



***Bluebonnet***

Bluebonnet Electric Cooperative  
155 Electric Avenue  
Bastrop TX 78602  
800-842-7708

[phillip.ellis@bluebonnet.coop](mailto:phillip.ellis@bluebonnet.coop)

Date Issued: November 13, 2020

**REQUEST FOR BIDS**

**BID NO. 1782**

**Bluebonnet Substation  
Maintenance RFP-1782**

**SEALED BIDS TO BE SUBMITTED BY:**

**Friday, December 4th at 2:00 pm CST**

**NOTICE TO BIDDERS**

- **Sealed** bids addressed to Bluebonnet Electric Cooperative, **Phillip Ellis, PO Box 729, Bastrop TX 78602 will be received until 2:00 p.m. CST, Friday, December 4, 2020** (BID# 1782 must be located on the outside of envelope/package). Any bid received after the above closing time will not be accepted and will be returned to the bidder upon request of the bidder.
- Bid must be completed and submitted on an Excel xlsx file that itemizes out each of the services the bidder is proposing. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder upon request. The right to accept any bid or to reject any or all bids and to waive all formalities is hereby reserved by Bluebonnet Electric Cooperative.
- **Awarded bidder will be responsible for providing all testing equipment (*with a current test equipment calibration report*), oil processors, tools, reports and the mobilization of all applicable tools. All costs for testing equipment, reports, tools and mobilization needed to perform the maintenance must be included in the bid amount and shall be itemized in the effort to show what is built into the bid amount per piece of equipment.**

**Sealed Bids Delivered to:  
Bluebonnet Electric Cooperative  
Attn: Phillip Ellis  
PO Box 729  
Bastrop TX 78602**

**Deadline: 2:00 pm, Friday, December 4, 2020**

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Exhibit/Reference “A” Itemized Price Sheet

Reference “D” Diagnostics and Maintenance Reports

Reference “E” Scope of bid

Reference “F” Commissioning of Power Transformers/Circuit Switchers Bid Form

Bluebonnet Electric Cooperative

**Certification of Bid**

Re: **Bid 1782-Bluebonnet Substation Maintenance**

I, the undersigned, hereby certify and represent that I am duly authorized to submit this bid on behalf of the firm identified herein and that this firm hereby agrees to be bound by and is willing, capable and does qualify to comply with all the provisions specified herein for completion of the services requested at the terms and conditions as quoted.

Representative's Name:

\_\_\_\_\_

(Please print or type)

Representative's Signature:

\_\_\_\_\_

Representative's Title:

\_\_\_\_\_

Date: \_\_\_\_\_

Bidding Firm Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**2021-2023 Maintenance  
General Standards and Procedures**

**1. Commencement Date**

The Estimated Commencement Date will be January 4, 2021 after awarding the three-year commitment and shall cease on December 29, 2023.

**2. Description and Scope of Work**

a. SPECIFICATIONS

The desire and intent of Bluebonnet Electric Cooperative Inc., is to have a highly reliable Company to provide substation maintenance and commissioning services. To achieve this objective, Bluebonnet Electric submits the following qualifying factors, procedures and responsibilities.

Qualifying factors will include but are not limited to the following:

- i. A valid and executed Construction Services Agreement on file with the cooperative.
- ii. Proper and verifiable insurances and coverages as stated in the Construction Services Agreement.
- iii. Bid documents, including the schedule established for the corresponding bid work, shall serve as supplement and/or addendum to the Construction Services Agreement. In the event of inconsistencies, the Construction Services Agreement shall govern all terms excluding pricing for referenced bid work.
- iv. Adherence to all Federal, State and Local laws and regulations.
- v. Adherence to Bluebonnet Electric standards for substation and transmission equipment maintenance.
- vi. Ability to effectively and efficiently document work progress in monthly progress reports to Bluebonnet.
- vii. Contractor shall be required to execute and deliver to Bluebonnet a performance bond for all construction work that totals \$500,000.00 and over.

**3. General Standards and Procedures**

- i. Contractors shall provide an ***Itemized Price Sheet*** for all of the maintenance units listed in **Exhibit/Reference A**.
- ii. Contractors shall provide diagnostics and maintenance reports similar to those shown in **Reference D**.

- iii. Contractor shall provide an ***Itemized Price Sheet*** for the commissioning of power transformers and circuit switchers by utilizing bid form in **Reference F based off of scope in Reference E.**
- iv. Each substation and associated bid shall be independent from any other station and all work may be awarded in whole or in parts at Bluebonnet's sole discretion.
- v. Bid prices shall be inclusive of all charges (staff, testing equipment, oil processors and tankers, transportation, installation, removal, disposal, traffic control, environmental charges, etc., necessary to complete identified work.)
- vi. Contractor shall provide all equipment, tools and labor necessary to perform the required service. Equipment and personnel provided by Bluebonnet will consist of equipment and personnel only during portable substation install/removal processes and switching activities.
- vii. Material shall be provided by Bluebonnet Electric and shall be issued to awarded contractor at one of Techline's warehouses (Giddings, Brenham, Bastrop, Red Rock or Maxwell) depending on substation location within the BBEC service territory.
- viii. Work schedules should coincide with Bluebonnet Electric's schedule and calendar unless otherwise directed by Bluebonnet Electric personnel.
- ix. Contractor is responsible for repairing any damage to facilities, grounds or landscape that may result from contractors work.
- x. Equipment of the contractor must be well maintained and in good condition.
- xi. Employees of the contractor will be identified with a company uniform.
- xii. Employees of the contractor shall be able to communicate effectively with Bluebonnet Electric members at all times.
- xiii. Vehicles of the contractor shall be marked with the company name and also marked with the "Contractor for Bluebonnet Electric" signs as well.
- xiv. Contractor shall not employ any subcontractor to fulfill any duties herein specified without express, written permission of Bluebonnet Electric Cooperative.

#### **4. Contractor Responsibilities**

- i. It is understood the Contractor is responsible for ensuring that any existing utilities are properly located prior to digging and shall make a reasonable effort not to damage any existing utilities. All locating expenses shall be included in the lump sum price.
- ii. This request for quote is an itemized per unit cost and an itemized lump sum per substation bid request. Within reasonable considerations, it is

the contractor's responsibility to ensure that all work associated with identified work points are identified and priced accordingly. It is the cooperative's expectation that all work is identified herein and no additional work shall be necessary. Should additional work be identified, see section (iii) below.

- iii. If additional work, other than what is specified in this contract, becomes necessary to perform, the Contractor shall have this work approved by an authorized Bluebonnet Electric Cooperative employee prior to executing. The amount of work and price shall be agreed upon in writing or payment will not be made.
- iv. Complete all work identified within awarded substation by December 31, of each calendar year until the awarded contract expires on December 31, 2023. The awarding of this contract **shall in no part or way impact any current or existing Bluebonnet Electric projects** that a contractor may be working on. Bluebonnet Electric will not authorize the transfer of any existing crews to this project.
- v. All Bidders are required to have completed the due diligence documents. This requirement may be waived at Bluebonnet discretion if prior work has been completed by the winning bidder on Bluebonnet's system.
- vi. All Bidders shall submit their OSHA Form 300 logs for the past 5 years. (Unless previously produced to Bluebonnet Electric.)
- vii. It shall be assumed that all primary work will be worked hot as outages may not be possible. Hot work within the substation will shall only be permitted on the load side of a feeder breaker and beyond.
- viii. All equipment, hardware and wire removed shall be stripped and returned to Bluebonnet Electric Brenham, Red Rock, Bastrop, Maxwell or Giddings service center for proper disposal. All appropriate tracking forms (Survey 123 App forms) must be completed immediately upon equipment change out if applicable. (training to be provided to awarded contractor by Bluebonnet Electric prior to commencement)

GENERAL INSTRUCTIONS FOR  
BIDDING TO BLUEBONNET ELECTRIC COOPERATIVE

**REQUEST FOR BIDS-TERMS AND  
CONDITIONS**

**Instructions**

The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted, unless bidder takes exception in writing when submitting bid.

**Form**

Bid must be submitted on this form only, in single copy, unless otherwise stated. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID.**

**Bid Return**

Bid must be received, and to ensure proper recognition upon arrival, list the Bid Number on the outside of your envelope.

**Authorized Signature**

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

**Late Bids**

Bids must be received at the location indicated in the bidding documents and received prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder upon written request.

**Withdrawal-Alteration of Bids**

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of Bluebonnet Electric Cooperative.

**Firm Prices**

Bid prices must be firm for a minimum of 90 days from the date of bid opening.

### **Best Value**

All bidders are hereby notified that Bluebonnet Electric Cooperative shall consider all factors it believes to be relevant in selecting the offer that provides the best value, including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for Bluebonnet Electric, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, and the bidder's past performance under contracts with Bluebonnet Electric.

### **Right to Reject Bids**

Bluebonnet Electric Cooperative reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for Bluebonnet Electric Cooperative**. Causes for rejection of a bid may include, but shall not be limited to, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with Bluebonnet Electric Cooperative. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by Bluebonnet Electric Cooperative; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among bidders; or 5) Unauthorized alteration of bid form. Bluebonnet Electric Cooperative reserves the right to waive any minor informality or irregularity.

### **No Bids**

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

### **Award of Contract**

The bid award may be based on, but not necessarily limited to, the following factors:

- a. The purchase price, including payment discount terms;
- b. The reputation of the bidder and of the bidder's goods or services;
- c. The quality of the bidder's goods or services;
- d. The extent to which the goods or services meet Bluebonnet Electric's needs;
- e. The bidder's past relationship with Bluebonnet;
- f. The total long-term cost to Bluebonnet Electric to acquire the bidder's goods or services; and
- g. Any relevant criteria specifically listed in this request for bid.

Bluebonnet Electric prefers to award the entire contract to a single Contractor; although, Bluebonnet Electric reserves the right to award multiple contracts to secure the best value for Bluebonnet Electric.

### **Payment of Invoices**

Invoices must be scanned and submitted by the successful bidder to Brian Mitschke, Superintendent [Technical Services](#), [Brian.mitschke@bluebonnet.coop](mailto:Brian.mitschke@bluebonnet.coop).

1. The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the Bluebonnet Electric in writing, will be made by the inspector assigned by Bluebonnet Electric.
2. The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor to repair, correct, or replace, at his own expense, any defects, imperfections, or damages resulting from defects or imperfections in the construction. The Project Manager shall be the sole judge of such defects, imperfections, or damage.

Any item of work not covered in the proposal will not be paid for directly, but shall be considered as subsidiary to a regular bid item.

### 3. Retainage

As security for the faithful and satisfactory completion of the work by the Contractor, Bluebonnet Electric Cooperative may retain up to 5 percent of the total dollar amount of work completed on all contracts until acceptance by Bluebonnet Electric Cooperative.

