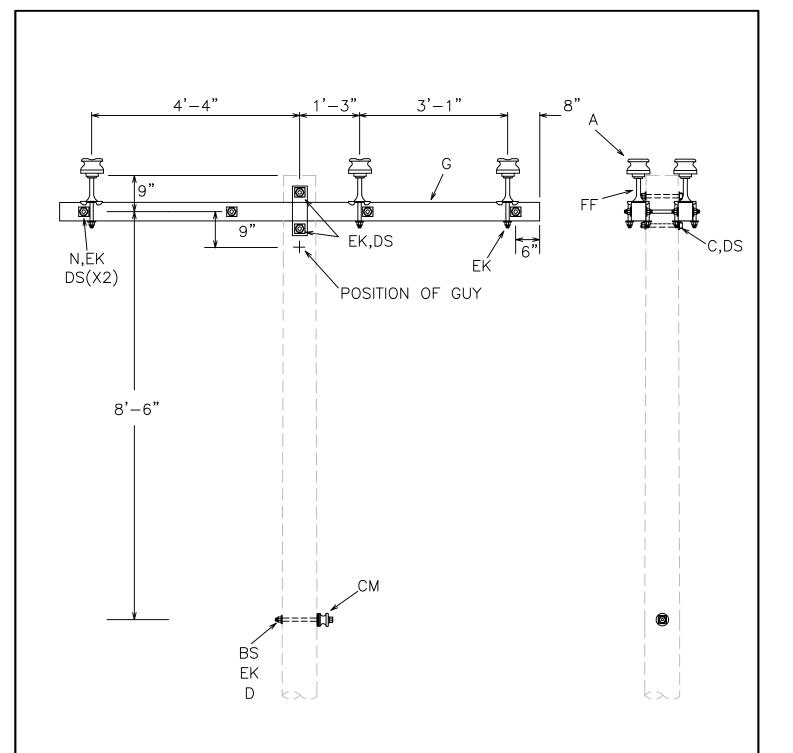
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
CA	1/2" MACHINE BOLT 7"	2	S4002
С	5/8" MACHINE BOLT	2	
BS	5/8" SINGLE UPSET BOLT	1	
G	10' FIBERGLASS CROSSARM	1	S5700
Α	PIN TYPE INSULATOR	3	S4235
FF	PIN CROSSARM SADDLE	3	S4237
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	AR	S4140
D	CURVED WASHER	3	S4125

J PHASE XARM
FLAT SGL SUPPORT

OF TO 5°
UNIT NO.



C10-2



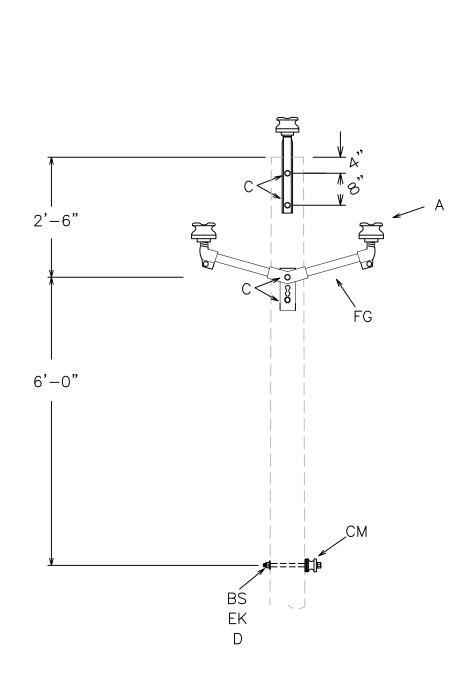
FOR 4/0 CONDUCTOR SIZE ÁND LARGER

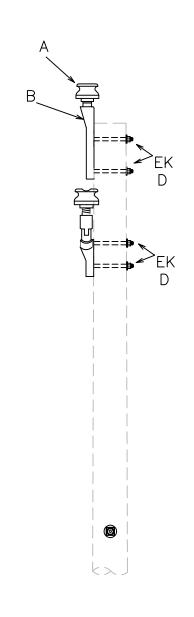
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
N	5/8" DOUBLE ARMING BOLT	4	
С	5/8" MACHINE BOLT	2	
BS	5/8" SINGLE UPSET BOLT	1	
G	10' FIBERGLASS CROSSARM	2	S5700
Α	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	6	S4237
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
DS	SQUARE WASHER	20	S4120
EK	LOCKNUT 5/8"	AR	S4140
D	CURVED WASHER	1	S4125

DOUBLE **SUPPORT**

5° TO 30° UNIT NO.





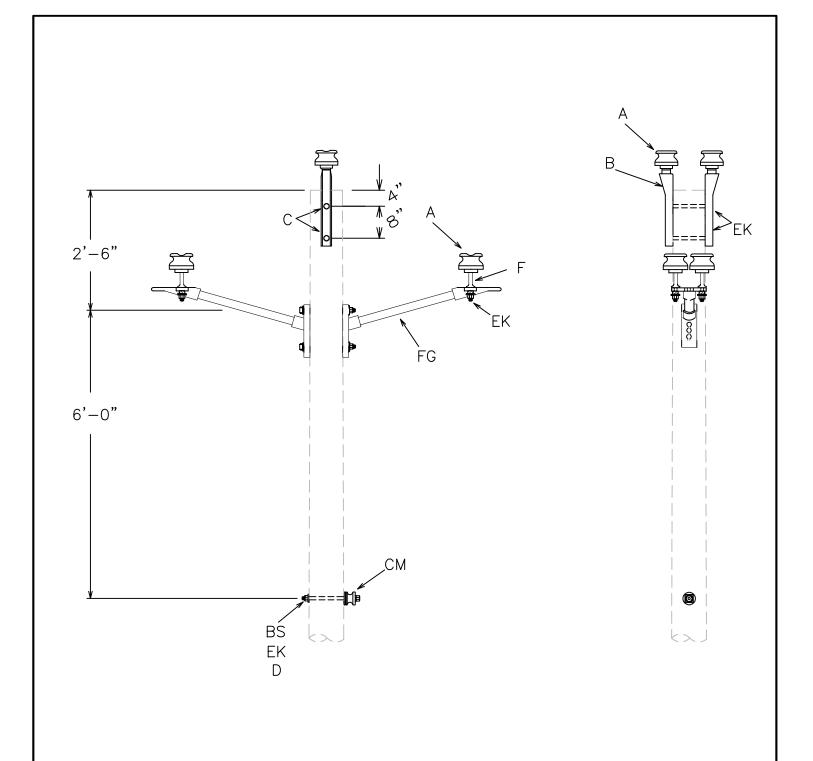


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	_
С	5/8" MACHINE BOLT	4	
А	PIN TYPE INSULATOR	3	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
В	RIDGE PIN	1	S4240
D	CURVED WASHER	5	S4125
FG	FIBERGLASS BRACKET 36" HD	1	S4978
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE ARMLESS CONST 0° TO 5°



CF1

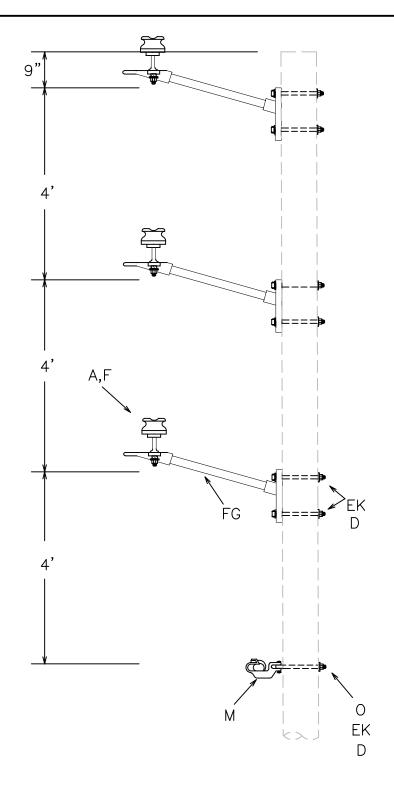


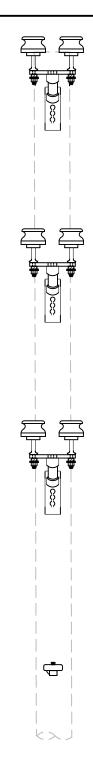
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
F	CROSSARM PIN SHORT SHANK	4	
С	5/8" MACHINE BOLT	4	
Α	PIN TYPE INSULATOR	6	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
В	RIDGE PIN	2	S4240
D	CURVED WASHER	1	S4125
FG	FIBERGLASS BRACKET 3 EAR	2	S
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE ARMLESS CONST DOUBLE <u>SUPPORT</u>



