Notice of Meeting for the Georgetown Utility System Advisory Board and the Governing Body of the City of Georgetown March 8, 2019 at 2:00 PM at Georgetown Municipal Complex, 300-1 Industrial Avenue, Georgetown TX

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A Call to Order

The Board may, at any time, recess the Regular Session to convene in Executive Session at the request of the Chair, a Board Member, the City Manager, Assistant City Manager, General Manager of Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

B Introduction of Visitors

Employee Recognition

- -- None submitted at time of posting
- C Review Board/Meeting Procedures Sheila K. Mitchell, GUS Board Liaison
- D March 2019 GUS CIP Updates and February Council Actions -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
- E Industry Updates

Legislative Regular Agenda

F Public Wishing to Address the Board

On a **subject that is posted on this agenda**: Please fill out a speaker registration form which can be found on the table at the entrance to the Board Meeting. Clearly print your name and the letter of the item on which you wish to speak and present it to the Staff Liaison, **prior to the start of the meeting**. You will be called forward to speak when the Board considers that item. Only persons who have delivered the speaker form **prior to the meeting being called to order** may speak.

On a **subject not posted on the agenda**: Persons may add an item to a future Regular scheduled Board agenda by filing a written request with the Staff Liaison **no later than one week prior** to the Board meeting. The request must include the speaker's name and the specific topic to be addressed with sufficient information to inform the board and the public. **Only those persons who have submitted a**

timely request will be allowed to speak. For Board Liaison contact information, please logon to https://government.georgetown.org/georgetown-utility-system-advisory-board-gus/.

- G Nominations and election of Vice-Chair of the GUS Board. Ed Pastor, GUS Board Chair
- H Nominations and election of Secretary of the GUS Board. Ed Pastor, GUS Board Chair
- I Review and possible action related to the Day and Time of GUS Board Meetings. Ed Pastor, GUS Board Chair
- J Review and possible action to approve the minutes from the regular GUS Board meeting held on February 8, 2019. Sheila K. Mitchell, GUS Board Liaison
- K Consideration and possible recommendation to approve issuance of a Purchase Order for utility bill printing and mailing services through 2/21/20 to Dataprose LLC pursuant to a piggyback clause in an agreement with the City of Plano at an annual cost of \$249,480. Leticia Zavala, Customer Care Director
- L Consideration and possible recommendation to award a bid for Park Water Treatment Plant backwash controls to Control Panels USA of Austin, Texas in the approximate amount of \$190,000.00. David W. Thomison, Water Services Manager
- M Consideration and possible recommendation on the First Amendment to Task Order WPL-18-001 to Walker Partners of Austin, Texas in the amount of \$556,068.00 for professional engineering services related to the Berry Creek Interceptor -- Wesley Wright, PE, Systems Engineering Director
- N Consideration and possible recommendation on an Interlocal Agreement with Williamson County for waterline improvements related to the Seward Junction (CR 259 and CR 266) roadway project -- Wesley Wright, PE, Systems Engineering Director

Adjournment

CERTIFICATE OF POSTING

I, Robyn Densmore, City Secretary for the City of G	Georgetown, Texas	, do hereby certify that this Notice of
Meeting was posted at City Hall, 808 Martin Luther I	King Jr. Street, Geo	orgetown, TX 78626, a place readily
accessible to the general public at all times, on the	day of	, 2019, at
, and remained so posted for at least 72	continuous hours p	preceding the scheduled time of said
meeting.		
Robyn Densmore, City Secretary		

SUBJECT:

Call to Order

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ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

SUBJECT:

Review Board/Meeting Procedures - Sheila K. Mitchell, GUS Board Liaison

ITEM SUMMARY:

The following documents will be provided, at the meeting, for your reference:

- Bylaws
- Code of Ordinance Attendance Policy
- Roster
- Board Member Tidbits & Don't Forgets

Review:

- Attendance Policy
- Quorum Requirements
- Sign in Sheet
- Parking
- Attorney General Trainings https://www.texasattorneygeneral.gov/og/open-government-training
 - 1. Open Meeting Act
 - 2. Public Meetings Act

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Sheila K. Mitchell/GUS Board Liaison

SUBJECT:

March 2019 GUS CIP Updates and February Council Actions -- Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

ITEM SUMMARY:

GUS Item Update Coversheet March 2019

Berry Creek Wastewater Interceptor – 3CJ

Crews are currently installing a Construction Bridge across Berry Creek between the bridges of Champions drive and Oak Tree drive. Crews to start installing 36" wastewater pipe week of February 25th

Berry Creek Wastewater Interceptor Phases 1, 2 & 3

Alternative routing around Berry Springs Park under review and redesign

Braun Elevated Storage Tank (EST)

Crews placed 540+ yards of concrete for Tank foundation & are currently backfilling foundation

Cedar Breaks to Pastor Dedicated Water Line

Crews to mobilize in week of 2/25/19 & pothole existing utilities

CR 255

Recommended by GUS 10/09/15, approved by CC on 10/27/15. Preliminary Construction Plans are near 80% complete & Easements 50% complete

EARZ Area 1 - 2018

PM Construction has their camera sub on site to the initial video inspections

Lake WTP Chemical Storage Improvements

Task Order approved by GUS Board 12/8/17 & City Council 12/12/17. Tentatively out for Bid Spring 2019

Lake WTP Raw Water Intake & Pump Station Improvements

Huffman divers welding on middle & bottom three 24" nozzles & have cut openings in top three intake nozzles and removing existing gates

Park Lift Station

Task Order recommended by GUS 2/10/17& approved by City Council 2/18/17. 100% Design Plans & Specs being reviewed by Staff, Bids in early 2019

Pastor Pump Station

NTP date Monday 4/16/18. Crews have installed forms & steel for Pump Can footer/foundation

Pecan Branch WWTP

NTP 7/17/17, Lift Station tie in completed & crews have placed concrete on Lift Station deck lid & channel in Headworks

Ronald Reagan Water Line

Contract approved with Royal Vista by City Council on 12/11/18, two pipe crews have installed approximately 9500 LF of 30" water main & tied into existing 24" water main at FM 2338

San Gabriel Wastewater Treatment Plant – Belt Press

Task Order approved by GUS Board 3/9/18 & by City Council 3/27/18. Tentatively out for Bid Spring 2019

Shell Road Water line

Final Design Plans are 90% complete & Easements are 60% complete

South Lake Water Treatment Plant – Intake & Raw Waterline

Task Order approval by GUS Board 1/11/19 & City Council 1/22/19

Sun City 2.0 MG Elevated Storage Tank

Steel crew has completed all welding. Paint crew onsite to begin air phase of painting.

Water Tank Rehab- 2018

CDM Task Order recommended by GUS Board 12/8/17 & approved by Council 12/12/17 Tentatively out for Bid Spring 2019

West University 2018 Waterline Improvements

City Council approved Contract with Smith Contracting on 12/11/18, Boring Crews have completed both bores under W. University & crews to start 12" pipe installation week of 2/25/19

February Council Actions -- attached

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager.

ATTACHMENTS:

	Description	Type
D	March 2019 GUS CIP Updates	Backup Material
D	Feb Council Actions	Backup Material

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Tentatively out for Bid Spring 2019

West University 2018 Waterline Improvements

City Council approved Contract with Smith Contracting on 12/11/18, Boring Crews have completed both bores under W. University & crews to start 12" pipe installation week of 2/25/19

Project: Berry Creek Wastewater Interceptor Project# 3CJ Update – March 2019

Project Description: This project will consist of approximately 15,000 linear feet of wastewater interceptor ranging in diameter from 36-inch to 30-inch from the existing Berry Creek lift station to the existing Sun City lift station. The alignment of the interceptor will generally follow Berry Creek.

Purpose: The purpose of this project is to add wastewater capacity in Sun City, provide wastewater service to the Shell road area, and will allow Sun City Lift Station to come off line when the future phases are complete.

Project Manager: Ken Taylor

Engineer: CDM Smith

Contractor: Santa Clara Construction

Phase	Start	Finish	Status / Comments
Preliminary	May 2015	February 2016	Recommended by GUS
Engineering			5/8/15 approved by CC
			5/26/15.
Final Design	February 2016	March 2018	100% complete
ROW / Easements	June 2015		Complete
Bid / Award			Approved by City Council
Bid #			on 12/11/18, NTP issued
			1/24/19
Construction	January 2019	February 2020	Crews installing
			Construction Bridge across
			Berry Creek between the
			bridges of Champions dr &
			Oak Tree dr. Crews to start
			installing 36" wastewater
			pipe week of 2/25/19
Post Construction			



Project: Berry Creek Wastewater Interceptor Phase 1,2, &3 Project# Update – March 2019

Project Description: This project will consist of approximately 21,500 linear feet of wastewater interceptor ranging in diameter from 36-inch to 48-inch from the existing Berry Creek lift station to the existing Pecan Branch Wastewater Plant. The alignment of the interceptor will generally follow Berry Creek.

Purpose: The purpose of this project is to add wastewater capacity in Sun City, provide wastewater service to the Shell road area, and will allow Sun City Lift Station to come off line.

Project Manager: Ken Taylor **Engineer:** Walker Partners, LLC

Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary	November 2017	November2018	Recommended by GUS
Engineering			10/13/17 Approved by City
			Council 10/23/17. Boring
			samples being analyzed
Final Design	November 2018	January 2019	
ROW / Easements			
Bid / Award			Alternative routing around
Bid #			Berry Springs Park under
			review and redesign
Construction	January 2010	April 2020	
Construction	January 2019	April 2020	
Post Construction			



Project: Braun EST Project# 2JG Update – March 2019

Project Description: This project involves - Design, bidding and general services during

construction for a 3 MG elevated storage tank (EST) at the Braun EST site

Purpose: The purpose of this project is to add additional elevated water storage capacity and

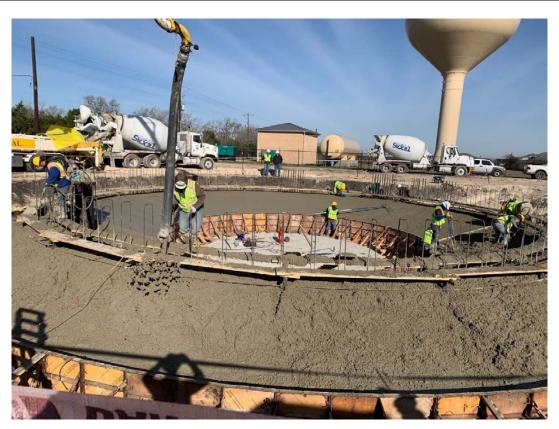
meet the demands of the water system in the 1178 pressure plane.

Project Manager: Ken Taylor

Engineer: CDM

Contractor: Landmark Structures

Phase	Start	Finish	Status / Comments
Preliminary	January 2018	March 2018	Task Order approved by
Engineering			GUS Board 12/8/17 & by
			City Council 12/12/17
Final Design	April 2018	July 2018	
ROW / Easements			
Bid / Award	September	October 2018	Approved by GUS Board &
Bid#	2018		Council in October
Construction	January '19		Crews placed 540+ yards of concrete for Tank foundation & are currently backfilling foundation
Post Construction			



Project: Cedar Breaks EST – Pastor 24 Inch Dedicated Water Line Project# 2JI Update – March 2019

Project Description: This project will consist of approximately 12,000 linear feet water line that will run from Cedar Breaks Elevated Storage Tank to the Pastor Ground Storage Tank. The water line will run in DB Woods Rd right-of-way for the northern portion of the alignment and around the north and western border of Wood Ranch for the southern portion.

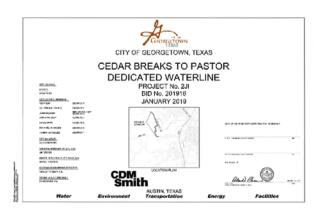
Purpose: The purpose of this project is to run a dedicated water line from Cedar Breaks EST to Pastor Pump Station, this dedicated 24-inch waterline will allow the Pastor Pump Station to fill without depleting the existing distribution system and effecting fire flow. This will also increase the capacity of the Pastor Pump Station to keep up with growth and demand in the Western District.

Project Manager: Ken Taylor

Engineer: CDM Smith

Contractor: Prota Construction

Phase	Start	Finish	Status / Comments
Preliminary	July 2018	September 2018	Task Order approved by
Engineering			GUS Board 6/6/18 & City
			Council 6/26/18
Final Design	October 2018	November 2018	Preliminary Survey work
			starting
ROW / Easements	July 2018	November 2018	Complete
Bid / Award	January 2019	February 2019	Approved by GUS Board &
Bid #			Council February 2019
Construction	Early 2019		Crews to mobilize in week
			of 2/25/19 & pothole
			existing utilities
Post Construction		-	



Project: County Road 255 Waterline Improvements Project# 2JE Update – March 2019

Project Description: This project involves upgrading the existing 15-inch water main with 16-inch C-905 or DI pipe. This project will consist of approximately 44,500 LF of 16-inch water main replacement.

Purpose: The purpose of this project is to upgrade the class pipe water mains to C-905 or DI pipe, and replace this existing main that has a large amount of water leaks.

Project Manager: Ken Taylor

Engineer: KPA Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary	October 2015	March 2016	Recommended by GUS
Engineering			10/09/15, approved by City
			Council on 10/27/15.
Final Design	March 2016	February2018	80% Complete
ROW / Easements	October 2015		50% complete
Bid / Award			
Bid #			
Construction			
Post Construction			

Project: EARZ Area 1 - 2018 Project# 3CQ Update – March 2019

Project Description: This project will consist of pipe bursting, cured-in-place, open trench, & rehabbing manholes.

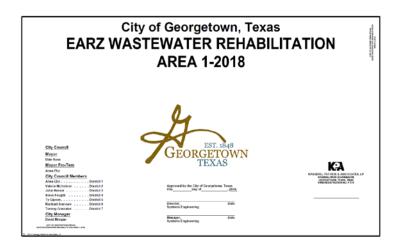
Purpose: The purpose of this project is to make repairs on the wastewater collection system to be in compliance with TCEQ rules and regulations.

Project Manager: Chris Logan

Engineer: KPA

Contractor: PM Construction

Phase	Start	Finish	Status / Comments
Preliminary	March 2017	June 2017	Task Order Recommended
Engineering			by GUS 2/10/17
			Approved by CC 2/28/17
Final Design	June 2017	August 2017	September 2018, reviewing
			90% plans
ROW / Easements	N/A	N/A	N/A
Bid / Award			Approved by City Council
Bid#			12/11/18
Bid opening			
Construction			PM Construction has their
			camera sub onsite doing the
			initial inspections.
Post Construction			



Project: Lake WTP – Chemical Storage Improvements Project# 2CW Update – March 2019

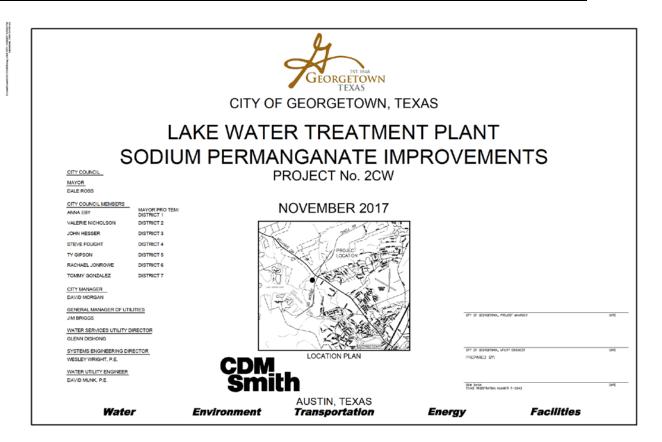
Project Description: This project involves - Design, bidding and general services during construction for the design of sodium permanganate storage and feed system improvements at the Lake WTP.

