Texas County Websites List

 $\underline{https://www.county.org/About-Texas-Counties/Texas-County-Websites}$

United Cooperative Services

RV & Temporary Building Contact List

RV Rentals:

RV Rentals USA 1615 Hines Rd. Cleburne, TX 76033 817-517-7247

Cleburne RV 3634 N. Main St. Cleburne, TX 76033 817-641-5701

Bennett's Camping Center 2708 E Hwy 377 Granbury, TX 76049 817-279-7500 Freda Carter

Fun Town R.V. 2200 US 67 EAST BUSINESS Cleburne TX 855 867-1433

Bayer RV 18417 SOUTH US 67 Dublin TX 76446 254-445-4807 800 859-9205

Portable Office Buildings:

WillScot 4590 Carey St. Fort Worth, TX 76199 817-349-7386 800-251-1600

Pac Van Inc.
California Crossing St.
Dallas Tx, 4590
817-293-2193
800-587-1784
817-454-1417-After Hours Lee Strube



TEC Board, Committees & Contacts

TEC CO-OP & GROUP MAPS

Download a PDF with maps of TEC groups and co-op service territories.

BOARD & COMMITTEE MEMBERS

Download a PDF of the current TEC board and committee members.

EXECUTIVE OFFICE

Mike Williams	President/CEO	(512) 486-6203
Emily Pope	Administrative Assistant - Headquarters	(512) 486-6201

GOVERNMENT RELATIONS

Eric Craven	Sr. Vice President, Government Relations & Legal Affairs	(512) 486-6222
Evan Autry	Director, Legislative Affairs	(512) 486-6227
Julia Harvey	Director, Regulatory Affairs	(512) 486-6220
JenniferJohnston	Government Relations Coordinator	(512) 486-6221

COMMUNICATIONS & MEMBER SERVICES

Martin Bevins	Vice President, Communications & Member Services	(512) 486-6249
Danny Williams	Manager of Loss Control	(512) 413-0509
Curtis Whitt	Loss Control Regional Supervisor	(512) 694-0232
Tami Knipstein	Program Coordinator	(512) 486-6271
Esther Dominguez	Youth Tour Coordinator	(512) 486-6211
Karen Nejtek	Production Manager	(512) 486-6244
Andy Doughty	Creative Manager	(512) 486-6250
Charles Lohrmann	Editor	(512) 486-6243
Renee Troup	Conference Manager	(512) 486-6239

Jeff Marshall	CFO	(512) 486-6240
Luci Hahn, PHR, SHRM-CP	HR Manager	(512) 763-3331
Veronica Labay	Controller	(512) 486-6234
Antoinette Loving	Accounting Manager	(512) 486-6232
David Painter	IT Director	(512) 486-6260

MANUFACTURING & DISTRIBUTION SERVICES

Johnny Andrews	Chief Operating Officer	(877) 868-8610
Gary Daniel	Executive Director, Distribution & Services	(512) 763-3351
Archie Lopez	Executive Director, Strategic Initiatives	(512) 763-3325

Security Fence

In the event that United's security fencing has been compromised at any of its restricted access locations, the Director of Facilities is authorized to procure the services of fencing professionals to repair damaged fencing or install temporary fencing as conditions dictate.

To this end, the following is a list of preapproved vendors with contact information.

Buzz Custom Fence Company

Aledo Office (817) 989-2600 Aledo, TX 76008

Cleburne Office (817) 641-0080 Cleburne, TX 76031

Fort Worth Office (254) 237-2066 Fort Worth, TX 76107

Hico Office (817) 579-8118 Hico, TX 76457

Granbury Office (817) 894-3410 Granbury, TX 76048

Weatherford Office (817) 594-4545 Weatherford, TX 76086

Waxahachie Office (972) 935-9555 Waxahachie, TX 75165

Moseley Fence Company

Coty Moseley - Owner phone: 817-825-2308

email: moseleyfence@yahoo.com

Emergency Response Plan – Processes, Guidelines, and Procedures

Description	Obtained From
Security Process for United's Bank Accounts	Russell Young
Key Account Representative - Back Up Plan	Jeff Pannell
Human Resources Effects on Benefits & Budget Timing	Kevin Keesee
Recovery from Loss of Power at Key Facilities Guidelines for Generator	Jared Wennermark Jared Wennermark
Outage Management Guidelines - CONFIDENTIAL UCS Dispatcher Checklist (pull-out)	Cory Menzel Cory Menzel
IT Disaster Recovery Plan	LiveDataPulls - Brad Mead
PC and Server Backup and Recovery process - CONFIDENTIAL	LiveDataPulls - John Huffman
AS400 Backup and Recovery - CONFIDENTIAL	LiveDataPulls - Robert Bernhoft
Policy 3100 - On Call/Working Hours Policy 3400 - Cardinal Rules Appendix - A Policy 4150 - Planning, Design and Operation Standards Policy 4160 - Environmental Policy UCS Planning Standards UCS Operational Standards- CONFIDENTIAL	Live Data Pull
Large Oil Spills	Jared Wennermark
Satellite Phone Detail	LiveDataPulls-IT
Disaster Tent Preparations	Jared Wennermark
Fleet Leasing & Fuel	Ed Nunez
Mechanics/Towing	Ed Nunez
Security	LiveDataPulls - David Stone
UCS Oil Spill Guidelines	Jared Wennermark
Privacy Concerns	Marty Haught
Sample information packets for assisting Cooperatives	Blake Beavers
Process for extended hours for MSRs	Landy Bennett
Contractor management and project assignement during ERP events	Quentin Howard
Miscellaneous items purchasing list for ERP events	Robert Sherman
House keeping and office clean up process during an ERP event	Robert Sherman

Security Process for United's Bank Accounts

Current Security Practices for Bank Transactions

- Positive Pay system for all AP checks written from United accounts
 - United sends a positive pay file to Frost Bank with each check number and dollar amount listed. All checks must match both criteria in order for funds to be disbursed.
 - This process is also used for Member Dividends and Bonus checks through First Financial Bank.
- Proper identification and authorization required for First Financial Bank and Frost Bank wire transfers

Vulnerability in Wire Transfer Security

- In the event of a security breach where a wire transfer is attempted, the following steps are required to stop the transfer:
 - For First Financial Bank, an authorized employee will need to call the Wire Room at 866-627-7130 ASAP to cancel the transfer.
 - Also, if a wire is sent to a new beneficiary, First Financial Bank will call to confirm before the wire is approved to process.
 - For Frost Bank, an authorized employee can call the treasury management help desk at (888) 481-0336 between 7:00 AM and 6:00 PM, and the wire room department can be reached to see if the wire has been processed. If it has not been processed, then the wire can be stopped. However, Frost Bank cannot guarantee that the wire can be stopped if it has already run its course through the screening process in the wire department.

Key Account Representative- Back-up Plan

In the event that Key Account reps are not available, the Senior Field Engineering Representatives (Senior FER's) will be properly trained to assist with communicating to United's Key Accounts during times of need. Each Senior FER will be responsible for the specific area in which they represent and will be listed on the Key Account Database as a "back-up" contact. The Senior FER's at this time are:

Wes Burton- Burleson/Cleburne Operational Districts
Gary Sowders- Granbury Operational District
Denny Adams- Stephenville/Meridian/PK Operational Districts

Training

The Key Accounts/Business Development Manager will be responsible for both granting access to the Key Account database, as well as training each Senior FER on how to access and utilize this particular resource. Training will be performed annually, concurrent with the annual update of the ERP.

Human Resources and potential effects on benefits and budget timing.

Human Resources will notify NRECA and maintain current status of benefits until the emergency is over. If a cooperative makes no changes during open enrollment period at NRECA due to a crisis scenario, the existing benefit plans would carry forward into the next year. NRECA will work with the cooperative after the crisis ends to ensure accuracy of benefits.

The budgeting process can be delayed and then expedited once the emergency is over to ensure business continuity.

Recovery from Loss of Power at Key Facilities

For UCS, there are three Key Facilities: the Burleson Office, Cleburne office and the Stephenville office. Personnel, assets, etc. can be redirected from any other of UCS's three office facilities if necessary during a catastrophic event.

Burleson Office

The Burleson Office houses the majority of the Executive Staff as well as the key operations and planning groups. Therefore it is an essential office that requires power at all times. The office itself is fed from Timbergreen substation (UCS distribution service) and there is an automated source transfer switch installed that will allow the office to be automatically fed from High Point without service interruption during most events. For this reason, outages for Burleson Office are highly unlikely. However, if power is lost, the Burleson Office key operational areas are supported by a large UPS that will keep operation systems running for approximately 10-15 minutes. Within this timeframe, the automatic backup generator will start and begin powering those systems while backfeed options are being initiated by the operations group. The generator requires propane fuel for which there are several local vendors if the 500 gallon tank should need refueling.

Cleburne Office

The Cleburne office houses Executive Staff as well as key operation and warehouse groups. Therefore it is an essential office that requires power at all times. The office is fed from Tenaska substation (UCS distribution service) via an underground loop and can easily be fed from Keene substation with the operation of several distribution switches. Additionally, it can be fed from the Joshua 1 substation during low loading periods or with approval from the planning department. For this reason, long term outages for the Cleburne office are highly unlikely. However, in the event of an outage, the Cleburne office key areas are supported by a large UPS that will keep systems running for approximately 3-4 hours. Within this timeframe, either switching can be performed, or the trailer-mounted generator can be connected to the service transformer. The generator requires diesel fuel for which there are several local vendors.

Stephenville Office

The Stephenville office houses the majority of the revenue/accounting related functions of the cooperative; therefore it is essential to maintain power here as well. This office is served from the Selden substation (UCS distribution service) and has the capability to easily be served from two separate circuits connected to the Selden substation transformer with the operation of several distribution switches. Additionally, with some line switching, the office facility can be served from the Stephenville substation. Key systems at this office are supported by a large UPS for standby until the on-site generation unit picks up the load. The generator is LP gas for which there are several local vendors if the 500 gallon tank should need refueling.

Generator/UPS Testing

UPS testing should occur on a monthly basis at the Cleburne, Stephenville, and Burleson offices by the IS&T group with assistance of other groups as necessary. The Burleson and Stephenville Office generator exercises automatically every Monday and is monitored by Technical Services and maintained by Operations. The trailer-mounted generator housed in Cleburne is maintained and tested by Operations. Any problems should be brought to the attention of the Emergency Coordinator and resolved immediately.

Portable Generator Use at Other Locations

UCS has many smaller generators available for use at other locations, and one with the capacity to power an entire office building. In extreme situations one of these units may be needed at one of UCS's other locations. Use of the large trailer-mounted generator housed at Cleburne shall be done according to established guidelines. If more generation is needed for local needs a vendor is as follows:

Contact: Clifford Power Systems

101 Industrial Blvd. Mansfield, Texas 76063

24 hr toll free: (800) 324-0066

Danny Pruitt - Manager, 817-529-1801

Gary Bronaugh – 817-640-5544 24 hr dispatch

Updated: 2/17/2022

United Trailer-mounted Generator Set Guidelines

Overview

United owns a trailer-mounted diesel generator set that can be mobilized in the event of a power outage at any of the United branch offices, at selected member locations, or whenever temporary power is needed by United personnel. The generator provides electrical output in a range of three-phase and single-phase voltages to bus connections and receptacles. These guidelines will outline the specifications and procedures for operation of the generator.

Electrical Specifications

<u>Voltage</u>	Phase	KW/KVA	Trip Setting (A)
277/480	3	213/266	250
120/240	3	213/266	630
120/208	3	188/235	630
120/240	1	175/219	630

Storage

The generator set will be stored at the Cleburne office in the covered parking across from the warehouse. The trailer wheels should be chocked during storage and operation. The generator must be plugged into a 120 V outlet at all times to keep the battery charged and the engine block heated. To prevent discharge, the battery disconnect switch should be left in the open position (the battery will still charge). The generator should be stored full of fuel so it is ready for use. The generator doors should be locked and a set of keys are kept in Cleburne dispatch, Cleburne mechanics office, Cleburne Foreman's office and a set is kept by Senior Foreman

Transportation

Instructions for towing and parking the trailer can be found on pages 21-26 of the user manual and must be followed carefully.

Interconnection

The generator cannot be operated in parallel with another power source since the output cannot be synchronized. It must never be connected to an energized distribution system. The typical method for restoring power to a facility is to connect cables from the generator terminals to the distribution transformer secondary terminals serving the facility. An air break should be visible before connecting the output of the generator to the distribution network (i.e., primary elbows parked or overhead disconnect switches opened). Appropriately sized cabling should be used for connection of the generator to the load, taking into account the ampacity of the cable (see breaker ratings above) and the anticipated voltage drop. Where possible, the phase rotation of the facility should be identified in advance so the proper connections can be made. The generator terminals and cables should be labeled so that phase and rotation are easily identified. The trailer chassis must be grounded to an 8 ft. embedded ground rod through a #6 Cu wire connected to the grounding lug on the frame.

Operation

General instructions for preparation, starting, and running of the generator are found on pages 27-34 of the user manual. Instructions for voltage control are written on the control panel itself. Before starting the engine, make sure the voltage switch is in the correct position. **Do not switch the voltage while the generator is running.**

Metering

Prior to connecting the generator to a facility, the effect of the generator on metering at the location should be considered. Meter readings should be recorded before load is transferred to the generator and after it is restored to normal. The recorded readings should be reported to the Electrical Engineer.

Maintenance

The maintenance schedule for the generator set is based on hours of operation, as recorded on the generator's hour meter, and passage of time. Service intervals for standby operation can be found on pages 160-161 of the user manual. In particular is the requirement to run the generator for 30 minutes every two weeks *under load*. Detailed instructions for maintenance and servicing of the generator are found on pages 162-207 of the user manual. A generator maintenance record should be kept by those performing the maintenance.

Safety

General guidelines for safe operation of the generator set are found on pages 74-89 of the user manual. Additionally, standard United safety guidelines should be followed when working around potentially energized equipment, especially when interconnecting the generator. Where possible, knockouts should be used for making connections to padmounted transformers so that the cabinet may remain closed during operation of the generator. Barricading and flagging should be used where necessary.

Responsibilities

Interconnection and Operation of the generator will be under the direction of the Senior Foreman.

The Senior Foreman and dispatch will each have a copy of the user manual. Another copy of the user manual will be kept with the generator. A set of keys are kept in Cleburne dispatch, Cleburne mechanics office, Cleburne Foreman's office and a set is kept by Senior Foreman.

Fleet Mechanics are responsible for regular maintenance and fueling of the generator and trailer.

The Senior Foreman will conduct annual training on generator operation for appropriate personnel and the Electrical Engineer will provide technical assistance as required.

Updated: 4/16/2020 Jared Wennermark

UNITED COOPERATIVE SERVICES EMERGENCY RESPONSE PLAN/EMERGENCY OPERATIONS PLAN Version 1.2022

Pages 568 through 675 redacted due to confidentiality.