### 4. Final Acceptance

After Contractor has completed the Work, Contractor shall notify Bluebonnet and request a final inspection of the Work or a sample thereof. Within ten (10) days after receipt of such request for final inspection, Bluebonnet shall inspect or cause to be inspected all or a portion of the Work, and prepare and deliver to Contractor an itemized list of all Work, if any, which is found to be

### 5. Final Payment

Whenever the improvements provided for by the contract shall have been completely performed on the part of the Contractor as evidenced by the inspector the contractor will provide a final invoice. All prior estimates upon which payments

have been made are subject to necessary corrections or revisions in the final payment. The amount of this final invoice less any sums previously paid under the provisions of the contract, will be paid the Contractor within thirty (30) days after final acceptance provided the Contractor has furnished Bluebonnet Electric satisfactory evidence that all sum of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment.

## 6. Guarantee of Work

The Contractor shall guarantee the work against defective materials, when material provided by the contractor, and workmanship for a period of one (1) year from the date of a letter of final acceptance by Bluebonnet Electric Cooperative. Should defective workmanship occur, the Contractor shall have seven (7) working days, after written notice of same is given to him by the Owner, to make any and all repairs at his own expense. If the Contractor fails to correct the defect within the seven (7) working days, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor, materials and equipment time required.

### **Material Safety Data Sheets**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Addenda**

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with the response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from Bluebonnet Electric Cooperative. Bluebonnet Electric Cooperative assumes no responsibility for the Bidders failure to obtain or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. Bluebonnet Electric's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Examination of Site**

Bidders are required, prior to submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test and investigations of the difficulties to

be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information required to make an intelligent proposal. No information given by Bluebonnet Electric other than that contained in the specifications shall be binding upon Bluebonnet Electric. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations and test required herein.

## DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If there is not sufficient space, attach additional sheets as required. Unless otherwise stated by the bidder in the space provided below and on any additional sheets, the proposal or bid will be considered as being in strict accordance with the specifications outlined herein.

For Any/All Exceptions Taken	Proposed Deviation and Justification
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## CONSTRUCTION SERVICES AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Bluebonnet Electric Cooperative, Inc., a Texas non-profit electric cooperative, hereinafter called “Bluebonnet” and \_\_\_\_\_, a \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called “Contractor”.

In consideration of the covenants and agreements herein, to be performed by the parties, and the payment herein agreed to be made, it is mutually agreed as follows:

### **1. Term and Termination:**

- a) The term of this Agreement shall commence upon the Effective date and shall continue and remain in force for one year and from year to year thereafter until terminated by either party.
- b) Either party may terminate this Agreement without cause upon 30 days written notice to the other. Notice shall be given as provided in Section 12 of this Agreement.

### **2. Exhibits and Definitions:**

- a) Rate Sheet for System Improvement Projects, New Extension Work, agreed to between Contractor and Bluebonnet is attached to this Agreement and is incorporated by reference herein as Exhibit “A.”
- b) Health, Safety, and Member Service Provisions is attached to this Agreement and is incorporated by reference herein as Exhibit “B.”
- c) Best Management Practices for Avoiding and Minimizing Potential Impacts to Listed Species is attached to this Agreement and is incorporated by reference herein as Exhibit “C.”
- d) “Agreement Documents” as referenced and hereby incorporated in this Agreement includes exhibits attached and incorporated by reference herein, including Exhibits A, B, and C as well as any and all Drawings and Specifications referenced herein.
- e) All exhibits are hereby attached and incorporated into this Agreement, as if laid out in full herein.

### **3. Payment for Services:**

- a) Contractor System Improvement Projects, Hourly Time and Material and New Extension Work shall be performed at the rates set forth in Exhibit A. Bid Work shall be performed at the rates agreed to in writing between Contractor and Bluebonnet prior to commencement of the Work. Bid documents, including the schedule established for the corresponding Bid Work, shall serve as a supplement and/or addendum to this Agreement. In the event of inconsistencies, this Agreement shall govern all terms excluding pricing for the referenced Bid Work.

- b) Any incidental expenses subject to reimbursement in the event of a catastrophic event shall be outlined and set forth in Exhibit A or any addendum hereto and agreed to in writing between Contractor and Bluebonnet prior to commencement of the Work.
  - c) Contractor shall obtain a P.O. number prior to the commencement of any Work. If the dollar amount of any Work is projected to exceed the amount authorized, a change order is required before commencement of Work. Any purchase order issued by Contractor is intended only to establish payment authority for internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in purchase orders will have any force or effect and the terms and conditions in this Agreement shall control.
4. **Permits:** Contractor shall be responsible for identifying and obtaining all permits, licenses or inspections that might be lawfully required in the fulfillment of the Agreement and shall conform to rules and regulations for such activity as required by the Environmental Protection Agency (EPA), or any other governmental authority having jurisdiction. Exempted are all required highway permits and railroad permits, which shall be obtained by Bluebonnet. Bluebonnet may, if it so elects, obtain any or all permits or licenses, in which case, it shall do so at its own expense.
5. **Performance:** Contractor agrees to perform all Work in accordance with all federal, municipal, county, state and other local laws, ordinances and regulations applicable to said Work. Contractor agrees to perform all Work in accordance with this Agreement, including all exhibits hereto, and any and all Drawings and/or Specifications, which may be specific to a project. Should anything necessary for a clear understanding of the Work be omitted or should the requirements appear to be in conflict, the Contractor shall secure instructions from Bluebonnet before proceeding with the Work affected.
- a) **Drawings and Specifications:** Bluebonnet shall furnish to Contractor all drawings, including revisions, and copies of the specifications without charge. All Drawings and Specifications shall be returned to Bluebonnet upon completion of the Work with any changes implemented during construction shown on said drawings.
  - b) **Figured dimensions to govern:** Dimensions and elevations shown on the Drawings and Specifications shall be accurately followed.
  - c) **Field records and “as-built drawings:** Contractor shall maintain at Contractor’s office up-to-date copies of all Drawings and Specifications and other Agreement Documents and supplementary data, complete with the latest revisions. In addition, the Contractor shall maintain a continuous record of all field changes and, at the conclusion of the Work, shall incorporate all such changes on the drawings and other engineering data and shall submit a redlined “as built” copy to Bluebonnet within ten (10) days upon completion of the Work.
  - d) **Best management practices for listed species:**
    - 1) Contractor must follow the Best Management Practices set forth in Section 6.1 of the EA/HCP attached hereto as Exhibit C while working in the natural habitat zones of the Listed Species to avoid potential impacts of those species.
    - 2) **CONTRACTOR SHALL BE HELD LIABLE AND AGREES TO DEFEND AND INDEMNIFY BLUEBONNET FOR CONTRACTOR’S NON-COMPLIANCE WITH THE BEST MANAGEMENT PRACTICES SET FORTH IN SECTION 6.1 OF THE EA/HCP**

**ATTACHED HERETO AS EXHIBIT C FOR ANY AND ALL DAMAGES RESULTING FROM SUCH NON-COMPLIANCE.**

- 3) Failure to adhere to Best Management Practices as listed in Exhibit C may result in termination of the Agreement between Contractor and Bluebonnet.
- e) Engineering examination:
  - 1) All Work shall be in accordance with this Agreement, the Agreement Documents, industry standards and good construction and/or engineering practice. In the event non-compliant Work is discovered, the Contractor shall immediately take corrective action and render said Work compliant at Contractor's expense.
  - 2) Examination by Bluebonnet shall not relieve the Contractor from any obligations to complete the Work in accordance with the Agreement Documents and/or any other requirements of this Agreement.
- f) Materials: Contractor represents and warrants all materials, tools and equipment furnished or utilized under this Agreement shall:
  - 1) Conform to applicable standard specifications and latest proven industry practices;
  - 2) Be from a reputable manufacturer currently engaged in production of such materials, tools, or equipment.
- g) Contractor's supervision at Work site(s):
  - 1) The Contractor shall furnish adequate management, supervisor, and technical personnel to ensure satisfactory performance of the Work. Contractor must have a supervisor at each job site during all Work operations.
  - 2) The Contractor shall be responsible for complete supervision and control of Contractor's subcontractors as though they were Contractor's own forces.
- h) Method of field operation:
  - 1) The Contractor shall inform Bluebonnet, in advance, concerning Contractor's plans for carrying out each part of the field Work and shall submit, at such times as may be reasonably requested by Bluebonnet, updated schedules showing the start and estimated completion dates of relevant portions of the Work. Such schedules shall be subject to acceptance by Bluebonnet. The schedules shall constitute a part of this Agreement and may be revised at any time by mutual written consent of the parties.
  - 2) Contractor must be qualified to perform Work on the following as may be applicable:
    - A) Underground electric facilities up to 35kV;
    - B) Overhead electric facilities up to 35 kV; and
    - C) Overhead electric facilities over 35kV.
  - 3) Before starting any Work that requires digging by Contractor, Contractor shall place a One Call seven days a week, 24-hours a day. Contractor must give at least three days notice to One Call before beginning a project. One Call shall then notify the telephone company, cable company, water, electric, etc. to mark the lines. Note that phone and cable lines are often within six inches of the surface. Power digging equipment shall not be used within 24 inches on either side of the markings.
  - 4) Contractor agrees to furnish all qualified supervisors, labor, tools, transportation, equipment and materials for the purpose of constructing or maintaining Bluebonnet's lines (collectively, the "Work") as instructed and agreed.

- 5) Contractor shall obtain consent and/or permission from members for Work to be performed under this Agreement in accordance with this Agreement and the exhibits hereto. Any refusals shall be documented accordingly.
- i) Easements:
  - 1) Easements required for permanent structures or for permanent changes in existing facilities shall be secured by Bluebonnet
  - 2) Contractor shall keep Bluebonnet informed, a reasonable time in advance, of the times and places at which Contractor wishes to do Work, so that any easement clearance research deemed necessary may be done with minimum inconvenience to Bluebonnet and minimum delay to the Contractor.
6. **Member Service:** Contractor agrees that its personnel and equipment shall at all times present a neat appearance, and all Work shall be done and complaints shall be handled by Contractor with due regard for providing excellent member service to Bluebonnet's members and in accordance with this Agreement and any exhibits hereto.
  - a) Contractor understands that providing excellent member service is a top priority and failure to do so may result in penalties being assessed.
  - b) In the event Bluebonnet receives a complaint alleging bodily injury, damage to property or other complaint caused by Contractor's operations, Bluebonnet shall, within thirty (30) days of receiving notice, transmit to Contractor the name and address of the claimant, the nature of the claim, and the date of the occurrence.
  - c) Contractor agrees that complaints shall receive immediate attention, and that all reasonable efforts shall be made for a prompt resolution of such complaints. Contractor shall contact claimant within twenty-four (24) hours of a complaint.
7. **Time Sheets and Reports:** Contractor agrees to furnish to Bluebonnet, or its representative, time sheets and other required reports, showing the nature, amounts and location of Work performed, together with the number of man hours and equipment hours involved, the quantities of material used, and other pertinent information which may, from time to time, be requested by Bluebonnet.
8. **Invoices:**
  - a) Contractor agrees to submit to Bluebonnet weekly itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with the rates for each labor, material, and equipment item. Invoices must be timely submitted and all Work must be invoiced within two (2) weeks upon completion. Annual reviews of Exhibit A and any requests for amendments shall be submitted to Bluebonnet no later than July 1<sup>st</sup>.
  - b) Bluebonnet agrees to pay for the Work provided herein in accordance with the attached Exhibit A. Invoices for Work completed and received by Bluebonnet shall be paid within thirty (30) days from receipt of the invoice, provided the Work was completed in accordance with this Agreement.
9. **Equal Opportunity:** During the performance of the Agreement, Contractor agrees as follows:
  - a) **Contractor and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

**prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Additionally, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

- b) Contractor will abide, if applicable, by the terms of 41 CFR § 60-4.2, the Notice of Requirement for Affirmative Action to ensure equal employment opportunity (Executive Order 11246) and 41 CFR § 60-4.3, the Standard Federal Equal Employment Opportunity Construction contract specifications (Executive Order 11246), and the National Labor Relations Act (NRLA), 29 U.S.C. §§ 151-169, all of which are incorporated into this Agreement by reference.
- c) Contractor will abide, if applicable, by the terms of 41 CFR § 60-250.4, Affirmative Action for Disabled and Veterans of the Vietnam Era, which are incorporated into this Agreement by reference.
- d) Contractor will abide, if applicable, by the terms of 41 CFR § 741.4, Affirmative Action for Handicapped Workers, which are incorporated into this Agreement by Reference.
- e) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- f) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- g) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h) 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.
- i) 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 his 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.
- j) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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, 1965, and such other sanctions as may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- k) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders 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. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**A. Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) **Overtime requirements.** Neither Contractor nor its subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Furthermore, neither Contractor nor its subcontractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous that are outside the normal scope of work.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

**B. Clean Air Act and Federal Water Pollution Control Act.**

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. as well as the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Contractor agrees to report each violation to the TCEQ and understands and agrees that the TCEQ will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

**C. Debarment and Suspension Clause**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Bluebonnet. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Bluebonnet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractor has filed the required certification for all bids or awards of \$100,000 or more, and certifies Federal appropriated funds have not been used and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor has disclosed all lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**10. Final Inspection:** After Contractor has completed the Work, Contractor shall notify Bluebonnet and request a final inspection of the Work or a sample thereof. Within ten (10) days after receipt of such request for final inspection, Bluebonnet shall inspect or cause to be inspected all or a portion of the Work, and prepare and deliver to Contractor an itemized list of all Work, if any, which is found to be non-compliant. Contractor shall promptly correct any incomplete or defective Work shown on said list. Certification by the Contractor Quality Control Representative that the Work has been performed according to the specifications shall be required. When Work has been completed to the satisfaction of Bluebonnet and the Contractor Certification has been received, Bluebonnet shall notify Contractor of Bluebonnet's acceptance of the Work. Bluebonnet's inspection or acceptance of the Work in no way releases Contractor from its duties and responsibilities under this Agreement.

**11. Sale of Materials Prohibited:** Contractor's sale of any materials or equipment, including regulated metals or other materials utilized by Bluebonnet, whether or not salvaged from Bluebonnet's worksites or easements or supplied under this Agreement or owned or purchased by Bluebonnet, is strictly prohibited. Contractor shall control and report material received, used and salvaged under this Agreement to Bluebonnet. In addition to any other remedies available to Bluebonnet, at law or in equity, should Bluebonnet discover any shortages in materials or that materials or equipment are missing from facilities accessible by Contractor, which upon Bluebonnet's investigation, has been determined by Bluebonnet to have been taken, disposed of or sold by Contractor or Contractor's subcontractors, agents, employees,

friends, associates, family members, representatives, or invitees, Contractor shall pay to Bluebonnet the fair market value of the materials and any and all actual damages to any property of Bluebonnet incurred incident thereto. In addition, Bluebonnet reserves the right to terminate any Agreement or contract awarded to Contractor, if, in Bluebonnet's sole discretion, this provision is violated. Contractor agrees that should it be determined that a sale, trade or transfer of any materials or equipment described above by or through Contractor or any of Contractor's agents, employees, friends, associates, family members, invitees, or other representatives has occurred, Contractor may be terminated and Bluebonnet, in addition to the penalties it may assess, shall have full recourse against Contractor.

12. **Notice:** Notice to Contractor shall be deemed to be notice to any affected subcontractor. Notice may be effectuated in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), or certified U.S. Mail, return receipt requested, email or facsimile, and shall be effective upon receipt. The address of each party to which any notice, request, consent, demand, designation, approval or statement required to be made by either party is as follows:

\_\_\_\_\_(Contractor)  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BLUEBONNET ELECTRIC COOPERATIVE, INC. (Bluebonnet)  
Attention: Eric Kocian  
155 Electric Avenue  
P. O. Box 729  
Bastrop, Texas 78602

**13. HOLD HARMLESS, DEFENSE AND INDEMNITY:**

- A. **CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BLUEBONNET AND ITS MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, ASSIGNS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS SUITS, CAUSES OF ACTION, LIABILITY, DAMAGES, JUDGMENTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION COSTS, FOR PERSONAL INJURIES, (INCLUDING BUT NOT LIMITED TO, DEATH) OR PROPERTY DAMAGE, SUFFERED BY ANY PERSON OR ORGANIZATION OR SUSTAINED BY, IMPOSED UPON OR INCURRED BY ,BLUEBONNET, ITS OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, AGENTS, REPRESENTATIVES, ASSIGNS AND EMPLOYEES(INCLUDING CLAIMS OF EMPLOYEES OF CONTRACTOR AND THE FAMILIES, HEIRS AND ASSIGNS OF THE EMPLOYEES OF CONTRACTOR), ARISING OUT OF OR IN ANY WAY CONNECTED WITH CONTRACTOR'S ACTIVITIES, PRESENCE OR PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT OR ANY AGREEMENT WITH**
- B. **BLUEBONNET, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR FAULT OF ANY INDEMNITEE, OR WHETHER BASED ON STRICT LIABILITY, WARRANTY, OR OTHERWISE. IT IS THE SPECIFIC INTENTION OF THE**

PARTIES THAT LIABILITY OF CONTRACTOR FOR INJURIES TO THEIR EMPLOYEES SHALL NOT BE LIMITED BY CONTRACTOR'S WORKERS' COMPENSATION LIABILITY INSURANCE OR OTHERWISE AND THAT INDEMNITEES SHALL HAVE NO LIABILITY WHATSOEVER FOR INJURIES TO THE EMPLOYEES OF CONTRACTOR OR ITS SUBCONTRACTORS. TO THE EXTENT THAT THE LAWS OF THE GOVERNING JURISDICTION PROHIBIT OR DECLARE UNENFORCEABLE THIS INDEMNIFICATION AS IT APPLIES TO ANY INDEMNITEES' OWN NEGLIGENCE OR FAULT, THEN THIS INDEMNIFICATION SHALL BE INTERPRETED TO OBSERVE SUCH PROHIBITION, BUT ONLY TO THE EXTENT NECESSARY TO CAUSE IT TO BE CONSISTENT WITH THE LAWS OF SAID GOVERNING JURISDICTION AND TO CAUSE THE MAXIMUM INDEMNIFICATION OF INDEMNITIES AS ALLOWED THEREUNDER.

- C. Contractor further agrees that Bluebonnet shall have the exclusive right and sole authority to select attorneys of its own choosing to represent its interest in any matter contemplated by the preceding indemnification provision. Contractor shall also pay any and all reasonable attorney's fees and litigation costs associated with the services performed by the attorneys chosen by Bluebonnet.
- D. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ALL OF THE INDEMNITEES FROM ALL LIENS AND CLAIMS THAT MAY RESULT FROM THE WORK AND ANY SERVICES PERFORMED OR LABOR OR EQUIPMENT FURNISHED BY CONTRACTOR OR ITS SUPPLIERS, AND FROM ALL LOSSES, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF ANY SUCH LIEN OR CLAIM. CONTRACTOR SHALL PROMPTLY DISCHARGE OR REMOVE ANY SUCH LIEN OR CLAIM BY BONDING, PAYMENT, OR OTHERWISE, ALL TO THE SATISFACTION OF BLUEBONNET, AND CONTRACTOR SHALL NOTIFY BLUEBONNET PROMPTLY WHEN IT HAS DONE SO. IF CONTRACTOR DOES NOT CAUSE SUCH LIEN OR CLAIM TO BE DISCHARGED OR RELEASED BY PAYMENT, BONDING, OR OTHERWISE, BLUEBONNET SHALL HAVE THE RIGHT (BUT SHALL NOT BE OBLIGATED) TO PAY ALL SUMS NECESSARY TO OBTAIN ANY SUCH DISCHARGE OR RELEASE AND TO DEDUCT ALL AMOUNTS SO PAID FROM THE AMOUNT DUE CONTRACTOR.**

**14. INSURANCE:**

AS ADDITIONAL SECURITY FOR BLUEBONNET AND A SEPARATE OBLIGATION OF CONTRACTOR NOT IN CONJUNCTION WITH ANY OTHER PROVISIONS OF THIS AGREEMENT, CONTRACTOR AGREES TO CARRY AND MAINTAIN DURING THE TERM OF THIS AGREEMENT (INCLUDING ALL WARRANTY PERIODS) WITH COVERAGES AND LIMITS OR LIABILITY NOT LESS THAN THOSE SHOWN HEREIN. ALL COVERAGES SHALL APPLY ON AN OCCURRENCE BASIS, WITH THE EXCEPTION OF PROFESSIONAL LIABILITY COVERAGE, WHICH SHALL BE APPLY ON A CLAIMS-MADE BASIS. THE INSURANCE COVERAGE REQUIREMENTS IN THIS AGREEMENT WILL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF INDEMNIFICATION HEREIN. EACH OF CONTRACTOR'S SUBCONTRACTORS, IF ANY, SHALL ALSO PROVIDE AND MAINTAIN DURING THE TERM OF THEIR RESPECTIVE AGREEMENTS THE INSURANCE COVERAGES SPECIFIED AS FOLLOWS, WITH LIMITS OF LIABILITY DETERMINED APPROPRIATE BY CONTRACTOR. IN THE EVENT WORK IS

PERFORMED BY A SUBCONTRACTOR, CONTRACTOR SHALL BE PRIMARILY RESPONSIBLE FOR ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE SERVICES PERFORMED THAT IS NOT OTHERWISE COVERED BY ANY SUBCONTRACTOR'S INSURANCE. ALL SUCH

INSURANCE SHALL BE PRIMARY WITH RESPECT TO ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS AFFORDED TO OR MAINTAINED BY OR FOR THE BENEFIT OF BLUEBONNET, AND SHALL NOT REQUIRE THE EXHAUSTION OF ANY OTHER COVERAGE. CONTRACTOR SHALL PROMPTLY NOTIFY BLUEBONNET WHEN ANY INSURANCE POLICY REQUIRED IS NOT REASONABLY AVAILABLE AND SHALL STATE THE REASONS THEREFOR.