Purpose: The purpose of this project is the sodium permanganate storage and feed system improvements will be bid so that small specialized, qualified chemical feed contractors can bid the project.

Project Manager: Ken Taylor

Engineer: CDM **Contractor**: TBD

Phase	Start	Finish	Status / Comments
Preliminary	January 2018	March 2018	Task Order approved by
Engineering	_		GUS Board 12/8/17 & City
			Council 12/12/17
Final Design	April 2018	June 2018	
ROW / Easements			
Bid / Award	July 2018	September 2018	Tentatively out for Bid
Bid #			Spring 2019.
Construction			
Post Construction			



Project: Lake Water Treatment Plant Raw Water Intake & Pump Station Maintenance Improvements Project# 2CU Update – March 2019

Project Description: This project involves - Design bidding and general services during construction for the maintenance improvements consist of replacing the intake gates and other general maintenance on the 40-year-old intake. The maintenance improvements also consist of replacing some discharge piping at the Raw Water Pump Station

Purpose: The purpose of this project is the replacing the intake gates and other general maintenance on the 40-year-old intake. There will also be revisions to the discharge piping that will reduce the pump head loss at the existing pump

Project Manager: Ken Taylor

Engineer: CDM

Contractor: Huffman Contractors

Phase	Start	Finish	Status / Comments
Preliminary	October 2017	November 2017	Approved by GUS Board
Engineering			9/17 & City Council
			September 17
Final Design	November	February 2018	
	2017		
ROW / Easements			
Bid / Award	April 2018	May 2018	Approved by City Council
Bid #			5/22/18
Construction	Fall 2018		Huffman divers welding on
			middle & bottom three 24"
			nozzles & have cut openings
			in top three intake nozzles
			and removing existing gates
Post Construction			



Page 16 of 112

Project: San Gabriel Park Lift Station Improvements Project# 3CN Update – March 2019

Project Description: This project will consist of the construction a new wastewater lift

station with appurtenant electrical and instrumentation improvements.

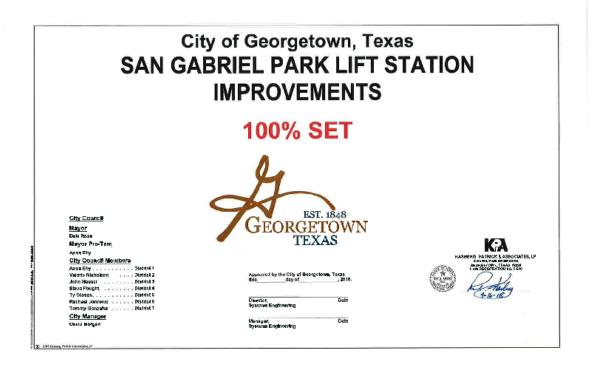
Purpose: The purpose of this project is to provide wastewater service for growth and

development in the San Gabriel Wastewater Basin.

Project Manager: Ken Taylor

Engineer: KPA Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary	March 2017	June 2017	Recommended by GUS 2/10/17&
Engineering			City Council 2/18/17
Final Design	July 2017	December	90% Plans under review by Staff
		2017	TCEQ variance under review
ROW / Easements	N/A	N/A	
Bid / Award			Tentatively Bids in early 2019
Bid #			Reviewing 100% Plans & Specs
			prior to Bid
Construction			
Post Construction			



Project: Pastor Pump Station Project# 2BZ Update – March 2019

Project Description: This project involves upgrading the existing pump station with two new motors, pumps, electrical, instrumentation & HVAC. Design of pipeline improvements to provide more water to the Pastor Pump Station and to complete the West Loop Water Line near SH 29 and DB Wood Road.

Purpose: The purpose of this project is to upgrade pipeline improvements and to provide more water to the Pastor Pump Station and to complete the West Loop Water Line near SH 29 and DB Wood Road.

Project Manager: Ken Taylor

Engineer: CDM

Contractor: Archer Western

Phase	Start	Finish	Status / Comments
Preliminary	May 2017	October 2017	Task Order recommended
Engineering			by GUS 4/14/17 and goes to
			Council 4/25/17.
Final Design	October 2017	February 2018	
ROW / Easements			
Bid / Award			GUS Board approved
Bid#			Contract with Archer
			Western 3/9/18 and Council
			approved 3/27/18
Construction	April 2018	May 2019	Crews have installed forms
			& steel for Pump Can
			footer/foundation
Post Construction			



Project: Pecan Branch Wastewater Treatment Plant Expansion Project# 3CA Update – March 2019

Project Description: The project includes expanding the existing Pecan Branch WWTP from 1.5 to 3.0 MGD including the construction of an influent pump station, screening and grit removal facilities, aeration basins, secondary clarifiers, cloth disk filters, UV disinfection facility, sludge holding tanks facilities, site grading and paving, electrical improvements, and instrumentation improvements.

Purpose: The purpose of this project is to provide wastewater treatment for future

growth and development.

Project Manager: Ken Taylor

Engineer: CDM Smith

Contractor: CSA Construction

Phase	Start	Finish	Status / Comments
Preliminary	November	March 2013	Complete
Engineering	2012		
Final Design	December	January 2017	100% Set of Plans
	2015		
ROW / Easements			Complete
Bid / Award	March 2017	May 2017	Bid Opening 3/28/17
Bid # 201717			GUS Board approved 4/14/17
			City Council 4/25/17
Construction	July 2017	August 2019	NTP 7/17/17, Lift Station tie in
			completed & crews have placed
			concrete on Lift Station deck lid
			& channel in Headworks
Post Construction			



Project: Ronald Reagan Waterline Improvements Project# 2JM Update – March 2019

Project Description: This project involves upgrading the existing 15-inch water main with 16-inch C-905 or DI pipe. This project will consist of approximately 44,500 LF of 16-inch water main replacement.

Purpose: The purpose of this project is to install 21,300 LF of 30" water main on the west

side of Ronald Reagan from FM 2338 (Williams dr) to FM 3405

Project Manager: Ken Taylor

Engineer: KPA

Contractor: Royal Vista

Phase	Start	Finish	Status / Comments
Preliminary	October 2015	March 2016	KPA Task Order approved
Engineering			by GUS Board & City
			Council on 8/28/18
Final Design	March 2016	February2018	80% Complete
ROW / Easements	October 2015		50% complete
Bid / Award			Approved by City Council
Bid #			12/11/18
Construction	January 2019	September 2019	Two pipe crews have
			installed approximately
			9500 LF of 30" water main
			& tied into existing 24"
			water main at FM 2338
Post Construction			



Project: San Gabriel Wastewater Treatment Plant – Belt Press Project# 3CP Update –March 2019

Project Description: This project involves - Design, bidding and general services during construction for a new sludge dewatering building and the installation of dewatering equipment, a polymer system and a conveyor for the San Gabriel Wastewater Treatment Plant (WWTP)

Purpose: The purpose of this project is to replace the existing drying beds with a new sludge dewatering building and the installation of dewatering equipment, a polymer system and a conveyor to load a roll-off dumpster.

Project Manager: Ken Taylor

Engineer: CDM Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary Engineering	April 2018	August 2018	Task Order approved by GUS Board 3/9/18 & by City Council 3/27/18
Final Design	August 2018	December 2018	
ROW / Easements	N/A		
Bid / Award Bid #	February 2019	March 2019	Tentatively out for Bid Spring 2019
Construction			
Post Construction			

	Task Order No. CDVI-18-403 conviouing of _8_ puges.
Taşk	Order
Inc. (cordance with paragraph 1.01 of the Master Services Agrocutient between Owner and CDM Smith, "Englineer") for Professional Services—Tuck Order Edition, dated September 30, 2016, ("Agrocutient"), or and Engineer agree as follows:
1,	Specific Project Data
	A. Title: San Gabriel Wastowater Treatment Plant Belt Press
	B. Description: <u>Design of a new sludge dewatering building for the San Gabriel Wastewater Treatment Plant (WWTP) to replace existing drying bods. The design will include a new open sided building act due installation of dewatering equipment, a polymer system and a conversor to load a roll-off dumpster. Services include preliminary engineering, design, bidding and general Services during construction to cover the process mechanical, structural, architectural, electrical, instrumentation and HVAC improvements.</u>
	C. City of Georgetown Project Number: 3CP
	D. City of Georgetown General Ledger Account No.: 660-9-0581-90-163
	E. City of Georgetown Purchase Order No.:
	F. Master Services Agreement, Contract Number; 2016-738-MSA
2.	Services of Engineer
	Engineer shall propure bidding documents including plans, datalit, specifications and contract discurrents for the construction of a new downtering building for the Sor. Gabriel WWTP. The dewarding building for the Sor. Gabriel WWTP. The dewarding building for the Sor Gabriel WWTP. The dewarding building includes: downtering cardipment (a belt filter press or rotary fan press); a potymer system, shadge conveyor; potential replacement of casisting sludge ford pungs, new clottical VTPIs for the studge feed pungs; modifications to the innorming electrical fissilities as required to support the new equipment; and the addition of an art-conditioned electrical resolution inside the downtering building. Building will be single-story and consist of a pre-regimened mental structure with partial side walls and will use the varieties deep conditioned. This construction will require the demandation of a portion of the existing dying beds.
	The basic services consist of preliminary engineering, design, bidding and general services during construction. The basic services are described below in detail.
	Preliminary Engineering Phase. This phase involves determination of project scape, economic and technical evaluation of (easible alternatives, and development of conceptual design and

Project: Shell Road Waterline Improvements Project# 3CI Update – March 2019

Project Description: This project will consist of approximately 13,500 LF of 16-inch

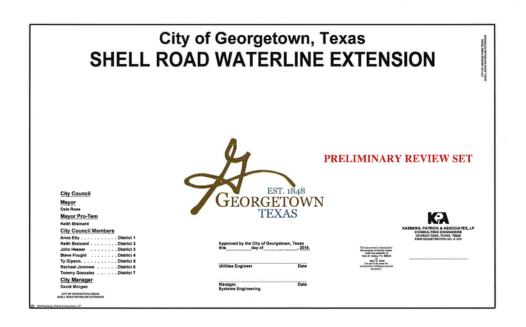
water line and approximately 2300 LF of 12-inch waterline.

Purpose: The purpose of this project is to provide secondary feed of water to Sun City.

Project Manager: Ken Taylor

Engineer: KPA **Contractor**: TBD

Phase	Start	Finish	Status / Comments
Preliminary	April 2015	August 2015	Task Order Recommended
Engineering			by GUS 3/13/15
			Approved by CC 3/24/15.
Final Design	August 2015	March 2018	90% complete
ROW / Easements	June 2015	October 2017	60% complete
Bid / Award			
Bid			
Construction			
Post Construction			



Project: South Lake Water Treatment Plant Intake & Raw Waterline Project# 2BN Update – March 2019

Project Description: This project will consist of design/engineering for a 22 MGD raw water intake & pump station with future expansion to 44 MGD and 3,800 LF if raw water pipeline to carry water to the SLWTP.

Purpose: The purpose of this project is to provide the supply & demand for future water

needs for the City of Georgetown and Western District

Project Manager: Ken Taylor

Engineer: CDM Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary Engineering	February 2019	August 2019	Task Order approval by GUS Board 1/11/19 & City Council 1/22/19
Final Design	August 2019	April 2020	
ROW / Easements			
Bid / Award Bid	Summer 2020		
Construction	Fall 2020		
Post Construction			

		Task Order No. CDM-19-001-TO, consisting of 17 pages.	
		Consisting of 11 pages.	
Fasi	k Order		
Inc.	conducte with paragraph 1.01 of the Master Services Ag ("Engineer") for Professional Services - Task Order Editioner and Engineer agree as follows:	greement between Owner and CDM Smith, n, dated September 30, 2016, ("Agreement"),	
1.	Specific Project Data		
	A. Title: South Lake Water Treatment Plant Intake an	d Raw Waterline	
	B. Description: Prel'minary Engineering, Final Designew South Lake Water Learnern Hant (SLWTP) The plant will have a treatment capacity of capabilities for expanding to 44 MGD in the func. a new water intake and pump station and 3.800 LF SLWTP. The SLWTP raw water pump station and raw with the state of the state o	raw water pump station and pipeline 22 million gallons per day (MGD) with The raw water supply facilities will include of raw water pipeline to carry water to the voter pipeline will be designed and packaged	
	C. City of Georgetown Project Number: 2BN		
	D. City of Georgetown General Ledger Account No.:	660-9-0580-90-049	
	E. City of Georgelown Purchase Order No.:		
	F. Muster Services Agreement, Contract Number: 2016-738-WSA		
tionig	gehawn – Rovinsi 3.41 KECHC RSUS Standard Form of Aggreement Between Observand Finglin Capp right #22004 National Survive of Professional Radiate Attachment — Tack Order	rs Bor P. R. DR. : All rights reserved.	

Project: Sun City Elevated Water Storage Tank Project# 2CP Update – March 2019

Project Description: This project will consist of the replacement of the existing .4 million gallon Elevated Water Storage Tank with a 2 million gallon Elevated Water Storage Tank.

Purpose: The purpose of this project is to increase elevated water storage in the Sun City 1015 pressure plan from .4 MG to 2MG to meet the demands of the water system in the 1015 pressure plane.

Project Manager: Chris Pousson **Engineer:** Dunham Engineering, Inc.

Contractor: CB&I



Phase	Start	Finish	Status / Comments
Preliminary	November	May 2017	Task Order recommended
Engineering	2016		by GUS 11/11/16,
			Approved by CC 11/22/16.
Final Design	May 2017	June 2017	100% complete
ROW / Easements	N/A	N/A	N/A
Bid / Award	July 2017	September 2017	GUS Board and Council
Bid#			Approved
Construction	December	April 2019	Steel crew has completed
	2017		all welding. Paint crew
			onsite to begin air phase of
			painting.
Post Construction			

Project: Water Tank Rehab - 2018 Project# 2CX Update – March 2019

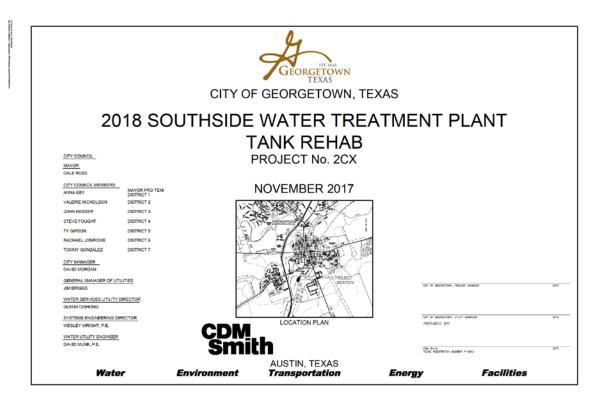
Project Description: This project involves - Design bidding and general services during construction for the demolition of the steel ground storage tank (GST) and steel lime silo at the Park Water Treatment Plant (WTP), demolition of the Woods GST, and rehabilitation of the 1 MG GST at the Southside WTP; and design

Purpose: The purpose of this project is the demolition of the steel structures at the Park WTP and the Woods sites and rehabilitation of the 1 MG GST at the Southside WTP site will be bid so that qualified demolition and tank rehab contractors can bid the project.