UCS System Operator Checklist (updated 03-2020) (Checklist should be completed at the earliest convenience)

Arrival	:
(Check doors (patios, comm room, CEO office, boardroom) at start of each shift. Check lobby lights to make sure they are off
	Note server room temp on checklist, acceptable temp is below 74°. If room gets above 74°, setup portable AC and aim hose
	out the door; email Robert Sherman, Shawn Eiler and Brad Mead. Call Robert if temp is extreme or will not cool down.
	Follow Shift Change Protocol. Review with the previous Operator; note all active/special situations.
	Check Comm Room Calendars for scheduled groups, and create afterhours Standby Log (evening shift M-F, dayshift on
-	using printed calendars at Station 3.
	Restart the NetPC computer and log in as yourself.
	Open: Mitel Connect, Mitel Connect Contact Center, Outlook, iXp, MyAccount, Command Center, Korweb, and Office.com.
	Test the IXP and My Account sessions by performing an account inquiry.
	Check Korweb for any emergency locates. If you find any, address them with outgoing Operator.
]	Read your emails thoroughly. Before responding to an email, make sure it wasn't previously addressed as to avoid confusion.
STEP 3.	Restart SCADA computer, log into and update SCADA, and then review with outgoing Operator.
	Reset any trip targets showing in alarm view. Acknowledge all alarms. Check volume controls to be sure it is set to a reasonable
	level that will allow alarms to be heard without interfering with radio or phone traffic.
	Verify that all reclosers are on normal trips, unless lightning is possible in the near future. Check the DA ALT TRP summary
	screen. If no lightning is present or expected, Storm Mode should be OFF.
	Verify SCADA COMM lines and Substation RTUS are reporting properly by visiting the SUB COMMS summary screen. If
	there are any problems, contact SCADA Contacts as listed on the problems contact list. (sub comm line failure=notify Brazos). Verify DA COMM lines and Device RTUS are reporting properly by visiting the DA COMMS summary screen. If there are
	any problems, contact DA Contacts as listed on the problems contact list. (DA comm line failure=notify Bryan Phipps).
	Verify all SCADA reported substation voltages are within reason by viewing the three small, color-coded dots
	at lower left corner of each substation square on UCSSYS screen. If any are in the extreme (yellow/orange/red)
	hover mouse pointer over those dots to see the exact voltages; anything less than 124 volts or more than 127
•	volts is extreme, and you will need to call Brazos to report the hi/low voltage. If you see any colored in Purple,
	call Brazos immediately; though rare, it is a very high priority.
	Verify all reclosers are in normal status via UCS AST, Sub HL & DA HL (hotline tag) Summary Screens, and the Sub & DA
	1S (1shot) Summary Screens, unless there is a crew or contractor currently working with HLT or 1shot in place.
	Verify LOMS block points are not enabled (unless prescribed) via both the SUB LOMS and DA LOMS summary screens.
	Open the "Alarms" tab on SCADA, verify the intrusion alarms/HLT/1SHT alarms are under normal settings (if inside the hours listed under "TIME ON" and "TIME OFF", STATUS should be blocked, if outside these hours, STATUS should be normal.
	If there are any problems with any of the above, contact the SCADA Contacts as listed on the technical problem contact list.
	Review the radio setup is in normal status, check to ensure radio circuits are active.
	Verify current status of radio console setup to ensure you understand how the last Operator has operated the console. This
	includes checking VOLUME CONTROL SETTINGS, and setting up use of SELECTED CHANNELS, CROSS PATCH, and
	wireless headsets. Any issues, contact the Radio Contacts as list on the technical problems contact list.
	Review the OMS software status on active computers; steps must be completed in this order.
	Close OMS programs and then restart computer. (Midnight shift should only close and reopen program, not restart).
	Open DisSPatch and click on the login button when the window pops up. Once it has loaded, click the Outages button at top
	left of DisSPatch screen; the Outage Manager will open. Drag it to the top left corner of the opposite monitor.
	Make sure the server shows Server Online and Predictions enabled in green. Make sure STORM MODE is not selected.
	Verify all circuits are checked in Work Environment (if it is not open, click on the network symbol; looks like stair steps) at
	top of DisSPatch screen. It will open on left side of screen; click the Work Environment tab (at the top), and verify the boxes
	beside all areas and circuits are checked <u>except for X Scale Source</u> . (X Scale should be checked; X Scale Source should not). Verify the LOMS points are present by double clicking on any substation recloser in the model. The navigator will open (you
	may have to click 'edit' to open the full window). Select the SCADA tab on the top tabs and then select Device Status from the
	tabs below it; verify that LOMS points show in the boxes.
	Make sure the alarms are not muted, check volume control setting and adjust level if needed.
	Click on 'preferences', then 'outage preferences', verify ETOR box is checked, and the default is set to 2.
	Load the Land Base by clicking on the blue globe at the top of DisSPatch screen.
	Open Calls Manager, click login when the window pops up. Make sure the server shows Server Online in green. Verify there
	are no unresolved calls. Check for location calls (any call in Calls Mgr that is not showing in DisPatch Client outages). Drag
	Calls Mgr screen to the bottom right corner of monitor, overlapping the Outage Manger screen.
	If there are any problems with any of the above, contact the OMS Contacts as listed on the technical problems contact list.
SIEP 6.	Complete test calls to ensure telephone system is operating correctly.

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volume. Open Mitel Connect and login. Open Mitel Connect Contact Center inside a web browser and login.

At the start of your shift: Make sure you log in to your phone base and that your extension is not set to DND; check ringer

	Select "Start Taking Requests" to begin taking calls (after 5pm on weekdays, + on weekend). Correct queues to be logged into
	are Dispatch, MSR3, and Overflow MSR. This can be checked by clicking the drop down on "Log out of my queues".
	From an outside line, call the Cleburne Office, 817-556-4000, and follow step 7.
	From an outside line, call the Direct line, 817-641-5232, the 5232 extension on your phone should ring.
	From an outside line, call the Burleson Office, 817-447-9292, when the automated system rolls over, press 0 to skip the prompt.
	If you're alone it should say all representatives are busy, if with another operator, their phone should ring, if it's not being used.
	From an outside line, call the Granbury Office, 817-326-5232, the automated system should answer.
_	From an outside line, call the Stephenville Office, 254-965-3153, the automated system should answer.
	From an outside line, call the Stephenville Office, 800-342-6239, the automated system should answer.
	From an outside line, call the PK Lake Office, 940-779-2985, the automated system should answer.
	From an outside line, call the Meridian Office, 254-435-2832, the automated system should answer.
	From an outside line, call the Digtest/Elevator Line, 817-556-4056, the 4056 extension on your phone should ring.
	From an outside line, call the dedicated Sys. Ops. line, 817-447-3670, the cordless extension should ring.
	If there are any problems with test calls, contact the Telephone Contacts as listed on the technical problem contact list.
STEP 7	7. Place test call into the UCS IVR system:
	Place a test call into the IVR by calling any office line. Follow the prompt to enter an outage: press 1, and 1 again. It will
	recognize the # as having multiple accounts; press 2, then 2 again to enter the meter # 777-777-8 and then #. Press 1 to
	leave a voice message, make sure to leave a message long enough that it records it (5-10 seconds).
	Verify your call shows up in Calls Manager as an unresolved call with a voice message. Click to select your unresolved call,
	then click the Modify button to open it. Resolve it to an outage on any <u>UCS</u> account (7782 is one UCS account #) by selecting
	Lookup; the message you recorded will play; close the message box then search account number (7782). A list of accounts
	with 'United Cooperative Services' should pull up. Double click on one of the UCS accounts; this will resolve your call to the
	account as an outage.
	Verify the outage shows up in DisSPatch Client. The audible alarm should sound as well.
	Verify the outage shows on both of the Outage Viewer Dashboards: Open the external outage viewer dashboard by going to
	www.united-cs.com then click on Report Outages tab below picture on main page. When new page opens scroll down and
	click red circle "Click to View" on map . Open the internal outage viewer dashboard by going to UCS Intranet page and clicking
	on the Outage Map.
	Once you have verified the above, remember to discard the outage from OMS.
	Open BLS, click on the 'Configuration' tab, then click 'Toggles', verify high call volume is not on. If orb is red, its off, if its
CEED (blue, then it's on. To enable/disable this setting, click the checkbox next to the orb, and click activate/deactivate.
STEP 8	3. Complete a test outage email from our web site to ensure the email is received and working properly.
	Go to www.united-cs.com, then click on Report Outages tab below picture on main page. Scroll down to view Report Outage
	Online form, fill in the required sections on form and click submit. Check the OutageReportsInbox in Outlook to confirm email
CTED C	was successful, then delete it Any problems, email IS&T.
SIEPS	O. Verify all electronic doors show closed and card only via AccessIt.
	Select Hardware, then Readers. Scroll through each page to see all doors. If any show other than "closed" and "card only",
	email IS&T and Maintenance of the door name and status. If a group is scheduled to be in the Community Room at the time,
	that door should show "unlocked"; verify this before sending email notification).
OTED 1	If any exterior doors show open/unlocked without proper cause, contact Safety and the on-call lineman for that area.
SIEP	10. Verify active weather radar is up and running; set up big screen displays at each station.
	Weather radar, SCADA, OMS, and cameras should all be displayed on big screens. Scada should be displayed on the big screen
	at the station where you are working; this may require changing source channels on the big screens to ensure that radar, SCADA,
OTED 1	OMS, and cameras are all visible.
SIEP	11. Completing Afterhours checklist.
	Go to the Afterhours Checklist Template spreadsheet in the Sys. Ops. shared folder on BURFILE and open this document. Go
	to File, then Save As. Rename the document as "MM/DD/YYYY Shift". For example, "02/04/2020 3 rd ". As you go down the
	list, check the boxes, if applicable. Note any issues outside of normal in the spaces provided. If issue will affect other operators,
ъ	send an email to the group advising of the issue and what action, if any, was taken to remedy it.
Depart	
	Send shift report to System Operations email group. Include any and all calls that are holding, or that you have crews out on.
	All special calls and information should be included as well. If you don't know if you should include it, then include it anyway.
	Overnight shift should prepare and send the 24 Hour Outage Report after 12am and after all outages are closed. Click on
	"Start Reports" on your NetPC desktop, click on 24 Hour Outage Report, change the "Start Date" to the previous day, and then
	click "Generate" Export as a PDF and email to Planning Jeff Pannell, Jerry Scott, and CC in System Operations

Planning Department IS&T Disaster Recovery Plan

United Cooperative Services has developed this action plan to be in effect in the event of a catastrophic occurrence at one or all of United Cooperative Services IS&T facilities. The plan is intended to cover the major aspects of phone and computer operations in the event of tornado, fire, major ice storms, or other factors which could incapacitate one or more office locations.

Action plan for Planning in the event of a disaster

UCS has many technologies that it depends on to carry on daily business activities. There is a complex computer network and phone system that is interconnected to all 6 UCS offices. There is also a complex outage management system that needs to be up and running should a disaster ever occur. Along with Brazos Electric Cooperative, UCS is responsible for a SCADA system that keeps track of all the cooperatives electrical substations. While the computer & telephone network is complex, it can be subdivided without any major effects on the whole system. During a time of crisis, there are certain areas that are of more importance than other areas. These areas are vital and need special attention during a crisis situation. The areas are as follows:

- 1. Outage Management System in Burleson
- 2. Power720 in Burleson
- 3. Radio system in Burleson
- 4. SCADA system in Burleson
- 5. Dispatch in Burleson
- 6. Contact with Membership System wide

Emergency contact information.

Internal:

Cell 817-648-6515
Cell 817-487-7009
Cell 254-396-2718
Cell 817-648-6354
Cell 817-648-5906
Cell 254-431-7899
Cell 682-228-8141
Cell 817-456-4382

External:

A list of phone numbers as well as after hour contacts is maintained at all times in the event of a failure in any of our technology systems. This document will be kept in all computer rooms and is attached for reference.

If Burleson becomes incapacitated due to a catastrophic event the following would take place.

- 1. Outage Management- Refer to Guidelines for UCS Outage Management which is kept in dispatch.
- 2. Power 720 operations would take place out of Daffron Disaster Recovery Center.
- 3. Radio System- Refer to Guidelines for UCS Outage Management which is kept in dispatch.
- 4. SCADA system- Refer to Guidelines for UCS Outage Management which is kept in dispatch.
- 5. Dispatch- Refer to Guidelines for UCS Outage Management which is kept in dispatch.
- 6. Contact with membership- Contact will be kept with members through the process of forwarding calls to the appropriate offices. The guideline for forwarding calls is kept in the Backup and Security Document for the IS&T Department.

In the event that Granbury, Stephenville, Cleburne or all 3 are incapacitated by a catastrophic event, Burleson will be the relief facility for these offices. All phone lines at these three offices will be routed to the Burleson office. Office personnel from these to offices would be assigned to Burleson.

In the event that Meridian is incapacitated by a catastrophic event, Stephenville will be the relief facility for this office. The local line in the Meridian office will be forwarded to the Stephenville office. Office personnel at this office will be assigned to Stephenville or where need arises. All office functions of this office can be handled from Stephenville.

In the event that P.K. is incapacitated by a catastrophic event, Stephenville will be the relief facility for this office. The local line in the PK office will be forwarded to the Stephenville office. Office personnel at this office will be assigned to Stephenville or where need arises. All office functions of this office can be handled from Stephenville.

Updated: 3-28-2022

UNITED COOPERATIVE SERVICES EMERGENCY RESPONSE PLAN/EMERGENCY OPERATIONS PLAN Version 1.2022

Pages 680 through 707 redacted due to confidentiality.

POLICY NO. 3100

SUBJECT: ON-CALL/WORKING HOURS AND OVERTIME

I. OBJECTIVE

To establish guidelines for regularly scheduled on-call working personnel.

II. POLICY

On-Call Guidelines

An on-call roster shall be utilized at each office for United Cooperative Services. It will be mandatory that personnel assigned to on-call service will work unless excused by the supervisor. "On call" refers to time outside the employee's usual work schedule during which the employee is under the obligation to promptly respond to communications from the Cooperative, and must be available to immediately work, but during which the employee is otherwise not restricted and is free to effectively use the time for the employee's own purposes.

Operations Department:

On-call status will be assigned to two (2) employees from each office of the Operations Department on Friday, Saturday and Sunday. Non-exempt employees assigned shall receive two (2) hours on Friday and three (3 hours) on Saturday and Sunday of straight time pay if they are not required to work. Only on-call hours actually worked shall be counted in computing the hours entitled to FLSA required overtime pay. The employees assigned will remain on-call until the start of the regular scheduled shift on Monday.

On-call status Monday through Thursday will normally be assigned to one (1) qualified Operations Department employee from each office. If the on-call employee is called to perform service, the dispatcher will immediately assign another employee to assist the on-call employee if the lineman determines that he needs assistance. The additional employee will be taken from the on-call roster. In the event the Cooperative allows a level three (3) apprentice to participate in on-call, a Line Foreman will also be on-call for a period not to exceed six (6) months and the Line Foreman will receive a minimum pay of (2) hours straight time for each day on call during weekdays and three (3) hours straight time pay for each day on call during weekends, for the supervision of the apprentice, but if the Foreman actually works during that on call time, the Foreman should report the time worked to the Cooperative and in all cases he will be paid consistent with FLSA requirements. At the conclusion of the six (6) month period a Line Foreman will make the determination as to the eligibility of the apprentice to remain on-call without supervision of a foreman.

In the event of a severe weather forecast, the Cooperative may schedule additional employees to on-call status. All other employees not so assigned shall be required to report to work if called during off duty hours because of service requirements.

The Cooperative will provide transportation or pay mileage to employees for unscheduled work performed while they are on call and will pay for their travel time between residence and arrival at the actual jobsite during times they perform work while on call. A company vehicle will ordinarily be provided to the Operations employee on-call.

In the event an employee is unable to assume the regular scheduled on-call duty period, the employee shall notify his supervisor in a reasonable amount of time before the beginning of the on-call duty. The supervisor will try to accommodate the employee if the supervisor can reasonably do so.

Other Cooperative Departments:

It may be necessary for other Cooperative departments to establish on-call working requirements to meet the needs of the Cooperative membership (e.g. after-hours reconnect of disconnected meters for non-payment). Employees that are scheduled for on-call duty for these needs shall conform to the same rules as the Operations department for reporting and recording time worked. The Cooperative will provide transportation or pay mileage to non-exempt employees for unscheduled work performed while they are on call and and will pay for their travel time between residence and arrival at the actual jobsite during times they perform work while on call. A company vehicle may be provided to the employee on-call if deemed necessary by their supervisor. Such use of on-call working requirements for other Cooperative departments shall be pre-approved by the CEO, COO or designee.

Rest Periods:

Overtime shall be worked as required. In such cases employees may be required to work more than ten (10) hours in any one day. Except in emergencies, no employee shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period. (See Exhibit A – Rest Period Examples)

In case of emergency situations, no employee shall work more than thirty-six (36) consecutive hours without five (5) consecutive hours off.

Any employee who works in excess of sixteen (16) hours in any twenty-four (24) hour period, without five (5) consecutive hours off, shall be given a consecutive five (5) hour rest period on completion of such emergency work period and shall be paid straight time for any time within such rest period which coincides with his regularly scheduled work hours. An employee shall not be permitted to work during the five (5) hours rest period except under unusual circumstances and with permission of their

supervisor, and in such cases those hours worked by a non-exempt employee shall be reported by the employee and paid in a manner complying with the FLSA. Upon completion of the five (5)-hour rest period, if, because of workload requirements, the employee is not needed to complete their regularly scheduled hours of work, the employee may be required to take off the remainder of the regularly scheduled shift for that day without pay, or the employee may, in lieu of taking such time off without pay, use accrued by unused vacation hours.

Recording of On-Call Time for Payroll:

It is the sole responsibility of each non-exempt employee to track and compute all hours worked, and overtime hours worked, regardless of whether those hours occur during on call time or otherwise.. In the event that an employee is uncertain of total hours worked, it is their responsibility to bring to the attention of their supervisor ensuring they are compensated for all hours worked and receive overtime as provided by this policy or the FLSA.

Only on-call hours actually worked shall be used in computing FLSA required overtime pay Each call/period of work shall be accounted for separately. When line personnel are called out after normal working hours, the overtime will be accounted for and recorded in accordance with the following guidelines:

- First Assigned Call: The first assigned call that is received by an on call non-exempt employee after normal working hours shall be assigned a minimum overtime charge two (2) hours on Friday and three (3 hours) for each Saturday and each Sunday; unless the employees' overtime exceeds the minimum, at which time the actual overtime worked shall be recorded and paid. For example, if an employee was on-call on a Saturday, the initial call out they receive will account for a minimum of three (3) hours of overtime; however, in the event that the employee continues to work beyond the initial three (3) hours then the actual overtime worked will be recorded and paid.
- Additional Call(s): In the event that an on call employee has returned home from working overtime and has then been called out on another call, a minimum of two (2) hours of overtime will be paid for the new call (week days and weekends). Once the actual time worked has exceeded the two (2) hour minimum, actual time is utilized to calculate the overtime that is to be recorded and paid.
- Start and End Times: During an employee's on call time, overtime shall begin to accrue at the time the employee receives the call from dispatch (or their supervisor) requesting their service. The start time shall be rounded back to the previous fifteen (15) minute interval. Overtime pay due under this policy shall end (1) after the last job is completed and the employee has returned home; or (2) begins working a normally assigned shift. The end time shall be rounded forward to the next fifteen (15) minute interval.
- Example 1 Start and End Times: Dispatch calls an employee at 1:05 am and the employee performs their duties and has returned home at 3:37 am. The start time is rounded back to 1:00 am and the end time is rounded forward to

3:45, equivalent to 2.75 hours.