CONTRACTOR SHALL PROCURE AT ITS EXPENSE, AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUBCONTRACTORS, IF ANY, TO PROCURE AND MAINTAIN IN FULL FORCE DURING THE FULL TERM OF THIS CONTRACT, INSURANCE POLICIES, FROM AN INSURER, OR INSURERS, LICENSED (ADMITTED) TO DO BUSINESS IN THE STATE OF TEXAS (WITH AN AM BEST RATING OF A VII OR BETTER) WHERE THE WORK HEREUNDER IS TO BE PERFORMED, AND EACH OF WHICH INSURERS SHALL BE SATISFACTORY TO BLUEBONNET; AND THE SAID POLICIES SHALL PROVIDE INSURANCE OF THE TYPE AND IN THE AMOUNTS BELOW INDICATED:

- A. STATUTORY COVERAGE WORKERS' COMPENSATION INSURANCE (INCLUDING OCCUPATIONAL DISEASE COVERAGE) IN ACCORDANCE WITH THE LAWS OF THE STATES WHERE THE SERVICES ARE TO BE PERFORMED.
- B. EMPLOYER'S LIABILITY INSURANCE WITH LIMITS OF NOT LESS THAN \$1,000,000 BODILY INJURY BY ACCIDENT; AND \$1,000,000 BY DISEASE EACH EMPLOYEE; \$1,000,000 BODILY INJURY BY DISEASE POLICY LIMIT.
- C. COMMERCIAL GENERAL LIABILITY INSURANCE UNDER AN OCCURRENCE POLICY FORM (ISO OCCURRENCE FORM CG 0001 04/13, OR A SUBSTITUTE FORM PROVIDING EQUIVALENT COVERAGE) INSURING THE INDEMNITY AGREEMENTS SET FORTH IN THIS AGREEMENT WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE AND \$2,000,000 IN THE AGGREGATE, INCLUDING COVER FOR PREMISES/OPERATIONS, PERSONAL INJURY LIABILITY, PRODUCTS/COMPLETED OPERATIONS (MINIMUM 2 YEARS PAST COMPLETION OF PROJECT). THE POLICY MAY NOT CONTAIN ANY EXCLUSION FOR FORESTRY SERVICES. IF THE PROJECT INCLUDES APPLICATION OF HERBICIDE OR PESTICIDE, THE COMMERCIAL GENERAL LIABILITY AND EXCESS/UMBRELLA POLICIES SHALL BE ENDORSED TO INCLUDE HERBICIDE AND PESTICIDE APPLICATOR COVERAGE AND SHOULD BE NOTED ON THE CERTIFICATE OF INSURANCE.
- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE COVERING LIABILITY ARISING OUT OF ANY AUTO (OWNED, HIRED AND NON-OWNED); WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN \$1,000,000. THE POLICY MUST BE ENDORSED TO PROVIDE

**BROADENED POLLUTION COVERAGE FOR COVERED AUTOS USING ISO FORM CA 99 48 03/06 (OR A SUBSTITUTE FORM PROVIDING EQUIVALENT COVERAGE).**

- E. PROFESSIONAL LIABILITY (ENGINEER'S ERRORS AND OMISSIONS) INSURANCE, IN THE EVENT CONTRACTOR IS PERFORMING DESIGN, ENGINEERING OR OTHER PROFESSIONAL SERVICES, WITH LIMITS OF AT LEAST \$5,000,000 EACH CLAIM AND \$5,000,000 IN THE AGGREGATE. THE POLICY MAY NOT CONTAIN ANY EXCLUSIONS FOR PROPERTY DAMAGE OR BODILY INJURY.**
- F. UMBRELLA INSURANCE (EXCESS LIABILITY) WITH MINIMUM LIMITS OF \$10,000,000 PER OCCURRENCE THAT WILL RESPOND IN EXCESS OF THE UNDERLYING EMPLOYER'S LIABILITY, GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY POLICIES, WITH COVERAGE PROVIDED AT LEAST AS BROAD AS THE UNDERLYING POLICIES. THE POLICY MUST CONTAIN THE RIGHT AND DUTY TO DEFEND WHEN THE UNDERLYING INSURANCE DOES NOT PROVIDE COVERAGE OR WHEN THE UNDERLYING INSURANCE LIMITS HAVE BEEN EXHAUSTED.**
- G. POLLUTION LIABILITY INSURANCE, COVERING LOSSES CAUSED BY POLLUTION CONDITIONS THAT ARISE FROM THE OPERATIONS OF CONTRACTOR COVERAGE OF NOT LESS THAN \$1,000,000 EACH INCIDENT AND IN THE AGGREGATE.**
- H. AVIATION LIABILITY INSURANCE, IF REQUIRED OR USED IN THE PERFORMANCE OF THE WORK, FOR THE OWNERSHIP, OPERATION AND USE (INCLUDING CHARTERING) OF ANY AIRCRAFT AND/OR RENTAL OF ANY AIRCRAFT HANGAR. THE POLICY SHALL BE NO LESS THAN \$10,000,000 PER OCCURRENCE AND ANNUAL AGGREGATE.**

**ADDITIONAL INSURED: ALL POLICIES (EXCEPT FOR WORKERS' COMPENSATION/EMPLOYERS LIABILITY, PROFESSIONAL LIABILITY AND POLLUTION LIABILITY) WILL NAME, BY POLICY ENDORSEMENT, BLUEBONNET AS ADDITIONAL INSURED AND MUST PROVIDE COVERAGE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE GENERAL LIABILITY POLICY WILL BE ENDORSED USING ISO FORM CG 20 10 10/-01 AND CG 20 38 10 01 (OR A SUBSTITUTE FORM PROVIDING EQUIVALENT COVERAGE.**

**WAIVER OF SUBROGATION: CONTRACTOR HEREBY WAIVES ALL RIGHTS OF SUBROGATION AGAINST BLUEBONNET AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AND INSURERS, AND ALL POLICIES OF INSURANCE (EXCEPT PROFESSIONAL LIABILITY AND POLLUTION LIABILITY) PROVIDED FOR ABOVE SHALL CONTAIN A PROVISION AND/OR ENDORSEMENTS STATING THAT THE INSURANCE CARRIERS AND UNDERWRITERS WAIVE ALL RIGHTS OF SUBROGATION IN FAVOR OF BLUEBONNET AND ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS AND INSURERS. FAILURE OF CONTRACTOR TO SO REPLACE ANY SUCH POLICY OR POLICIES SHALL CONSTITUTE A DEFAULT BY IT UNDER THIS AGREEMENT, AND AT BLUEBONNET'S ELECTION, THIS AGREEMENT MAY BE TERMINATED UPON TEN (10) DAYS WRITTEN NOTICE FROM BLUEBONNET.**

**ACTION OVER: NO POLICY REQUIRED HEREUNDER SHALL EXCLUDE OR LIMIT LIABILITY WITHIN THE POLICY LIMITS FOR PERSONAL OR BODILY INJURY OR DAMAGES OR DEATH OF AN EMPLOYEE OF CONTRACTOR OR BLUEBONNET.**

**PRIMARY & NON-CONTRIBUTORY: BLUEBONNET AND CONTRACTOR INTEND THAT THE CONTRACTOR SHALL ENSURE THAT ALL POLICIES PURCHASED IN ACCORDANCE WITH THIS SECTION WILL PROTECT BLUEBONNET AND CONTRACTOR, AND WILL BE PRIMARY**

AND NON-CONTRIBUTORY WITH ANY OTHER COVERAGE ELSEWHERE AFFORDED OR AVAILABLE TO BLUEBONNET, AS WELL AS PROVIDE PRIMARY COVERAGE FOR ALL LOSSES AND DAMAGES CAUSED BY THE PERILS COVERED THEREBY RELATED TO OR ARISING OUT OF THE WORK, AND SHALL NOT REQUIRE THE EXHAUSTION OF ANY OTHER COVERAGES AFFORDED OR AVAILABLE TO BLUEBONNET. THE GENERAL LIABILITY POLICY WILL BE ENDORSED USING ISO FORM CG2001 04/13 (OR A SUBSTITUTE FORM PROVIDING EQUIVALENT COVERAGE).

**SEVERABILITY & CROSS LIABILITY:** THE POLICIES SHALL ALSO INCLUDE STANDARD SEVERABILITY PROVISIONS THAT STATE EACH INSURED IS PROVIDED COVERAGE AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH, EXCEPT WITH RESPECTS TO LIMITS OF INSURANCE. THE POLICIES SHALL NOT CONTAIN A CROSS LIABILITY OR A CROSS-SUIT EXCLUSION THAT PREVENT BLUEBONNET FROM ASSERTING CLAIMS AGAINST THE CONTRACTOR OR ANY OTHER INSURED UNDER THE POLICIES.

**PROOF OF INSURANCE:** PRIOR TO COMMENCEMENT OF THE SERVICES, CONTRACTOR SHALL FURNISH BLUEBONNET INSURANCE CERTIFICATE(S) ON A FORM SATISFACTORY TO BLUEBONNET EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER, AND IF REQUESTED BY BLUEBONNET, FOR EACH POLICY, A COPY OF THE DECLARATION PAGE; IF NOT ON THE DECLARATIONS PAGE, A COPY OF ANY SCHEDULE SHOWING THE LIMITS OF INSURANCE AND A LIST OF ALL ENDORSEMENTS TO THE

POLICY, TOGETHER WITH A COPY OF EACH ENDORSEMENT HEREIN REQUESTED AND CERTIFIED COPIES OF INSURANCE POLICIES, WITH ENDORSEMENTS, EVIDENCING THE APPLICABLE POLICIES, COVERAGES AND LIMITS, INCLUDING THOSE OF ITS SUBCONTRACTORS. BLUEBONNET'S RECEIPT OF OR FAILURE TO OBJECT TO ANY INSURANCE CERTIFICATES OR POLICIES SUBMITTED BY CONTRACTOR OR ITS SUBCONTRACTORS DOES NOT RELEASE OR DIMINISH IN ANY MANNER THE LIABILITY OR OBLIGATIONS OF CONTRACTOR OR ITS SUBCONTRACTORS OR CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS UNDER THIS AGREEMENT. REPLACEMENT CERTIFICATES OF INSURANCE EVIDENCING CONTINUATION OF SUCH COVERAGE SHALL BE FURNISHED TO BLUEBONNET PRIOR TO THE EXPIRATION OF THE CURRENT POLICIES. SHOULD CONTRACTOR OR ANY SUBCONTRACTOR AT ANY TIME NEGLECT, REFUSE TO PROVIDE OR CANCEL THE INSURANCE REQUIRED HEREIN, BLUEBONNET SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT OR PURSUE ANY REMEDY AVAILABLE AT LAW.

15. **Performance Bond:** Contractor shall be required to execute and deliver to Bluebonnet a performance bond for all construction Work that totals \$500,000.00 and over.
16. **Binding Agreement:** This Agreement is binding upon the Parties and their heirs, successors, executors, administrators, and assigns. Contractor shall not assign any of its rights or duties under this Agreement, or subcontract the whole or any part of the Work to be performed under this Agreement without first having obtained the written consent of Bluebonnet authorizing such transfer of rights or duties.
17. **Relationship of the Parties:** Contractor shall perform all Work as an independent contractor of Bluebonnet, and nothing contained in this Agreement is deemed to create an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent or assert in any form or forum anything to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or

binding upon the other party. Each party acknowledges that it is responsible for its own tax withholding and other obligations with regard to its own employees.