Project Manager: Ken Taylor

Engineer: CDM Contractor: TBD

Phase	Start	Finish	Status / Comments
Preliminary Engineering	January 2018	March 2018	Task Order recommended by GUS Board 12/8/17 & approved by Council 12/1/2/17
Final Design	April 2018	June 2018	
ROW / Easements			
Bid / Award Bid #	July 2018	September 2018	Tentatively out for Bid early 2019
Construction			
Post Construction			



Project: West University 2018 Waterline Improvements Project# 2JJ Update – March 2019

Project Description: This project will consist of approximately 1,220 LF of 12-inch

water line and approximately 150 LF of 8-inch waterline.

Purpose: The purpose of this project is to provide adequate flows & pressure to the

University/IH 35 area

Project Manager: Ken Taylor

Engineer: CDM

Contractor: Smith Contracting

Phase	Start	Finish	Status / Comments
Preliminary	April 2015	August 2015	Task Order Recommended
Engineering			by GUS 3/13/15
			Approved by CC 3/24/15.
Final Design	August 2015	March 2018	October 2018
ROW / Easements	June 2015	October 2017	Complete
Bid / Award			Approved by City Council
Bid			12/11/18, PreConstruction
			Meeting scheduled for
			1/11/19 with NTP to be
			issued shortly after
Construction	January 2019	August 2019	Boring Crews have
			completed both bores under
			W. University & crews to
			start 12" pipe installation
			week of 2/25/19
Post Construction			



GUS BOARD ITEMS FORWARDED TO COUNCIL February 12, 2019

L

Forwarded from Georgetown Utility Systems Advisory Board (GUS):

Consideration and possible action to **award** a **bid** for the **Pastor 24'' Waterline** to **Prota Construction Inc. & Prota Inc., JV.** of Austin, Texas in the amount of **\$2,936,000.00** -- Wesley Wright, P.E., Systems Engineering Director

ITEM PASSED

SUBJECT:

Nominations and election of Vice-Chair of the GUS Board. - Ed Pastor, GUS Board Chair

ITEM SUMMARY:

Per the Bylaws of the Georgetown Utility Systems Advisory Board;

"Section 3.1 – Officers. The Board Officers are Chairman, Vice-Chairman and Secretary. The Chairman is recommended by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Council during the annual appointment process. Should the Mayor fail to recommend a Chairman for each board, committee, or commission, and/or the Council fails to approve any Chairman recommended by the Mayor, a majority of the Council plus one may approve appointment of a Chairman to serve as Chairman without a recommendation of the Mayor. The other Board Officers are elected by a majority vote of the Members at the first meeting after the annual appointment process."

The Chair of the Board, Mr. Ed Pastor, will take the nominations from the floor, for position of Vice-Chair.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Ed Pastor (skm)

SUBJECT:

Nominations and election of Secretary of the GUS Board. - Ed Pastor, GUS Board Chair

ITEM SUMMARY:

Per the Bylaws of the Georgetown Utility Systems Advisory Board;

"Section 3.1 – Officers. The Board Officers are Chairman, Vice-Chairman and Secretary. The Chairman is recommended by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Council during the annual appointment process. Should the Mayor fail to recommend a Chairman for each board, committee, or commission, and/or the Council fails to approve any Chairman recommended by the Mayor, a majority of the Council plus one may approve appointment of a Chairman to serve as Chairman without a recommendation of the Mayor. The other Board Officers are elected by a majority vote of the Members at the first meeting after the annual appointment process."

The Chair of the Board, Mr. Ed Pastor, will take the nominations from the floor, for position of Secretary.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Ed Pastor (skm)

SUBJECT:

Review and possible action related to the Day and Time of GUS Board Meetings. – Ed Pastor, GUS Board Chair

ITEM SUMMARY:

Per the GUS Bylaws **Section 4.1 Time & Date of Regular Meeting.** The Board shall meet once a month on the same week of the month, the same day of the week, at the same time, and at the same place. The regular date, time, and place of the Board meeting will be decided by the Members at the first meeting of the Board after the annual appointment process.

Currently, the GUS Board meets on the second Friday of each month at 2:00PM.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Ed Pastor (skm)

ATTACHMENTS:

Description Type

GUS Board Meeting Sched 2019-2020 Backup Material

GEORGETOWN UTILITY SYSTEMS ADVISORY BOARD (GUS)

Meeting Schedule March 2019 – February 2020

All Regular Meetings will be held on the **second Friday** of every month at **2:00p.m.** at the Georgetown Municipal Complex, located at 300-1 Industrial Avenue.

Please contact Sheila Mitchell at 512-931-7709 if you have any questions regarding meeting dates or times.

MARCH 8, 2019

APRIL 12, 2019

MAY 10, 2019

JUNE 14, 2019

JULY 12, 2019

AUGUST 9, 2019

SEPTEMBER 13, 2019

OCTOBER 11, 2019

NOVEMBER 8, 2019

DECEMBER 13, 2019

JANUARY 10, 2020

FEBRUARY 14, 2020

SUBJECT:

Review and possible action to approve the minutes from the regular GUS Board meeting held on February 8, 2019. - Sheila K. Mitchell, GUS Board Liaison

ITEM SUMMARY:

Board to review, revise and/or approve the minutes from the regular GUS Board meeting held on February 8, 2019.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Sheila K. Mitchell/GUS Board Liaison

ATTACHMENTS:

Description Type

GUS Feb 08 2019 DRAFT Minutes Backup Material

Minutes of the Meeting of the Georgetown Utility Systems Advisory Board and the Governing Body of the City of Georgetown, Texas February 8, 2019 at 2:00PM

at Georgetown Municipal Complex, 300-1 Industrial Avenue, Georgetown, TX

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participation at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King, Jr. Street, Georgetown, TX 78626 for additional information: TTY users route through Relay Texas at 711.

Board Members Present: Mike Cunningham – Chair, John Copelan – Vice Chair, Edward Wiley – Secretary, David Maserang, Ed Pastor, Arthur Yaeger, Steve Fought

Board Members Absent: None

Staff Members Present: Jim Briggs, Mike Babin, Glenn Dishong, Wesley Wright, Leticia Zavala, Chris Foster, Michael Hallmark, Bill Cardwell, James Foutz, Emily Koontz for Sheila Mitchell **Others Present:** none

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A. Call to Order – called to order by Chair at 2:00 PM

The Board may, at any time, recess the Regular Session to convene an Executive Session at the request of the Chair, a Board Member, the City Manager, Assistant City Manager, General Manager of Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

B. Introduction of Visitors -- none

Employee Recognition – Dishong recognized a new supervisor. Internal candidate, Bill Cardwell, has been promoted to Water Services Supervisor. Cardwell has been with the city for approximately 5 years and is well deserving of his promotion. Copelan recognized and thanked Yaeger and Cunningham who are departing the board.

- C. February 2019 GUS Project Updates and January Council Action Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager Wright gave updates on all projects included in packet. Cunningham remarked that he really liked the work done by CB&I out in Sun City with the new elevated storage tank (EST). Maserang asked and Hallmark replied that Sun City tank should come on line around the end of April. Copelan asked and Hallmark responded the work going on near Hwy29 and DB Wood is Round Rock moving its waterline. Copelan asked and Wright responded that DB Woods is not currently going to be rerouted and the current project is focused on making it wider. Future plans for DB Woods will be considered by the city's Transportation Advisory Board and Council.
- D. Water Conservation Plan Update and Presentation James Foutz, Marketing and Conservation Manager.

Foutz gave presentation on water conservation and drought contingency plans, implementation and tracking plans as well as Ordinance requirements. He noted the water conservation plans are required to be reviewed every five years and reported back to TCEQ and the Water Development Board; last one was 2014. Copelan asked and Foutz responded that the GPCD (gallons per capita per day) counts both residential and commercial usage. Copelan asked and Foutz confirmed that Council approval will be needed for proposed plans and 30 ordinances. Cunningham asked and Foutz

responded that we want to be able to communicate a similar message as Brazos River Authority regarding contingency plans. Pastor asked and Foutz responded that the city's rain water program is a rebate program for water barrels. Pastor asked and Foutz replied that there are requirements for minimum soil depth and what types of grass; this is required by Ordinance. It is enforced by the inspectors and plan and irrigation systems are also reviewed by inspectors. Copelan mentioned that there is still much watering going on during winter months and there needs to be more communication about turning off watering devices during this time. Zavala said they could implement more targeted communications. Fought stated that it would be helpful if the new system was able to inform people about when their water was still on.

E. Industry Updates

Briggs spoke on reworking the intake structure on which divers have already found zebra mussels. The city is working on mitigation measures to prevent the mussels from attaching themselves. Wiley asked and Briggs responded that they are using chemical injections along the structure. Briggs talked about mussel population and where they originated from. Copelan asked and Briggs responded that Texas Parks and Wildlife has been attempting to convey the seriousness of ships carrying these mussels from place to place. Pastor asked and Briggs replied that the mussels cannot get through the plant so they would not end up in elevated storage tanks. Briggs provided the board members with a handout on the projected summer 2019 capacity demand electric reserves, per reports from the TPPA Winter Board meeting. Briggs reminded the board that the 2018 projections did not materialize. Briggs explains that the report shows that there is projected 8.1 percent margin, which says there is a significant risk to have possible brownouts or rolling curtailments during the summer due to availability. The PUC Chair has invited generators from across ERCOT to meet and discuss plans for generation and transmission maintenance schedules and preparation for the summer season. Briggs reviewed additional information. No further discussion.

Legislative Regular Agenda

The Board will individually consider and possibly take action on any or all of the following items:

- F. Review and possible action to approve the minutes from the regular GUS Board meeting held on January 11, 2019. Sheila K. Mitchell, GUS Board Liaison (Koontz filling in for Mitchell) No discussion. **Motion by Copelan, seconded by Pastor** to approve the minutes from the regular GUS Board meeting held on January 11, 2019. **Approved 7-0-0**
- G. Consideration and possible recommendation to award a bid to Prota Construction Inc. & Prota Inc., JV. of Austin, Texas in the amount of \$2,936,000.00. Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
 Wright provided information on the 24-inch waterline to Pastor Pump Station to meet demands in the Western District in the SH-29 and Ronald Reagan area. This line is needed to move water to the Western District. Terms in the contract have delivery before the end of May. A total of 9 bids were received. Prota has done good work for the city in the past. Pastor remarked that there were many caves in that area. Wright responded that there was mitigation in the bids for caves they've run into. Cunningham asked and Wright responded that the bid came in right at what they expected. Motion by Pastor, seconded by Copelan to award a bid to Prota Construction Inc. & Prota Inc., JV. of Austin, Texas in the amount of \$2,936,000.00. Approved 7-0-0

Adjournment			
Motion by Fought, seconded by Wiley to adjourn. Adjourned at 3:12 PM			
			
Mike Cunningham – Chair	Edward Wiley Secretary		

Emily Koontz/for Sheila Mitchell, GUS Board Liaison

City of Georgetown, Texas Utility System Advisory Board March 8, 2019

SUBJECT:

Consideration and possible recommendation to approve issuance of a Purchase Order for utility bill printing and mailing services through 2/21/20 to Dataprose LLC pursuant to a piggyback clause in an agreement with the City of Plano at an annual cost of \$249,480. – Leticia Zavala, Customer Care Director

ITEM SUMMARY:

The City awards the utility bill printing and mailing service contract by utilizing an inter-local agreement with the City of Plano. Georgetown benefits from the extended volume pricing in the Plano contract and this process satisfies the state procurement requirements. The City of Georgetown has had much success with Plano's vendor, Dataprose, and would like to continue utilizing their services by renewing the contract for another year.

New graphical information and consumption details were added to the bill as part of the new CIS implementation which has resulted in a slight increase in the printing costs because the bill information is now presented on the front and back of the bill. Postage costs increased in 2018 and are projected to increase again in 2019. Also as part of the CIS implementation, we consolidated the printing and mailing of account specific letters (due date changes, NSF letters, etc.) and transitioned them to the vendor.

We anticipate printing and mailing approximately 42,000 bills, notices, and account specific letters per month in the next year which is 8% higher than last year. In the coming year, we will establish a base line volume to be able to better compare year over year changes in the contract.

The overall pricing averaged \$0.54 which is slightly higher than as last year. The printing and insertion costs averaged \$0.12 and the postage costs averaged \$0.42.

Postage costs equate to eighty percent (80%) of the estimated annual contract and are calculated to be \$199,584. The total cost for bill printing and insertion services is \$49,896.

The cost of \$249,480 is calculated as follows:

Bills printed & delivered via USPS: (42,000 (bills/month) x .54 (rate) x 11 (months)) = \$249,480

The electronic bill presentment program has been removed from this contract and will no longer be a cost as it is now a service provided by our payment processor. We are currently sending out approximately 14,500 electronic bills per month through the processor, either via email or text.

FINANCIAL IMPACT:

The total contract cost for 2019/20 is \$249,480 which is an increase of 3.8% over prior year, or \$9,240. **Staff recommends approval of this item.** The funding for the \$249,480 is in the 2019/20 Customer Care Budget line items 540-5-0321-51-310 and 540-5-0321-51-150.

SUBMITTED BY:

Leticia Zavala, Customer Care Director (skm)

City of Georgetown, Texas Utility System Advisory Board March 8, 2019

SUBJECT:

Consideration and possible recommendation to award a bid for Park Water Treatment Plant backwash controls to Control Panels USA of Austin, Texas in the approximate amount of \$190,000.00. — David W. Thomison, Water Services Manager

ITEM SUMMARY:

The purpose of this award is to upgrade Filter backwash control's that have become obsolete and could fail at any time due to age. Several vendors were invited to bid. (5) vendors viewed the invitation and Control Panels USA was the only sealed bid received January 15, 2019.

STAFF RECOMMENDATIONS:

Upon review of the bid staff recommends the following contract agreement for Park Water Treatment Plant backwash control upgrade be awarded to Control Panel USA of Austin, Texas in the approximate amount of \$190,000.00.

FINANCIAL IMPACT:

The Funds for this expenditure are available in the water treatment budget.

Fund

Annual Budget

660-5-0529-52-165 Capital Plant Upgrades \$420,000.00

SUBMITTED BY:

David W. Thomison, Water Services Manager (skm)

ATTACHMENTS:

Description Type

Bid Package - Control Panels USA Backup Material



PARK PLANT CONTROL REPAIRS ITB No. 201904

Due: Tuesday, January 15, 2019

INVITATION TO BID

SERVICES

CITY OF GEORGETOWN

300-1 Industrial Ave Georgetown, TX 78626 PO Box 409 Georgetown, TX 78627

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INTRODUCTION

Bids are solicited for **PARK PLANT CONTROL REPAIRS** with the following definitions, term and conditions of bidding. Upon City's approval, this bid becomes the Agreement between the Parties.

A. NOTICE

Sealed bids are due at **2:00 p.m. on January 15, 2019** after which time all qualified bids will be opened and publicly read aloud at 300-1 Industrial Ave, Georgetown, Texas 78626. Bids received after the specified deadline will be returned unopened.