- Example 2 Accounting for Separate Calls and Minimum Hours for Week Day On-Call: An on call employee has been called out after hours on a normal working day and the first call is received at 6:06 pm (rounded back to 6:00 pm) and the employee has returned home at 7:32 pm (rounded forward to 7:45 pm), equivalent to 1.75 hours; and a subsequent call is received at 8:49 pm (rounded back to 8:45 pm) and the employee has returned home at 10:05 pm (rounded forward to 10:15 pm), equivalent to 1.5 hours. Since the initial call was under the two hour minimum for a normal working day, two (2) hours of overtime will be recorded for the first call. Furthermore, the second call was also under the two (2) hour minimum for subsequent call outs; therefore, two (2) hours of overtime will be recorded for the second call as well, for a total of four (4) hours of overtime for the entire evening.
- Example 3 On-Call Time Running Into A Normal Work Day: In another example, an employee receives a call from dispatch at 5:34 am on a normal 8 am work day, and completes their work on the call at 10:00 am. The on-call start time is rounded back to 5:30 am and ends at 8:00 am, equivalent to 2.5 hours of overtime. Accounting for normal work hours would begin at 8:00 am.

III. FLSA

This policy shall not be construed in a manner which would result in a non-exempt employee receiving less overtime pay than that required by the FLSA; in other words, non-exempt employees will be paid, for each workweek, overtime for hours worked over 40 in that workweek. To the maximum extent allowed by law, overtime paid under this policy shall be credited against any overtime due to an employee under the FLSA.

IV. RESPONSIBILITY

The General Manager shall be responsible for the implementation and administration of this policy.

Adopted: 2-26-2007 Revised: 02-19-2018

Last Review: 12-10-2018

EXHIBIT A – REST PERIOD EXAMPLES

Work – 8:00 am - 4:30 pm (30-minute lunch break)	8 hours worked.
2 hours off	

Work – 6:30 pm – 9:30 pm	3 hours worked.
3 hours off	
Work – 12:30 am – 3:30 am	3 hours worked.
2 ½ hours off	
Work - 6:00 am - 8:00 am	2 hours worked.
Rest period – 8:00 am – 1:00 pm	5 hours.
	16 hours worked – 5 hour rest period.
Summary	Paid 13 hours straight time; 8 hours
	overtime.

Work – 8:00 am - 4:30 pm (30-minute lunch break)	8 hours worked.	
2 hours off		
Work – 6:30 pm – 9:30 pm	3 hours worked.	
3 hours off		
Work – 12:30 am – 3:30 am	3 hours worked.	
3 hours off		
Work - 6:30 am - 8:00 am	1 ½ hours worked.	
Summary	15 ½ hours worked – no rest period because	
	employee did not work 16 hours in the 24	
	hour period. Paid 8 hours straight time; 7.5	
	hours overtime.	

Work $-8:00$ am $-4:30$ pm (30-minute lunch break)	8 hours worked.
6 ½ hours off	
Work – 11 pm – 8:00 am	9 hours worked.
Summary	17 hours worked – no rest period because employee was off 6 ½ hours during the night. However, the employee would have 16 hours at 3:30 pm that afternoon and would cease work. Paid 8 hours straight time; 9 hours overtime.

Adopted: 2-26-2007 Revised: 02-9-2018 Last Review: 12-10-2018

POLICY NO. 3400

SUBJECT: DISCIPLINARY ACTION

I. OBJECTIVE

It is the Cooperative's policy to direct all disciplinary efforts toward developing and maintaining a productive staff. Employees are expected to conduct themselves in a professional manner and perform their work efficiently and productively. Supervisors are to maintain a dialogue with their employees that communicate (1) company expectations and (2) instances of when expectations are not being met.

II. POLICY

A. Supervisors are expected to communicate requirements for performance and conduct to their employees (Policy 3405 Proactive Performance Coaching). When unsatisfactory performance or inappropriate conduct occurs, the supervisor should, when practicable, inform the employee of such in a timely, private, constructive and specific manner, giving information about expected behavior and consequences which may occur if the expectation is not met. The supervisor must afford the employee the timely opportunity to present his/her concerns within any discussion of deficient performance or behavior.

Any employee wishing to appeal their disciplinary action should request a meeting with the next level of supervisor. All employees are able to communicate upward, through the organizational chart, to the CEO/General Manager. However, the proper chain of command must be followed.

B. The following disciplinary steps are given as a guide for utilization when management considers appropriate and believes that it is possible that an employee's behavior at issue may be rehabilitated through progressive discipline. In such instances the progressive disciplinary steps may help supervisors deal with disciplinary problems when unsatisfactory performance or inappropriate conduct continues or reoccurs. When management considers the utilization of progressive disciplinary steps not to be appropriate (e.g. in the event of misconduct considered severe by management, or in the event of a violation of a rule that jeopardizes the safety of personnel), suspension without pay or termination may be the first or only step in the process, regardless of past practice.

1. Simple mention/Oral warning:

A coaching session is recommended for those occasions when the employee should be given the benefit of the doubt for inappropriate behavior. Employees should receive a "simple mention" or "oral warning" of the expected behavior without the mention of consequences should the undesired behavior continue. Supervisor shall document the specifics of the simple mention/oral warning and Human Resources will place in personnel file.

2. Oral warning with documentation:

A specific conversation(s) held with the employee in which the performance deficiency or inappropriate conduct is detailed, specific expectations are outlined for correcting it, and a reasonable time period for correcting it is established. In some cases, a "reasonable time period" means that the employee begin or cease certain behaviors immediately. In addition, appropriate resources and/or support are identified, and consequences are described in the event that the deficiency or misconduct is not corrected. A "plan of action" specifically identifies consequences and no pay increase, no promotion eligibility, loss of job responsibilities, written reprimands, demotion, suspension, termination, etc. are not impacted at this step of the disciplinary action. The supervisor should document this conversation, and send a copy, signed by both parties, to the employee's personnel file.

3. Written warning/Plan of action and documentation:

A "<u>written warning</u>" consists of a memo to the employee from the supervisor, which contains the types of details listed above in the oral warning and, additionally, refers to previous warnings or corrections given to the employee, along with consequences if improvement or correction does not take place.

The "plan of action" is a specified period of time ("probation period") established by the supervisor in which the employee must correct or sufficiently improve the deficiency or face further disciplinary action, up to and including termination. A memo detailing the probation period and terms will be written by the supervisor to the employee with a copy to the employee's personnel file. A "plan of action" specifically identifies consequences such as no pay increase, no promotion eligibility, loss of job responsibilities, written reprimands, demotion, suspension, termination etc.

The written warning and plan of action must be reviewed with Human Resources prior to presentation to the employee. This will help insure the appropriateness and fairness of the action, consistent application, and a constructive approach.

After presentation to the employee, a copy of this written warning and a plan of action are sent to Human Resources and the CEO/General Manager. A copy of a plan of action will be provided to the employee.

4. Suspension without pay and documentation:

One or more days away from the workplace without pay in order to discipline the employee for a serious infraction. Such a violation of Cooperative rules cannot reoccur after the employee's return to work, or immediate termination will result. A memo to the employee detailing the events leading up to the suspension is prepared by the supervisor and placed in the employee's personnel file. A plan of action consistent with Step 3 will also apply.

5. Termination of employment and documentation:

Immediate cessation of the employee-employer relationship may occur with or without notice or severance pay. Documentation about the termination must be prepared by the supervisor and placed in the employee's personnel file.

- C. Human Resources should be consulted early in situations where a supervisor believes disciplinary action is warranted. This will help insure the appropriateness and fairness of the action, consistent application, and a constructive approach. Human Resources is also available to employees to help them understand and comply with disciplinary actions.
- D. Before implementing any of the above procedures from probation through termination, the supervisor must discuss contemplated action with the next upper level supervisor and Human Resources. If termination is recommended, the CEO/General Manager, Department Vice President, Supervisor and Human Resources must approve it in advance.

Any employee being terminated may appeal their termination to the CEO/General Manager. If the employee elects to appeal their termination, the employee will be placed on administrative leave without pay while a final decision is being made.

E. Disciplinary memos and documentation will be retained in the employee's personnel file for a minimum of one year from the date of the offense and

access to such will follow Policy 3410- Employee Access to Personnel File. Any memo written by the employee in reference to the action will also be retained for one year, unless the employee requests that it be removed sooner. The documentation will then be retained in a separate, closed file, and may be used in conjunction with future disciplinary actions, depending on the circumstances.

F. Certain employee privileges, such as educational assistance and applying for another internal position, are not available to employees on probation or suspension.

G. Absenteeism and Tardiness

- 1. Regular attendance is expected of every employee. Continued absenteeism from work without notifying the supervisor within 15 minutes of commencement of work may advance to more progressive disciplinary steps. If a satisfactory reason for the absence is not given to the employer, the employee will receive a simple oral warning. For the second offense, the employee will receive an oral warning with documentation. For a third offense, within twelve (12) calendar months, the employee will be given a written warning/plan of action and documentation. For the fourth offense, there will be suspension without pay documentation. Fifth offense will be termination of employment. If the employee has not violated the terms within this section for a period of twelve (12) months, any succeeding violation will be considered as a first offense. The 12 month period evaluation period can be waived when a pattern of absences is occurring.
- 2. For the purpose of this policy, two (2) tardiness violations are equal to one (1) absence.

ONLY EXCUSED TARDINESS: Severe weather conditions, automobile accident and pre-arranged excused tardiness (approved).

EXCUSED ABSENCES: Jury duty and bereavement as described in Policy No. 3690 and No. 3650, military leave as described Policy 3310, workers compensation injuries, absence resulting from verified proof of illness (employee), subpoenaed as a witness in any recognized legal proceeding, approved leave of absence, and/or any applicable contractual provisions.

If all total personal illness/absences excluding excused absences and unexcused absences exceed 15% in any six (6) month period (15% of working days), the employee shall be subject to termination.

H. Cardinal Rules

The Cooperative ensures that proper safety training and safe work practices are a priority in United's safety training culture. The Cooperative relies upon regulations and standards from OSHA, APPA, ANSI, NESC and other sources for training. These sources may "recommend" safety procedures or allow for a suitable "selection" of safety practices after a preliminary assessment and evaluation of hazards at a job site. Utilities are advised in the foreword of the APPA Safety Manual to adhere to the most restrictive regulation governing a situation when separate regulations may cause a question as to the appropriate procedure.

So that appropriate personnel are trained, equipped, organized, coordinated and prepared for most situations before arriving at a jobsite, United has preselected specific procedures as minimum safety standards. While not inclusive of all safety procedures or situations, the preselected, restrictive practices adopted in this policy section will be enforced with zero tolerance and collectively be referred to as Cardinal Rules. In the event a violation of a Cardinal Rule occurs and jeopardizes the safety of personnel, suspension without pay or termination may be the first or only step in the process, regardless of past performance.

• Cardinal Rules for Line Crews and Specified Personnel:

The Cardinal Rules for Line Crews are attached as <u>Appendix A – Cardinal Rules (1-10) and References for Specific Performance Standards.</u>

Additionally, the following employee departmental groups are expected to complete and comply with the Orientation level of PPE training: System Engineering, Technical Services, Engineering Services, and Warehouse personnel.

- Cardinal Rules for Mechanics:
 - 1. Never perform work on a vehicle/equipment without rendering immobile.
 - 2. Always wear proper PPE when performing work:
 - a. Safety glasses/shields
 - b. Proper hand protection
 - c. Hard hats
 - d. Steel toed foot wear
 - 3. When exiting shop area, honk horn or have personnel available to insure safe departure.
 - 4. Always use proper method in locating high-pressure fluid leaks.
 - 5. Always use manufacturers suggested recommendations involving torque and maintenance specifications.
 - 6. Never allow vehicles/equipment to be used that could sacrifice the operator's safety as well as your own. Keep this as a top

- priority when performing work on vehicles/equipment.
- 7. Always assess the safety hazards before work begins.
- 8. Follow all of the safety rules stated in the TEC Loss Control Program safety manual, Section 504, concerning Vehicle Maintenance.
- I. Employee is also subject to Policy No. 3401, General Obligations and Responsibilities of Employees.

III. RESPONSIBILITY

The General Manager shall be responsible for the implementation and administration of this policy.

Adopted: 4-26-2004 Revised: 8-24-2015 Last Review: 12-10-2018

POLICY 3400 - APPENDIX A - CARDINAL RULES (1 - 10) AND REFERENCES FOR SPECIFIC PERFORMANCE STANDARDS

Upon completion of all courses pertaining to training levels, employees are expected to be able to perform such duties and follow United training practices. United, per the training courses, may require a higher standard of safety practice(s) than what third-party references indicate which includes a minimum approach distance established by United to be 3 feet based on reaching distance combined with work tool distance. These references and references are not all-inclusive.

These reference sources and references are not all-inclusive. **OSHA** United Training - Completion Level APPA 15th Edition, 2012 (1) Personal Protective Equipment ("PPE"): All employees shall equip themselves with the appropriate PPE necessary to safely perform their jobs. 401 Personal Protective Equipment Orientation Standard 29 CFR 1910.132 (PPE) (2) PPE - Hard Hats: An approved hard hat shall be worn by all employees on job sites, work zones, and designated hard hat zones. Orientation 403 Head Protection Standard 29 CFR 1910.135 (3) PPE - Clothing and Other Protection: Each employee shall wear clothing suitable for the work being performed; appropriate arc-rated clothing, footwear, work gloves, face and eye protection shall be worn. 402 Eye and Face Protection; 405 Orientation Standard 29 CFR 1910.133 and 1910.136 Wearing Apparel; 406 Clothing

(4) PPE - Face Shield: A face shield shall be in the down position before entering the "minimum approach distance" of any energized or potentially energized multi-phase primary overhead conductor or multi-phase primary URD cable. A face shield shall be in the down position while moving energized or potentially energized primary conductors, primary URD cable, primary elbows even with the use of hot sticks/shot gun sticks.

Orientation no additional reference cited Standard 29 CFR 1910.269 App E III B.

(5) PPE - Rubber Gloves: Employees shall wear properly rated rubber gloves ground to ground, lock to lock, cradle to cradle where any energized source is present within the greater distance of either (a) the minimum approach distance or (b) work area (with work area having a separate meaning from work zone). Rubber gloves do not need to be worn when using an approved extendo stick from the ground when the worker is at least 20 feet away. Rubber gloves should be cared for properly.

Orientation 407 Use and Care of Rubber Gloves; Standard 29 CFR 1910.137

(6) Truck Grounds: When working on or near energized primary conductor, vehicles and equipment that could become energized shall be grounded. If a situation is deemed unsafe to install grounds, the vehicles and equipment shall be appropriately barricaded or the conductor shall be de-energized for work. Any barricade must be pre-approved by the district foreman and the safety department.

Groundman 507.13 Grounding-General no additional reference cited

POLICY 3400 - APPENDIX A - CARDINAL RULES (1 - 10) AND REFERENCES FOR **SPECIFIC PERFORMANCE STANDARDS – continued**

United Training - Completion Level	APPA 15th Edition, 2012	OSHA		
(7) Fall Protection:				
(a) Fall Restraint: A fall restraint system shall be used by employees working from an aerial device.				
(b) Fall Arrest System: A fall arrest system shall be used by employees working from poles, towers or				
similar structures when more than 4 feet off the ground, and shall be applied prior to climbing the				
structure.				
Groundman	203 Fall Protection; 507.3 Climbing and Working on Poles	Standard 29 CFR 1926.954 (b)		
(8) PPE - Sleeves: Appropriately rated rubber sleeves shall be worn when working within the minimum				
approach distance of exposed energized or potentially energized overhead conductors, URD cables and				
equipment.				
Apprentice I	407 Use and Care of Rubber Gloves; 509.9 Rubber Glove Use	Standard 29 CFR 1910.269(1)(2)		
(9) Cover Up: Cover up shall be installed when an employee or equipment is within reaching or falling				
distance of exposed energized conductors or equipment except that part of the conductor or equipment				
on which the employee is to work.				
Apprentice I	407 Use and Care of Rubber Gloves;	Standard 29 CFR 1910.137 and		
**	507.2 Flexible Protective Equipment	1910.269		
(10) Personal Grounds: All conductors, services, URD cables and equipment that have been energized or				
could become energized from any source (e.g. back-up generators) shall be considered as energized until				
the conductor, cable and equipment has been isolated, tested and properly grounded. For services, the				
meter is to be pulled, or in the case when the meter will not de-energize the service, the main service shall				
be locked open to de-energize. Pred	be locked open to de-energize. Precautions shall be taken to protect against backfeeds.			

conductor is worked as energized. (b) <u>Underground Primary</u>: Personal grounds must be installed when working de-energized conductors

(a) Overhead Primary: Personal grounds (equal potential grounds or bracket grounds, as appropriate) must be installed when working de-energized conductors that could become energized - unless the

that could become energized – unless the conductor is worked as energized.