CF1-1



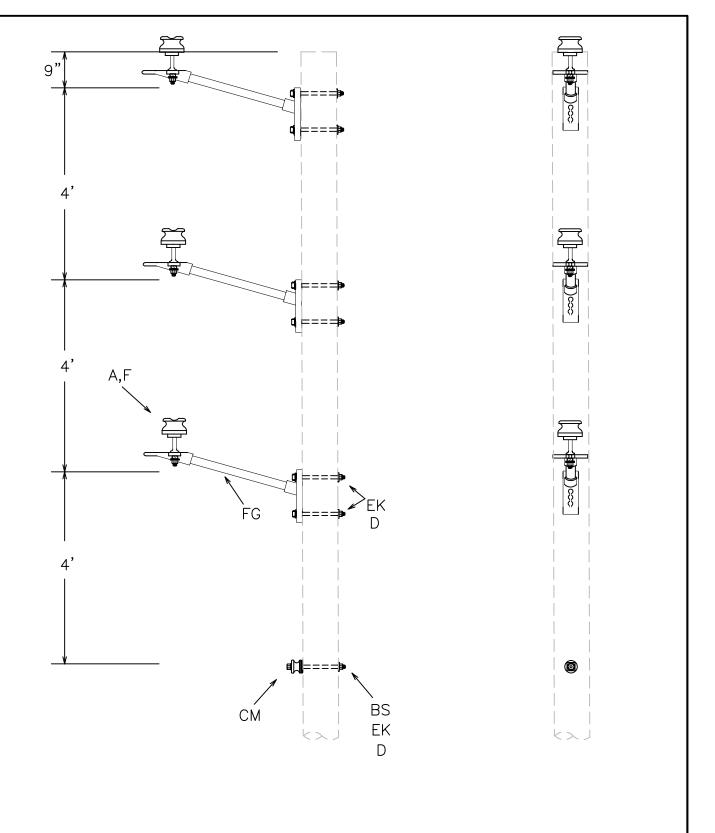


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
0	5/8" OVAL EYE BOLT	1	
С	5/8" MACHINE BOLT	6	
Α	PIN TYPE INSULATOR	6	S4235
М	CLAMP, ANGLE SHOE, SMALL	1	S4387
F	PIN, SHORT SHANK	6	S4238
D	CURVED WASHER	7	S4125
FG	FIBERGLASS BRKT-2 POSITION	3	S4968
EK	LOCKNUT 5/8"	AR	S4140
	·		

3-PHASE VERTICAL CONST 5° TO 30°



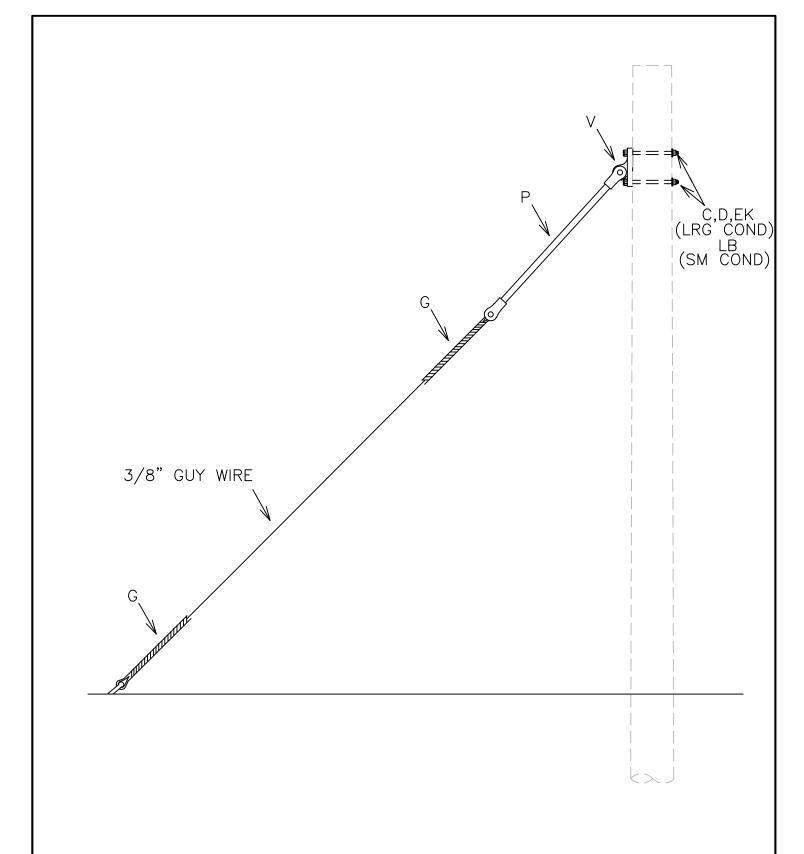
CF1-2V



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
С	5/8" MACHINE BOLT	6	
Α	PIN TYPE INSULATOR	3	S4235
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
F	PIN, SHORT SHANK	3	S4238
D	CURVED WASHER	7	S4125
FG	FIBERGLASS BRKT-1 POSITION	3	S4968
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE VERTICAL CONST O' TO 5°



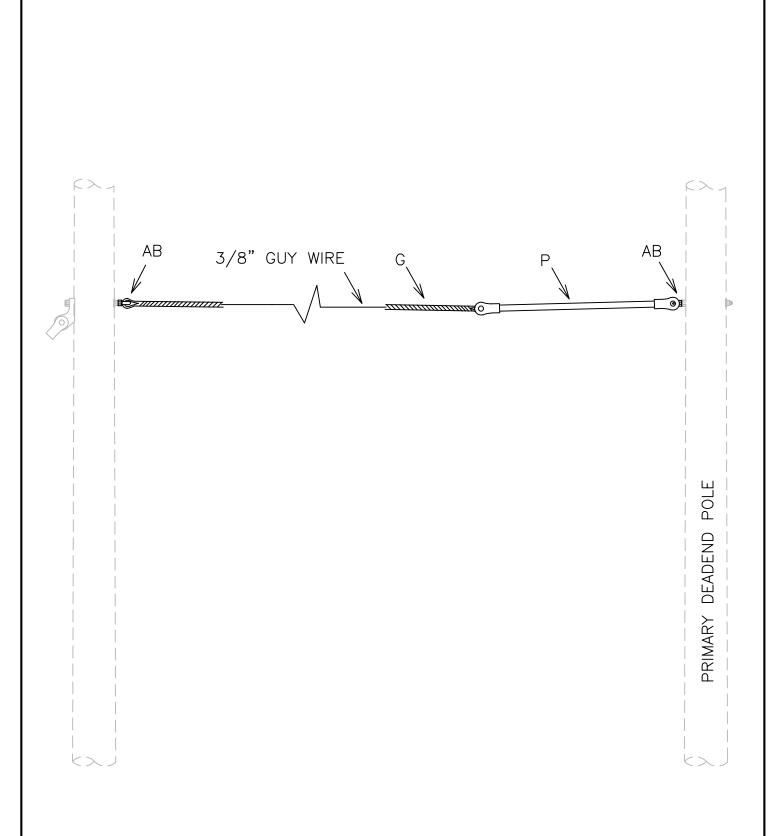


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
V	GUY ATTACHMENT	1	S4170
G	GUY GRIP 3/8"	2	S4210
Р	GUY STRAIN INSULATOR 54"	1	S4202
С	5/8" MACHINE BOLT	2	
D	CURVED WASHER	1	S4125
EK	LOCKNUT 5/8"	AR	S4140
LB	LAG BOLT, LÄRGE	2	S4185

3/8" SINGLE DOWN GUY



E1-2



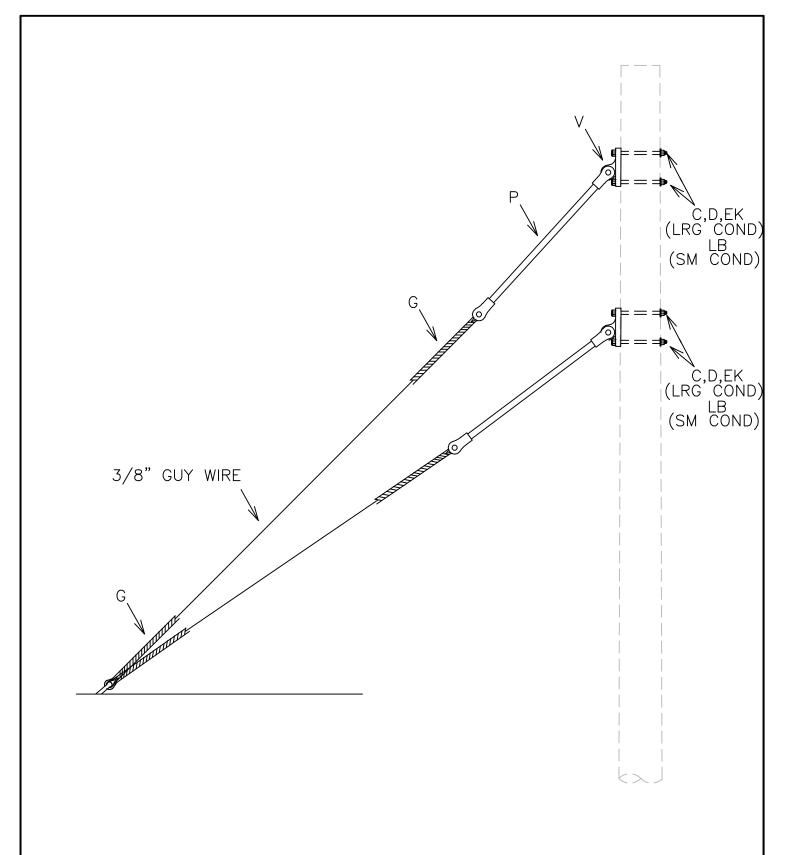
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AB	THIMBLE EYE NUT 5/8"	2	S4138
G	GUY GRIP 3/8"	2	S4210
Р	GUY STRAIN INSULATOR 78"	1	S4203

3/8" SINGLE OVERHEAD GUY



UNIT NO.