Sealed bids shall be clearly marked with the <u>bid number</u> and <u>title</u> and addressed to the <u>City of Georgetown – Purchasing Division</u>. Bids shall be delivered using one of the following:

Hand-deliver to:

Mail to:

Ship to (FedEx, UPS, DHL, etc.):

300-1 Industrial Ave.

PO Box 409

300-1 Industrial Ave.

Georgetown, TX 78626

Georgetown, TX 78627

Georgetown, TX 78626

NOTE: Bid opportunities are posted and available to download on the City of Georgetown's On-Line Bidding System at https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx.

Vendors may receive notice of bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render

your bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Cheryl K. Turney, C.P.M.

Buyer, Purchasing Dept.

cheryl.turney@georgetown.org

The deadline for written questions is Tuesday, January 8, 2019 at @ 2:00 p.m.

C. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors December 26, 2018

Advertisement Dates December 30 & January 6

Deadline for Questions and Inquiries January 8, 2019

ITB Due Date January 15, 2019

Earliest Award by City February 2019

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT

This solicitation, once approved, obligating the Vendor to furnish the services specified within this solicitation and obligating the City to pay for the services as specified.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. BIDDER/RESPONDENT/OFFERER

The Respondent identified throughout the solicitation that they consider themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to the City.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. <u>CITY COUNCIL</u> – The elected officials of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

G. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

H. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the services to be procured.

I. VENDOR/CONTRACTOR

Person or business enterprise providing services to the City as fulfillment of obligations arising from an agreement or purchase order.

INSTRUCTIONS to BIDDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. FORMS

All Responses must be submitted on the form(s) provided by the City, and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

B. RECEIPT OF BIDS

Sealed bids must be received in the Purchasing Department prior to the date and time specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the Respondent. Bid responses submitted via fax or email are not acceptable.

C. <u>CERTIFICATION</u>

This Solicitation includes a certification page. Respondent must:

- 1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute this Agreement on behalf of the Respondent.
- 2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
- 3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
- 4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

D. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

E. TAX EXEMPT

Respondents bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

F. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

- 1. The disclosure of interested parties must be performed using the <u>Texas Ethics Commission's electronic filing application</u> listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
- 2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

Acceptance is deemed to have occurred upon the latter of the following: the Vendor's signature on this Solicitation or approval by the City Council, or their designee. A City of Georgetown Purchase Order is required prior to the delivery of any services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any Services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this bid, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into this Agreement, except to the extent required by applicable law.

E. AWARD of CONTRACT

This Agreement may be awarded to either the lowest responsible bidder or the bidder who provides services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- 1. the purchase price,
- 2. the reputation of the bidder and of the bidder's goods or services;
- 3. the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- 5. the bidder's past relationship with the City;
- 6. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- 7. the total long-term cost to the City to acquire the bidder's goods or services; and
- 8. other relevant criteria specifically listed below:
 - a. financial condition of bidder;
 - b. conformity to specifications;
 - c. delivery terms;
 - d. payment terms; including payment discount terms;
 - e. availability of repair and maintenance parts;

Although the cost of Services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

G. CANCELLATION or TERMINATION

1. Termination For Convenience:

The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

2. Termination for Cause:

In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

3. Non-Appropriation:

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel this Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

H. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns this Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth herein and to the City Attorney at PO Box 409, Georgetown, TX 78627.

CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the services provided and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

J. COLLUSION

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

K. COMMUNICATION

To insure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box 409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confident and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. DEFAULT

Vendor shall be in default under this Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement, (b) fails to fully, timely

and faithfully perform any of its material obligations under any agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Vendor's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on this Agreement and causes the City to purchase the services elsewhere may be charged the difference in cost of services, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

N. DELAYS

The City may delay scheduled services or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under this Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in this Agreement price and execute an amendment to this Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the services as notified.

O. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

P. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

Q. EFFECTIVE DATE and TERM

This Agreement shall be effective upon the latter of the following: the Vendor's signature on this Solicitation or approval by the City Council, or their designee and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

R. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

S. FRAUD

Fraudulent statements by the Vendor on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of this Agreement for cause by the City and may result in legal action.

T. GRATUITIES

The City may, by written notice to the Vendor, cancel this Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing this Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of this Agreement. In the event this Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

U. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of this Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own

separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

V. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

W. INTERPRETATION

This Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Although this Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in this Agreement, the UCC definition shall control unless otherwise defined in this Agreement.

X. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of this Agreement be determined to be void.

Y. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Z. MANAGEMENT

Should there be a change in ownership or management, this Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue this Agreement with its present terms, conditions and pricing. This Agreement is nontransferable by either party.

AA. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

BB. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of performance of services was completed, or the day of receipt of a correct invoice for services completed, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning services provided, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Right To Audit:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of this Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. Price Warranty:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the original Bid and Purchase Order, if applicable. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

CC. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render this Agreement voidable by the City. Nevertheless, the City may obtain the services under this Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

DD. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

EE. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

FF. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these services.

GG. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

HH. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

II. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of this Agreement.

JJ. SURVIVABILITY OF OBLIGATIONS

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of this Agreement.

KK. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of this Agreement and all applicable federal, state and local laws, rules and regulations.

ITB No. 201904 Park Plant Control Repairs

LL. WITHDRAWAL

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to Purchasing in writing.

SPECIAL TERMS and CONDITIONS

A. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under this Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

B. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all material and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

C. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

- a. Vendor shall employee only orderly and competent workers, skilled in the performance of the Services which they will perform under this Agreement.
 - i. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering services under this Agreement may not use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
- b. If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker and may not employ such worker again on this Project without the City's prior consent.

D. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules

and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

E. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

F. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under this Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of this Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

In the event the Vendor is unable or unwilling to perform the Services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of Services originally required to purchase from the Vendor under this Agreement and procure conforming Services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the city to procure such services from an alternative source.

G. SUBCONTRACTORS:

The City reserves the right to approve the use of any Subcontracting under this Agreement. Should the City approve the Vendors use of Subcontractors in providing the services under this Agreement, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:

a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of this Agreement;

- b. Prohibit the Subcontractor from further subcontracting any portion of this Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of this Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
- f. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

H. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

I. INSURANCE REQUIREMENTS

Vendor must maintain insurance coverage and limits more fully described herein for the duration of this Agreement.

- The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:
 - a. Commercial General Liability
 - b. Business Automobile Liability
 - c. Workers' Compensation
 - d. Professional Liability
- 2. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.
- 3. General Requirements Applicable to All Policies.

- a. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- b. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- c. "Claims made" policies are not accepted, except for Professional Liability insurance.
- d. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- e. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - The insurance company is licensed and authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Agreement
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- f. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

4. Commercial General Liability requirements:

- a. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- c. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- e. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- f. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

Business Automobile Liability requirements:

- a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.

- c. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- d. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

6. Workers' Compensation Insurance requirements:

- a. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- b. The workers compensation insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

7. **Professional Liability** requirements:

- a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- b. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- c. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

TECHNICAL SPECIFICATIONS

A. GENERAL

Within the Park Water Treatment Plant, the point of failure with the highest probability of failure with the worst consequence is the control system. The system is obsolete and parts are no longer manufactured for the system. No spare parts are available (anywhere in the world.) The consequence of failure of any component is that the facility would not be able

to produce its rated capacity for multiple months. These general specifications are for the minimum required repair/rehab of the system as a proactive approach to management of that risk.

B. MINIMUM SPECIFICATIONS

3. MODIFICATIONS TO EACH OF 2 FILTER CONTROL CONSOLES

- a. Remove existing controller and provide/install/wire a new 15" Pro-face color touch screen
- b. Provide and install New Allen Brandley CompactLogix programmable Logic Controller with Ethernet communication to the Main Control Panel
- c. Provide and install compatible Siemens Managed Ethernet Switch
- d. Provide and install compatible Allen Bradley UPS
- e. Identify and label all field wiring kept and utilized
- f. Remove of all wiring and equipment no longer being utilized
- g. Provide, install, label, and connect any new wiring needed
- h. Provide complete programming services as per City of Georgetown standards
- i. Provide and install conduit and CAT6 cable from console to the main control panel

4. MODIFICATIONS TO THE MAIN CONTROL PANEL

- a. New Allen Bradley ControlLogix programmable logic controller with Ethernet communication
- b. Siemens Managed Ethernet Switch for communication to each Filter Control Console
- c. Allen Bradley UPS
- d. Transfer all local I/O control and wiring to the new ControlLogic PLC
- e. Either remove the existing CompactLogix PLC and extend all I/O wiring to the new ControlLogic PLC or connect existing CompactLogix PLC to the local Ethernet network
- f. General clean-up of all wiring within control panel including identifying and labeling all field wiring and removal of all wiring and equipment no longer being utilized
- g. PLC programming services

5. WARRANTY

The contractor will provide a 1-year warranty on all equipment and workmanship

6. NOTES / CLARIFICATIONS

- a. During the work performed, one of the two control consoles must be operational and able to control all four filters. Means, methods, and procedures will be discussed at a pre-commencement meeting.
- b. The work does not include possible needed repair or replacement of any point instrumentation equipment
- c. Work will commence no later than 8 weeks from notice to proceed

QUOTATION FORM

A. DATES FOR COMPLETION

Response must show the number of days required to provide services to the City's designated location under normal conditions. Unrealistically short or long completion promises may cause Response to be disregarded. Failure to state completion time obligates Respondent to complete services in 30 calendar days.

FOB: GEORGETOWN, TX

COMPLETION DATE: 90-120 Calendar Days (calendar days)

(Negotiable)

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Quantities indicated below are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

D. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

E. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

F. QUOTATION

All Responses must be submitted on the form(s) provided below:

<u>ltem#</u>	Quantity	<u>UOM</u>	<u>Description</u>	Unit Price	Total Price
1.	1	LS	Park Plant Control Repairs	\$190,000.00	\$_190,000.00

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder, prior to the official opening of this bid.

Signed By:	Title:Vi	ce President			
Typed Name: Brian Wetherholt Com	ipany Name:	Control Panels L	JSA Inc.		
Phone No.: (512) 863-3224	Fax No.:(5	512) 868-5447			
Email: <u>bwetherholt@controlpanelsusa.net</u>	_				
Bid Address: 16310 Bratton Lane, Suite 100	Austin	Texas	78728		
P.O. Box or Street	City	State	Zip		
Order Address: 16310 Bratton Lane, Suite 100	Austin	Texas	78728		
P.O. Box or Street	City	State	Zip		
Remit Address: 16310 Bratton Lane, Suite 100	Austin	Texas	78728		
P.O. Box or Street	City	State	Zip		
Federal Tax ID No.: 742993100					
DUNS No.: 169434854					
Date: January 14, 2018					

City of Georgetown TX

Bid Information			Contact Information		n	Ship to Information	
Bid Owner Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	c (! (! F F I ⁻ 1	CHERYL WRIGHT SR BUYE heryl.wright@georgetown.or 512) 930-3649 x 512) 930-9027 x 01904 Addendum 1 Park Plant Control Repairs FB 2/27/2018 /15/2019 02:00:00 PM (CT)		Address Contact Department Building Floor/Room Telephone Fax Email	300-1 Indust Georgetown Mrs. Cheryl Accounts Pa GMC	, TX 78626 Turney	Address Contact Department Building Floor/Room Telephone Fax Email
Supplie	r Informa	ition				Supplier Notes	
	ny Name		SA Inc.			Control Panels US	A respectfully request a contract duration
Contact		Brian Wetherholt					ays from notice to proceed. This will
Address	3	16310 Bratton La	ne, Suite	e 100			d pre-construction documentation,
		Austin, Texas 78	728				gs for the exist. panels and new electrical
					-		or submittal review by the City. Actual
Telepho	one	(512) 863-3224					e no longer than 8 weeks. Upon completion,
Fax		(512) 868-5447		8			A will provide current As Built drawings
Email		bwetherholt@cor	ntrolpane	elsusa.net		for work performed	d on all control panels.
	es SE SEE ark Wate vities	ADDENDUM #1** Mor Treatment Plant	lodification	ons to two	(2) filter o	Date 01 / 14 / 2	Modifications to the Main Control Panel
	<u>chments</u>						
	_	ments are associated with			viii need to b	e retrieved separately	
#	Filename		Description	on			- H
Header		04 - Park Plant Control Final 2018 1226.pdf	Invitation	to Bid for Pa	ark Water Tr	eatment Plant Control R	epairs
Header	Addendu	m No. 1-signed.pdf	Addendu	m #1			
Bid Atta	chments	Requested					
The follow	ing attachr	nents are requested with	this oppor	tunity			

Bid Attributes

Please review the following and respond where necessary	
, in the second of the second	



City of Georgetown Invitation to Bid No. 201904 Park Plant Control Repairs Addendum No. 1

DATE:

January 9, 2019

ORIGINAL DUE DATE, 2 P.M.:

January 15, 2019

NEW DUE DATE, 2 P.M. (if applicable):

N/A

DIVISION:

Utility Operations, Water Services

The following are questions and the corresponding responses received against the referenced solicitation as well as additional clarifications from the City of Georgetown. Questions may have been edited and/or combined for clarity. The remainder of the solicitation remains unchanged by the addendum. Please acknowledge receipt of this addendum in response.

- Q1. Can you provide the current PLC layout, how many Al, AO, DI, DO and if any others.
- A1. Currently two PLCs installed at plant. 1-MOSCAD for High Service Pump control and 2-Allen Bradley compact logic for chemical control. All filter controls are locally controlled with no PLC automation so, would not be able to provide an accurate AI, AO, DI, DO count.
- Q2. Is there current Ethernet connections to all cabinets or will these be new pulls?
- A2. Currently only Ethernet cabling in the main PLC panel with no connections to filter rooms
- Q3. Is there flexibility on the Siemens switches?
- A3. Siemens switches are the standard for our panels.
- Q4. Can you provide the distance between cabinets so we can provide accurate pricing?
- A4. C+an only provide an estimate on distance for these. Two filter rooms with one being located within 30 ft. from main PLC room and the other approximately 60 ft.
- Q5. What HMI is being used?
- A5. The main HMI for city wide SCADA system viewing is Wonderware InTouch
- Q6. Will any programming be done on the Proface touchscreen or is that out of scope?
- A6. All control logic should be performed in the PLCs with user inputs, set points, switches, animations, ect available to the operators via touchscreens and HMI screens on Wonderware.
- Q7. What are the City of Georgetown Standards for programming which are mentioned in the RFP?
- A7. Basic standards: All programming to be performed in Ladder Logic using RSLogix 5000 software version 20.1 or higher. No function block or structured text code. All local I/O should be moved to tag based points with a location specific naming convention used. Example: Local.1.I.Data.0 = ParkWTP_Filter1_Input



Q8. How many IO in each cabinet?

A8. Cannot give accurate estimate with current manually controlled devices

Q9. Are there cabinet drawings?

A9. No drawings for cabinets

Q10. Are there copies of current programs?

A10. The plant is operated with mainly localized instrumentation without PLC control. Only PLC logic used is to control high service pump starts and stops with level set points to remote elevated storage tanks and chemical pacing on flows into the plant.

Approved by:	Date: <u>1/9/2019</u>
By the signatures affixed below, this addendum is hereby inc	orporated into and made part of the
above referenced solicitation.	
B 1842/	January 14, 2019
Addendum No. 1 Acknowledgement	Date
Control Panels USA Inc Brian Wetherholt	
Firm Name and Printed Name of Authorized Representative	

Please return one signed copy of this addendum and submit with your solicitation response. Failure to do so may automatically disqualify your response from consideration of award.