- 18. Confidential information:** Contractor shall not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, and shall hold in a fiduciary capacity for the benefit of Bluebonnet, any and/or all of Bluebonnet's Confidential Information, which shall include, but not be limited to records, data, documents, information, studies, computer programs, know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, computer source codes, member/user lists, member/user information, marketing plans, personnel information, financial information, business strategies, information relating to released or unreleased software, hardware or technology which are not available to the public, information and materials disclosed before or after the date of this agreement between the parties that are marked as "confidential" or "proprietary" or disclosed orally and identified as confidential or proprietary at the time of disclosure and confirmed in writing as confidential or proprietary within 30 days following initial disclosure, and any modifications or derivatives prepared by Contractor that contain or are based upon any Confidential Information obtained from Bluebonnet, including any analysis, reports or summaries of the Confidential Information.
- 19. Information Security:** Without limiting Contractor's obligation of confidentiality as described herein, Contractor warrants that it will comply with the Federal Trade Commission's Red Flags Rule as identified in 16 CFR Part 681 and shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect

against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by Bluebonnet for this purpose.

- 20. Fiduciary Capacity:** Contractor shall hold in a fiduciary capacity for the benefit of Bluebonnet all information described in the preceding paragraph, along with any and all inventions, discoveries, concepts, ideas, improvements, or know-how, discovered or developed by Contractor, solely or jointly with other employees of Bluebonnet, during the term of this Agreement, which may be directly or indirectly useful in or related to the business of Bluebonnet or its affiliates, or may be within the scope of Contractor's or their research or development work. Contractor agrees that during or after the termination of Contractor's relationship with Bluebonnet described above, all documents, records, notebooks, and similar repositories containing such information described in the two preceding paragraphs, including copies in Contractor's possession or Work area, whether prepared by Contractor or others, are the property of Bluebonnet and shall be returned to Bluebonnet. Additionally, Contractor shall return all personal property, including but not limited to keys and signage owned by Bluebonnet that were issued to Contractor for its performance of the Work under this Agreement.
- 21. Breach of Confidentiality:** Contractor agrees that violating any confidentiality provisions of this Agreement at any time, including during litigation, shall produce severe damage and injury

to Bluebonnet. In the event of the breach of, or threatened breach by Contractor of any such confidentiality provision herein, Bluebonnet shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach, without the necessity of posting bond. Such remedies shall be in addition to all other remedies available to Bluebonnet in law or in equity, including but not limited to Bluebonnet's right to recover from Contractor any and all damages that may be sustained as a result of the Contractor's breach.

22. **Safety**: Contractor shall perform all Work under this Agreement in a safe and healthy manner and in accordance with this Agreement and any exhibits hereto, OSHA and/or any other applicable state, federal and/or local standards, whichever may be more stringent. During the course of Work, Contractor is directly responsible for and shall comply with and enforce all laws, rules, regulations and good industry practices applicable to work safety and health as well as member courtesy and satisfaction. Bluebonnet shall not be liable for damages or expenses related to any suspension or stoppage of Work, loss of business, or other special, incidental, consequential or punitive damages in connection with any failure on the Contractor's part to establish, enforce or adequately monitor Contractor's health and safety program or to adhere to the requirements provided in this Agreement and any exhibits hereto and any other provision or requirements in this Agreement.
23. **Force Majeure**: Neither party shall be responsible for any failure or delay in the performance of any obligation herein if such failure or delay is due to a cause beyond the party's control, including but not limited to, acts of God, flood, fire, volcano, war, labor disputes, court order or governmental acts; provided that such party shall use its reasonable efforts to promptly overcome or mitigate the delay for failure to perform. Any party whose performance is delayed or prevented by any cause or condition within the purview of this section shall promptly notify the other party of the anticipated duration of the delay or prevention and the steps being taken to overcome or mitigate the delay or failure to perform.
24. **Severability**: If any provision(s) of this Agreement is declared invalid, illegal, or unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
25. **Assignment**: Neither party may assign any rights or obligations under this Agreement without the written consent of the other Party. Any attempted transfer or assignment in violation of this Agreement shall be void.
26. **Modification**: Any provision of this Agreement may be amended or waived if such amendment is in writing and is signed by each Party to this Agreement. In the case of a waiver, such waiver must be signed by the Party against whom the waiver is to be effective.
27. **Entire Agreement**: This written Agreement, together with exhibits attached, constitutes the entire agreement between Contractor and Bluebonnet with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, discussions and undertakings between the Parties (whether oral or written) with respect to the subject matter. This Agreement may not be modified in any way except by written agreement signed by both parties. There are no other agreements, express or implied, with regard to this subject matter between Contractor and Bluebonnet.

**28. Applicable Law:** This Agreement is deemed executed in the State of Texas and shall be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action for enforcement of or related to this Agreement shall be commenced and heard in a District Court of Bastrop County, Texas, and Contractor and Bluebonnet consent and submit to the jurisdiction and venue of that Court.

**29. Paragraph Headings:** The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify or aid in the interpretation of the provisions of this Agreement.

**30. Right to Conduct Audits:** Bluebonnet shall have the absolute right to conduct audits of Contractor's performance of this Agreement. In the event violations with respect to this Agreement are discovered as a result of any such audit, Contractor shall reimburse Bluebonnet for all costs and expenses of conducting the audit.

**31. Effective date:** \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their proper officers duly authorized, the day and year first herein written.

BLUEBONNET ELECTRIC COOPERATIVE, INC.  
(Bluebonnet)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "B"  
HEALTH, SAFETY AND MEMBER SERVICE

The below conditions, requirements and obligations are in addition to and not in lieu of any provisions to the General Agreement:

1. Contractor shall notify property owner reasonably in advance of any Work to be performed on, under or across the owner's property, and provide Contractor's contact information to allow the property owner to ask any questions or express any concerns regarding the Work to be performed on their property. Should any communication of concern or dissatisfaction be received by the Contractor from a property owner, Contractor shall immediately respond to the property owner's communication in a professional and courteous manner, having due regard for the reputation and public relations of Bluebonnet, and shall apprise Bluebonnet of the property owner's communication and Contractor's response regarding same. Should such prior notification to the property owner be impossible because of an emergency involving a crucial safety hazard which requires Work to be done in an urgent manner, Contractor shall contact the property owner advising of the emergency action within 24 hours after the Work has been completed.
2. All Contractor vehicles and equipment shall be clearly identified.
3. Contractor shall at all times, without compromising safety, be attentive to the rights of the property owner/member and shall conduct its Work on the owner/member's property so as to cause as minimal damage as possible to the property owner/member's property.
4. Contractor shall be expertly versed and comply with all National Electric Safety Code and OSHA requirements and rules and conduct all Work under this Agreement in accordance with same.
5. At-fault Work Accidents: Zero at-fault Work accidents are expected. Any at-fault accident occurring during the performance of this Agreement may result in adverse action by Bluebonnet up to and including termination of this Agreement.
6. Outages: Zero outages resulting from Contractor's Work are expected. Any unplanned outages caused by Contractor in its performance of duties under this Agreement may result in adverse action by Bluebonnet up to and including termination of this Agreement.

7. Member Complaints: Zero member/property owner complaints resulting from Contractor's Work are expected. Any property owner/member complaints resulting from Contractor's Work in its performance of duties under this Agreement or Contractor's failure to comply with the terms of this Agreement may result in adverse action by Bluebonnet up to and including termination of this Agreement.

## EXHIBIT "C"

### **6.1 BEST MANAGEMENT PRACTICES FOR AVOIDING AND MINIMIZING POTENTIAL IMPACTS TO LISTED SPECIES**

#### **6.1.1 Best Management Practices for Avoiding Potential Impacts to Bald Eagles**

The measures identified in the following discussion are BMPs common to all Applicants. These BMPs are designed to avoid and minimize to insignificance the potential for impacts to the bald eagle resulting from installation of new facilities and the repair and maintenance of existing facilities within the proposed permit area. Activities covered under the requested permit are described in Section 4.1 and Tables 1 through 7.

The bald eagle is likely rare throughout most of the proposed permit area, but may be a regular transient in some areas and may occur occasionally at Lake Bastrop within the proposed permit area in late fall, winter, and early spring (Freeman 1996). No active nest sites are known to occur within the proposed permit area. However, one active bald eagle nest is located near the Colorado River and Wilbarger Creek confluence approximately 6 miles west of the proposed permit area. Mature forested riparian habitats associated with the Colorado River and Lake Bastrop have the greatest potential to provide nest sites or winter roost sites within the proposed permit area.

Prior to beginning work in these habitats, the Applicants shall survey proposed project areas to search for nest sites and shall review Texas Parks and Wildlife Department and Service records for known nest and roost sites within and adjacent to the proposed project area.

Nest and roost sites shall be avoided, and clearing for new construction outside of roadway ROWs shall not take place within 750 feet of a bald eagle nest during the eagle breeding season (1 October through 30 April).

An effort shall be made to retain as many trees as possible within ROWs as long as they do not compromise the safety or reliability of the facility. Trees that are to remain shall be clearly marked prior to initiating clearing. Tree protection (protection of trunks from damage by equipment) shall be employed when necessary. The removal of large trees, when necessary, shall be achieved using hand-held equipment to fell trees and separate them into pieces small enough to be removed from the ROW without using track equipment. All large trees shall be inspected for evidence of use by eagles. Any trees exhibiting evidence of use by eagles shall be avoided.

All BMPs listed for the Houston toad (Sections 6.1.2 and 6.2) will also help ensure possible impacts to the bald eagle are minimized to an insignificant level.

### **6.1.2 Best Management Practices for Avoiding and Minimizing Potential Impacts to Houston Toads**

The measures identified in the following discussion are BMPs common to all Applicants. These BMPs are designed to avoid and minimize potential impacts to Houston toads during the installation of new facilities and the repair and maintenance of existing facilities within the proposed permit area. Pertinent to this HCP, activities covered under the requested permit are described in Section 4.1 and Tables 1 through 8.

#### **(1) Training, education, and employee/contractor awareness:**

- a. Each Applicant shall appoint a staff member to serve as the Houston toad point-of-contact for supplying information to and answering questions from employees, contract staff, contractors, and the Service.
- b. Houston toad awareness training shall be given to employees who may be involved in installation and construction projects within the proposed permit area. This training shall be required for project managers, internal contracts staff, engineers, utility foresters, construction and installation staff, construction and installation inspectors, patrollers, environmental staff, and safety personnel. In addition to the initial training course, employees shall be required to attend a refresher course every 5 years or sooner if significant changes in Houston toad-related status or regulations occur. Training shall be available at least once annually for first-time training, new-hires, and refresher training. Training shall be provided by LCRA Environmental Services (Community Services) for LCRA employees and designees, and by AE Environmental Services for AE staff and designees (or by equivalent LCRA and AE staff should either of these Applicants undergo reorganization). Bluebonnet and Aqua employees and designees shall obtain training from LCRA Environmental Services (Community Services), Austin Energy Environmental Services, or from some other appropriate Service-approved instructor.
- c. A Houston toad information brochure or other appropriate reference (approved by the Applicants and the Service) shall be provided to the Applicants' utility projects staff as well as contractors and landowners directly associated with the Applicants' utilities projects.