E2-2

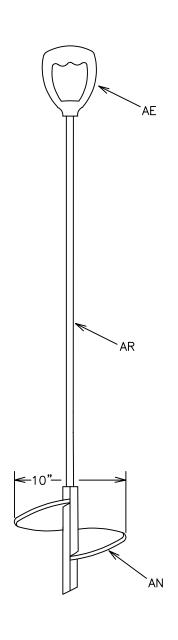


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
V	GUY ATTACHMENT	2	S4170
G	GUY GRIP 3/8"	4	S4210
Р	GUY STRAIN INSULATOR 78"	2	S4203
С	5/8" MACHINE BOLT	4	
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	AR	S4140
LB	LAG BOLT, LARGE	4	S4185

3/8" DOUBLE DOWN GUY

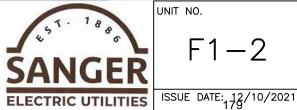


E6-2

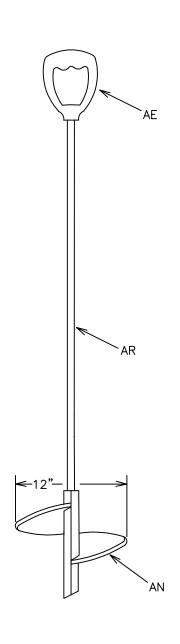


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AN	ANCHOR, TOUGH ONE, 10'	1	S4957
AR	ANCHOR, TOUGH ONE, 10' ANCHOR ROD, 1"	1	S4959
ΑE	TWIN EYENUT 1"	1	

ANCHOR 10" SCREW TYPE

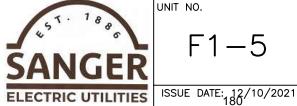


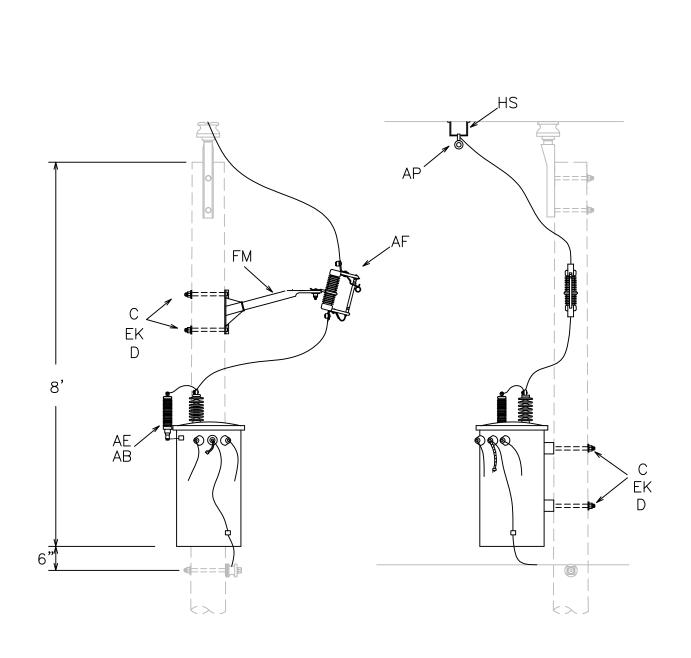
F1 - 2



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AN	ANCHOR, TOUGH ONE, 12'	1	S4958
AR	ANCHOR, TOUGH ONE, 12' ANCHOR ROD, 1"	1	S4959
ΑE	TWIN EYENUT 1"	1	

ANCHOR 12" SCREW TYPE



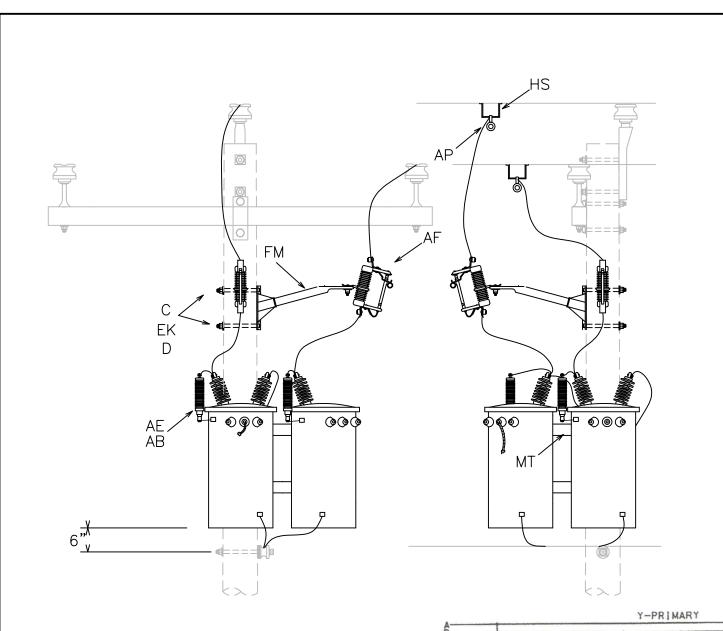


NOTE: FOR CONDUCTORS 4/0 AND LARGER USE LARGE STIRRUP S4090

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FM	BRACKET, FBRGL, SGL, 24"	1	S4968
С	5/8" MACHINE BOLT	4	
AF	CUTOUT, 100 AMP	1	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	1	S5068
AB	ARRESTOR BRACKET	1	S1192
HS	STIRRUP, SMALL	1	S4085
AP	HOTLINE CLAMP	1	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

TRANSFORMER SINGLE PHASE

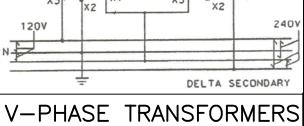




NOTE:

FOR CONDUCTORS 4/0 AND LARGER USE LARGE STIRRUP S4090

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FM	BRACKET, FBRGL, SGL, 24"	2	S4968
С	5/8" MACHINE BOLT	6	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	2	S4935
ΑE	ARRESTOR MOV, 7.65kV MCOV	2	S5068
AB	ARRESTOR BRACKET	2	S1192
HS	STIRRUP, SMALL	2	S4085
AP	HOTLINE CLAMP	2	S4095
D	CURVED WASHER	6	S4125
EK	LOCKNUT 5/8"	AR	S4140

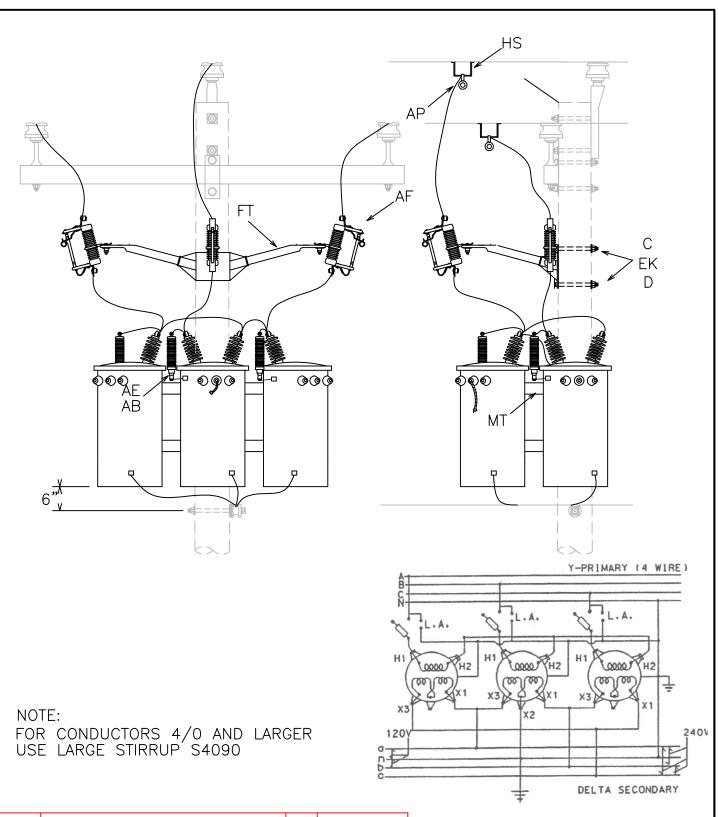


V-PHASE TRANSFORMERS 120/240V OPEN DELTA



G210

ISSUE DATE: 1/26/2022

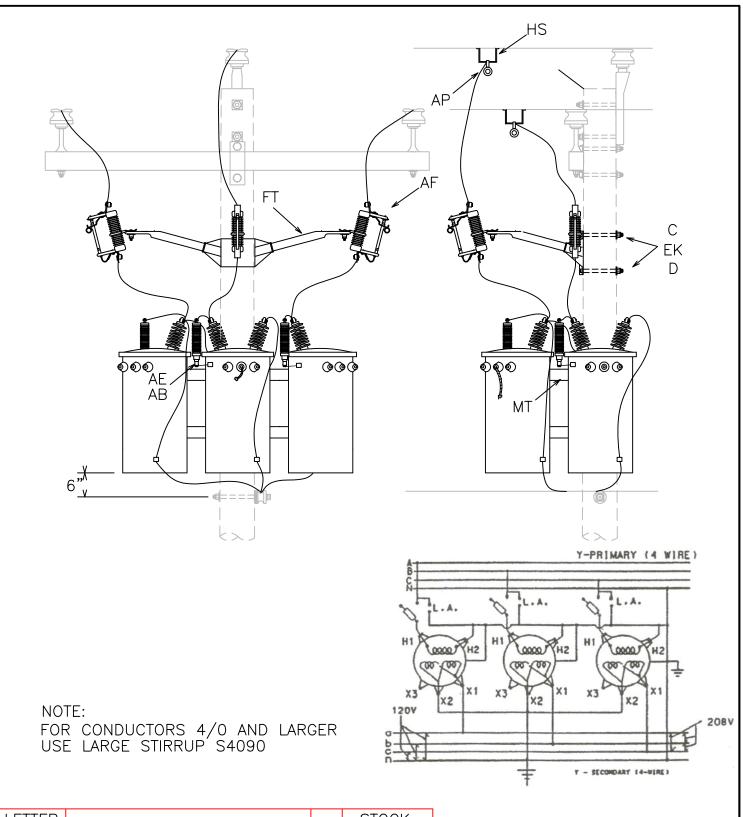


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3—PHASE	1	S4970
С	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
ΑE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE TRANSFORMERS
120/240V CLOSED DELTA