City of Georgetown, Texas Utility System Advisory Board March 8, 2019

SUBJECT:

Consideration and possible recommendation on the First Amendment to Task Order WPL-18-001 to Walker Partners of Austin, Texas in the amount of \$556,068.00 for professional engineering services related to the Berry Creek Interceptor -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Over the course of most of 2018, staff and Walker Partners completed preliminary design work for the Berry Creek Interceptor. Unfortunately, staff was unable to secure an easement along the preferred route along Berry Creek. Therefore, preliminary engineering due diligence to determine a new route is needed. The new proposed route is expected to be north of Berry Creek, near Market Street, then approaching the Dry Berry Creek before it returns to the original proposed alignment. This task order amendment includes additional engineering design, survey/staking, easement document preparation, environmental, cultural, geological, and geotechnical effort for the new route.

STAFF RECOMMENDATION:

Staff recommends approval on the First Amendment to Task Order WPL-18-001 to Walker Partners of Austin, Texas in the amount of \$556,068.00 for professional engineering services related to the Berry Creek Interceptor.

Tymo

FINANCIAL IMPACT:

Funds are available in the current Wastewater Capital Improvement Plan budget.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Description

	Description	Type
D	Walker Partners Task Order Amendment	Backup Material

EXHIBIT K, consisting of 37 pages, referred to in and part of the Master Services Agreement between Owner and Walker Partners, LLC ("Engineer") for Professional Services – Task Order Edition dated March 23, 2016.

First Amendment to Task Order No. 18-001-TO

1.	Sp	ecific Project Data:	
	A.	Title: Berry Creek Wastewater Interceptor	
	В.	Description: The design of three (3) miles of 48-inch sanitary sewer around Berry Spring Park and Preserve.	<u>1gs</u>
	C.	City of Georgetown Project Number:	
	D.	City of Georgetown General Ledger Account No.:	
	E.	City of Georgetown Purchase Order No.:	
	F.	Master Services Agreement, Contract Number: <u>18-0001-MSA</u>	
2.	Na	cure of Amendment	
	X	Additional Services to be performed by Engineer	
	X	Modifications to Responsibilities of Owner	
	X	Modifications to Payment to Engineer	
	X	Modifications to Time(s) for rendering Services	
3.	De	scription of Modifications	
	A.	Engineer shall perform the following Additional Services: See attached Scope of Work.	
	B.	The responsibilities of Owner are modified as follows:	
		Remove the following responsibility:	
		5. The City will hire a geotechnical firm to perform all geotechnical borings, testing a report efforts. This firm will also provide all material testing during construction.	ınd
		Replace with the following responsibility:	
		5. The City will hire a geotechnical firm to perform all geotechnical borings, testing a report efforts that are not included with the Scope of Work attached to this Figure 2.	

<u>Amendment to Task Order No. WPL-18-001-TO</u>. This firm will also provide all material testing during construction.

C. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation. Additional Services shall be paid on a lump sum fee basis unless marked with an asterisk (*). Additional Services marked with an asterisk (*) will be paid on a time and material basis, not to exceed the additional fee shown in the following table.

	Berry Creek Wastewater Interceptor					
		·	Amendment #1	Amended		
Phase	Basic Engineering Services	Original Fee	Additional Fee	Total Fee		
20	Route Study & Concept Design (Gravity Interceptor)	\$66,730.00	\$90,000.00	\$156,730.00		
22	Meetings (WilCo, City, TxDOT)	\$25,310.00	\$10,000.00	\$35,310.00		
30	Preliminary Design Phase (50% Design)	\$304,690.00	\$0.00	\$304,690.00		
40	Final Design Phase (100% Design)	\$353,360.00	\$0.00	\$353,360.00		
50	Bidding Phase	\$27,475.00	\$0.00	\$27,475.00		
55	Permitting (WilCo, TXDOT & TCEQ)	\$50,805.00	\$0.00	\$50,805.00		
60	Construction Administration	\$88,820.00	\$0.00	\$88,820.00		
	Basic Engineering Services Subtotal =	\$917,190.00	\$100,000.00	\$1,017,190.00		
			Amendment #1	Amended		
Phase	Additional Services	Original Fee	Additional Fee	Total Fee		
11	Boundary Verification Survey	\$61,300.00	\$50,000.00	\$111,300.00		
12A	Control Survey	\$12,100.00	\$11,000.00	\$23,100.00		
12B	Topographic and Tree Survey	\$82,000.00	\$0.00	\$82,000.00		
16	Easement Document Preparation (See Note 2)*	\$71,100.00	\$42,500.00	\$113,600.00		
17	Stake Concept Alignment	\$26,600.00	\$27,500.00	\$54,100.00		
21	Alternative Analysis (On-Site Treatment Plant)	\$46,480.00	\$0.00	\$46,480.00		
65	Construction Staking	\$45,000.00	\$0.00	\$45,000.00		
80	TPWD Chapter 26 Hearing Support	\$42,500.00	\$0.00	\$42,500.00		
100	Title Reports*	\$18,000.00	\$16,500.00	\$34,500.00		
101	SWCA - Environmental, Cultural, Geological*	\$172,055.00	\$118,738.00	\$290,793.00		
102	TRG - Subsurface Utility Exploration	\$31,750.00	\$0.00	\$31,750.00		
103	Schnabel - Trenchless Subconsultant Support*	\$25,000.00	\$124,830.00	\$149,830.00		
104	Terracon - Geotechnical Engineering	\$0.00	\$65,000.00	\$65,000.00		
	Additional Services Subtotal =	\$633,885.00	\$456,068.00	\$1,089,953.00		
	TOTAL FEE =	\$1,551,075.00	\$556,068.00	\$2,107,143.00		

Notes:

- 1) Services marked with an asterisk (*) will be invoiced based on a time and material, not to exceed basis.
- 2) Additional Easement Document Preparation will be invoiced per each at the following rates:
 - a) \$3,000 per each easement on parcels in the Resource Commecrial Park or Dry Berry Subdivisions;
 - b) \$5,500 per each easement on all other parcels
- D. The schedule for rendering Services is modified as follows: Attached Project Schedule dated February 15, 2019 replaces the original Project Schedule dated September 13, 2017.
- 4. Attachments [if any]:

Scope of Services

Project Schedule

Georgetown - Revised 3.11

set forth	nd Conditions: Owner and Engineer here in this Amendment. All provisions of the Amendments remain in effect. Th	Agreement and the Task Order not modi	fied by this or
OWNER	:	ENGINEER:	
Ву:		Ву:	
Name:	Dale Ross	Name: John Lindner, P.E.	
Title:	Mayor, City of Georgetown	Title: Chief Operating Officer	
		Engineer License or Firm's Certificate No. F-8 State of: Texas	053
		APPROVED AS TO FORM:	
		City Attorney	



804 Las Cimas Pkwy., Suite 150 Austin, Texas 78746

Berry Creek Wastewater Interceptor City of Georgetown First Amendment to Task Order No. 18-001-TO Scope of Work

I. ENGINEERING BASIC SERVICES

A. Route Study and Concept Design (Phase 20) - Additional Services

- 1. Gather all available data and record drawings for a revised alignment corridor approximately 3-miles in length.
- It is our understanding the City, has determined the design wastewater flows, flow requirements, and a conceptual revised route corridor. Walker Partners will verify the proposed line sizes and flow requirements with the City and approving agencies during this phase based on the ultimate design flow received from the City.
- 3. It is recognized that some level of preliminary route evaluation was performed under Task Order No. 18-001-TO, and constraints from the preliminary route were identified and plotted on constraint maps. Information from the preliminary route evaluation will be expanded to include the revised alignment corridor. Due to the environmental sensitivities of this project, this scope of work will include an additional route analysis based on the identification of route constraints and desired points of connection into the proposed interceptor. Constraints of concern include topographic features, fault zones, Berry Creek, Dry Berry Creek, known springs in the area, structures, IH-35 and other roads, significant trees (12" and larger per City of Georgetown), underground and overhead utilities, documented cultural, archeological and environmental resources, and documented karst features. These features will be plotted on a revised constraint map along with available topographic contours.
- 4. Identify alternative alignments to avoid or mitigate the impact to the above-mentioned constraints that achieve the objective of conveying ultimate design flow to the Pecan Branch WWTP, while avoiding the Berry Springs Park and Preserve. Evaluate and compare the feasibility of open cut trenches greater than 40-feet deep versus trenchless construction methods where depths exceed 40-feet.
- 5. Meet with TXDOT area office to investigate options for trenchless construction methods under IH-35 right-of-way.
- 6. Meet with the City to review the alternative schematic routes.
- 7. Walk alignments in the field with all key team members to review impacts to constraints and make adjustments.
- 8. Meet with landowners to review alternate alignments in the field.
- 9. Walker Partners will define the scope of the subsurface soils investigations, or any subsurface surveys and tests which, in the opinion of the Engineer, may be required for final design of the project. Subsurface Utility Exploration (SUE) was included in Walker Partners' Task Order No. 18-001-TO scope. Geotechnical material testing during construction will be performed by a geotechnical firm hired and paid directly by the City. Geotechnical boring and testing during design of the revised route is included in Walker Partners' First Amendment to Task Order No. 18-001-TO scope and is detailed in the additional services section of this proposal.
- Identify, consult with, and review requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer. This includes TCEQ, TXDOT, Williamson County, and the City of Georgetown.
- 11. After consultation with the City and landowners, recommend to the City the preferred (1) route which, in Engineer's judgment, meets the requirements for the Project. The recommendations will be delivered to the City in a technical memorandum.

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- 12. Prepare a conceptual plan and profile design for the preferred gravity wastewater interceptor solution. The design will indicate the proposed wastewater alignment and profile, with depths and grade considerations involved, and potential conflicts with existing infrastructure.
- 13. Meet with the design engineer for the Pecan Branch Wastewater Treatment Plant expansion, and coordinate the design of the proposed wastewater interceptor discharge connection at the plant.
- 14. Prepare a preliminary Engineer's Opinion of Probable Cost (with interim review seal) for the concept design of the gravity interceptor solution.
- 15. Prepare a technical memorandum summarizing the route study analysis and recommendations.

B. Preliminary Design Phase (Phase 30) – Additional Services

- 1. Based on the revised alignment selected and approved during the route analysis phase, begin geotechnical investigations and final field investigation for archeologic and environmental features along the revised route.
- 2. Adjust final alignment of the revised route based on any field findings, then begin design surveys for final alignment.
- 3. Evaluate open cut versus tunnel or bore sections along the revised route.
- 4. Attend approximately four (4) additional preliminary design conferences with the City and other interested parties to discuss the Concept Design solution, and requirements to move forward with design of the Project.
- C. Final Design Phase (Phase 40) No Additional Services
- D. Bidding Phase (Phase 50) No Additional Services
- E. Construction Administration Phase (Phase 60) No Additional Services

II. ADDITIONAL SERVICES

A. Title Reports (Phase 100) - Additional Services

 Contract with a Title Company for 50-year title and easement search for up to 10 additional tracts of land.

B. Control Survey (Phase 12A) - Additional Services

- Establish vertical control at the site of the revised alignment and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by the City.
- 2. Establish horizontal control at the site of the revised alignment based upon North American Datum of 1983 (NAD83) State Plane Coordinates.

C. Boundary Verification Survey (Phase 11) - Additional Services

- 1. Perform deed research of the additional subject tracts for the purpose of reconciling tract lines
- 2. Perform an additional Boundary Verification Survey in accordance with the <u>General Rules of Procedures and Practices</u> as set forth by the Texas Board of Professional Land Surveying and laws of the State of Texas, unless otherwise specified by the City.
- 3. Include the results of the additional survey in the master design drawing including the existing survey monuments found in the field; depict record easements provided in the title search that may exist on the survey and the adjoining record information.

D. Topographic/Tree Survey (Phase 12B) - No Additional Services

E. Stake Alignment (Phase 17) - Additional Services

 During the Route Study and Concept Design Phase, Walker Partners will stake the revised alignment in the field for visual line of sight reference and confirmation of the revised alignment by stakeholders, prior to commencing with the preliminary and final design phases.

F. Easements (Phase 16) – Additional Services

 Provide easement metes and bounds survey descriptions with exhibits for wastewater easements over private property. It is assumed the total number of permanent easements to www.WalkerPartners.com be prepared will not increase by more than $\underline{10}$, and the total number of temporary easements to be prepared will not increase by more than 10. The width of the permanent easement is to 50 feet and the width of the temporary easement will be an additional 50 feet. It is assumed the City will provide the legal documents and record any new easements with the County. Walker Partners will provide metes and bounds survey descriptions with exhibits of the proposed easements.

- G. Construction Staking (Phase 65) No Additional Services
- H. Alternative Analysis (Phase 21) No Additional Services
- I. Environmental Consulting Services (Phase 101) (See attached detailed scope from SWCA dated February 8, 2019)
- J. Subsurface Utility Engineering (SUE) Consulting Services (Phase 102)– No Additional Services
- K. Trenchless Subconsultant Support (Phase 103) Additional Services (See attached detailed scope of work from Schnabel Engineering dated February 12, 2019)
 - 1. It was assumed this project would be predominantly an open cut construction project with short sections of bores under IH-35 and roadway crossings. However, the revised route may require nearly 1-mile of open cut construction at depths exceeding 40-feet, which may be more feasible to construct using trenchless methods. In addition, the trenchless crossing under IH-35, as well as other potential trenchless sections, appears to be through a fault zone that were recently mapped during the previous investigations. The faults may transmit groundwater to the springs in the area at rates as a high as 5,000 gallons per minute, which would require a pressure balance tunneling method. Additional trenchless subconsultant support is recommended, from the route study and concept design phase through the construction phase, due to the potential increase in the length of trenchless construction, the change in the anticipated trenchless construction methods, and the potential impact of trenchless construction on sensitive environmental features in the vicinity of the revised alignment.
 - 2. Additional field investigation, tunneling feasibility analysis, and evaluation of trenchless construction methods as an alternative to open cutting trenches deeper than 40-feet in conjunction with the trenchless construction method(s) recommended under IH-35, roadways, and/or across fault zones.
 - 2. Prepare additional technical specifications for trenchless construction methods.
 - Review additional submittals from contractor for conformance to specifications for trenchless construction.
 - 4. Attend pre-bid meeting and pre-construction conference.
 - 5. Conduct three site visits during construction.
- L. Texas Parks and Wildlife (TPWD) Chapter 26 Hearing Support (Phase 80) No Additional Services
- M. Geotechnical Engineering Services (Phase 104) (See attached detailed scope from Terracon Consultants, Inc. dated February 21, 2019)

III. EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

The proposed engineering services do <u>not</u> include the following:

- Wastewater Lift Station design and drawings
- Wastewater Treatment Plant design and drawings
- Drainage design and drawings
- Design work related to LEEDS certification(s)
- Landscape architectural services/plans or irrigation plans
- Demolition plans
- Wastewater Lift Station Decommissioning plans and permitting
- Retaining wall design

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- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage
- Design of any underfloor drainage systems or grading
- Design of French drain systems around the building perimeters
- Site lighting plans
- Abandonment of private or public easements
- Assistance to the City and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities
- Design of any "dry" utility facilities (i.e. gas, electric, phone, cable TV, etc.)
- Materials Testing (to be provided by City's sub-consultant)
- Public Outreach or Public Involvement
- Detailed design of pits or other support excavation.
- Assessment of settlements or impacts to adjacent properties.