507.13 Grounding-General; 507.14 Equal Potential Grounding; 509.7

no additional reference cited

Grounding

Adopted: 4-26-2004 Revised: 8-24-2015 Last Review: 12-10-2018

Apprentice I

POLICY NO. 4150

SUBJECT: Planning, Design and Operation Standards

I. OBJECTIVE

To establish and maintain standards for the planning, design and operation of the Cooperative's distribution system.

II. POLICY

The Cooperative shall create and maintain standards for the planning, design and operation of the distribution system. The goal of these standards shall be to meet all regulatory requirements and standards, and to ensure consistency and understanding of planning, design, and operation of the distribution system among the Cooperative's personnel. These standards shall be reviewed and updated periodically as reasonably necessary and shall be included with each Construction Work Plan and Long Range Plan. The Vice President of Planning and Procurement shall ensure that such standards are adhered to in the planning, design and operation of the distribution system by working with the Cooperative's personnel as necessary.

III. RESPONSIBILITY

The General Manager shall be responsible for the implementation of this policy.

Adopted: 2-26-2007 Revised: 2-18-2019 Last Review: 12-10-2018

POLICY NO. 4160

SUBJECT: ENVIRONMENTAL POLICY

I. OBJECTIVE

To establish a policy to adopt standards and practices that minimize adverse impacts to the environment according to applicable laws and regulations and to the extent reasonably possible.

II. POLICY

It shall be the policy of the Cooperative to minimize adverse impacts to the environment caused by construction and operation of its facilities consistent with good management and sound practices. The Cooperative shall adopt the following practices as standard procedures for operation, maintenance and construction.

A. Cooperative personnel shall:

- 1. Use covered riser wire (commonly referred to as "bird wire") for all transformer and special equipment risers where applicable.
- 2. Use covered riser wire for jumpers on lightning arrester and fuse cutout installations where applicable.
- 3. Use bushing cover-up material on all transformers and special equipment where applicable.
- 4. Cease all construction activity in the immediate area should cultural materials or archaeological artifacts be encountered during the construction process. The State Historic Preservation Officer should be contacted immediately by the designated personnel if this situation occurs.
- 5. Follow applicable rules and regulations to prevent soil erosion along the right-of-way of construction projects.
- 6. Use care in removal of trees and brush along the right-of-way of construction projects. Particular attention should be given to nesting birds especially where prime habitats for endangered species occur in the Cooperative's service territory. If this situation is encountered, activity should cease immediately and designated personnel should notify the proper authority.
- 7. Incidents of raptor (birds of prey) mortality due to electrocution should be monitored and tracked. Immediately report incidents to the Vice President of Planning and Procurement when deceased raptors are found if the probable cause of death is electrocution.
- 8. Follow all applicable regulatory and Cooperative procedures relating to handling of oil-filled devices to minimize possibility of spills and to properly clean up spills when they occur.
- 9. Review the Cooperative's current environmental report prior to new construction design and implementation so that appropriate considerations and accommodations are made.

B. In addition, it shall be the policy of the Cooperative to implement new construction procedures as may be deemed necessary to reduce or eliminate adverse impact to the environment at the request of authorized agencies.

The Cooperative will comply with requests from these agencies for changes to construction procedures if such requests are approved and authorized by the Rural Development Utilities Program (RDUP) and are not in conflict with applicable codes.

C. It is the policy of the Cooperative to make every effort to be aware of and abide by all Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) rules and regulations where applicable.

III. RESPONSIBILITY

It shall be the responsibility of the General Manager for the implementation of this policy.

Adopted: 9-25-2000 Revised 2-18-2019

Last Review: 12-10-2018

UCS Planning Standards

The following items constitute the UCS Engineering and Planning Standards. These standards serve as a declaration of Cooperative's commitment to excellence in the quality of the power it supplies to the membership. They function as general planning standards for new construction not included in a specific work plan project.

1. General Construction Standards

UCS uses the RUS *Specifications and Drawing for 14.4 / 24.9 kV Line Construction* (Bulletin 1728-F-803) for overhead line and RUS *Specifications and Drawings for Underground Electric Distribution* (Bulletin 50-6 D-806) for underground line. All new line construction, whether overhead or underground, is insulated for (eventual) 25 KV operation. National Electric Safety Code Grade C - Heavy Loading Zone/Zone 1 standards are maintained. Sagging of conductor will be performed by methods as established in United's Conductor Stringing and Sag Guide, produced in coordination with CP Consulting Engineers (now Power Engineers).

2. Annual Power Requirement Reviews

Most of the Cooperative's power is furnished through Brazos Electric Power Cooperative, Inc. A portion of which is able to be purchased from outside sources. The capacity of each substation transformer relative to the expected loading is reviewed and evaluated in an annual meeting by United and Brazos. This planning session, held by February each year, ensures coordination of substation transformer capacity upgrades, voltage conversions, additional distribution bays and reclosers, and new substations with any necessary transmission lines. This annual planning meeting always looks ten years into the future in order to anticipate the needs for system improvements that could impact Brazos facilities.

3. Acceptable Voltage Range

The minimum allowable primary voltage on the system is 118 volts on a 120 volt base per RUS Bulletin 1724D-113. However, as a reflection of the Cooperative goal of providing high quality electrical service, 120 volts is the Cooperative standard. As voltage below 120.0 volts is projected through modeling and study, projects will be completed on a priority basis as detailed in the Cooperative's current Construction Work Plan.

Per the same standard, the maximum allowable primary voltage on the system is 126.0 volts. UCS tries to standardize on a 126V (on 120V base) set point on substation regulators or LTCs, but there are some special cases where the set point must be raised or lowered. See the current revision of the UCS VOLTAGE SETTING spreadsheet for actual set points and explanations. The current revision can be requested from Brazos Electric operations personnel.

For secondary service voltage, UCS has adopted the ANSI C84.1 standard, a copy of which is kept on the network. This standard was also accepted by RUS and is included in Bulletin 1724D-113.

4. Conductor Sizing and Loading

While some areas of the Cooperative's service area are voltage limited, other areas with high load densities are capacity limited. For this reason it is of great importance that standards be established relating to the maximum loading of conductors. In conjunction with these standards are maximum phase trip values for protection devices that have these various conductors in their zones of responsibility. The terms Capacity Ratio (CR) and Critical Amps (CA) are used to quantify these standards.

For a particular protection device:

CR = Phase Trip Amps / Peak Load Amps on any phase *

[* The use of the amps on the most heavily loaded phase gives significant motivation to balance the load as closely as possible.]

For a particular conductor, the Critical Amp Value is the amount of current beyond which it should not be loaded (see remarks about cold load pickup and back-feed capability below). Depending on the season, the Critical Amp Value will be different. A chart below illustrates the Maximum Ampacity of ACSR and AAC wires used by United. Further, the Critical Amp Value for each season (summer and winter) is also shown.

Ampacity a	Ampacity and Critical Amp Values for Cooperative ¹					
Wire Type	Summer Max.	Summer	Winter Max.	Winter		
	Ampacity	Critical Amp	Ampacity	Critical		
	$(105 \deg C)^2$	Value ³	$(105 \deg C)^4$	Amp Value ⁵		
4 ACSR (Swanate)	156	78	263	94		
2 ACSR (Sparrow)	209	104	350	125		
1/0 ACSR (Raven)	282	141	475	170		
2/0 ACSR (Quail)	327	163	550	196		
3/0 ACSR (Pigeon)	379	189	638	228		
4/0 ACSR (Penguin)	439	219	739	264		
477 ACSR (Hawk)	740	370	1256	449		
795 AAC (Arbutus)	1066	533	1711	611		

- 1 Calculation results presented in this table were performed with the assistance of the Cooperative's wire supplier with the suggested maximum conductor operating temperature of 105 deg C. The calculations were performed as prescribed in IEEE Standard 738.
- 2 Summer ampacity calculations as prescribed by IEEE Standard 738 included the following conditions: July 10 day, 41 degrees C ambient temperature, 2 feet/second wind and 4 P.M. sun.
- 3 Summer Critical Amp Value = Summer Ampacity / Summer CLPU; Summer CLPU has been determined by experience to be 2.0.
- Winter ampacity calculations as prescribed by IEEE Standard 738 included the following conditions: January 15 day, -12 degrees C ambient temperature, 6 feet/second wind and no sun.
- Winter Critical Amp Value = Winter Ampacity / Winter CLPU; Winter CLPU has been determined by experience to be 2.8.

The above chart represents standards of **maximum** phase trip settings of reclosers (Summer/Winter Ampacity) where growth on a circuit should be clamped before an upgrade project should be completed. The worst case scenario (winter or summer) should be used to determine priority of projects. Settings can be lower than the maximum as listed in the table above as long as the appropriate CR value is maintained.

Some reclosers have been programmed with dynamic settings that can be enabled through SCADA. Where this has been enabled on the SCADA system, the lower setting should be the normal profile (summer). An alternate profile can be assigned with winter settings. The normal profile is active when the temperature is at or above 25F. The alternate profile will be active when the temperature is below 25F. These changes will be controlled through SCADA via a command sequence maintained by Planning.

Designing a distribution system with this minimum standard has proved to afford the following benefits that are considered crucial to the operation of the UCS system:

- 1. Cold Load Pickup problems are largely eliminated. Through experience and without resorting to extraordinary and risky procedures, the Cooperative has determined that with this standard, energizing a recloser under cold load conditions is almost always successful (i.e. the recloser "holds"), thus reducing outage times for members.
- 2. Back-feed Capability is greatly enhanced. Situations frequently arise when circuits (or in some cases entire substations) need to be fed from alternate sources. With the standard, circuits have sufficient reserve capacity to supply power to its own territory and in addition all or part of another circuit. Voltage drop is almost always the limiting factor in these back-feed situations. As a byproduct of the standard, conductors are installed which allow considerable back-feed capability from the voltage drop standpoint. Obviously at peak times, this capability is less than at off-peak times. However, it has been found that with this standard, back-feed capacity is adequate for many emergency situations.

For non-standard conductors, the following table gives: (1) the maximum ampacity, (2) the critical amp value, (3) the largest allowable three-phase OCR phase trip setting and/or (4) largest allowable single-phase OCR rating to be used immediately upstream from the conductor type, and (5) in the case of 6 Gauge Steel the maximum fuse size to insure that the thermal limits of the conductor are not exceeded. In the cases listed below, the worst case CLPU of winter has been designated with an ampacity that is from manufacturer data rather than IEEE Std. 738 due to the fact that none of these conductors are standard conductors.

(1) (2) (3) (4) (5)

Maximum Maximum

Critical Upstream Upstream Maximum

Overhead Conductor	Max. Ampacity	Amp Value	3Ph Phase Trip	1Ph OCR Rating	Upstream Fuse Link
	EA	(Winter)	EA	Č	
2HDC	240	86	240	70 *	
4HDC	175	63	175	70 *	
6HDC	125	45	125	70 *	
1/0 CWC	310	112	310	70 *	
6A CWC	140	50	140	70 *	
8A, 8D CWC	100	36	100	50	
3/12 CWC	90	32	NA	35	
6GS	25	11	NA	NA	15-T

Underground conductor values for Cooperative standard underground conductors are listed below. Many aspects of underground design affect temperature performance of cable. The following table includes the results of applying the winter CLPU to the Maximum Ampacity of the cable again from manufacturer data. Different designs may affect these values (such as duct design), therefore every potential option will not be studied. Rather, these values will represent the general limits and independent issues will be studied and determined as necessary. It is important to note that there is no difference between the summer and winter ampacities or critical amp values for underground conductors because the ambient temperature does not change significantly underground with the seasons. For circuits with extensive underground mainline, dynamic settings may not be able to be programmed into upstream devices.

	(1)	(2)	(3)	(4)
			Maximum	Maximum
		Critical	Upstream	Upstream
Underground	Max.	Amp	3Ph	1Ph
Conductor	Ampacity	Value	Phase Trip	OCR Rating
	EA	(Winter)	EA	
1000 MCM URD	522	186	522	70 *
4/0 URD	232	83	232	70 *
1/0 URD	156	56	156	70 *

^{*} Note: 70 amp reclosers are the largest capacity single-phase hydraulic reclosers used by UCS.

Exceptions to the Preceding Standard:

There are two exceptions to the aforementioned capacity ratio standards for overhead conductor of 2.8 and 2.0 for summer and winter, respectively.

The first exception is for circuits that entirely or predominantly exist to supply power to industrial load. Because industrial load often runs at or near peak capacity, there is less concern about cold load pickup. For these situations, the industrial capacity ratio is 1.5 based on practical experience.

The second exception is for the alternate feed of an Automatic Source Transfer (AST) scheme. The standards for the AST are described in more detail in section 5. For the primary feed for an AST, the normal capacity ratio follows the rules stated previously in this section. However, when the AST has switched and is being fed by the alternate feed, devices on that circuit are allowed to be loaded up to a capacity ratio of 1.5.

Conductor Size and Type Selection

United has standardized on the following overhead conductor sizes for new construction: #4 ACSR,1/0 ACSR, 4/0 ACSR, 477 ACSR, and 795 AAC. For new underground conductor, the standard sizes are 1/0 ACSR, 4/0 ACSR, and 1000MCM ACSR. For operational ease of use, 1000MCM ACSR underground conductor is preferred to be EPR jacketed cable, while the smaller underground conductors are preferred to be XLPE jacketed cable. Exceptions may be made to each of these preferences based on pricing and availability.

The loading tables above that include a capacity ratio to calculate permissible conductor size naturally produce a very conservative (larger) conductor choice for new construction. For this reason, selection of conductor size based on economic factors like losses (such as described in RUS Bulletin 60-9 *Economical Design of Primary Lines for Rural Distribution Systems*, developed in 1960) is not necessary since the conductors are loaded only to a fraction of their thermal capacity, even at peak load.

Secondary Conductor

United's standard secondary conductors and their properties are given in the following tables:

Underground - Aluminum XLPE

Overhead - Aluminum Phase/ACSR Neutra

Duplex			Triplex		
Code Word	Size Am	pacity	Code Word	Size An	npacity
Claflin	6	60	Periwinkle	4	115
			Neritina	1/0	205
Triplex			Zuzara	4/0	315
Code Word	Size Am	npacity			
Brenau	1/0	135	Quadruplex		
Sweetbriar	4/0	205	Code Word	Size An	npacity
Wesleyan	350	280	Hackney	4	100
Rider	500	350	Costena	1/0	180
			Appaloosa	4/0	275
Quadruplex					
Code Word	Size Am	pacity			
Norte Dame	1/0	135			
Wake Forest	4/0	205			
Slippery Rock	350	280			
Wofford	500	350			

5. Neutral and Pole Grounding Conductor Sizes for Overhead Lines

United will use the neutral sizing scheme in the following table when constructing three-phase overhead line.

Primary	Neutral
1/0 ACSR	1/0 ACSR
1/0 ACSR (Double Circuit)	1/0 ACSR
4/0 ACSR	1/0 ACSR
4/0 ACSR (Double Circuit)	4/0 ACSR
477 ACSR	4/0 ACSR
477 ACSR (Double Circuit)	477 ACSR
795 AAC	477 ACSR

Per NESC Rule 93C3, system grounding conductors shall have a current carrying capacity of at least one fifth of the neutral that it is connected to. At United, #6 copper pole grounding conductor shall be used with neutral sizes 4/0 and smaller. The larger #2 copper pole grounding conductor shall be used with neutral sizes larger than 4/0 or where an upgrade to a neutral size larger than 4/0 may occur in the near future.

6. Automatic Source Transfer Schemes

An Automatic Source Transfer (AST) scheme is a way of greatly increasing reliability to a critical load. A critical load can be a single account or several accounts all grouped together such as a medical center or industrial park where continuity of power is crucial. An AST consists of two circuits meeting at a critical load with devices on each side with peer to peer communications. If the primary feed is lost, the AST quickly switches to the secondary feed. The switch typically occurs within 4 cycles, and the critical load served does not notice a blink.

When planning for an AST, both circuits and substations must be able to serve the load at peak since the transfer can occur at any time without notice. However, because the transfer will be hot, there is no need to worry about cold load pickup capability of the secondary feed. Therefore, while serving the critical load in the AST's alternate configuration, the devices on the alternate feed are allowed to be loaded up to a capacity ratio of 1.5 instead of the typical 2.8 or 2.0.