G310

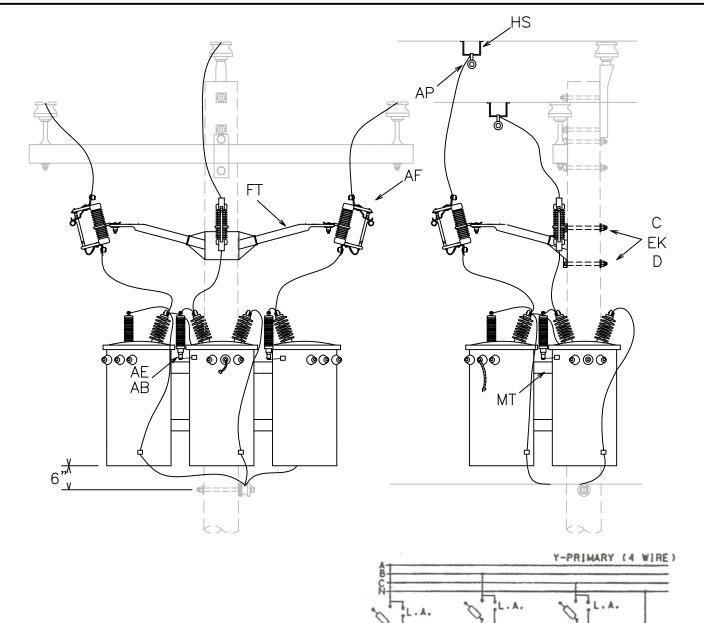


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
С	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
ΑE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE TRANSFORMERS 120/208 Y-Y

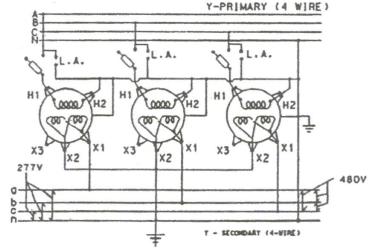


G312



NOTE:

FOR CONDUCTORS 4/0 AND LARGER USE LARGE STIRRUP S4090



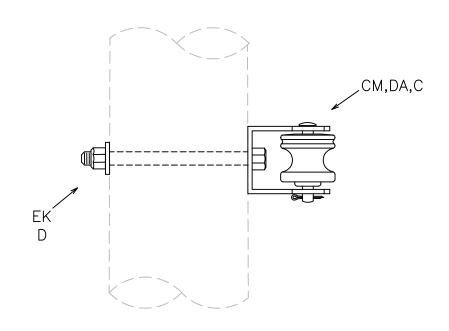
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
С	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
ΑE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE TRANSFORMERS 277/480V Y-Y



UNIT NO.

G314



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
С	5/8" MACHINE BOLT	1	
СМ	INSULATOR, NEUTRAL SPOOL	1	S4195
D	CURVED WASHER	1	S4125
EK	LOCKNUT 5/8"	1	S4140

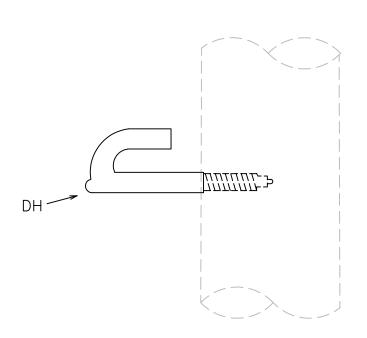
SECONDARY CLEVIS



UNIT NO.

J10

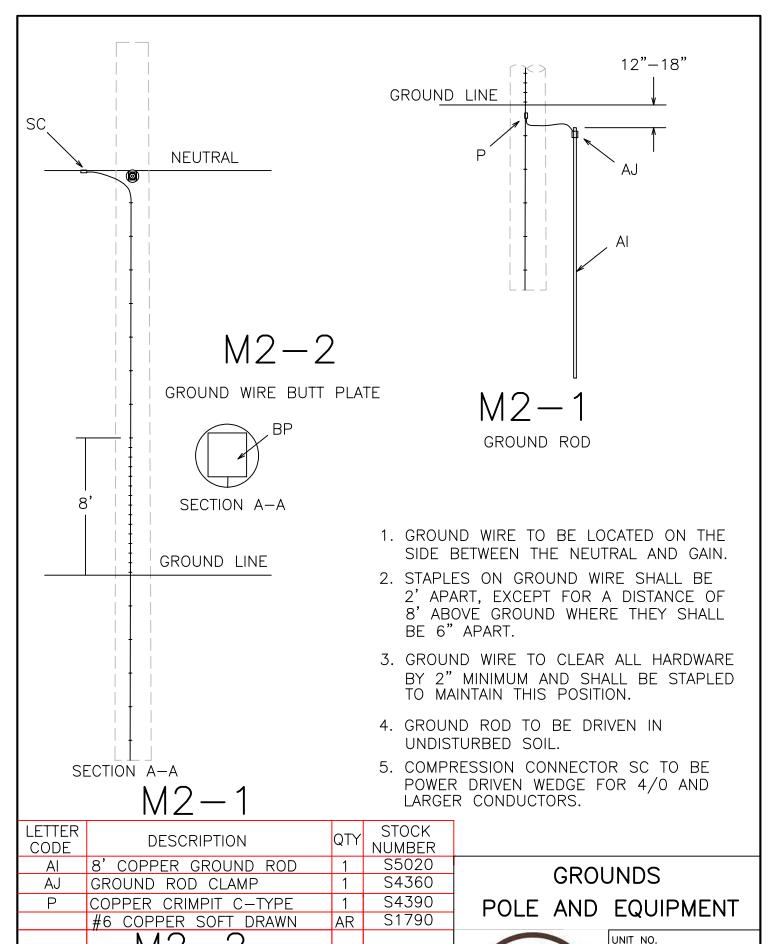
ISSUE DATE: 11/28/2022



NOTE:

FOR 1/0 TWIST WIRE SIZE MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER	POLE SERVICE
DH	DRIVE HOOK	1	S4180	ATTACHMENT
				UNIT NO.
				SANGER K14
				ELECTRIC UTILITIES ISSUE DATE: 2/25/2022