IV. CITY SERVICES

- 1. The City shall provide wastewater flow model and provide peak ultimate wastewater flows, and initial average daily wastewater flows for all wastewater lines within, and connected to the project.
- 2. The City shall provide plan review and comments at intervals of 50% and 100% construction plans.
- 3. The City shall be responsible for preparing and recording of legal documents associated with any easements that may be required for the project. The survey metes and bounds, and easement field staking will be provided by Walker Partners as outlined in the scope of services.
- 4. The City shall provide available as-built plans for all existing wastewater facilities within the project, as well as adjacent utilities, as available.
- 5. The City will hire a geotechnical firm to perform all material testing during construction.
- The City will obtain all rights of entry onto private properties necessary to perform this scope of work.
- 7. The City will acquire all easements prepared for this Project.
- 8. The City will provide on-site resident representative service during construction.

Scope of Services Attachment #1 Fee Schedule



804 Las Cimas Pkwy., Suite 150 Austin, Texas 78746

Berry Creek Wastewater Interceptor					
			Amendment #1	Amended Total	
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			Amendment #1	Amended Total	
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	Additional Services Subtotal =		\$456,068.00	\$1,089,953.00	
	TOTAL FEE =	\$1,551,075.00	\$556,068.00	\$2,107,143.00	

Notes:

- 1) Services marked with an asterisk (*) will be invoiced based on a time and material, not to exceed basis.
- 2) Additional Easement Document Preparation will be invoiced per each at the following rates:
 - a) \$3,000 per each easement on parcels in the Resource Commecrial Park or Dry Berry Subdivisions;
 - b) \$5,500 per each easement on all other parcels

2/28/2019 Page 74 of 112

Project Schedule Berry Creek Wastewater Interceptor Revised Feb. 15, 2019 2019 2020 2020 2021 **ACTIVITY** Mar Apr May Jul Oct Jan Feb Mar thru Jul Jun Aug Sep Nov Dec Apr May Notice to Proceed - First Amendment Right of Entry Route Study - Desk Top Route Study - Field Review (Env, Arch, Eng, Geo) Route Study - Tech Memo City Review/Concurrence Field Investigations - Archeology Field Investigations - Hydrogeology Field Investigations - Geotechnical Field Investigations - Environmental Field Investigations - Survey Topo & Base Map Prep Preliminary Design **Easement Preparation Easement Acquisition** City Review Final Design Permitting City Review Adverise for Bids/Award Construction Notice to Proceed **Construction Duration - 15 months** Construction



Austin Office 4407 Monterey Oaks Boulevard, Bldg. 1, Suite 110 Austin, TX 78749 Tel 512.476.0891 Fax 512.476.0893 www.swca.com

February 8, 2019

John Lindner, P.E. Walker Partners 804 Las Cimas Parkway, Suite 150 Austin, TX 78746

RE: Berry Creek Interceptor Environmental Scope of Work—Change Order for Additional Services

Dear Mr. Lindner:

SWCA Environmental Consultants (SWCA) is pleased to provide this change order proposal and cost estimate for additional environmental services related to the realignment of the proposed Berry Creek Wastewater Interceptor (Project) in the City of Georgetown, Williamson County, Texas. As you know, the Interceptor is now avoiding Berry Springs Park and environmental due diligence is required for the proposed realignment from Interstate Highway 35 (IH 35) to the Berry Creek crossing, which is approximately 3 miles long within a 100-foot-wide corridor (New Alignment). SWCA proposes to provide the same environmental services to facilitate environmental permitting actions, as was conducted for the original Project, including updates to: a desktop analysis (constraints memo), an aquatic resources delineation, a cultural resources investigation, a threatened and endangered species habitat assessment (with an emphasis on *Eurycea* salamanders), and a geologic assessment (Cambrian Environmental).

SWCA offers to provide these services on a time and materials basis for \$118,738 not to be exceeded without prior authorization from Walker Partners (Client). We look forward to working with you and should you need additional information or have any questions, please do not hesitate to contact me at (512) 476-0891 or via email at aaurora@swca.com.

Sincerely,

Amanda Aurora SWCA—Austin

Regulatory Specialist / Regional Scientist



Statement of Work Berry Creek Interceptor — New Alignment

PROJECT BACKGROUND

SWCA Environmental Consultants (SWCA) will conduct basic environmental due diligence field investigations for the New Alignment. The New Alignment extends approximately 0.25 mile east of IH 35 to the crossing with Berry Creek just downstream from the confluence of Berry Creek and Dry Berry Creek, in the City of Georgetown, Williamson County, Texas (Figure 1). The New Alignment is approximately 3 miles long. The New Alignment occurs within the Edwards Aquifer Recharge Zone regulated by the Texas Commission on Environmental Quality (TCEQ).

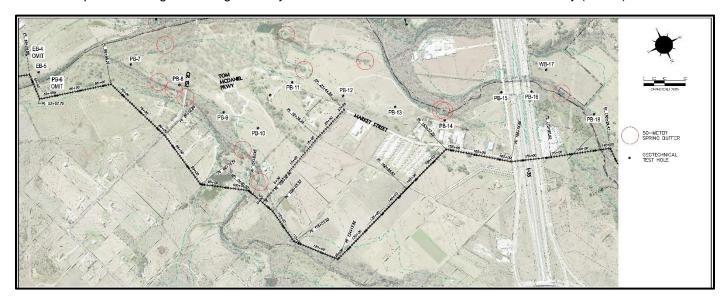


Figure 1. New Alignment for the Berry Creek wastewater line.

SWCA anticipates that basic environmental due diligence investigations of the New Alignment will be necessary to help Walker Partners identify any potential constraints or additional needs necessary for the project. SWCA assumes that the New Alignment will include a 100-foot-wide corridor, similar to previously considered alternative alignments for the Project.

TASK 1: DESKTOP REVIEW

SWCA will conduct a desktop review to collect and compile available information for the New Alignment including topographic maps, geologic maps, aerial photographs, geotechnical data, hydrogeologic reports, spring records, well reports, stream gauging data, and (if available) previously conducted geologic assessments per the TCEQ's Edwards Aquifer rules. In addition, SWCA will collect and analyze satellite imagery, aerial photography, and topographic maps to identify potentially important geological and geomorphological features, including faults, fracture-traces, lineaments, geologic contacts, sinkholes, vegetation areas, and the relationship of such features to the occurrence of Berry Springs and mapped wetland areas. The analysis will involve using GIS to compile the site characteristics and data to manage and display hydrologic, demographic, physical, and cultural elements of the study. SWCA will evaluate critical elements of the regional hydrologic system and connection to local springs and other sensitive features.



Review of existing materials will include the previously prepared constraints memo for the original alignment alternatives, copies of existing area-wide geologic or cave studies, previous engineering reports for the Project, and coordination with Dr. White of Cambrian Environmental and Terracon for geotechnical issues. We will ask Cambrian Environmental and Terracon to provide copies of reports prepared for the City of Georgetown or Williamson County related to the Project.

Assumptions

The Client will provide SWCA all necessary Project-related files and data prior to the desktop review.

Cost for Task 1: \$1,544

TASK 2: HYDROGEOLOGICAL ASSESSMENT

SWCA will conduct site investigations to field-verify information from Task 1 and data collection to identify and assess potentially sensitive features and areas with respect to pipeline alignments and associated construction and operations activities.

SWCA will identify and field map, using GPS technologies, important or sensitive hydrogeologic features to include springs, seeps, fracture zones, recharge features, and geologic contacts. Field staff will focus on the delineation of features associated with the Edwards Aquifer from those associated with the alluvial deposits in Berry Creek and applicable tributaries to help define the local flow regime and any potential impacts to the springs.

SWCA staff will field-verify and delineate likely areas that contribute to the flows of springs and seep areas, and wetlands. Field observations will evaluate if ephemeral flow areas may be characterized by vegetative conditions.

Field staff will, if possible, measure spring flows and stream flows, characterize seep areas, and collect field water-quality measurements including specific conductance, pH, and dissolved oxygen. These field measurements will provide baseline data and characterize potential impacts to the spring system from construction and operation of the interceptor. SWCA will take three water quality field sampling events before, during, and following construction activities for a total of up to 15 water quality samples. Water quality parameters to be tested include major cations, anions, turbidity, temperature, pH, specific conductance, dissolved oxygen (HDO), and fecal coliform.

SWCA will collect water samples from piezometers installed at various locations within the Project Area, in consultation with Dr. White. Data collection will focus on water level and field water-quality measurements to characterize the local and regional flow regime using pressure transducer data loggers (piezometers). Biologists will analyze water quality samples for the same parameters as surface water and spring samples.

SWCA will compare water levels and quality information to spring elevations and spring water quality data in order to help develop a hydrogeologic conceptual model. The purpose of the hydrogeologic conceptual model is to assist in development of the project in a manner that will minimize or eliminate impacts to seeps and springs. SWCA will present the data collected to Walker Partners, TRIO, and the City of Georgetown, along with an interpretation of the results.

Assumptions

- 1. Client will ensure access to the park for SWCA fieldwork.
- 2. SWCA will not install or purchase the piezometers.
- 3. Dye trace studies are not included in this scope and fee.



Cost for Task 2: \$19,332

TASK 3: PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

No additional funds are requested for this task.

Cost for Task 3: \$0

TASK 4: AQUATIC RESOURCES DELINEATION

SWCA will identify, characterize, and delineate aquatic resources (streams, wetlands, and other open waters) within the New Alignment that might meet the definition of a water of the U.S. SWCA will conduct this work pursuant to current U.S. Army Corps of Engineers (USACE) methodologies and in accordance with guidance provided by the USACE Forth Worth District Regulatory Branch. SWCA will conduct a field investigation of the New Alignment to verify desktop findings and assess the presence or absence of hydric soils, wetland vegetation, and wetland hydrology. SWCA anticipates that it will take up to two days in the field to accomplish this task. Any waterbodies identified in the field will be characterized with respect to type and condition, and the likely jurisdictional boundaries will be captured with resource-grade GPS equipment (i.e., Trimble Geo XH or similar).

Upon completion of the field survey, SWCA will prepare an aquatic resources delineation report, which will identify and describe likely jurisdictional areas occurring within the New Alignment. The report will describe the conditions of the Project, the methods used during the delineation, and the results of the investigations. The report will also include field data sheets, mapping, representative photos of the site, and photos of each sample point. Upon completion of this report, SWCA will provide a draft electronic version to the Client for review and comment. SWCA will assume one round of review and comment with the Client prior to completing the final report. SWCA will submit to the Client one electronic PDF of the report.

Assumptions

- The Client is responsible for obtaining permission for SWCA to enter private property as required to perform field surveys.
- The New Alignment consists of the 3-mile-long investigation area with a 100-foot-wide corridor, following the
 route depicted in Figure 1. No additional temporary workspaces, laydown/storage areas, or access roads
 outside of this area are included in this scope of work.
- The Client will provide SWCA all necessary Project-related files and data prior to field surveys or initiating report preparation, as applicable.
- SWCA assumes that all draft and final reports will be provided electronically.

Cost for Task 4: \$4,109

TASK 5: THREATENED AND ENDANGERED SPECIES

Task 5.1: Threatened and Endangered Species Habitat Assessment and Report

SWCA will conduct a habitat assessment describing land features (including springs and karst features) and vegetation communities within the Project Area to evaluate the potential for federal or state-listed species habitat. Findings from Task 3.2 and Task 5 will be incorporated into this report. The threatened and endangered species report will be used as part of the Williamson County Regional Habitat Conservation Plan application. Upon completion of this



report, SWCA will provide a draft electronic version to the Client for review and comment. SWCA will assume one round of review and comment with the Client prior to completing the final report. SWCA will submit to the Client one electronic PDF of the report.

Task 5.2: Eurycea Salamander Presence/Absence Survey and Report

SWCA proposes to perform a presence/absence survey for the *Eurycea* salamanders in up to six springs near the Project (pending access), including any new springs identified within the New Alignment. This will include at least one spring on the Buie Tract (west of IH 35), two springs previously mapped by Cambrian Environmental in Dry Berry Creek, and up to three others not yet mapped. Springs with potential *Eurycea* salamander habitat will be determined by Cambrian Environmental during field investigations conducted previously and as part of Task 5.1 (geologic assessment). Presence/absence surveys will use current U.S. Fish and Wildlife Service protocols, which includes a habitat assessment of investigated springs. Current survey protocols require 14 survey visits, with bottle trapping at spring outlets. SWCA assumes survey sites extending for no more than 25 feet of spring-run habitat each will be included in the surveys, and that snorkeling will not be needed to reach the spring-run substrate.

SWCA will prepare a report that describes our desktop and field findings, and provides our findings regarding *Eurycea* salamander presence. Upon completion of this report, SWCA will provide a draft electronic version to the Client for review and comment. SWCA will assume one round of review and comment with the Client prior to completing the final report. SWCA will submit to the Client one electronic PDF of the report.

Assumptions

- The Client is responsible for obtaining permission for SWCA to enter private property as required to perform field surveys.
- The Client will provide SWCA all necessary Project-related files and data prior to field surveys or initiating report preparation, as applicable.
- A karst feature survey and a geological assessment for karst features are not included within this task.
- SWCA assumes trenching at stream crossings, which is important for candidate mussel species.
- SWCA assumes that all draft and final reports will be provided electronically.

Cost of Task 5: \$20,240

TASK 6: CULTURAL RESOURCES

SWCA proposes to complete a desktop review of the New Alignment; amend the existing Antiquities Permit for submittal to the Texas Historical Commission (THC); perform field investigations; and associated reporting and curation of field paperwork and photographs.

Prior to any field investigations, SWCA will conduct a thorough background literature and records review of the New Alignment. For this research, an SWCA archaeologist will examine data from the Texas Archeological Research Laboratory available on the THC's online Texas Archeological Sites Atlas for all previously recorded cultural resources surveys and historic or prehistoric archaeological sites in or adjacent to the New Alignment. Following completion of the background review, SWCA's Principal Investigator will amend the existing Texas Antiquities Permit scope of work (including the results of the background review) to add the New Alignment and submit the revisions to the THC. SWCA will complete the background review and amend the Antiquities Permit application for submittal to the THC within one week of receiving notice to proceed.

In accordance with the previous Project methodology, SWCA will conduct a cultural resources survey of the New Alignment. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, significance of cultural resources discovered within the New Alignment. Survey efforts will include pedestrian survey and deep mechanical testing with a backhoe, where appropriate. The survey will meet all THC survey standards. SWCA will complete the survey within 10 days of receiving amended permit from the THC (assuming unfettered land access). SWCA will conduct a non-collection survey to reduce curation costs; any artifacts discovered during survey will be described and photographed but left in place. However, as per the conditions of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved curation facility. For this Project, materials will be curated at the Center for Archaeological Research at The University of Texas at San Antonio.

Upon completion of the field survey, SWCA will produce a cultural resources survey report documenting the results of the Project investigation. SWCA will submit a draft digital copy of the reports to Walker Partners for review and comment within two weeks of completing field survey. Once this has been accomplished, SWCA will incorporate all appropriate edits and will submit a final draft report to the reviewing agencies. Once the agencies have reviewed the documents and provided the results of the review to SWCA, any revisions will be incorporated into the final reports. SWCA will submit a final report to the Client and the reviewing agencies. As part of completing the Antiquities Permit requirements, SWCA will also furnish two electronic copies of the final reports on a tagged PDF formatted CD to the THC, complete an abstract text online, and furnish 11 hard copies of the reports (without site information) to university-based libraries and research facilities around the state. SWCA will also complete all document curation requirements per the ACT.