In addition to the relaxed capacity ratio standards in AST schemes, further consideration must be given to delivered voltage when the critical load is being served by the alternate feed. Because the alternate feeder is not meant to serve the critical load full time, the previously mentioned standard of providing 120V is lowered to 118V. This voltage is still considered acceptable by the RUS standard, and it will only be allowed temporarily. The reliability is greatly increased over the alternative, which is an outage.

Any substation transformers or step transformers providing service to the critical load from the alternate feed will also be allowed to exceed the normal planning standards of loading because of the AST's temporary nature. Therefore, when planning for an AST installation, substation and step transformers on the alternate feed will be allowed to overload to 110% of nameplate in the summer and 150% in the winter while serving the critical load. These values represent the 4-hour overload capacity given by transformer manufacturers which will not result in loss of transformer life. All relay, recloser and breaker settings must be reviewed to ensure that the temporary overload does not trip any protective devices due to current overload.

As more AST schemes are installed, the possibility of two or more sets of ASTs interfering with each other, creating undesirable feeder configurations, when left in automatic mode arises. Where this type of situation exists, all ASTs that could be affected should be set to Manual Initiate. Manual Initiate requires human intervention to switch from the alternate feed back to the normal feed when primary power is restored.

7. Elimination of Substandard Material and Practices

In the past certain conductors were installed at UCS that are now deemed to be substandard. It is the goal of UCS to phase out the use of hard-drawn copper, copper weld, and steel conductors. These conductors have been proven to be the source of problems due to theft and/or ice storm damage. Over time these conductor types will be eliminated by replacement with Aluminum Cable Steel Reinforced (ACSR).

Additionally, there are certain practices that are deemed to be substandard and will be eliminated:

- 1. Unconsolidated Vee-Phase or Three-Phase Installations. Combining geographically remote phase conductors together to form a vee-phase or three-phase line (or to feed a transformer bank) is considered to be an unsafe operational practice.
- 2. Cascaded Regulator Installations. Having more than one layer of regulation between the substation and the various extremities of the circuit creates equipment and operational problems. However, if cascading regulators is the most economical solution, it will be allowed on a limited basis with the appropriate settings to prevent sympathetic stepping.
- 3. Capacitor-as-Voltage-Booster Installations. Using capacitors solely for the purpose of mitigating voltage drop problems is considered to be an imprudent approach to solving the problem. Other system improvement options (e.g. conductor upgrade, alternate routing of circuit, voltage conversion, regulator relocations) will be considered instead of the use of capacitors in areas of low voltage. While capacitors may be temporarily used to mitigate voltage problems, other long-term solutions will be sought in these areas.
- 4. Non-Regulated Booster Installations. Using special non-regulated booster transformers to raise the voltage in a particular area may cause high voltage in that area in off-peak times. Other more conventional methods of improving voltage will be utilized.
- 5. Open point switches on three-phase. Open point switches where refeeding is possible, individual switches should be replaced by three-phase gang operated switches.

8. Loading of Substation Transformers, Step Transformers, and Regulators

Brazos Substation Transformers

Especially in areas of rapid growth, the timely anticipation of substation loading problems is a crucial area of planning. When a substation transformer begins to be loaded at a level of 85% of its top rated capacity, specific plans need to be in place to relieve this capacity problem in one way or another. For example if a 20 MVA transformer is loaded at 17MVA, it is time to implement plans for either a load transfer to another existing substation, the construction of a new substation in the area to relieve the load, or a capacity increase at the existing location. A capacity increase could be either in the form of a higher capacity single transformer or the installation of an additional transformer at the site (such as Lillian B, Joshua B, Tenaska B, etc.).

In a case where a substation transformer serves primarily industrial load, a less proactive approach in transformer upgrade may be warranted. In industrial situations, loads are generally more static and changes in loads are generally well planned and communicated. Further, there is typically sufficient time for upgrades to occur without the worry of overload of transformers at the station level. In these cases, loading to nameplate rating may be allowed, but must be reviewed at least twice a year (at each peak) to ensure no overloading is taking place.

Some substation transformers may be strongly winter-peaking. Because the ambient conditions favor the continued loading of a transformer under these conditions, planning personnel may decide to waive the 85% loading capacity rule. However, there is danger in deferring plans to deal with the situation coming from the more unpredictable and extreme nature of winter-time

weather, therefore, upgrades should be considered when loading exceeds 85%. In general, though, plans to upgrade due to winter load are held until the transformer loading meets its nameplate capacity.

In the case where a transformer may be loaded beyond its nameplate kVA rating, RUS Bulletin 161-22 details the conditions where a transformer can be overloaded without any loss of transformer life, and for emergency conditions with < 1% loss of life. Below are the 2-hour and 4-hour overload capacities for transformers without any loss of life.

2 Hour Overload Allowable

Winter Peak: 1.75 of Nameplate KVA Summer Peak: 1.25 of Nameplate KVA

4 Hour Overload Allowable

Winter Peak: 1.50 of Nameplate KVA Summer Peak: 1.1 of Nameplate KVA

In the extreme case where a transformer must be loaded beyond the above guideline, it may be loaded following the table below while sustaining < 1% loss of transformer life. This situation should be avoided where at all possible.

Length of Peak	Summer	Winter
Hours	Peak	Peak
0.5	2.0	2.0
1	1.9	2.0
2	1.6	2.0
4	1 4	17

The complete article including tables is found on the network: \\burfile\cooperativeplanning\\Planning\Department Management\Planning\Guidelines\Transformer Loading - REA 161-22 Ch. 7.pdf.

• Brazos Step Transformers

Brazos step transformers follow the same capacity and overloading rules as substation transformers. That is, either an upgrade or system reconfiguration should be accomplished if the loading reaches 85% of nameplate in the summer or 100% in the winter.

• UCS Step Transformers

It has been observed that in cold load pickup situations the load in winter increases by a factor of about 2.8 whereas the load in summer increases by about 2.0. Most cold load pickup situations settle down to "normal" loads within two hours. Therefore UCS step transformers should not be regularly loaded more than 65%. When this maximum value is maintained under normal feed configurations and under steady state peak conditions, the transformer will closely follow the RUS guidelines $(2.8 \times 0.65 = 1.75 \text{ in winter}, 2.0 \times 0.65 = 1.25 \text{ in summer})$. Peak loading of UCS step transformers over 65% shall be reviewed individually and in no case allowed to exceed 85% without the initiation of a system improvement project.

The 65% maximum loading value for step transformers given above will also afford reserve capacity in situations where the back-feeding of an adjacent circuit is done.

Overloading of step transformers follows the guideline in the previous section.

UCS Regulators

At the outset it should be noted that *new* McGraw-Edison regulators are dual rated for 55 ° *and* 65 ° Celsius temperature rise. This means that the nominal rating of the regulator is for 55° rise but that it will continue operating without damage up to 65° degrees rise. The following sentences from Cooper Power System bulletin S225-10-30 documents this fact:

The 65 $^{\circ}$ C rise insulation system and the sealed-tank construction allow for a bonus capacity 12% above the 55 $^{\circ}$ C normal rating without loss of normal insulation life. The bonus capacity is stated on the nameplate (such as 167 / 187 kVA for a nominal 167 kVA regulator).

In cases where it is documented that such new McGraw-Edison regulators are present or that they will be installed, this bonus capacity rating can be taken into account (see below).

The normal boost/buck range of regulators is plus or minus 10%, that is, the 16 raise steps will boost the voltage by 12 volts (on the 120 volt scale) and the 16 lower steps will buck the voltage by 12 volts.

However, the capacity of regulators can be increased by "blocking" the amount of boost or buck:

	Normal				
Boost/Buck	10.00%	8.75%	7.50%	6.25%	5.00%
Max B/B Steps	16	14	12	10	8
Capacity	100%	110%	120%	135%	160%
For <i>new</i> McGraw-l	Edison regulate	ors:			
Capacity	112%	123.2%	134.4%	151.2%	179.2%

In some cases where voltage boost or buck does not have to be the full ten percent to provide adequate voltage but where capacity is an issue, blocking regulators may be a prudent approach to avoid having to replace the regulator. If this is done, however, full documentation on the engineering model and on system maps must be maintained. Additionally, labeling should be placed on or within each of the control panels indicating this configuration.

As an absolute standard, regulators will not be loaded beyond their capacity, even during cold load conditions or backfeed scenarios. For example, a new 100 amp McGraw-Edison regulator that has been blocked to plus or minus 5% should not be subjected to any more than 179 amps. For this regulator that potentially can see 179 amps under cold-load conditions, its normal configuration loading should not exceed about 65 amps (179 / 2.8 = 65) or in general 65% of its nominal rating.

9. Double Contingency Transmission Feed for Substations

UCS will work with Brazos Electric Power Cooperative to try to provide loop feed or inline feed capability for as many of its distribution substations as is practicable. Such configurations afford a second source contingency when problems with the normal transmission feed occur.

10. Fifty MVA Substation Transformers

One side effect of large substation transformers and/or voltage conversion to 25 kV is the increase in available fault current, which in turn can cause voltage dips on the substation secondary bus during faults. These dips can cause issues for some industrial loads with sensitive relay equipment. United should work with Brazos to identify locations where excessive voltage dips are possible with a goal of alleviating the issue through line reactors or other methods.

11. Sectionalizing Standards

The goal of sectionalizing is to minimize the number of affected customers and the duration of power outages during abnormal conditions while at the same time maintaining safety standards for UCS employees and the general public. Considerations allowing adequate sectionalizing are:

- the coordination of device operation, i.e. the assurance that a downstream device will clear a fault before the upstream device goes to lockout;
- an adequate device capacity (see the discussion of recloser loading below);
- the device interrupting value greater than maximum possible fault amps;
- the coordination of device capacity to conductor size to prevent conductor meltdown under abnormal load or fault situations (see "Critical Amp Value" discussion above).
- Maximum Phase Trip Settings versus Substation Transformer Capacity and Voltage Brazos circuit switcher settings standards for coordination of substation circuit settings:

Rating 30/40/50 MVA	Voltage 26.4 kV	Trip Setting 1560 amps
12/16/20 MVA	13.2 kV 26.4 kV	1280 amps 640 amps
7.5/9.375 MVA	13.2 kV 26.4 kV	720 amps 420 amps
5.0/6.25 MVA	13.2 kV 26.4 kV	480 amps 400 amps

Note: Circuit settings should be at least 5% less than the numbers listed in the above chart.

12. Phase Balancing, Voltage Drop Study Mode

Maintaining a high level of load balance between the phases is an important need in the efficient operation of the distribution system.

The measure of phase imbalance (P) is determined as follows:

$$P = \underbrace{MAX(|Avg - A|, |Avg - B|, |Avg - C|)}_{Avg}$$

where Avg is the average of A, B, and C.

The neutral current (N) is determined as follows:

$$N = [(A - 0.500 B - 0.500 C)^{2} + (0.866 B - 0.866 C)^{2}]^{\frac{1}{2}}$$

When these numbers get large, the imbalance situation becomes critical. Therefore, when these numbers are multiplied together, they yield a dimensionless number that will serve as a measure of the severity "S" of the imbalance situation.

$$S = P \times N$$

Circuits should be worked in order of the size of S (biggest value of S first, etc.). As experience is gained over time and as all factors involved in phase balancing are considered, a cutoff value of S will be determined by which circuits with values of S below this number will be considered sufficiently balanced. Maintaining a value of S less than 6.0 on all circuits is set as a goal (not necessarily as a standard, at this time).

These are Balanced Voltage Drop and Unbalanced Voltage Drop. Balanced Voltage Drop, which the Cooperative has long used, assumes perfect phase balancing of load on the three electrical phases. Because such balance is not attainable, the results of load and voltage drop studies will be slightly skewed. These results will show that the circuit is in slightly better condition than it really is. A three-phase line supplying power to a large subdivision may have one phase that is more heavily loaded than the other two. However, the Balanced Voltage Drop analysis will show the amp loading on this line as the average of the three phases. For this reason, the *stringent* application of conductor loading standards mentioned in a previous section will be adhered to in order to compensate for this analytical deficiency.

One of the Cooperative's goals is to utilize unbalanced engineering analysis instead so that a more accurate model of system operation is obtained. Additionally, the RUS GFR has requested unbalanced analysis in developing the CWP. For these reasons, Planning Engineers will use unbalanced analysis where feasible and practical. It is understood that sometimes software solutions are unobtainable using unbalanced analysis.

13. Power Quality: Surge Protection, Flicker, R-F Interference, Harmonic Distortion

As a standard, UCS places 4 to 6 lightning arresters per mile of overhead line. Additionally, every underground dead-end is installed with an elbow arrester, and riser poles are equipped with arrestors specifically designed for that purpose.

The standards for flicker (due to motor start) follow the guidelines set forth by Archie W. Cain in his presentation at the 1974 REA National Field Conference in St. Louis, Missouri, June 24 - 28, 1974:

• Flicker limits for installations serving "few" consumers – IEEE #141, 1961:

```
7.50% for 1 time to 12 times per day;
6.70% for 12 times per day to 3 times per hour;
5.00% for 3 times per hour to 30 times per hour;
4.20% for 30 times per hour to 2 times per minute;
3.40% for 2 times per minute to 10 times per minute;
2.50% for 10 times per minute to 30 times per minute;
2.00% for 30 times per minute to 1 time per second;
1.25% for 1 time per second to 5 times per second;
0.75% for 5 times per second to 10 times per second.
```

• Flicker limits for installations serving "many" consumers – IEEE #141, 1961:

```
3.25% for 1 time per day to 1 times per hour;
2.50% for 1 time per hour to 1 time per minute;
1.70% for 1 time per minute to 14 times per minute;
1.10% for 14 times per minute to 1 time per second;
0.80% for 1 time per second to 4 times per second;
0.40% for 4 times per second to 10 times per second.
```

The 3.25% flicker limit shown above is the normative application of these guidelines. Most motor start applications occur within the range of one time per day to one time per hour. The Cooperative should follow the guidelines listed in the Tariff in dealing with member connections.

The use of solid crimpits at connection points and the consistent application of RUS recommended materials and specifications have greatly minimized the problem of radio-frequency interference. When problems are encountered, *ad hoc* investigation is accomplished to find and correct the source of the interference.

The Cooperative has adopted the IEEE 519-1992 standard as its official guideline for power line harmonic distortion.

14. Voltage Conversion

The advantages in converting areas of Cooperative line from 7.2/12.47 KV to 14.4/24.94 KV are twofold: 1) a doubling of capacity of existing line, and 2) the reduction of voltage drop by a factor of four.

Voltage conversion is a very labor-intensive proposition. All the poles in the area to be converted must be inspected to ascertain whether they are insulated for 14.4/24.94 KV operation. The distribution transformers that are not already dual-voltage transformers must be replaced. All other pieces of equipment including reclosers, arresters, regulators, and capacitors must be inspected and in most cases changed out or taken off-line in preparation for the actual voltage conversion.

While voltage conversion on its face seems to be a ready solution to many operational problems, the full impact of such projects must always be taken into account. In particular the conversion of a circuit or a part of a circuit often has a significant impact on back-feed capabilities. These effects must be weighed against the costs on a case-by-case basis. As in all areas of Cooperative planning, the economics has a crucial role in determining whether voltage conversion is the best solution.

Voltage conversion of any part of the Cooperative system to 35 KV is not considered a viable option. The following factors contribute to this determination:

- the cost of training to operate line at the higher voltage level;
- the cost of maintaining inventory for three different voltage levels instead of two;
- the increased cost of special equipment for 35 KV application;
- the lack of RUS 35 KV specifications and delays for ad hoc approvals;

15. Project Priority Ratings

As substandard conditions are uncovered in the process of planning and projects are proposed to correct them, it is vitally important that there be a means to prioritize these projects. The following discussion will describe the best way that planning personnel have yet devised to accomplish this task. This method will involve the following variables:

- VD (for Voltage Drop) reflects the difference between 126.0 volts on the primary system (on the 120 volt base) and the worst case voltage on the circuit or any part of the area under consideration. For example if a circuit has an area where the voltage drops to 119.5 volts, VD = 6.5 However, in cases where voltage is not particularly a problem, the value of VD will default to 6.0. For example if a circuit has as its minimum voltage 124.1, the value of VD will be defaulted to 6.0. This default routine is done so that a non-problematic voltage drop will not skew the overall results.
- CR (for Capacity Ratio) reflects the capacity of the circuit recloser at the substation or any down-line recloser that defines a problem area. By definition Capacity Ratio is the quotient of the Phase Trip Setting divided by the Worst Case Amps. For example, if a recloser has a Phase Trip of 280 amps and 112 amps flow through it during peak conditions, the CR = 2.50. The nominal system Capacity Ratio is 2.80. As in the discussion concerning Voltage Drop above, the value of CR will always be defaulted to no more than 2.80 so as not to skew the overall results.
- M (for Members Affected) takes into account the number of our members who experience or could experience the problem. For example, if the voltage falls below the standard for Voltage Drop at the end of the circuit and 35 members are in this low voltage area, then M = 35. On the other hand, if an entire circuit has an inadequate Capacity Ratio and there are 512 members on that circuit, M = 512.
- GR (for annual Growth Rate) takes into account the rate of load growth in the problem area and how quickly the problem might get worse in the future. For example, if a circuit is experiencing 4.34% annual load growth, GR = 4.34. Obviously the higher values of GR should be given extra priority.
- MWH (for Megawatt-Hours) takes into consideration the total monthly energy consumption in the problem area during the month of the peak. In comparison to M above, this value seeks to take into account not only the number of members affected but also the nature and size of the loads in the area.
- REL (for Reliability) takes into account the SAIDI, CAIDI and SAIFI of the circuit on which the project is to be applied.