S4160

S4248

S1790

ΔR

GALVANIZED STAPLES

COMPRESSION CONNECTOR

#6 COPPER SOFT DRAWN

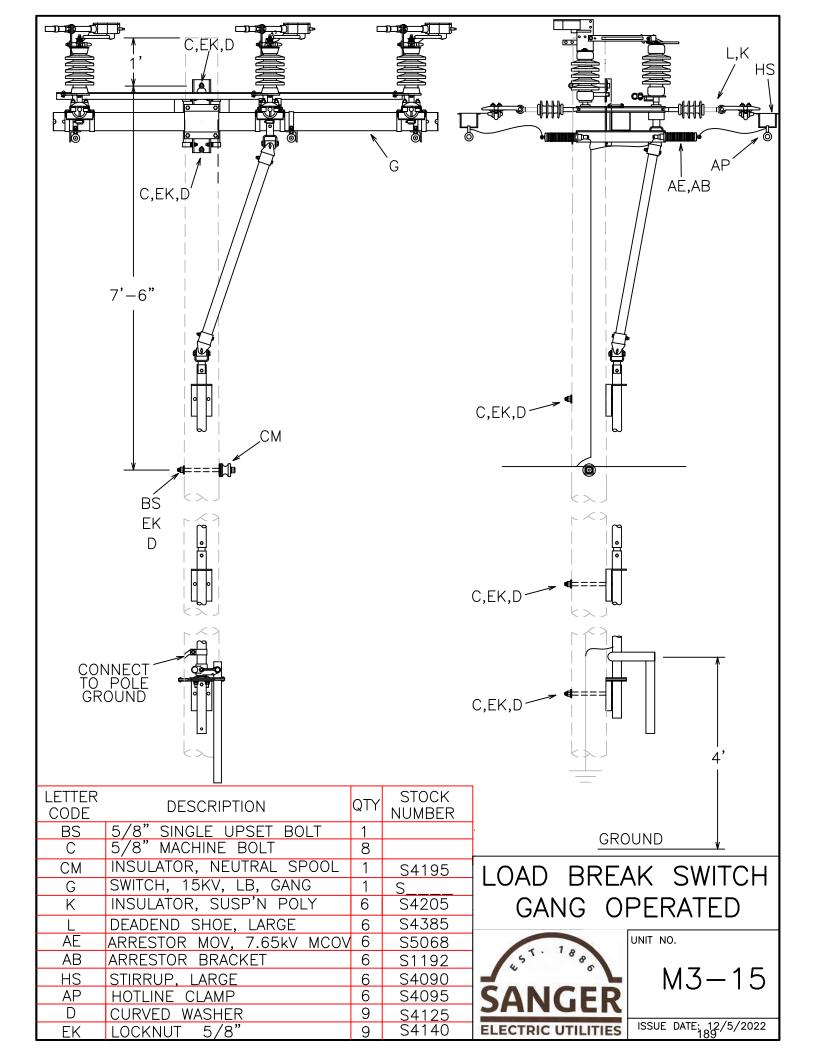
BUTT GROUNDING PLATE

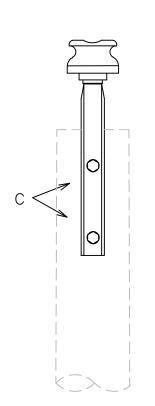
SC

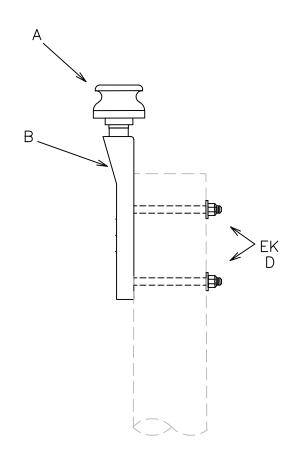
BP

51. 188	ľ
3, 12, 1	
SANGER	
ELECTRIC UTILITIES	

M2-1 M2-2







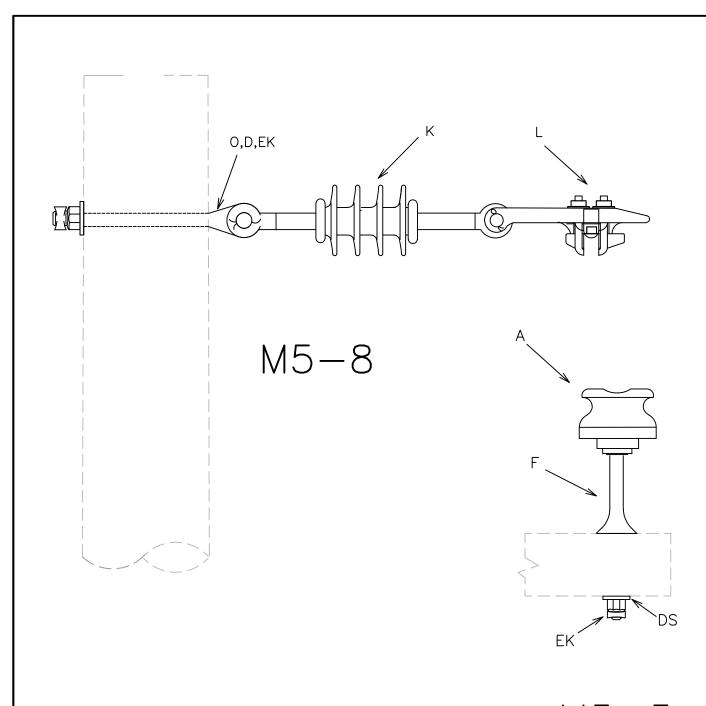
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
С	5/8" MACHINE BOLT	2	
Α	PIN TYPE INSULATOR	1	S4235
В	RIDGE PIN	1	S4240
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	AR	S4140

RIDGE PIN & INSULATOR



UNIT NO.

M5-2



M5 - 5

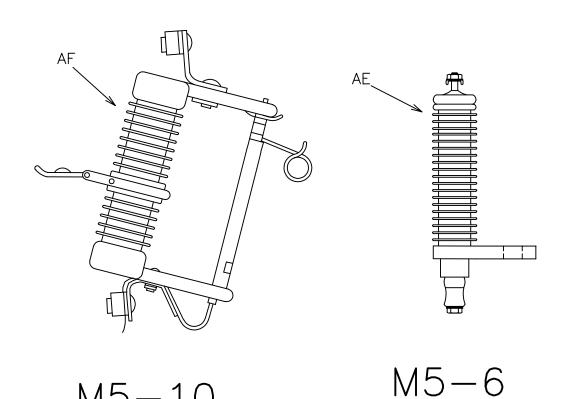
M5 - 5

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
Α	PIN TYPE INSULATOR	1	S4235
F	CROSSARM PIN LONG SHANK	1	S4236
DS	SQUARE WASHER	1	S4120
EK	LOCKNUT 5/8"	1	S4140
	M5-8		
0	5/8" OVAL EYE BOLT	1	
L	DEADEND SHOE, SMALL	1	S4380
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	1	S4125
ΓV	LOCKNIT 5/8"	1	S4140