Assumptions

- The New Alignment is 3.0 miles long within a 100-foot-wide corridor. No additional temporary workspaces, laydown/storage areas, or access roads outside of this area are included in this scope of work.
- The Client is responsible for obtaining permission for SWCA to enter private property as required to perform field surveys.
- The Client will provide SWCA all necessary Project-related files and data prior to field surveys or initiating report preparation, as applicable.
- Desktop analysis indicates three previously recorded archaeological sites (i.e., 41WM828, 41WM1091, and 41WM1187) are intersected by the New Alignment. Revisit site forms will be completed for new testing in these previously recorded sites.
- This scope does not include testing or data recovery excavations for any sites discovered during the survey.
- SWCA assumes that no more than two (2) new cultural resource sites will be identified.
- Survey fieldwork will be completed over the course of three days over a continuous 3-day period.
- SWCA assumes that all draft reports will be provided electronically

Cost of Task 6: \$27,128

TASK 7: TCEQ STORMWATER POLLUTION PREVENTION PLAN

No additional funds are requested for this task.

Cost for Task 7: \$0



TASK 8: CLEAN WATER ACT SECTION 404 PERMITTING

No additional funds are requested for this task.

Cost for Task 8: \$0

TASK 9: WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION APPLICATION

No additional funds are requested for this task.

Cost for Task 9: \$0

TASK 10: CAMBRIAN ENVIRONMENTAL SUPPORT

Task 10.1: TCEQ Geologic Assessment (GA) and Karst Constraints Survey

Under this task, Cambrian licensed geoscientists will conduct a Texas Commission on Environmental Quality Geologic Assessment (GA) investigation of the New Alignment and compile a report for inclusion in the Sewer Collection System Plan as required under the Edwards Aquifer Rules (TAC Chapter 213). Cambrian staff will conduct a review of pertinent literature for documented karst features near the New Alignment and will evaluate surface features that may be indicative of avenues for aquifer recharge and of ecological sensitivity for karst species. The field work will conform to the "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones" as written by the Texas Commission on Environmental Quality (TCEQ). Data collected during this effort will be used to prepare a TCEQ GA report which is required for development activities on the recharge zone. It will detail the location and characteristics of known and potential karst features. GIS data incorporated into the report will be provided directly to the client.

The GA report will contain information as required under the City of Georgetown Unified Development Code for protection of the Georgetown Salamander. The report will also suffice as a phase 1 karst invertebrate habitat assessment for use in applying for enrollment in the Williamson County Regional Habitat Conservation Plan. The GA will include an interpretation of the subsurface hydrological environment based on mapped geologic structure. The interpretation will build on ongoing work by Cambrian to develop site-specific cross-sectional illustrations of the Project and the local host rock of the Edwards aquifer. The interpretation will incorporate available geologic maps, water well data, project geotechnical data (see Task 5.2), and other historic data and literature from Berry Springs and the northern Edwards Aquifer.

Task 10.2: Geotechnical Investigation Support Services

Cambrian will coordinate with Project engineering and geotechnical staff in developing the geotechnical investigation plan. Cambrian will assist in identifying areas of geological and hydrogeological interest including known areas of shallow groundwater and areas where unmapped faults likely occur. This task may also include viewing recovered core sample for reference in the GA. Cost is based on up to 16 hours for Dr. White.

Task 10.3: Meetings and Environmental Permitting Support

Cambrian personnel will meet with the Project team on an as needed basis and provide general support during the environmental permitting process for karst issues. This may include assisting the environmental team with internal



questions or responding to public and or regulatory agency comments on karst issues. This includes preparation of any necessary exhibits, technical support, and assistance in presenting project information to the City of Georgetown, to the Williamson County Commissioners Court or other venues. This also includes a walkthrough of the New Alignment for a day. This cost estimate is based on up to 88 hours for Dr. White.

Cost for Task 10: \$30,379

TASK 11: MEETINGS, COORDINATION, AND PROJECT MANAGEMENT

SWCA plans to attend up to eight in-person meetings for the Project. We assume each meeting will be up to two hours long, at a location in Austin or Georgetown, and attended by two SWCA staff members. SWCA's performance of multiple natural and cultural resource services simultaneously on the Project provides multiple efficiencies related to project management, data management, field logistics, and quality assurance/quality control. Coordination with field survey staff will be focused and consistent across field efforts, which will minimize the potential for errors and/or miscommunications. Additionally, SWCA's project manager will actively communicate with the Client and any other members of the project team in order to remain on schedule and within budget.

Assumptions

- SWCA will attend up to eight in-person, two-hour-long meetings in Austin or Georgetown, Texas. Additional in-person meetings would result in additional costs.
- One biologist and one cultural resources specialist will conduct a walkthrough of the New Alignment for a day.

Cost of Task 11: \$16,006



SUMMARY OF COSTS:

The total estimated budget to complete the above scope of work is \$118,738 not to be exceeded without prior Client authorization. Services to be billed monthly on a time-and-materials basis, in accordance with our 2019 standard rate schedule.

Task	Estimated Budget
1—Desktop Review	\$1,544
2—Hydrogeological Assessment	\$19,332
3—Phase 1 Environmental Site Assessment	\$0
4—Aquatic Resources Delineation	\$4,109
5—Threatened and Endangered Species Habitat Assessment and Impacts Analysis	\$20,240
6—Cultural Resources	\$27,128
7—TCEQ Stormwater Pollution Prevention Plan	\$0
8—Clean Water Act Section 404 Permitting	\$0
9—Williamson County Regional Habitat Conservation Plan	\$0
10—Cambrian Environmental Support	\$30,379
11—Meetings, Coordination, and Project Management	\$16,006
TOTAL	\$118,738

Standard Rate Schedule

2019 LABOR CATEGORIES AND BILLING RATES

Principale	& Project	Management	Staff
Principals	a Promet	manacemen	312111

Project Manager III	\$89.00	Project Manager IX	\$153.00
Project Manager IV	\$99.00	Project Manager X	\$171.00
Project Manager V	\$109.00	Project Manager XI	\$187.00
Project Manager VI	\$119.00	Project Manager XII	\$205.00
Project Manager VII	\$131.00	Principal-in-Charge	\$285-398
Project Manager VIII	\$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	

Specialist I	\$67.00	Specialist IX	\$153.00
Specialist II	\$79.00	Specialist X	\$171.00
Specialist III	\$89.00	Specialist XI	\$187.00
Specialist IV	\$99.00	Specialist XII	\$205.00
Specialist V	\$109.00	Subject Matter Expert	\$210-324
Specialist VI	\$119.00		
Specialist VII	\$131.00	Technician I	\$47.00
Specialist VIII	\$142.00	Technician II	\$55.00

Administrative

Administrative I	\$42.00	Administrative V	\$89.00
Administrative II	\$53.00	Administrative VI	\$101.00
Administrative III	\$66.00	Administrative VII	\$113.00
Administrative IV	\$77.00	Administrative VIII	\$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

Last revised 01.07.19 Page | 1



February 12, 2019

Transmitted via email: enelson@walkerpartners.com

Mr. Eric L. Nelson Walker Partners 804 Las Cimas Pkwy., Suite 150 Austin, Texas 78746

Subject: 18C64003.00: Berry Creek Interceptor Trenchless Crossings – Revision 3

Georgetown, TX

Dear Mr. Nelson:

SCHNABEL ENGINEERING, LLC is pleased to submit this revised proposal to provide trenchless crossing consulting services for the Berry Creek Interceptor project. We prepared this proposal in response to our phone conversation on January 10, 2019, and have revised it based on your February 7, 2019 email.

PROJECT DESCRIPTION

Our understanding of the overall project is based upon information provided by Walker Partners. Based on that information we understand that the owner has decided explore a new route option to avoid the park. We understand that the new route is not completely finalized but currently shows two road crossings on the order of about 100 feet, an approximately 700-ft crossing under Interstate 35, and two potentially long tunnel sections (between 1500 and 2500 feet) through high cover and wetland areas.

All of the trenchless crossings appear to be in limestone with the exception of one of the short road crossings. The current borings show some relatively low strengths and RQD's for the limestone. It is possible that this coring method resulted in low RQD's values due to drilling disturbance to the core and a lack of distinction between mechanical breaks and natural fractures. Furthermore, multiple crossings appear to cross mapped faults that may intersect or be hydraulically connected to underlying aquifer and thus capable of producing excessive groundwater if intersected by a tunnel (or any subsurface excavation).

SCOPE OF SERVICES

Based on conversations with Walker Partners and our understanding of the new alignment, we are proposing the following revised scope and fee. Our previous proposal and agreement contained two tasks. The new proposed scope and fee will thus be numbered Tasks 3 through 7 and upon authorization of this new agreement, Tasks 1 and 2 from the previous proposal will no longer be charged.

Task 3 – Recommendations for New Subsurface Investigation and Site Visit:

This task will cover efforts to review the new proposed route in conjunction with previous subsurface investigation data and mapped faults to develop recommendations for new boring locations, laboratory testing program, and potentially a geophysical investigation. To assist in development of the subsurface exploration program and in the general design, we propose that we make a site visit to observe each of the crossing locations under this task as well.

Task 4 – Route Feasibility Analysis:

This task will cover efforts associated with the evaluation of different routes or the evaluation of tunneling versus open cut construction for portions of the alignment. This task may include an additional site visit, evaluation of potential tunneling methods, cost estimating, and/or development of a report. The fee for this has been conservatively estimated. As mentioned later and in the existing subconsultant agreement, we will only charge for the actual level of effort required/requested.

Task 5 - Final Design:

Specifically this task will cover the evaluation of pit and tunnel construction methods, the development of the required trenchless/tunnel-related specifications (maximum of five), and the structural design of the tunnel liner/casing for the I-35 crossing. This task will also provide a review of the probable costs of each crossing and a review of trenchless tunnel details developed by others.

Task 6 - Bidding and Construction Administration:

Specifically this tasks our preparation for attendance at a pre-bid meeting and pre-construction conference, the review of tunnel-related submittals, and three site visits during construction and associated site-visit reports.

Task 7 – Geophysical Services:

We recommend electrical resistivity imaging (ERI) to investigate the subsurface deeper to identify fracture and fault zones within at the elevation of the planned sewer. ERI is a measurement of the resistivity of the subsurface with depth and location. This method requires stakes driven approximately one foot into the ground every 10' to 20' along a line that is perpendicular to the anticipated fault line, and approximately 1,100 feet in length. The stakes are connected by a continuous cable and the resistivity of the subsurface is measured by transmitting and receiving electromagnetic energy from each of the stakes. The results of each of the three planned ERI lines will be shown as an estimated two-dimensional profile showing the resistivity of the material at depth. Resistivity varies with material type, and type and amount of fluid in the pore space of the material. The high contrast in typical resistivity values between bedrock and saturated soil or fractured rock provide ideal contrasting conditions to image with ERI. We believe that performing this work will likely provide us with the information we need to site a boring in at least one of the faults on the alignment such that the conditions within the fault can be characterized at the elevation of interest.

ESTIMATED FEE

The estimated fee for these services is **\$124,830.00**. A breakdown of this estimate is provided in the table below. Services will be billed at the personnel rates contained in Attachment 1 for the actual hours worked. We will not exceed the estimated fee without prior authorization.

Task	Fee
Task 3 – New Subsurface Investigation and Site Visit	\$8,560.00
Task 4 – Route Feasibility Analysis	\$23,910.00
Task 5 – Final Design	\$29,160.00
Task 6 – Bidding and Construction Administration	\$35,700.00
Task 7 – Geophysical Services	\$27,500.00
Total Estimated Fee:	\$124,830.00

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Trenchless design and consulting for crossings under creeks.
- Detailed design of pits or other support of excavation.
- Assessment of settlements or impacts to adjacent properties.
- Detailed drawings or CAD work.
- Environmental studies
- Exclusions for Geophysical Services (Task 7)
 - Access to private property and right of entry
 - o Damage to the property caused by the installation of the stakes or cable

GENERAL

We anticipate that this proposal will be utilized by Walker Partners to discuss with the owner and development of a new subconsultant agreement to authorize these new tasks. Once the new subconsultant agreement is authorized, previous Tasks 1 and 2 will be closed and not charged any further. This proposal is valid for 90 days from the date shown.

Walker Partners

Berry Creek Interceptor Trenchless Crossings

We appreciate the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING, LLC

Matt Koziol, PE Senior Engineer

Glen Frank, PE Senior Associate

MKK:GF

Attachments:

(1) Schedule of Personnel Fees



SCHEDULE OF FEES FOR PERSONNEL

Effective January 1, 2019

Senior Consultant	\$ 280.00/hr
Principal	275.00/hr
Senior Associate	240.00/hr
Associate	215.00/hr
Senior Engineer / Scientist	170.00/hr
Senior Project Engineer / Scientist	160.00/hr
Project Engineer / Scientist	155.00/hr
Senior Staff Engineer / Scientist / Technologist	135.00/hr
Senior CADD Technician	120.00/hr
Staff Engineer / Scientist / Technologist	115.00/hr
Senior Technician / CADD Technician	98.00/hr
Associate Technician / Technician / Engineering Intern	90.00/hr
Administrative	82.00/hr
Clerical	75.00/hr

NOTES:

- 1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
- Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a 15% markup. Travel by air or rail, lodging and meal expense for personnel on travel status will be billed at cost plus a 15% markup.
- 3. Subcontracts for subsurface explorations, bulldozers, surveys, etc., and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
- 4. Overtime for senior staff, staff and technician level personnel is time for work on Saturday, Sunday, and national holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of 1.5 times the above hourly rates is added for overtime.
- 5. Time spent during depositions, hearings, and in court is charged at 1.5 times the regular hourly rate.
- 6. These fees are subject to change on January 1, 2020.

February 21, 2019



Walker Partners 804 Las Cimas Parkway, Suite 150 Austin, Texas 78746

Attn: Mr. Eric L. Nelson, P.E. – Project Manager

P: (512) 382.0021

E: enelson@walkerpartners.com

Re: Proposal for Geotechnical Engineering Services

Berry Creek Offsite Wastewater Main - North Alternative

Pecan Branch WWTP to Berry Creek Lift Station

Georgetown, Texas

Terracon Proposal No. P96195063, Revision 1

Dear Mr. Nelson:

We appreciate the opportunity to submit this proposal to Walker Partners to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A Project Understanding
Exhibit B Scope of Services

Exhibit C Compensation and Project Schedule

Exhibit D Site Location

Exhibit E Anticipated Exploration Plan

Our base fee to perform the scope of services described in this proposal is \$65,000, with an anticipated report delivery date of up to 12 weeks after signed authorization. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Larson M. Snyder, E.I.T.

Staff Geotechnical Engineer

Bryan S. Moulin, P.E.