Contract and negotiating staff, on-site staff, and contractors shall be made aware of the potential for project-related impacts to Houston toads and shall be provided with a list of the BMPs identified in this HCP. On-site staff and contractors shall be vigilant of field conditions and BMPs to minimize potential impacts to Houston toads.

- d. Contracts covering work within the proposed permit area shall include language requiring the use of BMPs identified in this HCP and shall include language specifying consequences and liabilities for non-compliance on the part of contractors.
- e. New customers receiving utility service shall be provided with a Houston toad information package and a Service contact number.

(2) Selection of installation and construction sites:

- a. To the maximum extent practicable, lines shall be installed and new facilities shall be constructed in existing, maintained ROWs, or other similar disturbed areas.
- b. To the maximum extent practicable, line installation and new construction activities shall avoid potential Houston toad habitat (forestlands with deep sands, and possible breeding sites).
- c. Except when within ROWs in existence at the time of issuance of the requested permit, the Applicants shall not initiate new clearing or construction/installation on certain lands without prior discussion with and timely approval from the Service. These lands include Bastrop and Buescher state parks, the University of Texas M. D. Anderson Cancer Center Science Park-Research Division (UT Science Park), and any other lands recognized by the Service as being managed as a preserve for the Houston toad. The Service shall provide each Applicant with a list of such lands annually.

(3) Minimization of potential impacts resulting from clearing and ground disturbance activities resulting from new installation and construction activity:

- a. The Applicants' senior on-site staff shall be thoroughly familiar with the BMPs identified in this HCP and shall monitor activities to ensure use of these BMPs. Monitoring shall include documentation of successful or non-successful implementation of BMPs. The reason(s) for any non-successful implementation of a BMP will be clearly documented. On-site senior staff shall adaptively manage operations based on perceived potential impacts to Houston toads and their habitat.
- b. The use of herbicides can extend the period between maintenance cycles, thereby reducing the frequency, duration, and impact of mechanical maintenance activities within toad habitat. However, the use of herbicides, pesticides, and fungicides is acknowledged to have potential harmful effects on amphibians and some habitats. If it is determined that the use of pesticides is the most appropriate control for a particular project, as part of a scheduled vegetation and/or pest management plan, the following minimum precautions shall be followed:

- The Applicants shall avoid or minimize the use of herbicides and pesticides. If herbicides or pesticides are used, the Applicants shall seek guidance for pesticide use from Pesticide Guidance for the Southwest Region of the U.S. Fish and Wildlife Service (USFWS 2004) or more recent edition. When using pesticides identified in this manual in accordance with techniques described in the manual, the Applicants shall not be required to seek prior concurrence with the Service. Alternatively, the Applicants jointly or individually may develop Service-approved management plans for the use of herbicides and pesticides specific to the activities covered under the requested permit. For herbicides and pesticides and/or applications not addressed in USFWS (2004) or more recent edition, or in a permit-specific Service-approved plan, the Applicants shall contact the Service and obtain guidance by line of business relative to operations and applications. Service approval must be obtained prior to using pesticides and/or applications not identified in USFWS (2004) or more recent edition or in a permit-specific Service-approved plan.
  - Only the least-toxic, non-persistent herbicides shall be selected for use.
  - The Applicants shall require that their employees and contractors conducting covered activities comply with the conditions above and all pesticide label requirements for dilution, application, disposing of rinse water, and disposing of empty containers.
  - Each Applicant's point of contact shall maintain a copy of USFWS (2004) or more recent edition, a chemicals list, documentation on the proper use of these chemicals, and a list of licensed applicators for certain chemicals.
- c. To the maximum extent practicable, clearing and ground-disturbing activities shall be avoided from 1 January to 30 June, the period of Houston toad breeding activity. If clearing or ground-disturbing activities must be conducted between January 1 to June 30, the Applicant(s) shall provide written notice and justification requesting concurrence from the Service at least 30 days prior to initiation of these activities. It is possible an emergency may arise for which a 30-day prior notice cannot be given; in the event this happens, the Applicant(s) shall notify the Service within 72 hours of the clearing or ground disturbing activities.
- d. Where practicable, the Applicants will maintain a buffer greater than 150 feet from wetlands and potential breeding sites. Except in emergency situations, during the breeding season (1 January - 30 June), clearing and ground disturbances shall not occur within 150 feet of wetlands, creeks, ephemeral drainages, ponds, stock tanks, or other similar areas as indicated by on-site observations or from review of 7.5-minute U.S. Department of the Interior, National Wetland Inventory maps. If an emergency situation dictates that clearing or ground-disturbing activities within 150 feet of any of these areas must be conducted between January 1 to June 30, the Applicant(s) shall

provide written notice to the Service within 72 hours of clearing or ground disturbing activities.

- e. Each Applicant shall require someone, trained to recognize anurans and familiar with their biology, to be present on the site of a line installation or construction effort if the activity takes place between 1 January and 30 June and the activity would occur within 150 feet of a potential Houston toad breeding site. This individual would ensure that no toads were present in a project area while activities were being conducted and shall be responsible for surveying potential breeding sites immediately prior to any clearing or construction activity. These surveys shall be designed to determine the presence or absence of adult and juvenile anurans, tadpoles, and/or egg strands. If any anuran eggs or tadpoles are found to be present in or adjacent to a project area, the area containing the eggs/tadpoles will be marked with construction barrier fencing and avoided. Survey results shall be provided to the Service prior to the clearing or construction activity.
- f. In the event that crews cannot drive around wetlands, creeks, ephemeral drainages, ponds, or stock tanks, and crossings must be modified to allow vehicle access, the following activities may be acceptable if conducted outside of the breeding season:
  - Stones may be placed along the bottom of a stream and its banks as long as natural hydrologic flow is unimpeded and all stormwater and jurisdictional waters of the United States protections are met under state and federal regulations; and
  - Non-vegetated, steep stream bank slopes may be graded for accessibility if: 1) stormwater and jurisdictional waters of the United States protection criteria are met under state and federal regulations; 2) the stream does not have wooded riparian borders; and 3) bare, graded stream banks are vegetated with native species following project completion.
- g. Clearing for all utility lines and other structures shall be limited to the minimum amount that allows for the safe completion of a particular project.
- h. Hand-clearing of vegetation shall be used when practical. The use of track equipment for clearing shall be minimized.
- i. Gasoline- and diesel-fueled field equipment shall be inspected daily for signs of fuel or hydraulic leaks; such leaks shall be repaired promptly and measures shall be taken to prevent soil contamination. All hazardous materials related to construction or maintenance activities shall be properly contained, used, and/or disposed of.
- j. An effort shall be made to retain as many trees as possible within ROWs as long as they do not compromise the safety or reliability of the facility. Trees that are to be retained shall be clearly marked prior to initiating clearing. Tree protection (protection of trunks from damage by equipment) shall be employed when necessary. The removal of large trees, when necessary, shall be achieved using hand-held equipment to fell trees and separate them into pieces small enough to be removed from the ROW without using track equipment.

- k. Prior to initiating installation and construction activities, best non-point source pollution controls shall be deployed to protect potential breeding sites from receiving run-off from installation/construction areas.
- l. Small excavations (e.g., trenches for sub-surface lines and holes for poles and standards) shall not remain open overnight. Large excavations that remain open overnight shall be appropriately fenced so as to prevent access by anurans, and shall be inspected in the morning prior to initiating installation/construction activities. Any toad encountered in an excavation shall be removed and placed outside of the activity area.
- m. For major construction projects, the Applicants will conduct vegetation and BMP monitoring for all areas disturbed during construction. Within 30 days of project completion, the Applicants will perform an inspection of all BMPs to evaluate their effectiveness and to make recommendations on which to base adaptive management decisions. Vegetation monitoring will be conducted within 6 months of construction completion to determine the effectiveness of the vegetation restoration efforts. The monitoring will determine whether native species are successfully becoming established in disturbed areas or whether non-native species are dominating revegetated sites. If revegetation efforts are determined to be unsuccessful or only partially successful, adaptive management strategies may be employed to ensure successful restoration of native species. Two years after construction is complete, a follow-up monitoring will be performed to evaluate the effectiveness of BMPs, vegetation restoration, and any adaptive management strategies that were employed following construction. It should be noted that there may be constraints concerning achievement of final restoration since the Applicants will be operating within easements crossing private property, and that the applicants can not be held responsible for the landowners' independent actions that affect the property.

(4) Repair, maintenance, and upgrades to existing facilities:

- a. The use of herbicides can extend the period between maintenance cycles, thereby reducing the frequency, duration, and impact of mechanical maintenance activities within toad habitat. However, the use of herbicides, pesticides, and fungicides are acknowledged to have potential harmful effects to amphibians and some habitats. If it is determined that use of pesticides is the most appropriate control for a particular project, as part of a scheduled vegetation and/or pest management plan, the following minimum precautions shall be followed:
  - The Applicants shall avoid or minimize the use of herbicides and pesticides. If herbicides or pesticides are used, the Applicants shall seek guidance for pesticide use from Pesticide Guidance for the Southwest Region of the U.S. Fish and Wildlife Service (USWFS 2004) or more recent edition. When using pesticides identified in this manual in accordance with techniques described in the manual, the Applicants shall not be required to seek prior concurrence with the Service. Alternatively, the Applicants jointly or individually may develop Service-approved management plans for the use of

herbicides and pesticides specific to the activities covered under the requested permit. For herbicides and pesticides and/or applications not addressed in USFWS (2004) or more recent edition, or in a permit-specific Service-approved plan, the Applicants shall contact the Service and obtain guidance by line of business relative to operations and applications. Service approval must be obtained prior to using pesticides and/or applications not identified in USFWS (2004) or more recent edition or in a permit-specific Service-approved plan.