INSULATOR PIN & CROSSARM



M5-5 M5-8



M5 - 6

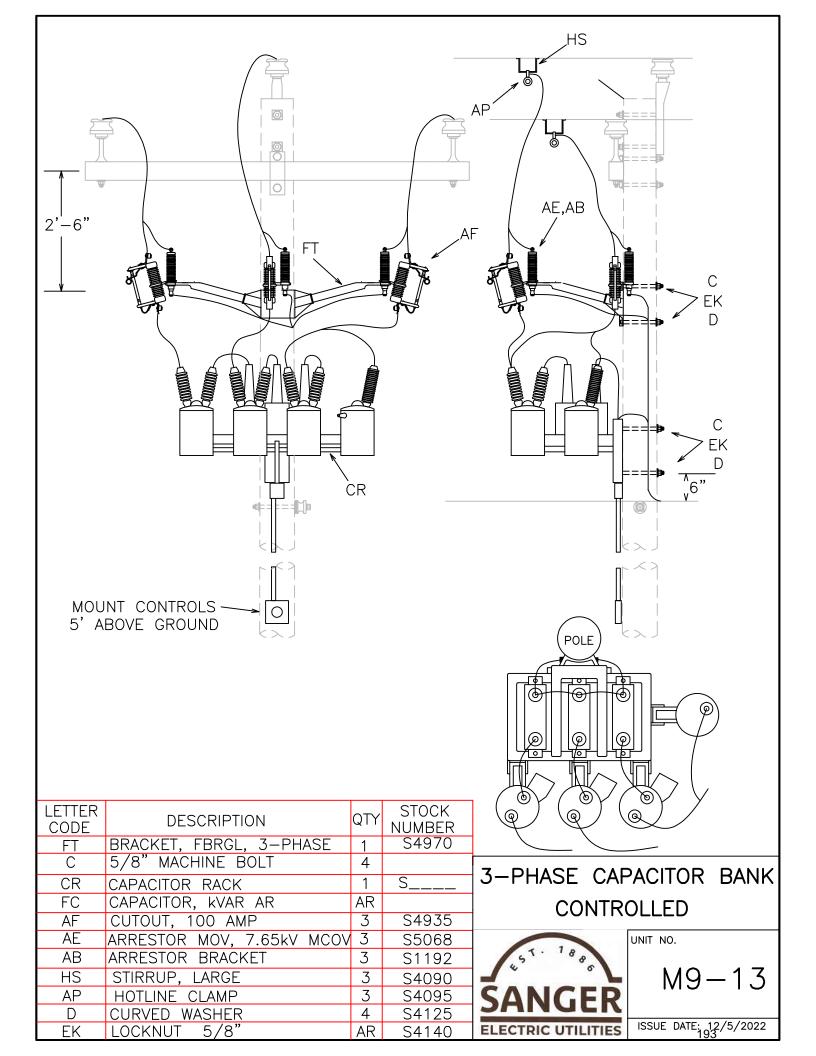
M5 - 10

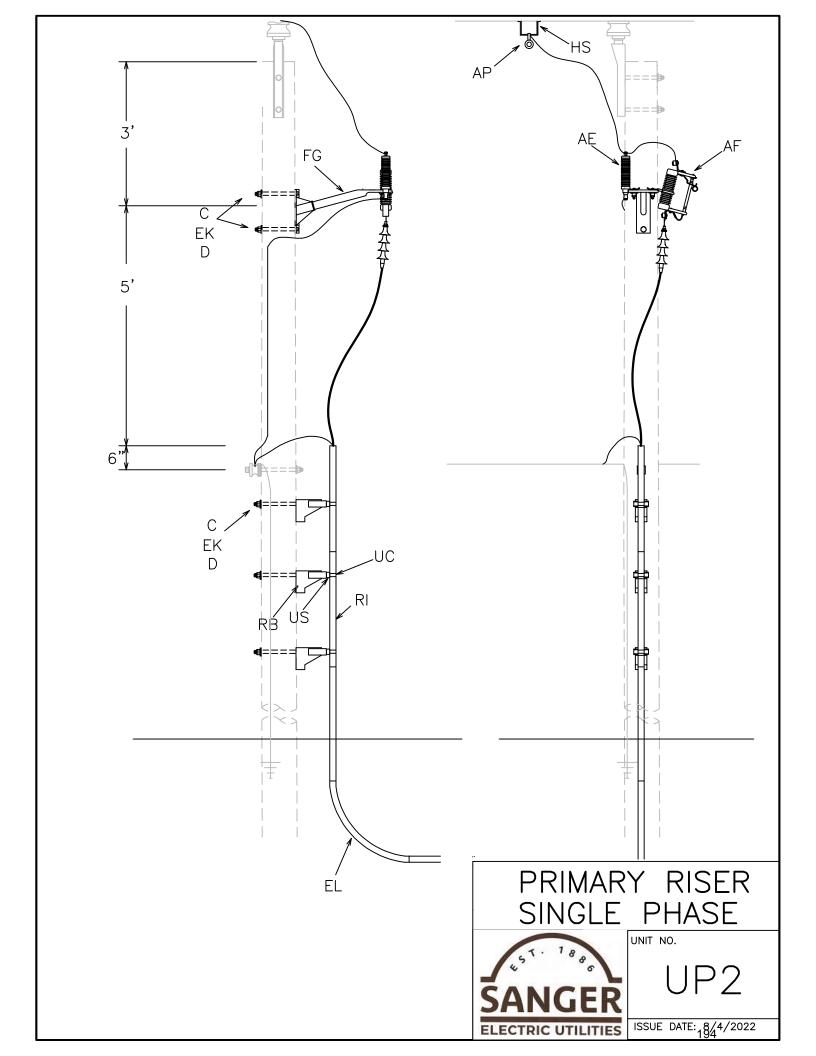
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
ΑE	ARRESTOR MOV, 7.65kV MCOV	1	S5069
	M5 - 10		
AF	CUTOUT, 100 AMP	1	S4935

ARRESTOR CUTOUT



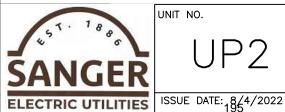
M5-6 M5-10

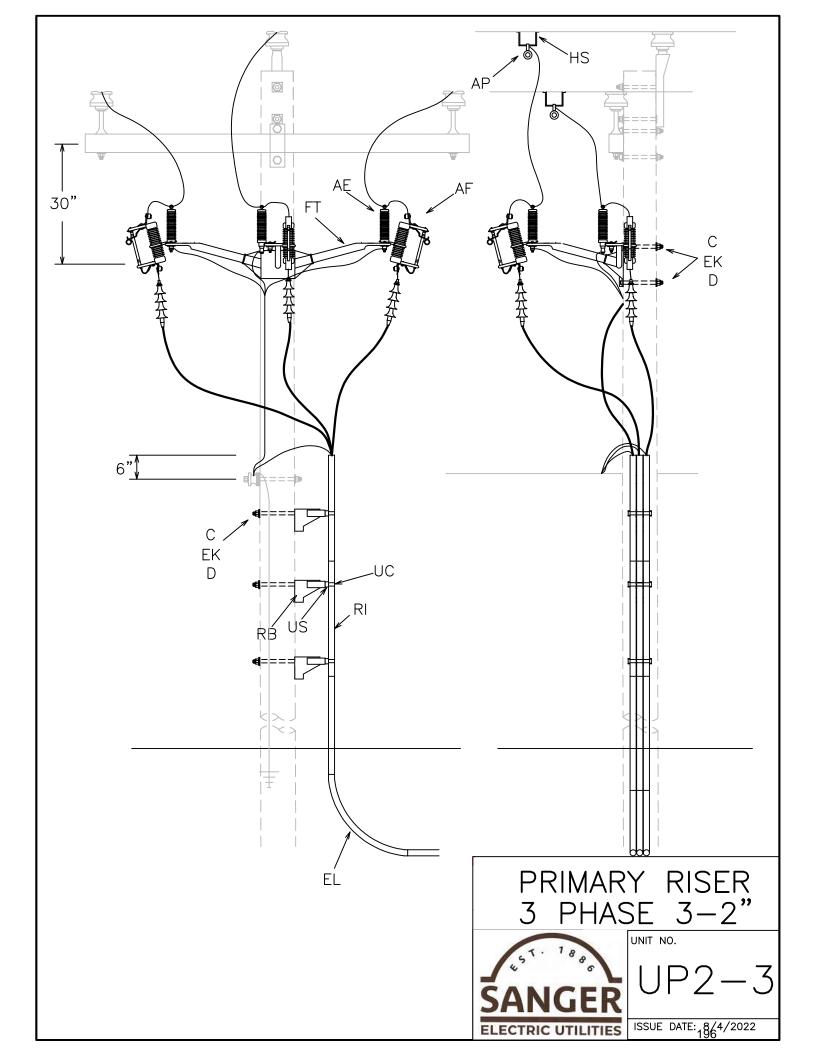




LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FG	BRACKET, FBRGL, DBL, 24"	1	S4968
С	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	1	S4935
ΑE	ARRESTOR MOV, 7.65kV RISER	1	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	1	S4085
AP	HOTLINE CLAMP	1	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 2"	3	S4357
RI	2" PVC SCH 80 CONDUIT	30	S1420
EL	2" PVC ELBOW 36" SWEEP	1	S5350
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER SINGLE PHASE

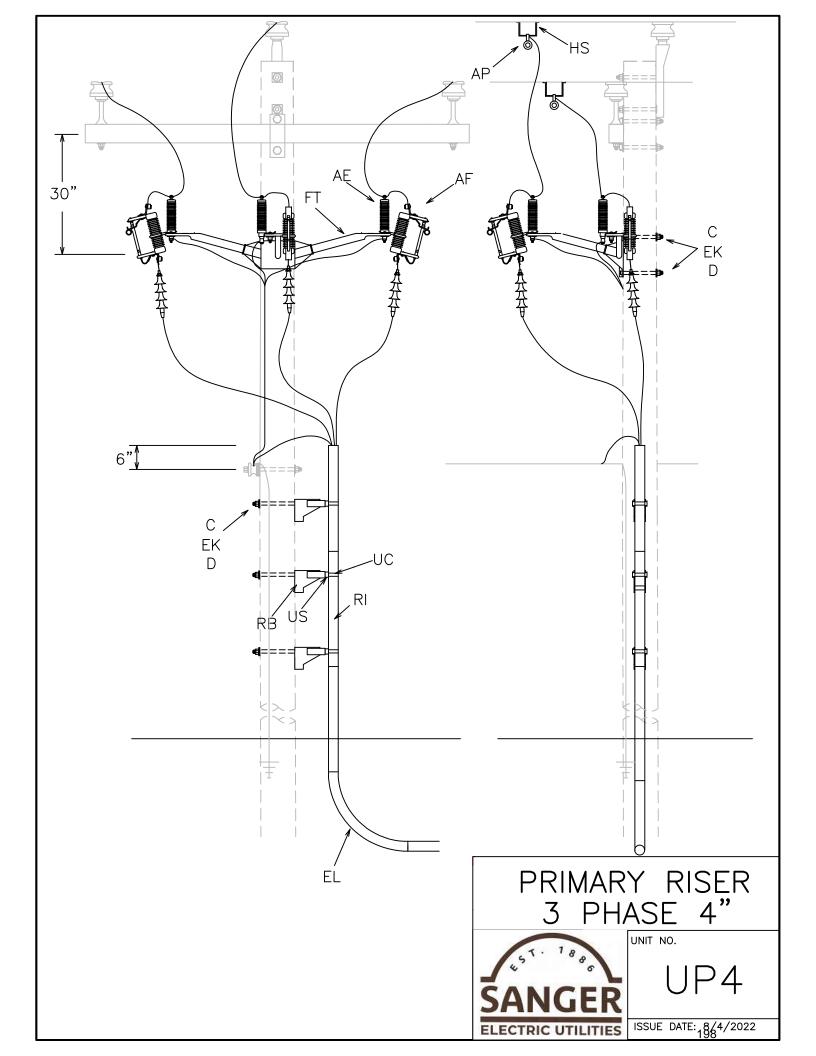




LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, 3 PH FBRGL SO	1	S4970
С	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	3	S4935
ΑE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 2"	9	S4357
RI	2" PVC SCH 80 CONDUIT	90	S1420
EL	2" PVC ELBOW 36" SWEEP	3	S5030
EK	LOCKNUT 5/8"	AR	S4140

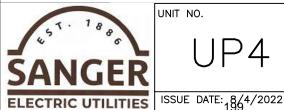
PRIMARY RISER 3 PHASE 3-2"