Senior Principal, Geotechnical Department Manager

Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, TX 78735 Registration No. F-3272 P (512) 442 1122 F (512) 442 1181 terracon.com

Berry Creek Offsite Wastewater Main – North Alternative ■ Georgetown, Texas February 21, 2019 ■ Terracon Proposal No. P96195063, Revision 1

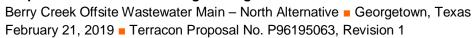


EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Walker Partners and the expected subsurface conditions as described below. We have not visited this new project alignment to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as-shown-below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The overall project consists of a new wastewater line from the Pecan Branch Wastewater Treatment Plant to the Berry Creek Lift Station in Georgetown, Texas. The scope of this portion of the project includes the newly proposed northern alignment alternative and previously omitted borings along the eastern portion of the proposed wastewater alignment.
Current Ground Cover	Based on prior site visits for the original alignment and aerials from Google Earth, ground cover varies from densely vegetated areas with trees and brush to open areas with grass and weeds.
Existing Topography	Based on the topographic survey provided, the site slopes from the highest elevation of EL ~698 feet near STA 170+00 to the lowest elevation of EL ~646 feet near STA 60+00 along the proposed northern wastewater alignment alternative.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of clays, sands, and gravels overlying Georgetown Formation limestone along the majority of the proposed wastewater pathway alternative. The southeastern portion of the wastewater pathway alternative has subsurface conditions consisting of deeper clays, sands, and gravels overlying Eagle Ford Formation shale.





Planned Construction

Item	Description		
Information Provided	The updated northern wastewater alignment alternative site plan, and boring locations and depths were provided via e-mail on February 12, 2019 from Mr. Eric Nelson, P.E. with Walker Partners.		
	The newly proposed northern alignment alternative consists of approximately 13,220 linear feet of wastewater pipes beginning at ~STA 53 and ending at ~STA 185.		
Northern WW	The elevation to the top of the wastewater line varies from the highest elevation of EL \sim 650 feet at \sim STA 185 to the lowest elevation of EL \sim 628 feet at \sim STA 53		
Alignment Alternative	This alignment alternative potentially includes up to 4 sets of bore pits for trenchless directional drilling installation as follows:		
	 100 linear feet of trenchless drilling under CR 152 at ~STA 80 1,630 linear feet of trenchless drilling from ~STA 81 to ~STA 97 2,450 linear feet of trenchless drilling from ~STA 128 to ~STA 153 700 linear feet of trenchless drilling under I-35 from ~STA 166 to ~STA 174 		

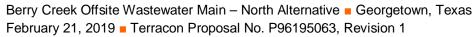




EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

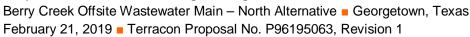
Field Exploration

Walker Partners prescribed the following vertical boring locations and depths:

Planned Location	STA Location	Planned Boring Depth (feet) ¹	Conversion to Piezometer
EB-2	7+31	30	No
PB-6	59+50	35	No
NB-1	71+00	50	No
NB-2	80+00	50	No
NB-3	88+50	65	No
NB-4	95+00	60	Yes
NB-5	98+00	60	No
NB-6	109+00	50	No
NB-7	119+00	55	No
NB-8	129+00	60	No
NB-9	140+00	60	No
NB-10	150+00	65	No
NB-11	150+50	65	Yes
NB-12	153+50	65	No
NB-13	166+00	60	No
3 Borings between NB-13 & NB-14 ²	N/A	65	At Least 1
NB-14	174+00	60	No
TOTAL (including at least 3 vertical standpipe piezometers & up to 190 feet of installation)		, •	

^{1.} Below ground surface.

^{2.} These borings will not be located within the IH35 ROW or frontage roads. Our scope does not include TxDOT coordination for permitting and traffic control.





Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted/track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). Bedrock is sampled with either split-barrel-sampling spoons or continuously cored using NX or NQ wireline rock coring equipment and air rotary drilling techniques. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

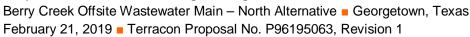
Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings located within the Edwards Aquifer Recharge Zone immediately with auger cuttings and/or bentonite upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.





Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Grain size and hydrometer analysis
- Atterberg limits
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

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Piezometers and Periodic Groundwater Checks

In addition to the soil/bedrock sampling mentioned above, we will observe and record groundwater levels during and at completion of drilling. The boreholes will not be left open for extended periods of time to monitor groundwater, due to safety concerns. However, we do plan to convert at least three (3) of the borings into vertical standpipe piezometers for long-term monitoring of groundwater levels. After the piezometers are installed, Terracon personnel will visit the site to check/document groundwater levels on a weekly to biweekly basis until the geotechnical report is issued. For our scope, we have budgeted up to 3 follow-up site visits to check the piezometers. Updated groundwater information will be provided to the Client within one day following each check.

Engineering and Project Delivery

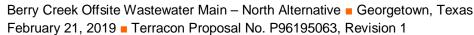
Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our *GeoReport®* system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization Findings of the site exploration
- Geotechnical Engineering Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.





The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling, as well as subsequent measurements at each piezometer
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Site geology
- Description of subsurface conditions
- Photographs of samples collected
- Summarized laboratory data
- Discussion of open trench excavation methods and OSHA guidelines
- Discussion of trenchless methods and conditions encountered at each bore pit
- Backfill material and compaction recommendations for the open trench excavations

Additional Services

Limited Pathway Clearing using a Hydroaxe: Based on a review of aerial photographs (or our recent site visit), the area in the vicinity of NB-6 & NB-7 is currently undeveloped and densely wooded and may require limited pathway clearing for drill rig access. It is our understanding that projects within the City of Georgetown do not require a site plan exemption prior to land disturbance, however excessive whole-site clearing is not permitted. Pathway clearing typically adds 1 to 2 weeks to the overall project schedule for us to coordinate the limited pathway clearing with a subcontractor. The exact needs for pathway clearing will be assessed during initial site reconnaissance after project authorization.

between boring NB-13 and NB-14.

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EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee						
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting ¹	\$65,000						
1. Does not include TxDOT coordination or traffic control, if necessary, for the proposed three boring locations							

If borings are omitted, a credit of \$20 per foot will be applied for the omitted footage.

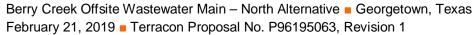
Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Contingency for Limited Pathway Clearing	\$5000	
Private Utility Locate Service 1	\$500/boring	
Additional Vertical Standpipe Piezometer up to 65 feet deep	\$2,200/per	

^{1.} If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.





Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2,3}			
Project Planning	5 days			
Site Characterization	6 to 10 weeks			
Geotechnical Engineering	10 to 12 weeks			

- Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website
 with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent
 events such as field exploration crews on-site, etc.
- 2. We will maintain a current calendar of activities within our *GeoReport®* website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
- 3. Please note that if site clearing is performed, an additional 1 to 2 weeks will be added to the above project schedule.

EXHIBIT D – SITE LOCATION

Berry Creek Offsite Wastewater Main – North Alternative
Georgetown, Texas

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EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Berry Creek Offsite Wastewater Main - North Alternative - Georgetown, Texas

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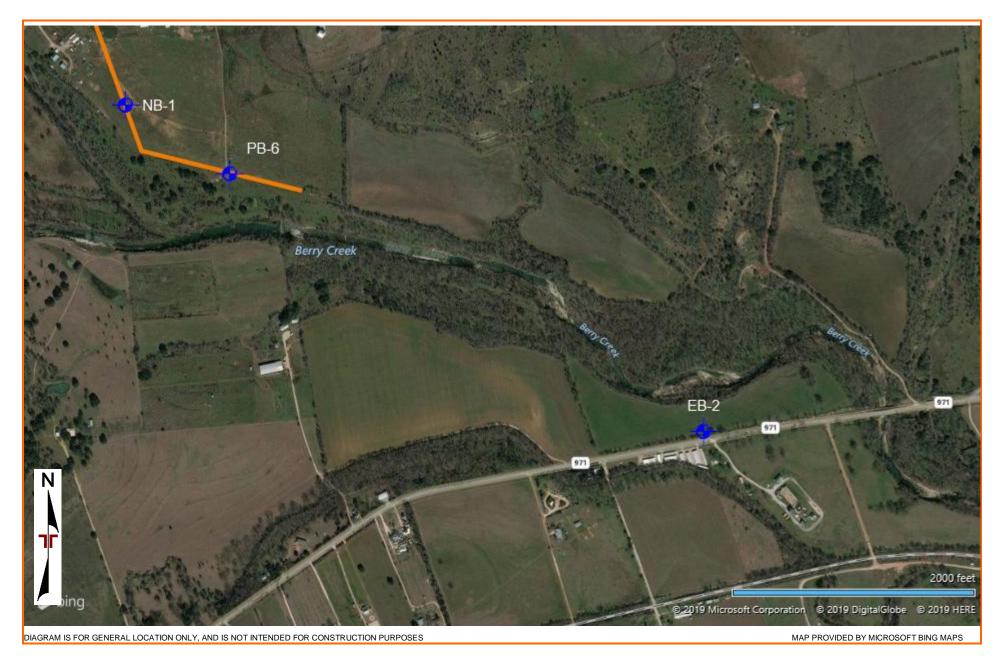




EXHIBIT E – ANTICIPATED EXPLORATION PLAN

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City of Georgetown, Texas Utility System Advisory Board March 8, 2019

SUBJECT:

Consideration and possible recommendation on an Interlocal Agreement with Williamson County for waterline improvements related to the Seward Junction (CR 259 and CR 266) roadway project -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Williamson County is progressing with CR 259 & CR 266 roadway improvements located outside the City's ETJ, but within our Water Service Area (south of SH29, between Ronald Reagan and SH183). A portion of an existing waterline is located in conflict with the new proposed roadway. Since most of the waterline (86.17%) is located within an existing water easement (obtained by the former Chisholm Trail Specail Utility District), the County is funding most (86.17%) of the cost of the waterline relocation. The waterline in question is currently an 8" diameter line. However, the Water Master Plan calls for this line to ultimately be sized as a 12" diameter line. Therefore, if this agreement is approved, in addition to the small percentage (13.83%) currently located in County right-of-way, the city would fund the cost to upsize from an 8" to 12" diameter line.

The project has been bid by the county and their apparent low bidder is Jordan Foster, who has successfully completed work for the city in the past. Their unit prices for the water line improvements have been evaluated and are in line with recent bids the city has received. The total cost of the waterline is \$768,001, including the city's portion which is equal to \$202,058.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed interlocal agreement.

FINANCIAL IMPACT:

Funds are available in the current Water Capital Improvement Plan budget to cover the cost - \$202,058.00.

SUBMITTED BY:

Wesley Wright

ATTACHMENTS:

Description		Type		
D	Seward Junction/CR266 Water Wilco ILA	Backup Material		
D	Exhibit A Cost Summary	Backup Material		
D	Exhibit - Waterline Relocates	Backup Material		

INTERLOCAL AGREEMENT FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION RELATED TO THE SEWARD JUNCTION SOUTHEAST WATER LINE IMPROVEMENTS

- THIS INTERLOCAL AGREEMENT for design services and construction ("Agreement") is entered into between the Williamson County, Texas, a Texas political subdivision (the "County") and the City of Georgetown, a Texas home-rule municipality ("Georgetown"). In this Agreement, the County and Georgetown are sometimes individually referred to as "Party" and collectively referred to as "the Parties."
- **WHEREAS**, the County is making roadway improvements to County Road 259 and County Road 266; and
- **WHEREAS**, this project involves relocation of approximately 1,050 linear feet of water line owned by Georgetown ("Water Line Relocation"); and
- **WHEREAS**, the County is responsible for 86.17% of the costs of design and construction of the Water Line Relocation, and Georgetown is responsible for 13.83% of the costs; and
- **WHEREAS**, Georgetown desires the relocated water line be upgraded from its current installed 8" size to a 12" size and is responsible for 100% of design and construction costs related to the upgrade to the water line ("Water Line Betterment"); and
- **WHEREAS**, the County has received bids to complete construction of the Water Line Relocation including the Water Line Betterment and selected a contractor; and
- **NOW, THEREFORE,** in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Williamson County and Georgetown agree as follows:

I. DESIGN, CONSTRUCTION AND REIMBURSEMENT

- **1.01 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management and all other costs related to the Water Line Relocation. The County shall be responsible for all design, construction and project administration services for the Water Line Relocation.
- 1.02 City Obligations. Georgetown shall be responsible for 13.83% percent all costs related to the design and construction of the Water Line Relocation and 100% of all design and construction costs related to the Water Line Betterment, in an amount not to exceed two hundred two thousand and fifty eight dollars (\$202,058) (the "Water Line Reimbursement") as shown in Exhibit A attached hereto and incorporated herein. Upon County's approval of each invoice for construction or design services related to Water Line Relocation or the Water Line Betterment, the County shall submit the invoice to Georgetown. Georgetown agrees to pay County within

- thirty (30) days after receipt of the invoice. Payments made by Georgetown pursuant to this Agreement shall be made from current revenues available to Georgetown.
- **1.03** Georgetown agrees to be responsible for the operation and maintenance of the relocated water line after completion and acceptance by Georgetown.

II. GENERAL PROVISIONS

- 2.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.
- **2.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and acceptance of the public improvements by Georgetown.
- **2.03 Default and Remedies.** If Georgetown fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Georgetown shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.
- **2.04 Authority.** This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.
- **2.05 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been included.
- **2.06** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

- **2.07 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.
- **2.08** Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.
- **2.09 Waiver**. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.
- **2.10 Independent Relationship.** Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.
- **2.11** No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.
- **2.12 No Third Party Beneficiaries.** This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.
- **2.13 No Assignment.** This Agreement may not be assigned in whole or in part by either Party.
- **2.14 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
- **2.15 Notices**. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627

300-1 Industrial Ave, Georgetown, Texas 78626

Attn: City Manager

Telephone: (512) 930-3652 Facsimile: (512) 930-3559

Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626

Attn: William Gravell, Jr. Telephone: (512) 943-1550 Facsimile: (512) 943-1662

Either Party may from time to time designate any other address for notice by written notice to the other Party.

2.16 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Waterline Reimbursement for Design and Construction Costs

- **2.17** Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- **2.18 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- **2.19 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

CITY OF GEORGETOWN, TEXAS

By:	
By:	
ATTEST:	
By:Robyn Densmore, City Secretary	
Robyn Densmore, City Secretary	
APPROVED AS TO FORM:	
By: Skye Masson, First Assistant City	Attorney
THE STATE OF TEXAS \$ COUNTY OF WILLIAMSON \$	
COUNTY OF WILLIAMSON §	
, 2019, by Dale Ross as	acknowledged before me on this day of Mayor of the City of Georgetown, a Texas home-rule
city, on behalf of said city.	
	Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:						
	n Gravell,Jr., Coun	ty Judge				
ATTEST:						
By:Nancy	Rister, County Clea	rk	_			
THE STATE (OF TEXAS	& & &				
COUNTY OF	WILLIAMSON	§				
THIS	INSTRUMENT , 2019, by Willia					
behalf of said			•			•
			Notary	Public State o	of Texas	

DESIGN AND CONSTRUCTION COSTS RELATED TO THE SEWARD JUNCTION
SOUTHEAST WATER LINE RELOCATION

Exhibit A

Activity	Total Cost	County		GT	
Waterline Base Cost	\$ 661,805	\$	570,278	\$	91,527
Waterline Relocation Cost With Betterment	\$ 768,001	\$	570,278	\$	197,723
Additional Betterment Design Costs				\$	4,335
TOTAL COUNTY COST		\$	570,278		
TOTAL GEORGETOWN COST WITH BETTERMENT		\$	-	\$	202,058