- Only the least-toxic, non-persistent herbicides shall be selected for use.
  - The Applicants shall require that their employees and contractors conducting covered activities comply with the conditions above and all pesticide label requirements for dilution, application, disposing of rinse water, and disposing of empty containers.
  - Each Applicant's point of contact shall maintain a copy of USFWS (2004) or more recent edition, a chemicals list, documentation on the proper use of these chemicals, and a list of licensed applicators for certain chemicals.
- b. All non-emergency repair and maintenance work that requires more than minimal vegetation or ground disturbance shall not be conducted between 1 January and 30 June.
- c. When emergency repairs must occur between 1 January and 30 June and the potential for impacts is not avoidable, all actions taken during the course of the repair shall be documented and provided to the Service in the annual report.
- d. When applicable for repairs to sub-surface lines, technology and equipment shall be used to locate as accurately as possible the location of the leak, break, or service interruption prior to significantly disturbing any soils and vegetation.
- e. Any mowing equipment used for clearing grass, forbs, and small-diameter woody vegetation within ROWs will be set at a height of at least 5 inches above the ground to minimize the potential for striking toads. In cases where leaving woody stumps of 5 inches tall or greater would pose a risk of damage to equipment, the Applicants may mow vegetation at less than 5 inches above ground level. In such cases mowing shall be restricted to the minimum area necessary.
- f. To avoid disrupting potential breeding sites within ROWs, the Applicants will attempt to maintain their ROW in such a way that artificial breeding sites are not created within the area vehicles are likely to use (i.e. tire ruts). In the event artificial breeding sites are present during the breeding season (1 January to 30 June), and an employee or contractor must drive through the area, every reasonable effort will be made to avoid driving through or disturbing the possible breeding site. .

- n. For major repair, maintenance, and upgrades to existing facilities, the Applicants will conduct vegetation and BMP monitoring for all areas disturbed during construction. Within 30 days of project completion, the Applicants will perform an inspection of all BMPs to evaluate their effectiveness and to make recommendations on which to base adaptive management decisions. Vegetation monitoring will be conducted within 6 months of construction completion to determine the effectiveness of the vegetation restoration efforts. The monitoring will determine whether native species are successfully becoming established in disturbed areas or whether non-native species are dominating revegetated sites. If revegetation efforts are determined to be unsuccessful or only partially successful, adaptive management strategies may be employed to ensure successful restoration of native species. Two years after construction is complete, a follow-up monitoring will be performed to evaluate the effectiveness of BMPs, vegetation restoration, and any adaptive management strategies that were employed following construction. It should be noted that there may be constraints concerning achievement of final restoration since the Applicants will be operating within easements crossing private property, and that the applicants can not be held responsible for the landowners' independent actions that affect the property.

(5) Restoration of disturbed areas:

- a. All disturbed areas shall be returned to approximate pre-construction contours where possible.
- b. Large disturbed areas shall be seeded with native, non-sod-forming species.
- c. Imported topsoil shall be used only in areas disturbed to the point that the use of topsoil local to the site is not practical. Imported topsoil will be inspected for evidence of fire ants. Any imported topsoil found to contain fire ants or their eggs shall be treated prior to use.
- d. Bare, graded stream banks shall be vegetated with native species following project completion.

Question	Response
Respondent Name: (Exact legal name, as it will appear on any contract awarded.)	
Corporate headquarters address	
Registered agent in Texas (name and address)	
Website	
Year established	
Printed name and title of contract signatory	
Single point of contact for Bluebonnet to communicate with concerning your proposal or setting dates for meetings. (name, title, address, city, state, zip code, telephone no., and email address)	
Number of years in business under present name	
Other names under which Respondent has previously operated under the same state taxpayer identification number and/or federal employer identification within the last 10 years and the period of time so operating for each ("Predecessor Entities").	
Business Structure (individual or Sole Proprietorship (list assumed name, if any); Partnership; Limited Liability Company, for Profit Corporation; Nonprofit Corporation; Domestic; Foreign; or Other (specify other type of business structure)	
Affiliated Individuals ("Affiliated Individual" of a Respondent include owners or shareholders other than shareholders in a publicly-traded company; officers; directors; general, limited or managing partners)	
Affiliated Entities ("Affiliated Entities" of a Respondent include parent company, subsidiary, or entity wholly owned by one or more owners of Respondent)	

Federal Employer Identification Number (“EIN”). (If Respondent is a sole proprietorship, please contact Purchasing Agent directly to provide Social Security number): Years in business under present name	
Texas Comptroller’s Taxpayer Number (11-digit number sometimes referred to as the Comptroller’s “TIN”)	
Annual Revenue (please attach any documents reflecting same)	
Total Number of Employees	
Number of current clients/customers	
Professional licenses or certifications held by Respondent, its agents or employees relevant or required for the performance of the activities described in the proposal. Describe and list license or certification	
Planned mergers, transfer of organization ownership, management reorganization, or departure of key personnel expected within the next twelve (12) months, of which Respondent or its Affiliated Individuals are aware	
Has the Respondent or any Related Entity ever had a bond or surety cancelled or forfeited? If so, describe the circumstances	
Has the Respondent, any Related Entity or Predecessor Entity ever been declared bankrupt or filed for protection from creditors under bankruptcy laws? If so, state the date, court, cause number, and status (disposed or active case).	
Is the property of Respondent, any Related Entity or Predecessor Entity subject to any liens, including but not limited to judgment liens, federal, state or local income or ad valorem property tax liens? If so, describe.	
Are Respondent, Related Entity and Predecessor Entity current on all ad valorem property (county) tax payments?	

Has Respondent, Related Individual, Related Entity or Predecessor Entity failed to perform under a contract, or had a contract terminated or been sued for alleged failure to perform under a contract? If so, described, and include case numbers and disposition of any litigation.	
Has Respondent, Related Entity, Related Individual or Predecessor Entity ever been disciplined, or are such parties currently subject to any pending disciplinary proceeding, by any regulatory body or professional organizations? If so, state the name of the regulatory body or professional organization, and describe the date and nature of the action or proceeding.	

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

<b>Reference No. 1:</b>	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
Email Address:	
Date and Type of Service(s) Provided:	

<b>Reference No. 2:</b>	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
Email Address:	
Date and Type of Service(s) Provided:	

<b>Reference No. 3:</b>	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
Email Address:	
Date and Type of Service(s) Provided:	

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below, failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your proposal from consideration or termination of the Contract, once awarded.**

If you have answered “Yes” to any of the questions, please indicate the name(s) of the person(s), the nature and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided in a separate page, attached to this form and submitted with your proposal.

Question	Response (Yes or No)
Have you or any member of your Company or Team to be assigned to this engagement ever been indicated or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?	
Have you or any member of your Company or Team to be assigned to this engagement been sued by a client or been a defendant in any claim, administrative proceeding or other litigation with any Federal, State or Local Government, or private entity during the last ten (10) years, including any tax liens or judgement liens filed on your property?	



Report Source: LiveTankBreaker

Session Test Date: 4/7/2020 8:20:19 AM

Nameplate - Live Tank Breaker

Company	Lower Colorado River Authority	Serial Number	30126319-1
Location	CLEAR FORK	Spec'd ID	00319418
Division	BBEC	Circuit Designation	C24835
Manufacturer	Siemens	Type	CPVD-145-20-1
Year Manufactured	2013	Class	
MT Location	JACKSON, MS	Mechanism Type	FA2.20
Weight	-	Mechanism Design	
Total Weight	-	Interrupting Medium	SF6 Puffer
Country	-	Interrupting Rating	
Control Voltage	-	ISL	610 KV
KV	145	Amps	1200
Layout	7	Phase Name	

CT Nameplate

Manufacturer	(Specified in Note)	Type	
Year Manufactured	-	Class	
KV	-	Style	
Amps	-	Installation Type	
C1 %Power Factor	***	C2 %Power Factor	***
C1 Capacitance	***	C2 Capacitance	***
Phase A - Serial Number			
Phase B - Serial Number			
Phase C - Serial Number			

### Circuit Switcher Motion Analysis

Date	4/7/2020	Company	BBEC
Substation	CLEAR FORK	Breaker	CLEAFOCS24835
Serial Number	301263191	Equipment Id.	00319418
Manufacturer	SIEMENS	Manufacture Type	NA
Operator Type	FA2.20	Line #	T1
KV Rating	145	AMP Rating	1200
Tank #1, #2, #3 Phasing			
DLRO Readings			
	As Found	As Left	
#1	24.9	24.9	μΩ
#2	26.3	26.3	μΩ
#3	26.7	26.7	μΩ
Trip Contact Time by (Coil or Test Initiation)			
	Trip Coil 1	Trip Coil 2	
#1	24.8	NA	ms

#2	24.3	NA	ms
#3	25.3	NA	ms
Delta Sync.	1	NA	ms
Trip Velocity	3.739	NA	
Trip-Free (dwell time within the Circuit Switcher)		36.2	ms
<b>Close Contact Time (Coil or Test Initiation)</b>			
#1	55.8		ms
#2	55.9		ms
#3	55.3		ms
Delta Sync.	0.6		ms
Close Velocity	4.181		m/sec
<b>Travel</b>	<b>Overtravel</b>	<b>Rebound</b>	
118.4	8.7	1.1	mm
<b>Comments:</b>			
<b>Counter Reading</b>	99954. NEW TRIP COUNTER		
<b>Tested By</b>	0		

**Circuit Switcher Operator Inspection Report**

# HIGH VOLTAGE CIRCUIT SWITCHER OPERATOR INSPECTION REPORT

DATE 4/6/2020 LOCATION CLEAR FORK CS NUMBER 24835  
 OPERATIONS COUNTER: STAR 0 LEFT 3 FAULTS SINCE LAST PM 0  
 MANUFACTURER SIEMENS DATE OF MFG 12/13 SWITCHER TYPE CPV2-145-40-1 SERIAL # 30126319-1  
 ASSET NUMB N/A

## \*\* OPERATOR INSPECTION DATA \*\*

**OPERATOR MECHAN** FA2.20 **CLOSING ENERGY SPRING**

	** CONDITION FOUND **	** CONDITION LEFT **
SF6 GAS PRESSURE	86	86
SF6 GAS MOISTURE PPM	53	53
SF6 GAS MOISTURE Degrees	N/A	N/A
% SF6	100	100
DECOMPOSITION	0	0
BREAKER PROFILE:		
TRIP	N/A	N/A
CLOSE	N/A	N/A

	COIL MEASUREMENT	FOUND	LEFT	Interrupter Resistance
A.	63X SF6 Lockout	3450	3450	Pole 1 24.9
B.	27C Loss DC Trip	N/A	N/A	
C.	27T1	N/A	N/A	Pole 2 26.3
D.	52T1 Trip Coil	10.6	10.6	
E.	52C Close Coil	52.1	52.1	Pole 3 26.7
F.	84Y	3460	3460	

<b>OP.</b> 81 psi <b>CL.</b> 78 psi	<b>OP.</b> 77 psi <b>CL.</b> 74 psi	<b>OP.</b> N/A psi <b>CL.</b> N/A psi	
LOCKOUT SW. <u>81</u> psi	HEATER 2 WORKS <u>YES</u>	ZERO LOCKOUT <u>N/A</u> psi	THERMOSTAT WORKS <u>YES</u>
HEATER 1 WORKS <u>YES</u>	DC VOLTAGE <u>133.5</u> VDC	AMBIENT TEMP <u>68</u> F	
AC VOLTAGE <u>124.7</u> VAC	DC MOTOR RUNNING A <u>8.2</u>		
AC MOTOR RUNNING AM <u>N/A</u>			

**COMMENT:**

HOOK STICK SWITCH- POLE 1-156.7 POLE 2-211.1 POLE 3-233.4
CLEANED INSIDE CABINET AND CHECKED ALL CONNECTIONS FOR TIGHTNESS.
REPLACED OPERATIONS COUNTER

REPORT BY \_\_\_\_\_

**LTC Contact Resistance**

## CONTACT RESISTANCE READINGS

LOCATION CLEAR FORK OWNER: BBEC

MFG: REINHAUSEN TYPE: RMV-II-1500-26.4KV SERIAL#: 1435497

CT Ratio \_\_\_\_\_ PT Ratio \_\_\_\_\_ OIL in gal: 270

PHASE: \_\_\_\_\_ KVA RATING: \_\_\_\_\_ BUS KV: 13090

CONTRO MFG \_\_\_\_\_ CONTROL TYPE \_\_\_\_\_

PHASE 1 S/N: \_\_\_\_\_ PHASE 2 S/N: \_\_\_\_\_ PHASE 3 S/N: \_\_\_\_\_

**TEST DATA IN MICRO OHM**

PHASE 1		
	FOUND	LEFT
1 RAISE	60	60
NEUTRAL	66	66
1 LOWER	70	70
2 LOWER	77	77
3 LOWER	93	93
4 LOWER	105	105
5 LOWER	78	78
6 LOWER	72	72
7 LOWER	67	67
8 LOWER	55	55
9 LOWER	33	33
10 LOWER	71	71
11 LOWER	26	26
12 LOWER	73	73
13 LOWER	31	31
14 LOWER	31	31
15 LOWER	75	75
16 LOWER	51	51
Rev Sw Lower	64	64
Rev Sw Raise	95	95

PHASE 2	
FOUND	LEFT
69	69
69	69
96	96
81	81
79	79
62	62
43	43
42	42
34	34
39	39
31	31
42	42
43	43
45	45
39	39
31	31
47	47
42	42
65	65
60	60

PHASE 3	
FOUND	LEFT
52.6	52.6
49.9	49.9
111	111
50	50
97	97
112	112
54	54
55	55
37	37
39	39
54	54
42	42
38	38
44	44
40	40
41	41
62	62
47	47
35	35
36	36

COMMENTS: WRENCH WAS FOUND IN BOTTOM OF LTC CABINET DURING INSPECTION.

CLEANED AND TESTED ALL CONTACTS. ALL EQUIPMENT IS IN GOOD CONDITION.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



CHECKED BY: \_\_\_\_\_

DATE: 4/7/2020

LOCATION CLEARFORK OWNER: BBEC

**TRANSFORMER NAMEPLATE INFORMATION**

MFG: HOWARD INDUSTRIES TYPE: POWER BANK SERIAL #: 294279-4013  
DATE MFG 14-Jan MVA: 33.6 IMP. in %: 8.13  
RATING: 138/13.09 CLASS: ONAN/ONAF/ONAF OIL in gal: 11495

**LTC NAMEPLATE INFORMATION**

MFG: REINHAUSEN TYPE: RMV-II-1500-26.4KV SERIAL #: 1435497  
CT Ratio \_\_\_\_\_ PT Ratio: \_\_\_\_\_ OIL in gal: 270  
PHASE: \_\_\_\_\_ COUNTER: 21187 PREVIOUS INSP: N/A

**TEST DATA**

OIL DIELECTRIC (877) in KV BEFORE: N/A AFTER FILTERING: 31.4  
IFT in DYNES/CM AFTER FILTERING: N/A  
CONTACT CONDITION GOOD

		COMMENTS
SELECTOR SWITCHES	1	<u>GOOD</u>
	2	<u>GOOD</u>
	3	<u>GOOD</u>
REVERSING SWITCHES	1	<u>GOOD</u>
	2	<u>GOOD</u>
	3	<u>GOOD</u>
MOVING SWITCHES	1	<u>GOOD</u>
	2	<u>GOOD</u>
	3	<u>GOOD</u>
COLLECTOR RINGS	1	<u>GOOD</u>
	2	<u>GOOD</u>
	3	<u>GOOD</u>

LTC TO MAIN INSULATING BOARD:

MECHANISM: GOOD  
MOTOR: GOOD VOLTAGE: GOOD AMPS: GOOD

COMMENTS AND RECOMMENDATIONS \_\_\_\_\_  
LTC IS IN GOOD WORKING ORDER  
\_\_\_\_\_  
\_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ DATE: 4/7/2020

Report Source TwoWindingTransformer

Session Test Date 4/10/20 8:24:31 AM

Nameplate - Two-winding Transformer

Company	Lower Colorado River Authority	Serial Number	294279-4013
Location	CLEAR FORK	Special ID	00319057
Division	BREC	Circuit Designation	T1
Manufacturer	Howatt Inc.	Configuration	A-Y
Year Manufactured	2014	Tank Type	NO Blanket
MP Location	ELLSVILLEVILLE, MS	Control	ON
Phase	Three	Class	DRYTYPE/ONAN
Oil Volume	12285 US	BL	600 kV
Height	22400 LB	VS Rating	30, 18, 24, 1, MVA
kV	138, 26, 10		

Administration

Test Date	4/10/20	Test Time	8:24 AM	Weather	Partly Cloudy
Air Temperature	20°C	Apparatus Temperature	20°C	Humidity	77 %
Tester	JAWLD	Work Order	1071000	Date Last Tested	
Verified		Test Set Type	NA000	Date Released	
Verification Date		Set Top Serial #		Reason	ROUTINE
Last Used #		Set Bottom Serial #		Travel Time	
Purchase Order		Inv. Book #		Duration	
Copies		Sheet #		Crew Size	2

Sweep Frequency Response Analyzer Test Report



Transformer Count: 1  
Total Test Count: 9

1. Manufacturer: How, Serial Number: 294279-4013, Special ID: 00319057

TestDate: 4/8/2020 9:25 AM, Trace Name: H1-H3\_2020-04-08\_09-25-27  
TestDate: 4/8/2020 9:30 AM, Trace Name: H2-H1\_2020-04-08\_09-30-24  
TestDate: 4/8/2020 9:36 AM, Trace Name: H3-H2\_2020-04-08\_09-36-48  
TestDate: 4/8/2020 9:44 AM, Trace Name: H3-H1\_2020-04-08\_09-44-09  
TestDate: 4/8/2020 9:49 AM, Trace Name: H2-H1\_2020-04-08\_09-49-22  
TestDate: 4/8/2020 9:53 AM, Trace Name: H1-H2\_2020-04-08\_09-53-40  
TestDate: 4/8/2020 9:58 AM, Trace Name: X1-H3\_2020-04-08\_09-58-09  
TestDate: 4/8/2020 10:02 AM, Trace Name: X2-H3\_2020-04-08\_10-02-19  
TestDate: 4/8/2020 10:06 AM, Trace Name: X3-H3\_2020-04-08\_10-06-11

Nameplate Details

1. Manufacturer: How, Serial Number: 294279-4013, Special ID: 00319057

TestTemplate: 3-Ph 2-Wind D-Y

Serial Number: 294279-4013	MVA Maximum: 30
Manufacturer: How	MVA1: 18
Year of Manufacture: 2014	MVA2: 24
Special ID: 00319057	MVA3: 0
Current: 0	Notes: 13999
Phases: 3	26.1813.09
Windings: 2	Test run on 13813090
Type: D5T	DETC: 3
Hz: 138	Template: 3-Ph 2-Wind D-Y
LV1: 26.18	LTC Serial Number:
LV2: 0	LTC Manufacturer: Peab
Tertiary: 0	LTC Year of Mfg: 2014
Impedance HV/LV1: 8.13	LTC Range: 18, -189
Impedance HV/LV2: 0	LTC Notes: RMV-0
Impedance HV/Tertiary: 0	DETC Serial Number:
Impedance LV/Tertiary: 0	DETC Manufacturer: A-88
	DETC Year of Mfg: 2014
	DETC Range: 5
	DETC Notes:

## **Transformer Alarm Check**

## TRANSFORMER ALARM CHECK REPORT

LOCATION:           CLEARFORK                XFMR           T1BBEC            
 MFG:           HOWARD INDUSTRIES                S/N:           2942794013            
 MVA RATING:           33.6                VOLTAGE:           138/69/12.5            
 CHECKED BY:           MK, RM, DJ                DATE:           4/6/2020          

	ALARM TYPE	DEVICE NO:	ALARM	PICKUP	RESET
1	SUDDEN PRESSURE MAIN TANK		PASS	YES	YES
2	PRESS. REL. DEVICE- LTC		PASS	YES	YES
3	PRESS REL DEVICE- MAIN TANK		PASS	YES	YES
4	LIQ LEVEL- LTC		PASS	YES	YES
5	LIQ LEVEL- MAIN		PASS	YES	YES
6	LIQ TEMP- MAIN		PASS	YES	YES
7	AC UNDERVOLT- MAIN		PASS	YES	YES
8	BACKUP RELAY		PASS	YES	YES
9	VAC FAIL LTC		PASS	YES	YES
10	WINDING TEMP		PASS	YES	YES
11	LTC DEHYDRATOR ALARM		PASS	YES	YES
12	LOW CYL PRESS ALARM		PASS	YES	YES
13	HI TANK PRESSURE ALARM		PASS	YES	YES
14	LOW TANK PRESSURE ALARM		PASS	YES	YES
15	LTC CONTROLLER ALARM		PASS	YES	YES
16	LTC LOSS POWER ALARM		PASS	YES	YES
17	DC UNDERVOLT ALARM		PASS	YES	YES
18					
19					
20					

COMMENT: \_\_\_\_\_  
 WINDING TEMP; 70 DEG- 1ST BANK ON, 80 DEG- 2ND BANK ON, 110 DEG- WINDING ALARM \_\_\_\_\_  
 LIQUID TEMP; 70 DEG- 1ST BANK, 80 DEG- 2ND BANK, 100 DEG- ALARM \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# **BBEC commissioning, relay check out and diagnostics guide**

## **Dress out Services**

- Installation of high-voltage and low-voltage bushings
- Installation of high-side and low-side arrestors and arrestor stands
- Installation of radiators and top off the oil
- Pull vacuum per manufacturer standards and requirements and provide BBEC with applicable documentation of vacuum pulled, hold time and vacuum loss over time data

## **Diagnostics and Testing Services**

- Turns Ratio Test (TTR)
- HV and LV bushing capacitance test
- Dissolved Gas Analysis (DGA)
- Sweep Frequency Response Analysis (SFRA)
- Provide BBEC with documentation of all test results

## **System Control and Relay Services**

- Provide relay services to add one power bank
- Provide relay services to wire verify and test transformer differential panel
- Acceptance test transformer protection panel
- Upload relays and test relays (settings provided by BBEC)
- Wire verify and power up circuits to new transformer
- Ratio CTs in new transformer
- Verify current circuits by passing current from transformer CTs to the new panel
- Control check all functions of the new transformer, verify alarms with the control center (BBEC and LCRA SOCCs)
- Trip test applicable relays
- Perform load checks after energizing
- Ensure all fans operate under the applicable fan stages designed on the unit
- Provide red line mark ups on prints for as-built purposes and present them to BBEC before invoicing BBEC