The actual computation of the Priority Rating (PR) is done in four parts. The percentage noted after each formula below reflects the weight that each part is designed to carry in the overall rating. (see Priority Rating.xls)

$$R1 = 15.544 \times [VD/CR - 2.14] 60\%$$
 $R2 = 0.41 \times [M^{0.4} + Log_3 M] 10\%$

$$R3 = 1.5 \times [GR - 2.0] 10\%$$
 $R4 = 0.001538 \times MWH 10\%$

$$R_5 = [(MIN([@CAIDI], 2.5) / 2)^2 + (MIN([@SAIDI], 2) / 1.5)^2 + (MIN([@SAIFI], 2) / 1.5)^2] * 2 10\%$$

$$PR = R1 + R2 + R3 + R4 + R5$$
 $60\% + 10\% + 10\% + 10\% + 10\% = 100\%$

16. Distribution Line Inspections and Tree Trimming

UCS inspects different portions of its distribution assets based on experience and industry standards.

1. Wood Pole and Cross arm Inspections (10 year cycle)

Prior to all field inspection activity in a particular area, the Cooperative will mail letters to the members in that area. These letters will inform the members of the future presence of pole inspectors on their property and the needs and benefits of this activity. The letters will also include information allowing members to be able to recognize the Cooperative's contractor(s).

The wood pole and cross arm inspection includes, but is not limited to the following:

- Each pole will be visited. If the pole is under 10 years of age, it shall be visually inspected and a sound test shall be completed. If the pole is over 10 years of age, the pole shall be visually inspected and a bore test shall be completed at ground level. A treat plug shall be inserted where the pole was bore tested.
- All reject poles shall be reported and staking sheets created by the Contractor(s). <u>All reject poles shall be changed within 30 business days of the reject pole being identified.</u>
- All priority poles (defined to be all poles and related equipment that are suspected of imminent failure or those poles that pose a possible imminent risk to public safety or distribution line integrity) will be reported for immediate attention. All priority poles shall be changed within 3 business days of the priority pole being identified.
- GPS coordinates for all poles and meter locations will be obtained. The information collected shall be used to update the GIS system.

2. Underground Primary Line Inspections (5 year cycle)

This inspection includes, but is not limited to the following:

- There will be a check of the integrity of all underground vaults, junction boxes, and transformers. Each shall be locked or securely closed. Such installations shall be no more than 10 degrees out of plumb and completely in contact with firmly established earth underneath. The presence of all appropriate warning and information markings will be verified per UCS UG Signage Specifications.
- Inspectors will open all vaults, junction boxes, and transformers to verify that all connections (including connections to the ground rod) are secure and that all conductors are properly positioned/protected. Elbow arresters and terminals will be visually inspected for evidence of flashover or overheating. Finally, the inspectors will verify the correct electrical phase identification of all primary conductors in these enclosures, where possible.
- Additionally the inspectors will visually inspect dip pole structures including: presence of fused cutouts or blade switches, lightning arresters, ground wire and ground rod, neutral connections, terminal connections (potheads) and brackets, information markings, conduit down the pole, and brackets holding the conduit to the pole. If any installations are found that do not meet specifications for material or workmanship, these will be noted and reported.

- Any observed exposed underground conduit (or direct-bury conductor), or conduit with insufficient burial depth will be reported for immediate attention. Such exposure may be caused by erosion, man-made grade modification or substandard initial burial. Whatever the cause, timely correction must be made.
 - GPS coordinates for all dip poles, equipment installations, and meter locations will be obtained. The information collected shall be used to update the GIS system.
- All UG inspection reject locations shall be reported and staking sheets or service orders created by the UG inspector or other UCS personnel as necessary. All UG inspection reject locations shall be rectified within 30 business days of the UG reject location being identified.
- 3. Right-of-Way Inspection and Tree-Trimming (5-7 year cycle)
 - Right-of-way and tree trimming is accomplished on a five to seven-year cycle, such cycle being somewhat dependent upon outage experience.
 - United may choose to allow some substation trimming to occur outside of the cycle, but in such case will perform a visual review to determine the timeline of cut for that specific situation. Spot trimming may be applicable in such situations.
 - Trees or tree branches will be inspected and trimmed, such vegetation being within the boundaries of the Cooperative's Right-of-Way and posing the possibility of immediate or future contact with the energized conductors. All large plant debris will be chipped and disposed of in accordance with the landowners preferences and good environmental practices.
- 4. Joint Use Audit and Line Patrol Inspection (3 year cycle)
 - Complete system Joint Use Audit
 - Identify attaching parties and number of attachments on each pole
 - Report, and list type of safety concerns for any code violations found during the full system audit
 - Collect GPS location of poles where GPS does not exist in current data (all applicable data will be used to update the Cooperative GIS)
 - Provide database and reporting as required

5. Special Equipment

- All electronically controlled reclosers, fixed and electronically controlled capacitors, electronically controlled switches, and electronically controlled regulators shall be inspected annually per the appropriate Technical Services guidelines. Devices that report their status and condition through SCADA shall be allowed to have an extended cycle beyond one year. Annual for caps and regs. 3 years for reclosers. No regular inspection of Versatechs.
- Inspection data shall be recorded in the Partner

All contractors used for these activities must be properly bonded and insured and under contract with United's standard indemnification and insurance requirements. As agents or representatives of the Cooperative, they are to conduct themselves in all ways to insure continuity of service and good public relations with the membership.

18. Arc Flash Studies

Planning evaluates the arc-flash ratings of the entire system annually, and provides recommendations to operations on operating procedures and PPE. The most recent arc flash study is located \burfile\CooperativePlanning\Planning Department Management\Planning\Arc-Flash.

19. New Subdivision Phase Balancing

When a new subdivision is proposed, there are several factors to consider. The other sections in this document consider wire capacity, voltage drop, and phase balancing. However, up to this point, there has not been a standard defined deciding when to use single-phase and when to use multi-phase to serve the subdivision. A single-phase line may have enough capacity to serve the load with adequate voltage and without violating any capacity ratios, but there will come a point where the loading on that phase becomes much more than the other two comparatively.

In general, a subdivision with more than 40 lots should require multiple phases, but Planning Engineers may study and provide any exceptions to this rule.

Latest Revision: February 2019

Change Log

2013-2-26: Clarified the wording of the acceptable voltage range section. Removed ambiguity from primary vs. secondary service voltage. ML

2013-12-2: Added loading standards for AST schemes. ML

2014-2-28: Major modifications after formal review.

2014-11-20: Added standard secondary conductor information. ML

2015-01-22: Annual review with some major changes.

2015-04-10: Added the Neutral and Pole Grounding Conductor Sizes for Overhead Lines section $-\,\mathrm{ML}$

UNITED COOPERATIVE SERVICES EMERGENCY RESPONSE PLAN/EMERGENCY OPERATIONS PLAN Version 1.2022

Pages 745 through 761 redacted due to confidentiality.

Large Oil Spill Contractors

Apex TITAN, Inc.

2801 Network Boulevard, Suite 200
Frisco, TX 75034
O) 469-365-1170 M) 214-282-6838
https://apexcos.com/all-locations/texas/dallas-tx

TAS Environmental Services, L.P.

Emergency Response: 1-888-654-0111

Phone: (817) 535-7222 Fax: (817) 535-8187 http://www.taslp.com

Rodgers Construction 12454 Rendon Road Burleson, Texas 76028 (817) 561-6052

Updated 2-28-2019 Jared W.



9505A Quick Start Guide

Phone Pin # is: 1111

My Phone # is: 8816-414-86202 or 8816-414-86203

When you first power on the phone it will ask a PIN. Enter 1111 and press OK. This is a feature to protect the phone in case of theft or loss. Without the code the user will not be able to dial access the phones interface.

BEFORE USE

- 1. You will want to manually register your phone when you get to the location where you will be using the phone. When you power the phone on (outdoors), hit the up arrow key, then the '8' key. It is not required to do this, but will ensure an optimum signal by 'registering' with the closest satellite. You can do this each time you reach a new location.
- 2. Make sure that the antenna is pushed all the way in. It may get jogged loose at times.
- 3. Make sure that the batteries are stored so that nothing touches the contacts. This could cause the battery to lose its charge. Also, keep the magnetic antenna (if included) stored away from the batteries.

PLACING CALLS FROM YOUR PHONE

To dial a number press and hold down the 0+ button until a + displays on the screen. Then add a 1 then area code and number. Press OK and the phone will attempt to connect the call. Make sure to rotate the antenna upwards to either left or right, and fully extended. When talking on the phone, the antenna should be vertical to the ground. Make sure antenna has a clear view of the sky.

*Keep in mind that if you rotate the satellite antenna down, your call will be dropped.

Predefined Numbers in Address Book

We have added entries into the address book of each phone. To access the numbers of Barry, Cameron, Quentin, Murray or any of the Foremen, simply press the Up Arrow (located at the bottom right) then the number 1. Leave the name field blank and press OK. It will give you a list of these numbers. Highlight the number by pressing the down arrow in the center and press OK to dial.

911 EMERGENCY CALLS

To access the 911 service, simply turn on the handset, rotate the antenna, enter PIN number (if applicable) and register the phone. Press "9 1 1" and "OK". Do NOT hold the '0+' key to get the '+' prefix. Although the FCC only requires access to the emergency call center by dialing 911, Iridium has also enabled 112 to work within the service territory as a courtesy to Iridium subscribers. This is currently a free service.

RECEIVING CALLS

Phone will ring and/or vibrate. The phone displays 'Call', followed by 'Answer?' on the next line. Rotate antenna upwards and fully extend and hit 'ok' or any digit key (1-9, * or #) if the keypad is already open. To end the call, press 'ok', close the keypad cover, OR press 'c'.

If you are still experiencing problems with the handset, please call us 7 days a week, 365 days a year:

United States

+1-888-448-8815

International

+1 512-918-9502



Call the Satellite Phones

UCS Satellite Phone #'s are: 8816-414-86202 (Cleburne Assigned Phone) 8816-414-86203 (Stephenville Assigned Phone)

PLACING CALLS TO THE SATELLITE PHONE

1. In order to dial the Iridium satellite phones you will need to dial the 2-stage dialing access number. You will incur regular long distance charger to Arizona. The 2-stage access number is 480-768-2500. You will be prompted to enter a 12-digit satellite phone number at which time the call will be placed to the appropriate Iridium satellite phone.

*Make this call from your cell phone and there will not be any local long distance charges. However, each call made to the satellite phones will be billed at a rate of \$1.60 per minute to the satellite phone bill.

- 2. You also have the option to send a message via short messaging service (SMS). This allows someone with access to the internet to send you a message one of two ways:
 - a. Visit the Iridium website at messaging.iridium.com. The pop up screen will give you the opportunity to input your Iridium phone number (no spaces or dashes), and the short message. Enter the 'reply to' email address and click 'send'.

 The advantage to using the Iridium website is that it will automatically calculate the number of characters.
 - b. Open a new email, and send to the subscriber's pager number (Ex: 881641486202@msg.iridium.com). The subject is not included in the message body of the page, so do not enter a subject. Type in a short text message (under 160 characters), and hit 'send'.

*Sending a SMS to the phone is a service provided with our calling plan. Therefore, it may be the most economical way to get a quick message to the crews utilizing the phones to have them call you back at their earliest conveniences and at a lower per minute rate as well.

UPDATED 01/06/2016

Disaster Tent Preparations

If the need arises, it is a good idea to call ahead to mobilize the tent company so they can be prepared. The longer we wait, the longer it will take to get the tent and all particulars in route.

Potential Vendors:

Peerless events & tents

3301 E. Randol Mill Rd. Arlington, TX, 76011 http://www.peerlessdfw.com Main and Emergency # (972) 602-3303 GM Phone # (817) 937-9778

• Tent crew can set up hard flooring upon request.

Kelly and Company 1st Responders

885 W Steel St.
Seymour, MO 65746
http://kellymobilecity.com/
Office # (417) 935-4080
24 Hour Respone # (417) 343-2280

- Tent crew <u>does not</u> set up flooring of 2x6 base with ³/₄" plywood floor to keep area sanitary. Company will sub-contract a floor.
- Company also supplies "Sleep Trailers" for 36 men. Complete with water, sewer, heat & air, very quick set-up. They have a 2600 man capacity for this type set-up.
- Missouri based

TentLogix, Inc.

1121 DiGiorgio Road Fort Pierce, FL 34982 http://tentlogix.com/ Office: (888) 347-2789 Cell # (772) 781-4804

Mobile Help 4 U

273 E. 410th Road

Fair Play, Missouri 65649

http://www.mobilehelp4u.com/

Office: (417) 654-2774 Emergency (877) 654-2774

• Tent crew <u>does not</u> set up flooring of 2x6 base with ³/₄" plywood floor to keep area sanitary. Company will sub-contract a floor.

Grand Rental Station

2810 W. Washington Stephenville, TX 76401

http://ww3.grandrental.com/stephenville/Home/tabid/2508/mo/1/Default.aspx

(254) 918-5575

A rough estimate of space required is as follows:

250 man tent: 80' x 150'500 man tent: 100' x 200'

- Need to ensure the following is available:
- Electric supply: Prepared for electric service or diesel fuel for generation
- Fresh water: Need to be prepared to hook up to fresh water supply
- Sewer: Will need to be prepared to hook up to sewer source
- Gas: Natural gas needed for heating of air and water as well as cooking
- Tent crew will set up flooring of 2x6 base with 3/4" plywood floor to keep area sanitary

Up dated 04/16/2020 Jared Wennermark

Fuel/Leasing Options Updated 2/16/2022

Fleet Renting/Leasing Options

Buckets/Diggers/Equipment

Altec - Mike Covington - Cell 214-912-6484 Office 816-364-2244

Global Rental - Chris Garner - 817-470-7551

Sesco – Gary Whitehead – 817-771-5598

TRL Rents - Ley Clay - 330-479-8459

Equipment Only

Wagner Smith - 817-447-8085 OR 800-666-6567

TRL Rents, LLC

Greg Fraumann

888-867-6540 - Toll Free

610-529-2525 - Mobile

610-819-0039 - Fax

http://www.TRLRents.com

Fueling alternatives in case of widespread catastrophic event

Cleburne

S&S Scott Oil Co LLC 254-874-5569 Harris Bob Oil Co. 817-641-9749

Stephenville

PF&E Oil - 325-646-1584 Home 325-642-0152

Cell 325-642-1345

Stephens Oil Co. 254-965-4710 Love Oil Co # 254-965-3518

Meridian

S&S Scott Oil Co LLC 254-874-5569

Chevron Oil Products Distributor
Hwy. 281 S Hamilton 254-386-8144

After Hours (Dane Merely) 254-386-5265

PK

PK General Store 940-659-4611

Mel Woodruff Senior Home 940-659-2345

Cell 940-452-5745

Mel Woodruff Junior Home 940-659-8484

Honstein Oil
370 North Sylvania Ave.
Fort Worth, TX 76137
817-831-0601 office
Shannon Stanley 817-829-4378 mobile
*They have portable tanks that can be placed on site

S&S Scott Oil

106 Avenue A

P.O. Box 86

Blum, TX 76627

254-874-5569

*They have portable tanks that can be placed on site

Connel Oil Corp. 100 SE 6th Avenue Suite 280, Bank of America Building Mineral Wells, TX 76067 940-325-7777

*Can only supply tanker truck loads of fuel

Emergency Planning: Mechanics-Towing Assistance 2/16/2022

Stephenville Area:

Mechanic Shop:

Truck Ag & Auto Phone 254-965-4403 Parts-254-965-4403 After Hours – 254-596-3599

After Hours – 254-592-3830 Cell-254-592-2549 House -254-386-4767

Towing Service:

Parham's Garage 254-965-7490

After Hours - home -254-965-7456

The Mill Towing 254-918-2165

Cleburne Area:

Mechanic Shop:

TEXAS TOWING 24 Hour Contact # 817-877-0206

Towing Service:

Texas Towing Equipment:

- HD Wreckers 80K LBS
- 75Ton rotator units. (Mobile Crane)
- Mack Tractor with 50' trailer and winch
- medium duty wreckers 20K LBS
- Roll Up Wreckers 10K LBS.
- Service Truck

General Manager: Sam Knight Cell 817-822-5850

Owner: Jerry Clay JR.