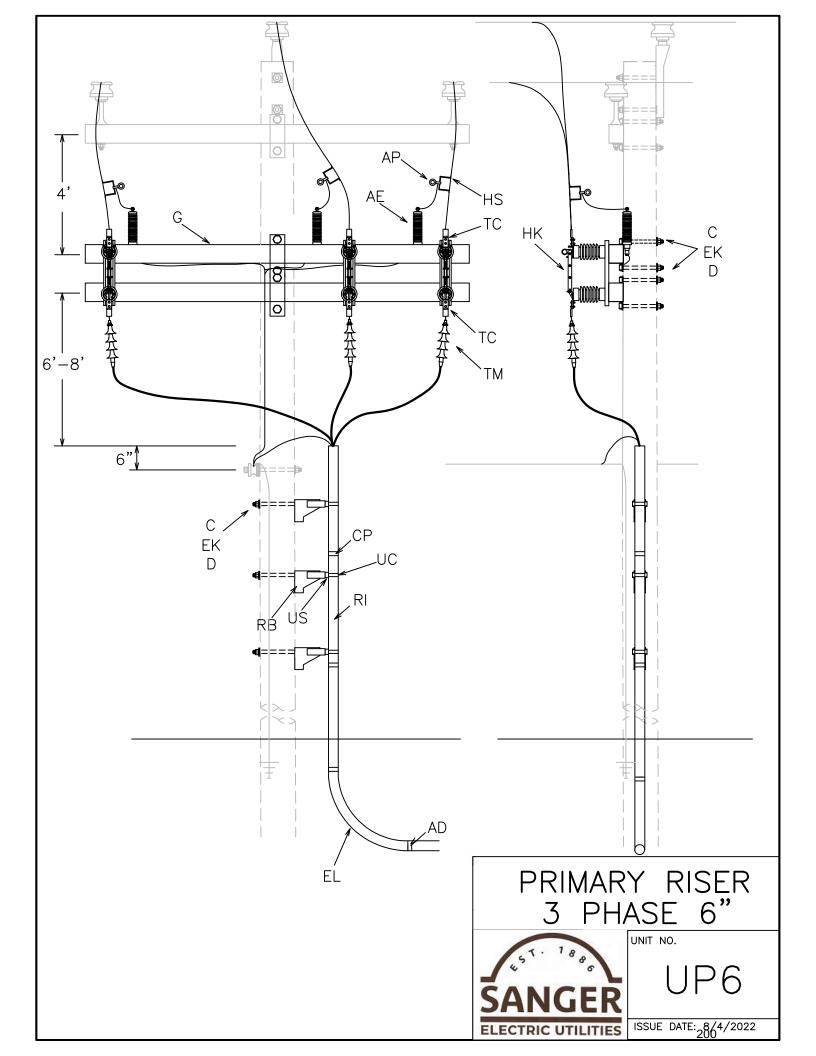


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, 3 PH FBRGL SO	1	S4970
С	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	3	S4935
ΑE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 4"	3	S4355
RI	4" PVC SCH 80 CONDUIT	30	S1416
EL	4" PVC ELBOW 36" SWEEP	1	S
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER 3 PHASE 4"

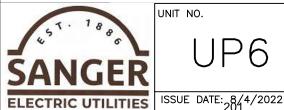


UNIT NO.

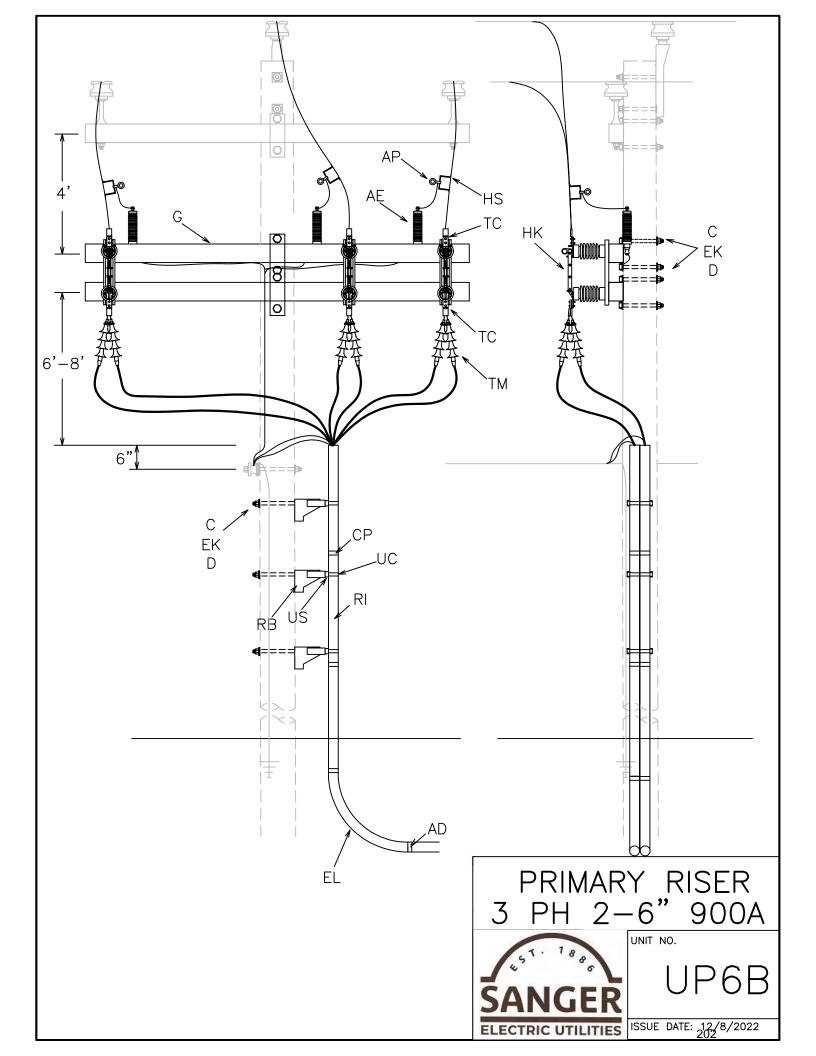


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
G	8' FIBERGLASS CROSSARM	2	S5600
С	5/8" MACHINE BOLT	7	
HK	HOOKSWITCH, 600A	3	S
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, LARGE	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	7	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 6"	3	S4358
RI	6" RIDGID ALUMINUM CONDUIT	30	S5055
CP	6" RIDGID AL. COUPLING	3	S
AD	6" PVC ADPTR 6" AL.	1	S
EL	6" RIDGID AL. ELBOW	1	S
TM	TERMINATOR, 500-1000MCM	3	S
TC	2 HOLE COMP TERM, AR	6	
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER 3 PHASE 6"

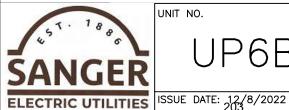


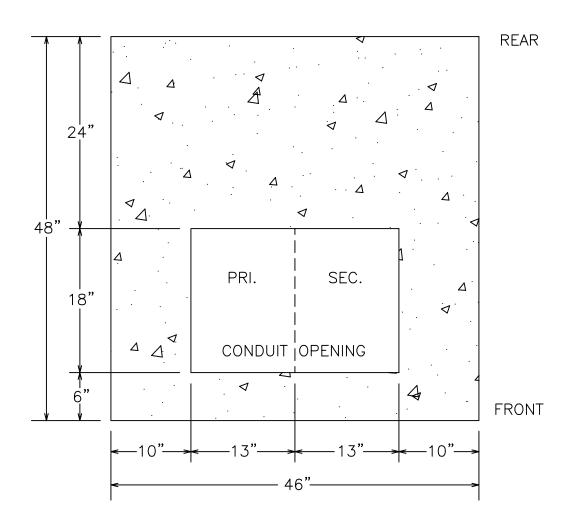
UNIT NO.



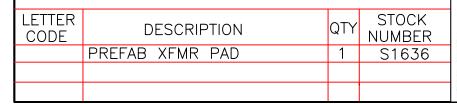
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
G	8' FIBERGLASS CROSSARM	2	S5600
С	5/8" MACHINE BOLT	7	
HK	HOOKSWITCH, 900A	3	S
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, LARGE	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	7	S4125
US	UNISTRUT	6	S5029
UC	UNISTRUT CLAMP, 6"	6	S4358
RI	6" RIDGID ALUMINUM CONDUIT	30	S5055
CP	6" RIDGID AL. COUPLING	6	S
AD	6" PVC ADPTR 6" AL.	2	S
EL	6" RIDGID AL. ELBOW	2	S
TM	TERMINATOR, 500-1000MCM	6	S
TC	2 HOLE COMP TERM, AR	9	
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER
3 PH 2-6" 900A



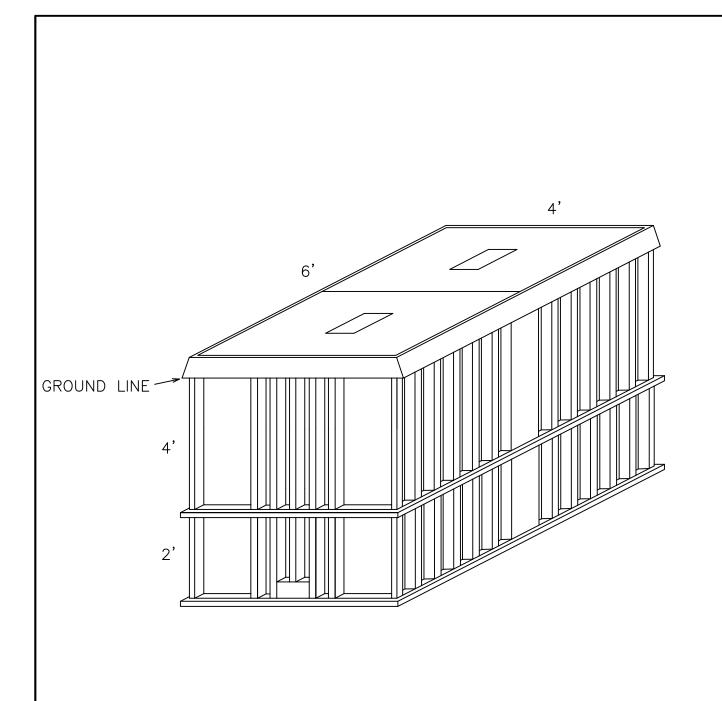


1 PHASE XFMR PAD 25 TO 167kVA

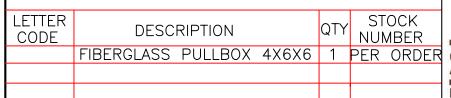


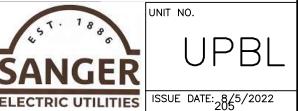
457. 1885	UN
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ELECTRIC UTILITIES	IS:

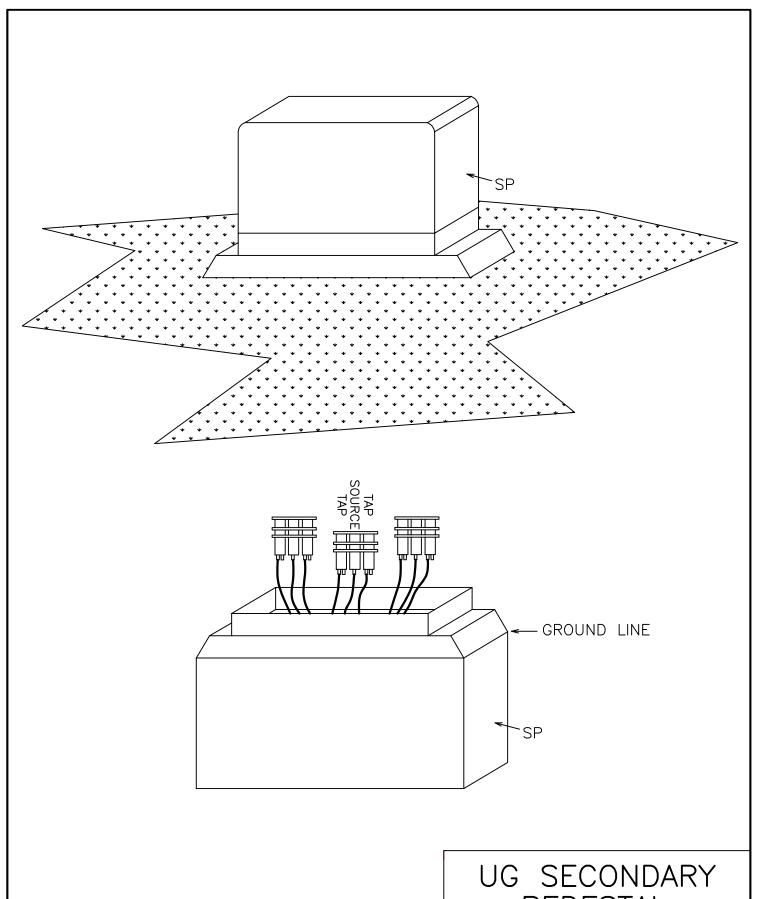
UPAD



UG PULLBOX LARGE





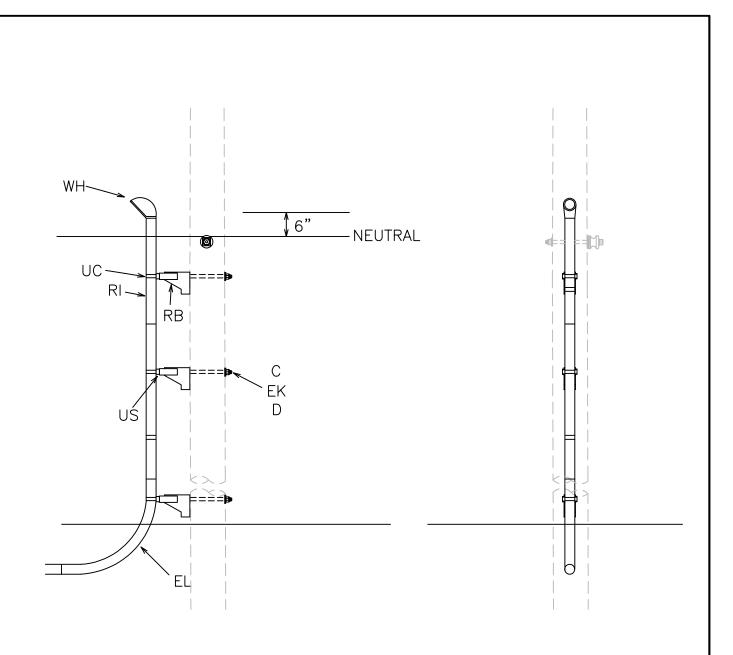


STOCK NUMBER **LETTER** QTY **DESCRIPTION** CODE SEC. PED W/CONNECTORS S1630 SP

PEDESTAL



UNIT NO.



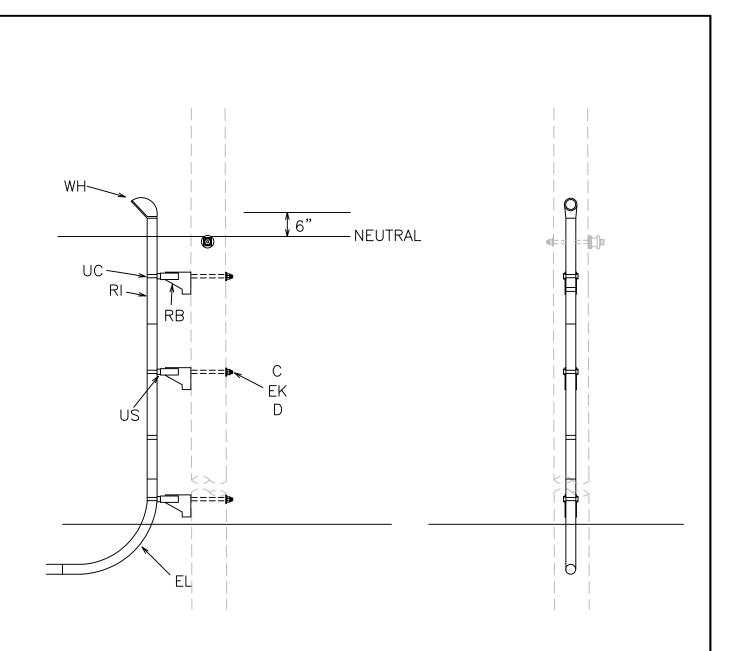
LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
С	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	2" PVC SCH 80 CONDUIT	30	S1420
UC	UNISTRUT CLAMP, 2"	3	S4357
EL	2" PVC ELBOW 24" SWEEP	1	S5100
WH	2" WEATHERHEAD	1	S4700
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140
	,		

SECONDARY RISER 2"



US2

ISSUE DATE: 8/4/2022

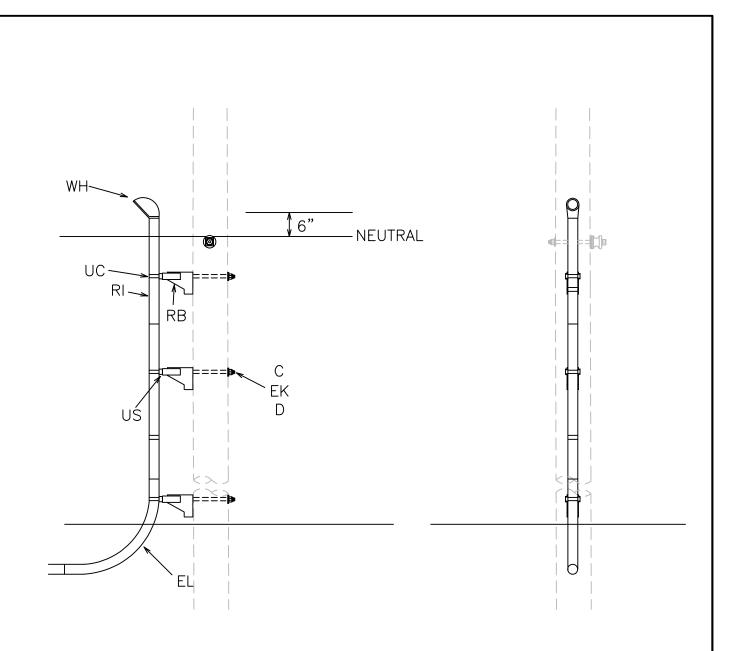


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
С	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	3" PVC SCH 80 CONDUIT	30	S1412
UC	UNISTRUT CLAMP, 3"	3	S4356
EL	3" PVC ELBOW 36" SWEEP	1	S5200
WH	3" WEATHERHEAD	1	S4305
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140
	,		

SECONDARY RISER 3"



UNIT NO.



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
С	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	4" PVC SCH 80 CONDUIT	30	S1416
UC	UNISTRUT CLAMP, 4"	3	S4355
EL	4" PVC ELBOW 36" SWEEP	1	S5300
WH	4" WEATHERHEAD	1	S4310
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140
	,		

SECONDARY RISER 4"



US4