24 Hour Contact # 817-877-0206

Beard's Towing: Burleson Office Contact 817-295-1173

Ricks Automotive:

- Medium duty Roll Back Wrecker (20) LBS
- Medium Duty Roll Up Wreckers 10K LBS

817-558-2523

817-783-3259

817-401-3258

817-401-8430

817-401-8556

817-401-5878

Lonestar Collision & Towing 101 Maxie St. Cleburne, TX 76033 817-556-9400 office 817-933-7410 Frank Roberts 817-487-5765 Lee Smith

- (1) 35 Ton Heavy Duty Wreckers
- (1) 50 Ton Heavy Duty Wreckers
- (5) 12K Roll Back Wreckers

B&W Wrecker 1960 S. Burleson Blvd. Burleson, TX 76028 817-295-8613 office 817-538-6571 mobile

- (3) 50 Ton Heavy Duty Wreckers
- (4) 12K Roll Back Wreckers

SHERIFF DEPARTMENT AND POLICE DEPARTMENTS USED FOR SECURITY IN EACH COUNTY

The following list of Sherriff Dept. and Police Dept. are to be utilized when making arrangements for security in United Cooperative Services territory. Each Department has off-duty officers that can fulfill United's need for security at all the different offices it serves.

BOSQUE COUNTY 254-435-2363 OR 254-435-2362

COMANCHE COUNTY 325-356-7533

CORYELL COUNTY 254-865-7201 OR 254-865-7202

 EASTLAND COUNTY
 254-629-1774

 ELLIS COUNTY
 972 825-4901

 ERATH COUNTY
 254-965-3338

 HAMILTON COUNTY
 254-386-8128

 HOOD COUNTY
 817-579-3316

JOHNSON COUNTY 817-556-6058 Emergency Management 817-556-6346

 PALO PINTO COUNTY
 940-659-2085

 SOMERVILLE COUNTY
 254-897-2242

 STEPHENS COUNTY
 254-559-2481

 TARRANT COUNTY
 817-884-3099

 YOUNG COUNTY
 940-549-1555

 ALVARADO POLICE DEPT.
 817-783-3344

BURLESON POLICE DEPT. 817-426-9903 OR 817-426-9910

CLEBURNE POLICE DEPT. 817-645-9972 Chief of Emergency Management 817-645-9066

 CROWLEY POLICE DEPT.
 817-297-2276

 GLEN ROSE POLICE DEPT.
 254-897-2272

 GODLEY POLICE DEPT.
 817-389-2500

 GRANBURY POLICE DEPT.
 817-573-2648

 GRADVIEW POLICE DEPT.
 817-866-3399

JOSHUA POLICE DEPT. 817-558-3999 Johnson County Sheriffs office dispatches for them

 KEENE POLICE DEPT.
 817-641-7831

 MERIDIAN POLICE DEPT.
 254-435-2255

 RIO VISTA POLICE DEPT.
 817-373-2600

 STEPHENVILLE POLICE DEPT.
 254-918-1200

 VENUS POLICE DEPT.
 972-366-3332

US STATEWIDE PATROL

RICHARDSON,TEXAS 877-918-9411

BP WORLDWIDE SECURITY

SECURITY GUARDS 888 349-8810 Houston

TEXAS HIGHWAY PATROL (NON-EMERGENCY)

CLEBURNE 817-641-2204 or 817-202-2450

 SOMERVELL
 254-897-4130

 ERATH
 254-965-7893

 SMITH SECURITY GUARDS
 FORT WORTH
 817-332-7981

Oil Spill Prevention and CleanUp Process

Purpose

According to 40 CFR Part 112, Federal regulations require United to have a Spill Prevention, Control & Countermeasure (SPCC) plan that addresses the possibility of an oil spill at any of United's facilities entering navigable waterways. In addition, there are requirements by the Texas Commission on Environmental Quality (TCEQ) to report and clean up oil spills caused by any of United's equipment. The Environmental Coordinator (VP –Planning & Procurement) is responsible for development, review, and training for the SPCC plan and oil spill handling procedures.

Timing

Unless there is an amendment to federal or state requirements stating differently, the SPCC plan should be reviewed every 5 years and amended as necessary within 6 months by a professional engineer (VP - Planning & Procurement) per Federal requirements. Reports of oil spills should be reported to the Environmental Coordinator and Human Resources (HR) immediately and the spill handled per the instructions below. Training on the SPCC plan and oil spill handling procedures should be performed annually with all affected employees.

Process

Upon report or discovery of an oil spill, the following procedures apply depending on whether the oil is "PCB suspect" or "Non-PCB".

<u>PCB suspect</u>: Oil from equipment, device, or container that does not specify that the oil contains less than 50 ppm PCB or that it is Non-PCB.

- Look for PCB marking labels, nameplate information, and year of manufacture. Devices manufactured after 1979 did not contain PCB initially, however they could have been contaminated through servicing, so check for a service label to verify.
- PCB suspect device on the line not previously scheduled to be removed by Operations:
 Notify the Environmental Coordinator of its location immediately. Special documentation and handling will need to be followed.
- 2) PCB suspect device on the line scheduled or required to be removed by Operations: Assume the device is PCB contaminated and use the proper handling and transport procedures.
 - Not leaking remove and place directly into a properly labeled container or transformer bag before transporting.
 - Leaking- place device into a transformer bag before removal from the line.
 - Any tools, clothing, etc. that come into contact with potential PCB contaminated oil
 must be included with items to be disposed of or properly cleaned by environmental
 cleanup contractor before future use.
 - Contact Environmental Coordinator to begin cleanup process considerations, including engaging with environmental cleanup contractor(s) and implement appropriate containment measures.
 - All spoils shall be sealed, secured and transported to designated PCB storage areas.
 - Document with Oil Spill Cleanup form provided on intranet. Send completed copy of form with before and after cleanup photos to the Environmental Coordinator and HR.

Ensure the environmental cleanup contractor attaches copies of report to each container holding spoils from spill.

- 3) Non-PCB device spill and handling procedure for Operations:
 - Leaking Place device into approved oil spill bag before removal from the line.
 - Contain the discharge or spill with the use of PIG absorbent materials. Clean and/or
 excavate area within 48 hours where scheduling permits, but no later than proscribed
 by TCEQ for a reportable spill. Place soil and contaminated material into approved oil
 spill bags and transport to temporary holding areas at the major offices. If spoils from
 cleanup will be significant (multiple bags), contact Environmental Coordinator to
 coordinate with the environmental cleanup contractor.
 - Document with <u>Oil Spill Cleanup form</u> provided on intranet. Send completed copy of form with before and after cleanup photos to the Environmental Coordinator and HR. Attach copies of report to each container holding spoils from spill.
- 4) A "reportable" discharge or spill of oil is a quantity greater than 25 gallons, which should be reported to the Environmental Coordinator immediately in all cases. Spills above this reportable quantity must also be reported to TCEQ, unless it is oil from an electrical device where the reportable quantity is greater than 210 gallons. Upon the determination that a reportable discharge or spill has occurred, the Oil Spill Cleanup form should be completed immediately (except for details of cleanup) and submitted to the Environmental Coordinator and HR. If required, the Environmental Coordinator shall then notify the TCEQ (through the State Emergency Response Center) as soon as possible but not later than 24 hours after the discovery of the spill or discharge. The State Emergency Response Center will be notified (1-800-832-8224) where a case number will be assigned and they will contact TCEQ (817-588-5800). HR will notify the insurance company of the possibility of a claim as soon as possible. The Environmental Coordinator will coordinate all cleanup details with environmental cleanup contractor with input from insurance company if given.

Information required for initial notification to TCEQ:

- The name, address and telephone number of the person making the telephone call (Environmental Coordinator) and the responsible party (United).
- The date, time, location (street, city, state, zip, county) of the spill or discharge.
- A specific description or identification of the oil discharged or spilled (typically non-PCB mineral oil).
- An estimate of the quantity discharged or spilled.
- The name of the surface water or a description of the waters in the state affected or threatened by the discharge or spill.
- A description of any actions that have been taken, are being taken and will be taken
 to contain and clean up the discharge or spill, including the names of contractors
 that will be used.

A full written report of the incident and cleanup (including disposal manifests) is due within 30 days per the written instructions from TCEQ.

- 5) Notification of Safety Department should be made if the oil spill presents a hazardous or unsafe condition to employees or the public, and other appropriate incident reports should be made accordingly.
- 6) Notification of property owner, resident, or occupant shall be made immediately if it is believed they are adversely affected and are identifiable. If property damage other potential liabilities are involved, the Safety Department shall be notified immediately.
- 7) If any discharge or spill potentially threatening waterways, environmentally sensitive areas or natural resources is beyond the scope of United to clean up, the Environmental Coordinator will handle through the environmental cleanup contractor. Safety Department will notify local agencies or authorities if the discharge or spill creates an imminent health or safety threat.
 - Fire department
 - Fire marshal
 - Health authorities
 - Local Emergency Planning Committee (LEPC) as appropriate.
- 8) If any PCB contaminated devices or spoils are stored in United's temporary storage areas, they must be removed and properly disposed within 30 days.

Key Responsibilities:

- **Safety Department** On-site review and mitigation of potentially hazardous conditions around oil spills, notification of appropriate local agencies or authorities.
- **Operations** On-site cleanup of leaking equipment and oil spills, notification of Environmental Coordinator and HR, submitting Oil-Spill Cleanup Forms.
- Environmental Coordinator (VP- Planning & Procurement) Overall Oil Spill Prevention and cleanup process, including SPCC plan and cleanup process design, training, documenting, and reporting. Coordination of cleanup for large or reportable oil spills with environmental cleanup contractor, submitting Oil-Spill Cleanup forms and supporting documentation. In the case of the absence of the VP Planning & Procurement, the Senior VP of System Engineering should perform the tasks.
- **Human Resources** Notification and claim submittal to insurance company for oil spill cleanup.
- **Environmental Cleanup Contractor** On-site cleanup of large or reportable spills and disposal of spoils. Environmental Coordinator will keep an active list of approved contractors.

LAST REVIEW/UPDATE BY PROCESS COMMITTEE: 12/3/2018

[COMPANY LETTERHEAD]

[MEMBER NAME]
[STREET ADDRESS]
[CITY, STATE AND POSTAL CODE]
[DATE]

Dear [MEMBER NAME]:

United Cooperative Services values your business and respects the privacy of your information, which is why, as a precautionary measure, we are writing to let you know about a data security incident that may involve your personal information. On [date of breach incident], [description of breach incident in general terms including type of personal information—SSN, account number, credit card number, etc.—exposed by the breach incident]. This letter is to provide guidance on how you can protect yourself from potential risks and harm associated with this incident.

We urge all potentially affected individuals to take routine protective measures against identify theft and suggest that you:

- Obtain and carefully review your credit reports. You can order free credit reports from all three credit agencies at http://www.annualcreditreport.com
- Review your bank and credit card statements regularly and look for unusual or suspicious activities.
- Place a fraud alert on your credit files. A fraud alert lets creditors know to contact you before opening new accounts.
- Contact appropriate financial institutions immediately if you notice any irregularity in your credit report or any account.
- If your identity or accounts have been compromised, you should take actions such as contacting your financial institution and/or credit card company immediately.

We apologize for any inconvenience associated with this unfortunate incident. While United implements and practices data and physical security measures at the highest levels, incidents such as this—no matter how unlikely—can be out of the cooperative's control. We encourage all members to routinely monitor their credit reports to ensure identity theft potential is minimized as much as humanly possible.

Cooperatively yours,

United Cooperative Services

	United Cooperative Services Offices				
City	Address	Phone #			
Burleson	2601 S. Burleson Blvd., Burleson TX 76028	817-447-9292			
Cleburne	3309 N. Main, Cleburne, TX 76033	817-556-4000			
Granbury	320 Fall Creek Hwy, Granbury, TX 76049	817-326-5232			
Stephenville	1200 Glen Rose Hwy., Stephenville, TX 76041	254-965-3153			
Meridian	7975 Highway 22, Meridian, TX 76665	254-435-2832			
Possum Kingdom	1722 Park Road 36, Graford, TX 76449	940-779-2985			

	Leadership				
Name	Title	Phone #	Role		
Cameron Smallwood	CEO				
Quentin Howard	SVP, System Engineering		Emergency Coordinator, Lead		
Marty Haught	coo		Media Relations Coordnator		
Landy Bennett	CAO		Member & Key Account Relations Coordinator		
Jared Wennermark	VP, Planning & Procurement		Emergency Coordinator, Secondary		
Robert Bernhoft	VP, IS & IT				
Mauri Montgomery	VP, Media & Community Relations		Media Relations Coordinator		
Kevin Keese	VP, Human Resources & Safety		Safety		
Russell Young	VP, Accounting & Financing		Logistics Coordinator		
Blake Beavers	VP, Power Supply		Logistics Coordinator		

Safety					
Name	Title	Phone #	Role		
David Stone	Loss Control Director		Safety		
Mark Dixon	Field Safety Coordinator		Safety		

Operations				
Name	Title	Phone #	Role	
Ed Nunez	Manger of Operations		Operations Coordinator	
Jerry Scott	Senior Foreman		Operations Coordinator	
	Local Foremen		Operations Coordinator	

Warehouse and Materials					
Name	Title	Phone #	Role		
Robert Sherman	Senior Manager of Procurement		Procurement		
Jason Goosen	Purchasing & Warehouse Supervisor		Materials Coordinator		

Hotels, Meals, Logistics					
Name	Title	Phone #	Role		
Russell Young	VP, Accounting & Financing		Logistics Coordinator		
Blake Beavers	VP, Power Supply		Logistics Coordinator		
Kade Kincannon	Key Account / Member Services		Logistics Coordinator		

Media Relations					
Name	Title	Phone #	Role		
Marty Haught	coo		Media Relations Coordnator		
Mauri Montgomery	VP, Media & Community Relations		Media Relations Coordinator		

Local Emergency Contacts		
Fire department	#	
EMS	#	
Police/ Sheriff	#	

Emergency Response Plans - Process for extended hours for MSRs

Guidelines for when to use/request extended hours for MSRs to help alleviate high call volume and handle unresolved calls. These guidelines will be used on a case-by-case scenario.

- During business hours dispatcher(s) will need to alert Member Services Manager prior to 5:00
 pm if they need assistance handling unresolved calls.
 - Member Services Manger will determine how many MSRs will be needed and will coordinate with all offices for volunteers to stay after 5:00 and work unresolved calls as listed under the calls manager program.
- Member Services Manager will be responsible for watching high call volume to determine if and how many MSRs will need to stay after 5:00 pm and continue to take calls rather than switching to "high call volume mode" which will prevent or lessen the number of calls resulting in unresolved calls.
 - o IS&T will be notified to switch call handling mode
- During after-hours the Member Services Manager will be contacted by Engineering Services
 Technician if dispatch needs assistance processing unresolved calls.
 - The Member Services Manager will contact the necessary number of MSRs to report to the office to handle unresolved calls.

Contractor Management and Assignment

Once an ERP event occurs, the Emergency Response Coordinator and the Manager of Operations will work together to determine the Cooperative's needs in terms of Contract Labor. They will then assess the Cooperative's current contractor resources and determine if any additional contractors are needed. If so, they will utilize the ERP contract to acquire additional help.

Once all of the necessary resources are acquired and identified, the ER Coordinator and Manager of Operations will work together to assign the contractors to gain the most effectiveness and efficiency based on:

- The type of work that is required (i.e. individual larger projects involving several poles/large amounts of wire and/or special equipment versus several smaller projects involving fuses and/or single poles/spans).
- Contractor specialty (i.e. system improvement versus system maintenance)
- Contractor equipment and/or personnel

Contractor management will be primarily overseen in the field by the Cooperative's Contract Coordinator, with assistance from the Cooperative's Foremen as needed.

Grocery List for Sustained Outages

Below are items that are typically needed in the event of a sustained outage. These items should be purchased during the first two days of a multi-day event requiring outside operations resources and adequate stock should be maintained throughout the duration of the event.

- Bottled Water
- Baby wipes
- Peanut butter crackers
- Cheese crackers
- Trail mix
- Tooth brushes
- Tooth paste
- Toilet paper
- Gator aid
- Cola's (Coke, Dr. Pepper, Sprite, Lipton Tea)
- Pop tarts
- Fruit (bananas, apples, oranges)
- Beef jerky
- Chips (individual packs)
- Slim Jims
- Mixed Candy Bar packs
- Sun Seeds
- Breakfast Bars
- Cookie Packs
- ICE
- Disinfectant hand cleaner –either the foaming or alcohol gel pump bottles
- Milk
- Orange juice

Emergency Custodial Work

If UCS has a catastrophic event requiring us to feed inside, outside and external employees over multiple days, we will notify our custodial service of the need for their emergency services. UCS maintains a cleaning contract with a custodial service for normal ongoing operations. They have also agreed to supply emergency service at a cost of \$30 per hour per custodial employee.

We have first hand knowledge of how much mud and trash can accumulate within the buildings as we feed and accommodate a large number of people within our facilities. These services will allow UCS to better focus on restoration while keeping the facilities clean and orderly during a catastrophic event by not pulling our internal labor pool away from restoration duties.

We currently use Cardinal Custodial Services to clean our facilities. The contact is Bob Cardinal and he can be reached at 214-535-8738.

Emergency Response Plan – Regulatory Agencies

Description Obtained From

<u>4A – RUS</u>

Emergency RUS Contract Quentin Howard

RUS Recommended Contacts RUS

RDUP Bulletin 1724D-106 Considerations for Replacing Storm

Damaged Conductors RDUP Electric Web Site

4B - FEMA

Coop Coordination with FEMA for Temporary Housing Quentin Howard

FEMA Region VI Contacts FEMA Web Site

FEMA Quick Reference Guide Accounting

FEMA Work Sheets Accounting

FEMA Disaster Assistance Fact Sheet FEMA

Audit Tips for Managing Disaster-Related Project Costs FEMA

Force Account Equipment Summary Quentin Howard

Direct Labor Record Quentin Howard

<u>4C – PUC</u>

4D - ERCOT

ERCOT Operating Guide Jared Wennermark

4E - Other



February 10, 2020

Dear Sir or Madam:

United Cooperative Services is accepting formal bid quotations for an RUS 790 (Labor Only) Contract. This contract will be utilized for copper conductor replacements and line extensions to United Cooperative Services' distribution and secondary facilities.

If your company would like to submit a bid on this contract, please complete the applicable portions of the bid package and return the entire bid package to the Cooperative by 5:00 p.m., Monday, March 9, 2020. The bids will be publicly opened at 8:30 a.m., Tuesday, March 10, 2020 at the Stephenville office of United Cooperative Service, 1200 Glen Rose Hwy, Stephenville, TX 76401. **No Bonds will be required for this bid.**

Please pay special attention to the following sections of the Bid Proposal:

- Insurance requirements listed in ARTICLE IV of the proposal (and accompanying ADDENDUM section). These requirements must be met by the Contractor in order to be considered for the awarding of the contract.
- Article VI Section 6 Equal Opportunity Provision must be filled out entirely for a proposal to be accepted.
- The "ATTEST" portion of the Proposal must be filled out completely and correctly in order for a proposal to be accepted
- The ADDENDUM must be reviewed and filled out and executed in order for a proposal to be accepted.
- Please be sure to review and fill out Exhibits A & B completely failure to do so may result is your bid being removed from consideration.
- Information to be furnished must be reviewed and filled out and executed in order for a proposal to be accepted.
- Certificate of Debarment and Suspension must be filled out completely in order for a proposal to be accepted.
- Please be sure to fill out the "Lobbying Certification" form and the IRS Form W9.

Should your company be selected, the following documents will be required within 10 days after the date of notice of acceptance of your proposal:

• Certificate of Insurance in the amount specified in the contract, with the Cooperative listed as an additional insured and the waiver of subrogation per the contract requirements.

If you have any questions concerning the contract please feel free to contact me at (254) 918-6127 or Mark Buckner at (817)556-4066.

Sincerely,

Quet Ha

Quentin Howard

Senior Vice-President of System Engineering

Enclosure

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DISTRIBUTION LINE EXTENSION CONTRACT

EMERGENCY RESPONSE PLAN CONTRACT



March 2020

RUS Form 790

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DISTRIBUTION LINE EXTENSION CONSTRUCTION CONTRACT (RUS Form 790)

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ADDENDUM

EXHIBIT A & B

Information to be furnished with Bid

RUS Form 231 - Certificate of Contractor

RUS Form 792b - Certificate of Contractor and Indemnity Agreement

Certification Regarding, Debartment, Suspension, And Other Responsibility Matters- Primary Covered Transactions

RUS Form 224 – Waiver and Release of Lien

Lobbying Certification

IRS Form W9

RUS Form 187 – Certificate of Completion – Contract Construction

RUS Form 168b - Contractor's Bond (NOT REQUIRED)

RUS Form 307 - Bid Bond (NOT REQUIRED)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture Rural Utilities Service

ELECTRIC SYSTEM CONSTRUCTION CONTRACT NON-SITE SPECIFIC CONSTRUCTION

NOTICE AND INSTRUCTIONS TO BIDDERS

- 1. Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of <u>UNITED ELECTRIC COOPERATIVE SERVICES</u>, INC., a Texas electric cooperative corporation, RUS designation <u>Texas 164 UNITED</u>, (hereinafter called the "Owner") will be received by the Owner on or before 5 o'clock PM Central Daylight Time, on Monday, March 9, 2020, at its office at 1200 Glen Rose Highway, PO Box 290, Stephenville, Texas 76401 at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened. The bids will be publicly opened at 8:30 AM Central Standard Time, on Tuesday, March 10, 2020 at the Owner's office at 1200 Glen Rose Highway, Stephenville, Texas 76401.
- 2 Owner Furnished Materials. The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units. The Bidder's Proposal is for Labor Only.
- 4 Manner of Submitting Proposals. Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The successful Bidder will be required to execute two additional counterparts of the Proposal.
- 5. **Due Diligence.** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local

conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).

- **6 Proposals** will be accepted only from those prequalified bidders invited by the Owner to submit a proposal.
- 7. **The Time for Completion of Construction** of the project is of the essence of the Contract and shall be as specified by the Engineer in the Proposal.
- **8 Bid Bond.** Each Proposal must be accompanied by a Bid Bond in the form attached hereto or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished (where required) by the successful Bidder or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same. **SEE ALSO ADDENDUM.**
- **9. Contractor's Bond.** If the estimated cost of the construction of a Section shall exceed \$100,000, the Bidder agrees to furnish a Contractor's Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the estimated cost of such Section. **SEE ALSO ADDENDUM.**
- 10. Failure to Furnish Contractor's Bond. Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond (where required) within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the project. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond (where required.)
- 11. **Debarment Certification.** The Bidder must provide to the Owner a suspension and debarment certificate in the form attached hereto.
- 12. Contract is Entire Agreement. The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.
- 13. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the

acceptance thereof by the Owner.

- 14. Bid Rejection. The Owner reserves the right to reject any or all Proposals.
- 15. Discrepancy in Unit Prices. Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part" line for each respective part.
- **16. Definition of Terms.** The terms "Administrator," "Engineer," "Completion of Construction," and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.

17. The Owner Represents:

- a. If by provisions of the Proposal the Owner shall have undertaken to furnish any materials for the construction of the project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
- b. All titles, easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties on which the project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delay in construction.
- c. All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.
- d. Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following: The Texas Highway Department and the Texas Department of Transportation.
- e. All funds necessary for prompt payment for the construction of the project will be available.
 - If the Owner shall fail to comply with any of the undertakings contained in the foregoing representation or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified

the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. above.

a Texas electric cooperative corporation				
By: Ount Hand				
Quentin Howard				
Name Senior Vice President – System Engineering				
Title February 10, 2020				
Date				

United Electric Cooperative Services, Inc.,

PROPOSAL

TO: <u>UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas electric cooperative corporation</u> (hereinafter called the "Owner").

ARTICLE I -- GENERAL

Section 1. Offer to Construct. The undersigned (hereinafter called the "Bidder)" hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated. The Bidder understands and agrees that the Project will consist of line extensions and additions and line changes or similar work usually associated with overhead or underground distribution system improvement or extension work all located within the area served or ultimately to be served by the Owner and that the exact location and scope of individual sections of the Project (hereinafter called "Sections") will be made known to the Bidder from time to time as provided in Article II, Section 1 hereof.

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only such "fully accepted," "conditionally accepted," and "technically accepted" materials and equipment which have been accepted by RUS as indicated in the current RUS Informational Publication 202-1, "List of Materials Acceptable for Use on Systems of RUS Electrification Borrowers," including revisions adopted prior to the Bid Opening. The use of "conditionally accepted" or "technically accepted" materials and equipment requires prior consent by the Owner or Engineer.

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1. a of the Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the

remainder shall he paid prior to the Completion of the project. The value of such materials shall becomputed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. If the Owner furnishes, and the Bidder accepts, materials in excess thereof the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "List of Owner Furnished Materials" will befurnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Owner Furnished Materials" at its expense and shall be responsible for demurrage, if any. SEE ADDENDUM.

- Section 4. Proposal on Unit Basis. The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.
- Section 5. Description of contract. The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The <u>Addendum (defined below)</u>, Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and or identified and also made a part hereof for all purposes as follows (whether attached hereto or not):
 - a. Addendum to this Contract (the "Addendum"), including Owner's Special Requirements attached to the Addendum as Exhibit A, and the Construction Unit labor pricing schedule (to be completed by the Bidder in conjunction with Bidder's submittal of this Proposal to the Owner) attached to the Addendum as Exhibit B.
 - b. RUS Form 803, Specifications and Drawings for 14.4/24.9 kV Line Construction (if this Proposal is for the construction of overhead distribution system improvements);
 - c. <u>RUS Form 806, Specifications and Drawings for Underground Electric Distribution (if</u> this Proposal is for the construction of underground distribution system improvements);
 - d. Those plans, specifications and drawings not attached hereto but that accompany Work Orders(defined in the Addendum) delivered to the Bidder by the Owner in accordance with this Contract; and
 - e. <u>RUS Form 515a, Specifications and Drawings for Construction of Direct Buried Plant (if</u> this Proposal is for the construction of direct buried telecommunications);
 - f. RUS Form 515b, Specifications and Drawings for Construction of Underground Plant (if this Proposal is for the construction of underground telecommunications);
 - g. RUS Form 515c, Specifications and Drawings for Construction of Aerial Plant (if this

Proposal is for the construction of overhead telecommunications;

- h. RUS Form 515d, Specifications and Drawings for Service Installations at Customer Access Locations (if this Proposal is for the installation of customer/member telecommunications access)
- *all those other documents listed or referenced in this Contract as being attached hereto or as being a part of the Contract, whether attached or not.*

By submitting this Proposal to the Owner, the Bidder warrants and represents to the Owner that the Bidder has read and reviewed all documents described in this Section 5, as applicable, whether or not same are attached to this Proposal, and further acknowledges that those documents made available by the Owner as described at Section 3 of the Notice and Instructions to Bidders shall be attached to this Proposal, as applicable, prior to acceptance by the Owner.

Section 6. Due Diligence. The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.

Section 7.	License. The Bidder warrants that a Contractor's License is_	, is notrequired, and if
	required, it possesses Contractor's License No	for the State of
	in which the project is located and said license expires on	, 20,

Section 8. Warranty of Good Faith. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 9. Financial Resources.

- a. The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.
- b. The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.
- Section 10. Taxes. The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner Furnished Materials.
- Section 11. Changes in Quantities. The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in

excess of such fifteen percent (15%) shall be regarded as a change in the construction with in the meaning of Article—II, Section 1(d) of this proposal. INTENTIONALLY DELETED.

ARTICLE II-CONSTRUCTION

Section 1. Time and Manner of Construction.

a.	The Bidder agrees to commence construction of the project on a date (hereinafter called the
	"Commencement Date") which shall be determined by the Engineer after notice to the bidder in
	writing of acceptance of the proposal by the Owner and notice in writing from the Bidder that the
	Bidder has sufficient materials to warrant commencement and continuation of construction, but in
	no event will the Commencement Date be later than calendar
	days after acceptance of the proposal by the Owner. The Bidder further agrees to prosecute
	diligently and to complete construction in strict accordance with the Plans, Specifications and
	Construction Drawings within ealendar days after
	Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set
	poles, install anchors, install underground conduit, perform any plowing for the installation of
	underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to
	perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or
	the results of snow, rain, or frost make it impracticable to perform any operation of construction;
	provided further that the Bidder will not be required to perform any plowing for the installation of
	underground cable on public roads or highways if there are more than two (2) inches of frost in the
	ground. To the extent of the time lost due to the conditions described herein and approved in writing
	by the Engineer, the time of completion set out above will be extended if the Bidder makes a written
	request therefore to the Owner as provided in subsection b of this Section 1. SEE ADDENDUM.

- b. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner. SEE ADDENDUM.
- c. The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.

 Notwithstanding the forgoing, the sequence and details of construction of each Section of the Project
- will be determined by Owner, in its sole discretion, and provided to Bidder from time to time during the term of this Contract by way of Work Order(s) (as defined in the Addendum).
- d. The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a

- Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.
- e. It is understood and agreed that, notwithstanding any other provisions of this Contract, the Bidder will not be required to commence any construction after the expiration of two (2) year(s)¹ following acceptance of this Proposal by the Owner.
- Section 2. Environmental Protection. The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.
- **Section 3. Tools, Equipment, and Qualified Personnel.** The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.
- **Section 4. Changes in Construction.** The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:
 - a. For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.
 - b. For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory)

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

- Section 5. Construction Not in Proposal. The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:
 - a. The cost of materials shall be determined by the invoices.
 - b. The cost of labor shall be the reasonable cost thereof but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.

 SEE ADDENDUM.

¹ Owner to insert a number from 1 to 4.

Section 6. Supervision and Inspection.

- a. The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.
- b. The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Administrator and the Bidder shall furnish all information required by the Owner or by the Administrator concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Administrator for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Administrator shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.
- d. In the event that the Owner, or the Administrator, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner and the Administrator, if approval by the Administrator is required, for the purpose of determining the exact nature, extent and location of such defects.
- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.

Section 7. Defective Materials and Workmanship.

a. The acceptance of any materials, equipment (except Owner Furnished Materials) or any

workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall he replaced or remedied, as the case may he, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.

b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the fifteenth (15) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of a Section. Upon completion by the Bidder of the construction of a Section, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner of a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate Of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists; Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project, unless such excess shall have been approved in writing by the Owner.]

It is understood and agreed that this maximum Contract price is <u>Six Million dollars (\$6,000,000)</u>. It is also agreed that the Bidder shall not be entitled to any claim for damages on account of any reasonable additions to or subtractions from the Project, or of any delay occasioned thereby, or of any changes in the routing of the lines.

- c. Interest at the rate of three percent² (3.00%) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment or interest on all unpaid balances shall be the fifteenth (15) day of each calendar month provided (1) the Bidder on or before the fifth (5) day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth (15) day of such month shall have approved such certification. If for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth (15) day of such month, the due date for purposes of this subsection c shall be the fifteenth (15) day of such month notwithstanding the absence of the approval of the certification.
- d. Interest at the rate of three percent³(3.00%) per annum shall be paid by the Owner to the Bidder on the final payment for the project or any completed Section thereof commencing fifteen (15) days after the due date. The due date for purposes of such final payment or interest on all unpaid balances shall be the date of approval by the Owner of all of the documents requiring such approval, as a condition precedent to the making of final payment, or ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, whichever date is earlier.
- e. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.
- f. The Owner and the Administrator shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.
- Section 2. Release of Liens and Certificate of Contractor. Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.
- Section 3. Payments to Material Suppliers and Subcontractors. The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from in the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor. SEE ADDENDUM.

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section I. Protection to Persons and Property. The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.

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

² The Owner shall insert a rate equal to the lowest "Prime Rate" listed in the "Money Rates" section of the Wall Street Journal on the date such invitation to bid is issued.

³ See Footnote 2.

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.
- b. The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.
- C. The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.
- d. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- e. The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- Mhere the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.

The right-of-way for purposes of this said section shall consist of an area extending fifteen (15) feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from Public roads to carry on construction activities.

- The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.
 - (i) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold-harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as

making Bidder liable for any injury, death, loss, damage, or destruction caused by the solenegligence of Owner. SEE ADDENDUM.

- (ii) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner 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 Bidder.
- (iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- *J*: The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner,
- k. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.
- I. The Bidder will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.
- **Section 2. Insurance.** The Bidder shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:
 - a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.
 - b. Public liability insurance covering all operations under the contract shall have limits for bodily

injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance. SEE ALSO ADDENDUM.

Section 3. Delivery of Possession and Control to Owner.

- a. Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.
- b. Where the construction of a Section as herein before defined in Article II, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 4. Energizing the Project.

a. Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon de-

- energizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.
- b. The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.
- **Section 5. Assignment of Guarantees.** All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.

ARTICLE V--REMEDIES

- Section 1. Completion on Bidder's Default. If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Administrator shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.
- **Section 2. Cumulative Remedies.** Every right or remedy herein conferred upon or reserved to the Owner or the Government or the Administrator shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

ARTICLE VI-MISCELLANEOUS

Section 1. Definitions.

- a. The term "Administrator" shall mean the Administrator of the Rural Utilities Service of the United States of America and his or her duly authorized representative or any other person in whom or authority in which may be vested the duties and functions which the Administrator is now authorized by law to perform.
- b. The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.
- c. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole and

conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

- Section 2. Materials and Supplies. In the performance of this Contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the Unites States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Administrator from time to time may require.
- **Section 3. Patent Infringement.** The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.
- Section 4. Permits for Explosives. All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.
- Section 5. Compliance with Laws. The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S. C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a.

Bidder's R	Represents.		
The Bidde	r represents that:		
not Standard I	, furnished the Equired (Form 100, required (,100 or more employees, and if it has _ ual Employment Opportunity-Employers a of employers with 100 or more employees and Title VII of the Civil Rights Act of 19	Information Report EEO-1, s pursuant to Executive Ord

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

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard