

**Notice of Meeting for the
Georgetown Utility System Advisory Board and the Governing Body
of the City of Georgetown
May 10, 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 May GUS CIP Updates and April Council actions-

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

D Industry Updates

Legislative Regular Agenda

E 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/>.

-- At time of posting, no persons had signed up to address the Board.

- F Review and possible action to approve the minutes from the regular GUS Board meeting held on April 12, 2019. - Sheila K. Mitchell, GUS Board Liaison
- G Consideration and possible recommendation to approve renewal #1 to the contract agreement #18-0039-GC with Brenntag Southwest, Inc., for Water and Wastewater Treatment Plant chemical (Sodium Hypochlorite) in the estimated amount of \$309,931.50. -- David Thomison, Water Services Manager
- H Consideration and possible recommendation to exercise an option to renew an Agreement with HydroPro Solutions LLC for providing Master Meter water meters and registers for the Advanced Metering Infrastructure system with a not to exceed amount of \$1,000,000. -- Mike Stasny, Technical Services Manager/Rosemary Ledesma, Purchasing Manager
- I Consideration and possible recommendation to renew an Agreement with Wesco Distribution, Inc. to provide Honeywell electric meters and related items for the Advanced Metering Infrastructure system in an amount not to exceed \$420,000. -- Mike Stasny, Technical Services Manager/Rosemary Ledesma, Purchasing Manager
- J Consideration and possible recommendation to approve Task Order KPA-19-006 with Kasberg, Patrick & Associates, LP of Georgetown, Texas, for professional services related to the 2019 EARZ Wastewater Rehabilitation - Area 2 in the amount of \$382,745.00. -- Wesley Wright, P.E., Systems Engineering Director / Michael Hallmark, CIP Manager
- K Consideration and possible recommendation to approve Task Order # GVR-19-001-TO to Garver USA for the design of 12 inch water main from SE Inner Loop to the Vantage apartments along FM 1460 in the amount of \$61,663.00. -- Wesley Wright, P.E., Systems Engineering Director/ Michael Hallmark, CIP Manager
- L Consideration and possible recommendation on the FY20 Capital Improvement Plan -- Wesley Wright, PE, Systems Engineering Director
- M **Executive Session**
In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the item listed below will be discussed in closed session and is subject to action in the regular session.
Sec. 551.086 Competitive Matters
Consideration, discussion, and possible recommendation on the FY20 Electric Capital Improvement Plan - Wesley Wright, P.E., Systems Engineering Director
- N Action from Executive Session
- FY20 Electric Capital Improvement Plan (**action required**)

Adjournment

Certificate of Posting

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

Robyn Densmore, City Secretary

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

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.

ITEM SUMMARY:

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

May GUS CIP Updates and April Council actions-

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

ITEM SUMMARY:

GUS Item Update Coversheet May 2019

Berry Creek Wastewater Interceptor – 3CJ

Crews have currently installed 1000 LF of 36" wastewater pipe and have second crew has installed 1200 LF of 30' wastewater line north of Oak tree drive

Berry Creek Wastewater Interceptor Phases 1, 2 & 3

Alternative routing around Berry Springs Park under review and redesign

Braun Elevated Storage Tank (EST)

All seven wall lifts have been placed & crews to place concrete for the dome floor week of April 29th

Cedar Breaks to Pastor Dedicated Water Line

Crews have installed 2700 LF of 24" waterline along DB Woods road south of Cedar Breaks EST

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 to be on site 4/29/19 to start repairs

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

Divers have installed all 9 slide gates & gate control stems/brackets. Pipe work to be installed during low water usage months in the Fall

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 summer 2019

Pastor Pump Station

Pump cans, valves & piping has been installed, slab on grade placed, pumps due on site mid to late May

Pecan Branch WWTP

Lift Station & Headworks Shutdowns have been completed, Installing Bar Screen & Elevator, Final Clarifiers being filled for testing, equipment start up testing continues

Ronald Reagan Water Line

95% of the 30" waterline has been installed along Ronald Reagan, line being filled & pressure tested in sections

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 Summer 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

Paint crew scheduled to be completed the week of April 22nd. Civil sub onsite to complete tie-ins.

SCADA/Electrical in place and ready to be activated. Week of May 6th targeted to fill tank.

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

East bore under HEB driveway near completion then move to west driveway bore, 75% of the 12” waterline has been installed

April Council Actions -- No actions items were forwarded to Council

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

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

ATTACHMENTS:

Description	Type
☐ May GUS CIP Updates	Backup Material

GUS Item Update Coversheet May 2019

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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 to be on site 4/29/19 to start repairs

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

Divers have installed all 9 slide gates & gate control stems/brackets. Pipe work to be installed during low water usage months in the Fall

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 summer 2019

Pastor Pump Station

Pump cans, valves & piping has been installed, slab on grade placed, pumps due on site mid to late May

Pecan Branch WWTP

Lift Station & Headworks Shutdowns have been completed, Installing Bar Screen & Elevator, Final Clarifiers being filled for testing, equipment start up testing continues

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San Gabriel Wastewater Treatment Plant – Belt Press

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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

East bore under HEB driveway near completion then move to west driveway bore, 75% of the 12" waterline has been installed

Project: Berry Creek Wastewater Interceptor
Project# 3CJ
Update – May 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 Engineering	May 2015	February 2016	Recommended by GUS 5/8/15 approved by CC 5/26/15.
Final Design	February 2016	March 2018	100% complete
ROW / Easements	June 2015		Complete
Bid / Award Bid #			Approved by City Council on 12/11/18, NTP issued 1/24/19
Construction	January 2019	February 2020	Crews have currently installed 1000 LF of 36" wastewater pipe and have second crew has installed 1200 LF of 30' wastewater line north of Oak Tree drive
Post Construction			



Project: Berry Creek Wastewater Interceptor
Phase 1,2, &3
Project#
Update – May 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 Engineering	November 2017	November 2018	Recommended by GUS 10/13/17 Approved by City Council 10/23/17. Boring samples being analyzed
Final Design	November 2018	January 2019	
ROW / Easements			
Bid / Award Bid #			Alternative routing around Berry Springs Park under review and redesign
Construction	January 2019	April 2020	
Post Construction			



Project: Braun EST
Project# 2JG
Update – May 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 Engineering	January 2018	March 2018	Task Order approved by GUS Board 12/8/17 & by City Council 12/12/17
Final Design	April 2018	July 2018	
ROW / Easements			
Bid / Award Bid #	September 2018	October 2018	Approved by GUS Board & Council in October
Construction	January '19		All seven wall lifts have been placed & crews to place concrete for the dome floor week of April 29th
Post Construction			



Project: Cedar Breaks EST – Pastor 24 Inch Dedicated Water Line
Project# 2JI
Update – May 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 waterline will run in DB Woods Rd right-of-way for the northern portion 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 Engineering	July 2018	September 2018	Task Order approved by 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 Bid #	January 2019	February 2019	Approved by GUS Board & Council February 2019
Construction	Early 2019		Crews have installed 2700 LF of 24” waterline along DB Woods road south of Cedar Breaks EST
Post Construction			



Project: County Road 255 Waterline Improvements

Project# 2JE

Update – May 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 Engineering	October 2015	March 2016	Recommended by GUS 10/09/15, approved by City Council on 10/27/15.
Final Design	March 2016	February 2018	80% Complete
ROW / Easements	October 2015		50% complete
Bid / Award Bid #			
Construction			
Post Construction			

Project: EARZ Area 1 - 2018
Project# 3CQ
Update – May 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 Engineering	March 2017	June 2017	Task Order Recommended 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 Bid # Bid opening			Approved by City Council 12/11/18
Construction			PM Construction to be on site 4/29/19 to start repairs
Post Construction			

City of Georgetown, Texas EARZ WASTEWATER REHABILITATION AREA 1-2018		<small>10/17/2018 10:00 AM 10/17/2018 10:00 AM 10/17/2018 10:00 AM</small>
City Council Mayor Date Recd Mayor Pro-Tem At-Large City City Council Members Anna Lee District 1 Valerie McQuinn District 2 John Wessell District 3 Robert Knight District 4 Ty Giddens District 5 Rachael Johnson District 6 Tawny Gaudet District 7 City Manager David Morgan	 EST. 1848 GEORGETOWN TEXAS	KPA KASBERG, PATRICK & ASSOCIATES, LP ENGINEERING, ARCHITECTURE, INTERIOR DESIGN 10000 N. FARM ROAD, SUITE 100 FORT WORTH, TEXAS 76116
Approved by the City of Georgetown, Texas this _____ day of _____, 2018.		
Director, Systems Engineering _____ 0180 Manager, Systems Engineering _____ 0180		

Project: Lake WTP – Chemical Storage Improvements
Project# 2CW
Update – May 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 Engineering	January 2018	March 2018	Task Order approved by GUS Board 12/8/17 & City Council 12/12/17
Final Design	April 2018	June 2018	
ROW / Easements			
Bid / Award Bid #	July 2018	September 2018	Tentatively out for Bid Spring 2019.
Construction			
Post Construction			



CITY OF GEORGETOWN, TEXAS

LAKE WATER TREATMENT PLANT

SODIUM PERMANGANATE IMPROVEMENTS

PROJECT No. 2CW

NOVEMBER 2017

CITY COUNCIL

MAYOR
DALE ROSS

CITY COUNCIL MEMBERS

ANNA EBY	MAYOR PRO TEM/ DISTRICT 1
VALERIE NICHOLSON	DISTRICT 2
JOHN HESSER	DISTRICT 3
STEVE FOUGHT	DISTRICT 4
TY GIPSON	DISTRICT 5
RACHAEL JONROVE	DISTRICT 6
TOMMY GONZALEZ	DISTRICT 7


CITY MANAGER
DAVID MORGAN

GENERAL MANAGER OF UTILITIES
JIM BRIGGS

WATER SERVICES UTILITY DIRECTOR
GLENN DIXON

SYSTEMS ENGINEERING DIRECTOR
WESLEY WRIGHT, P.E.

WATER UTILITY ENGINEER
DAVID MUNK, P.E.



LOCATION PLAN

CITY OF GEORGETOWN, PROJECT MANAGER _____ DATE _____

CITY OF GEORGETOWN, UTILITY ENGINEER _____ DATE _____

PREPARED BY: _____

CDM Smith
EPAID REGISTRATION NUMBER P-3843

Water
Environment
**AUSTIN, TEXAS
Transportation**
Energy
Facilities

Project: Lake Water Treatment Plant Raw Water Intake & Pump Station Maintenance Improvements
Project# 2CU
Update – May 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 Engineering	October 2017	November 2017	Approved by GUS Board 9/17 & City Council September 17
Final Design	November 2017	February 2018	
ROW / Easements			
Bid / Award Bid #	April 2018	May 2018	Approved by City Council 5/22/18
Construction	Fall 2018		Divers have installed all 9 slide gates & gate control stems/brackets. Pipe work to be installed during low water usage months in the Fall
Post Construction			



Project: San Gabriel Park Lift Station Improvements
Project# 3CN
Update – May 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 Engineering	March 2017	June 2017	Recommended by GUS 2/10/17& City Council 2/18/17
Final Design	July 2017	December 2017	90% Plans under review by Staff TCEQ variance under review
ROW / Easements	N/A	N/A	
Bid / Award Bid #			Tentatively Bids in early 2019 Reviewing 100% Plans & Specs prior to Bid
Construction			
Post Construction			

City of Georgetown, Texas

SAN GABRIEL PARK LIFT STATION

IMPROVEMENTS

100% SET



City Council

Mayor

Dale Rea

Mayor Pro-Tem

Ann City

City Council Members

Anna Eby District 1

Valerie Nicholson District 2

John Mosser District 3

Steve Pough District 4

Ty Olsson District 5

Richard Johnson District 6

Tommy Gonzalez District 7

City Manager

Casey Morgan

Approved by the City of Georgetown, Texas

this _____ day of _____, 2019.

Director, _____ Date _____

System Engineering

Manager, _____ Date _____

System Engineering



KASBERG KATZ & ASSOCIATES, LP

CONSTRUCTION SERVICES

Georgetown, Texas 78626

100% SET



[Signature]

4-16-18

Project: Pastor Pump Station
Project# 2BZ
Update – May 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 Engineering	May 2017	October 2017	Task Order recommended by GUS 4/14/17 and goes to Council 4/25/17.
Final Design	October 2017	February 2018	
ROW / Easements			
Bid / Award Bid #			GUS Board approved Contract with Archer Western 3/9/18 and Council approved 3/27/18
Construction	April 2018	May 2019	Pump cans, valves & piping has been installed, slab on grade placed, pumps due on site mid to late May
Post Construction			



Project: Pecan Branch Wastewater Treatment Plant Expansion
Project# 3CA
Update – May 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 Engineering	November 2012	March 2013	Complete
Final Design	December 2015	January 2017	100% Set of Plans
ROW / Easements			Complete
Bid / Award Bid # 201717	March 2017	May 2017	Bid Opening 3/28/17 GUS Board approved 4/14/17 City Council 4/25/17
Construction	July 2017	August 2019	Lift Station & Headworks Shutdowns have been completed, Installing Bar Screen & Elevator, Final Clarifiers being filled for testing, equipment start up testing continues
Post Construction			



Project: Ronald Reagan Waterline Improvements

Project# 2JM

Update – May 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 Engineering	October 2015	March 2016	KPA Task Order approved by GUS Board & City Council on 8/28/18
Final Design	March 2016	February 2018	80% Complete
ROW / Easements	October 2015		50% complete
Bid / Award Bid #			Approved by City Council 12/11/18
Construction	January 2019	September 2019	95% of the 30" waterline has been installed along Ronald Reagan, line being filled & pressure tested in sections
Post Construction			



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

Task Order No. CDM-18-003,
 consisting of 8 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and CDM Smith, Inc. ("Engineer") for Professional Services - Task Order Edition, dated September 30, 2016, ("Agreement"), Owner and Engineer agree as follows:

- Specific Project Data**
 - Title: San Gabriel Wastewater Treatment Plant Belt Press
 - Description: Design of a new sludge dewatering building for the San Gabriel Wastewater Treatment Plant (WWTP) to replace existing drying beds. The design will include a new open-sided building and the installation of dewatering equipment, a polymer system and a conveyor 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.
 - City of Georgetown Project Number: 3CP
 - City of Georgetown General Ledger Account No.: 660-9-0581-90-163
 - City of Georgetown Purchase Order No.: _____
 - Master Services Agreement, Contract Number: 2016-718-MSA
- Services of Engineer**

Engineer shall prepare bidding documents including plans, details, specifications and contract documents for the construction of a new dewatering building for the San Gabriel WWTP. The dewatering building includes: dewatering equipment (a belt filter press or rotary fan press); a polymer system; sludge conveyor; potential replacement of existing sludge feed pumps; new electrical VFDs for the sludge feed pumps; modifications to the incoming electrical facilities as required to support the new equipment; and the addition of an air-conditioned electrical room inside the dewatering building. The building will be single-story and consist of a pre-engineered metal structure with partial side walls and will not be ventilated or air conditioned. This construction will require the demolition of a portion of the existing drying 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 scope, economic and technical evaluation of feasible alternatives, and development of conceptual design and preliminary design. Services during this phase include:

Georgetown – Revised 2/11
 EJCDC E-905 Standard Form of Agreement Between Owner and Engineer - Professional Services – Task Order Edition
 Copyright ©2004 National Society of Professional Engineers Inc. All rights reserved.
 Attachment 1 – Task Order Form
 Page 1 of 8

Project: Shell Road Waterline Improvements
Project# 3CI
Update – May 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 Engineering	April 2015	August 2015	Task Order Recommended 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			

City of Georgetown, Texas

SHELL ROAD WATERLINE EXTENSION

City Council
Mayor
 Dale Ross
Mayor Pro-Tem
 Keith Brinard
City Council Members
 Anna Eby District 1
 Keith Brinard District 2
 John Hesser District 3
 Steve Fought District 4
 Ty Glisson District 5
 Rachael Johnson District 6
 Tommy Gonzalez District 7
City Manager
 David Morgan
CITY OF GEORGETOWN, TEXAS
 SHELL ROAD WATERLINE EXTENSION



EST. 1848
GEORGETOWN
TEXAS


PRELIMINARY REVIEW SET

Approved by the City of Georgetown, Texas
 This _____ day of _____, 2015.

Utilities Engineer _____ Date _____

Manager _____ Date _____
 Systems Engineering

This document is intended for the review of the City of Georgetown, Texas. It is not to be used for construction, bidding or permit purposes.



KASBERG, PATRICK & ASSOCIATES, L.P.
 CONSULTING ENGINEERS
 GEORGETOWN, TEXAS 78626
 FIRM REGISTRATION NO. P-210

CITY OF GEORGETOWN, TEXAS
 SHELL ROAD WATERLINE EXTENSION

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

Task Order No. CDM-19-001-TO,
 consisting of 12 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and CDM Smith, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 30, 2016, ("Agreement"), Owner and Engineer agree as follows:

- Specific Project Data**
 - Title: South Lake Water Treatment Plant Intake and Raw Waterline
 - Description: Preliminary Engineering, Final Design, Bidding and Construction Services for the new South Lake Water Treatment Plant (SLWTP) raw water pump station and pipeline.
The plant will have a treatment capacity of 22 million gallons per day (MGD) with capabilities for expanding to 44 MGD in the future. The raw water supply facilities will include a raw water intake and pump station and 3,800 LF of raw water pipeline to carry water to the SLWTP.
The SLWTP raw water pump station and raw water pipeline will be designed and packaged as two sets of construction documents. The work will be constructed in two separate construction contracts.
 - City of Georgetown Project Number: 2BN
 - City of Georgetown General Ledger Account No.: 6600-0580-00-049
 - City of Georgetown Purchase Order No.: _____
 - Master Services Agreement Contract Number: 2016-738-825A

Georgetown – Revised L&E
 K&C 10-16-2015 Standard Form of Agreement Between Owner and Engineer Professional Services – Task Order Edition
 Copyright © 2004 National Society of Professional Engineers, Inc. All rights reserved.
 Attachment E – Task Order Form
 Page 1 of 12

Project: Sun City Elevated Water Storage Tank
Project# 2CP
Update – May 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 Engineering	November 2016	May 2017	Task Order recommended 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 Bid #	July 2017	September 2017	GUS Board and Council Approved
Construction	December 2017	April 2019	Paint crew scheduled to be completed the week of April 22 nd . Civil sub onsite to complete tie-ins. SCADA/Electrical in place

			and ready to be activated. Week of May 6 th targeted to fill tank.
Post Construction			

Update – May 2019

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			

[illegible]

Project: West University 2018 Waterline Improvements
Project# 2JJ
Update – May 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 Engineering	April 2015	August 2015	Task Order Recommended 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 Bid			Approved by City Council 12/11/18, PreConstruction Meeting scheduled for 1/11/19 with NTP to be issued shortly after
Construction	January 2019	August 2019	East bore under HEB driveway near completion then move to west driveway bore, 75% of the 12" waterline has been installed
Post Construction			



City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Review and possible action to approve the minutes from the regular GUS Board meeting held on April 12, 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 April 12, 2019.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Sheila K. Mitchell/GUS Board Liaison

ATTACHMENTS:

Description	Type
 GUS Apr 12 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
April 12, 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: Ed Pastor – Chair, John Copelan – Vice Chair, Steve Fought, David Maserang, Arthur Yaeger

Board Members Absent: Edward Wiley – Secretary, Mike Cunningham,

Staff Members Present: Mike Babin, Glenn Dishong, Wesley Wright, Mike Westbrook, David Thomison, Chris Foster, Cheryl Wright, Paul Diaz, Bill Cardwell, Scotty Hulin, Marcus Miller, Casey Lane, Chelsea Solomon, John Dillard, Chris Waggoner, Allen Gick, Steve Sutton, Anthony Williams, Danny Potter, Jarrod Vail, Richard Pajestka, Jason Casey, Sheila Mitchell, David Morgan (joined at 2:04pm), Paul Diaz (joined at 2:13pm)

Others Present: Kole Kimberlin, student from Southwestern University; 3 other students joined later

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 2:00p.m.

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 – Kole Kimberlin, Southwestern University student attending for American Politics class assignment. Additional students joined during meeting and board recognized their attendance. They encouraged the students to spend time afterwards and ask questions and gather information from board and staff.

Employee Recognition

-- Bill Cardwell, supervisor – introduced Scotty Hulin and Marcus Miller. Recognized them for their customer assistance. A citizen was choking while driving his vehicle in the downtown Georgetown area. He exited his vehicle, which was still in motion. They were able to stop the vehicle and assist the customer with the Heimlich maneuver. He didn't wish to call 911. Hulin drove the man's vehicle to the Emergency Room and Miller followed to ensure he received medical attention and had his vehicle when released. Board thanked them for their attention to the customer and assisting to his needs.

-- Lineman's Appreciation Day (4/18/19) – Mike Westbrook, Electric Operations Manager
Westbrook spoke on Lineman's Appreciation day, officially April 18th each year. He noted our linemen are the first responders on scene when customers need electric assistance during outages and storms. They provide 24/7 service to our customers. A few of the city's linemen and Electric staff were present for recognition which represent an even larger group: John Dillard, Chris Waggoner, Allen Gick, Steve Sutton, Anthony Williams, Danny Potter, Jarrod Vail, Richard Pajestka, Jason Casey. Board thanked them for their hard work providing service to our citizens.

-- RP3 Award recognition – Jim Briggs, General Manager Utilities/Glenn Dishong, Utility Director

Dishong spoke on the American Public Power RP3 program and gave overview of categories and number of utilities involved in the program. There are three levels of recognition. Georgetown has been Platinum since 2016 and has recently been awarded as a Diamond designee, which is the highest level of achievement (amongst 5 other in state of Texas). Board expressed their appreciation for all of the hard work the employees provide in services to the citizens of the city and congratulated them on their recognition. Fought and Dishong noted the other five are very large utility's in the state. Maserang asked and Dishong explained the process to apply, which occurs every three years. Noting Georgetown scored 100 out of 100 and submitted the application in-house; no external consultants were utilized for submittal. Once again the board congratulated staff on this achievement.

- C. April 2019 GUS CIP Project Updates and March Council Actions – Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager
Wright noted reports in packets and gave brief updates on each. He responded to a few questions on projects from board members.
- D. Industry Updates
Babin spoke on a possible legislative bill regarding lead pipes; more focus now on customer side of meter; most likely won't be associated with the utility industry. Otherwise it's been quiet on the legislative front. Copelan asked about HB2 and Fought responded it could affect the city. No other updates or discussion.

Legislative Regular Agenda.

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

E. 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/>.

- No persons signed up to address the board.

- F. Review and possible action to approve the minutes from the Regular GUS Board meeting held on March 8, 2019. – Sheila K. Mitchell, GUS Board Liaison
Minutes were considered for approval. No questions or revisions. **Motion by Maserang, seconded by Copelan** to approve the minutes from the Regular GUS Board meeting held on March 8, 2019.
Approved 5-0-2
- G. Discussion on the proposed Y20 Utility Capital Improvement Plan. – Wesley Wright, P.E., Systems Engineering Director
Wright distributed Draft CIP for board review. The Board will review final list and make recommendation in May. Wright discussed some of the major projects included in the CIP for water and wastewater, noting all projects will be reviewed when final report comes to board in May. Electric projects will be reviewed next month, in Executive Session due to competitive nature. Fought noted most of the projects have been previously discussed; not a lot of new projects the board is not already familiar with. No further discussion. **No action required**.

Wright departed meeting at 2:40pm.

Fought updated students on task of board and make up of citizens, staff, etc. Board and staff introduced themselves and gave their backgrounds and/or duties and time with the City.

Adjournment

Motion by Copelan, seconded by Maserang to adjourn. Meeting adjourned at 2:50PM

Ed Pastor – Chair

Ed Wiley – Secretary

Sheila K. Mitchell, GUS Board Liaison

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation to approve renewal #1 to the contract agreement #18-0039-GC with Brenntag Southwest, Inc., for Water and Wastewater Treatment Plant chemical (Sodium Hypochlorite) in the estimated amount of \$309,931.50. -- David Thomison, Water Services Manager

ITEM SUMMARY:

The purpose of this renewal is to provide water and wastewater treatment chemicals as part of the plant operations treatment requirements. The term of contract: For one (1) year and may be renewed for four (4) one-year periods upon review and approval by the City. The agreement began January 2018 and will expire January 2020.

STAFF RECOMMENDATIONS:

Staff recommends the approval of the annual contract agreement #18-0039-GC renewal #1 in the estimated amount of \$309,931.50 to Brenntag Southwest Inc. for water and wastewater treatment plant chemicals.

FINANCIAL IMPACT:

The total annual cost is the projected cost of chemicals upon historical treatment process volume. Funds for this additional expenditure are available in the water wastewater treatment budget.

Fund Annual Budget

660-5-0529-51-149 Chemicals \$560,000.00

660-5-0531-51-149 Chemicals \$130,000.00

Total Combined \$690,000.00

SUBMITTED BY:

David Thomison, Water Services Manager

ATTACHMENTS:

Description		Type
☐	Renewal No 1	Backup Material
☐	Exhibit A	Backup Material

Renewal No. 1
to the Agreement between
Brenntag Southwest, Inc.
and the
City of Georgetown, Texas

This is the First Renewal ("First Renewal") of the Agreement between Brenntag Southwest, Inc. and the City of Georgetown, Texas entered into on January 23, 2018, for Provision and Delivery of Sodium Hypochlorite 12.5% to five (5) Water and Wastewater Treatment Plants ("Agreement").

WHEREAS, on January 23, 2018, the City and Brenntag Southwest, Inc. entered into the Agreement;

WHEREAS, the Agreement, upon completion of the original agreement and upon mutual agreement of both parties, included four (4) additional one (1) year renewal periods;

WHEREAS, the Parties desire to renew the Agreement for the first renewal price and establish the prices for provision and delivery of sodium hypochlorite 12.5% to five (5) water and wastewater treatment plants during the first renewal period;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Amendment and other good and valuable consideration, the City and Brenntag Southwest, Inc. agree as follows:

1. The Parties agree to renew the Agreement for a First Renewal term which will begin immediately upon the expiration of the current term and will end on January 23, 2020.
2. During the First Renewal term, the prices shown in Exhibit A, attached hereto, shall apply to the provision and delivery of sodium hypochlorite 12.5% to five (5) water and wastewater treatment plants.
3. During the First Renewal term, the not to exceed amount shall be \$309,931.50.
4. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
5. This Amendment is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature page to follow]

Brenntag Southwest, Inc.

CITY OF GEORGETOWN

By: _____

By: _____

Printed

Dale Ross, Mayor

Name: _____

Date: _____

Authorized Representative

Title: _____

Date: _____

Approved as to Form:

Charlie McNabb, City Attorney

Attest:

Robyn Densmore, City Secretary.

VIII. BID FORM

A. DELIVERY REQUIREMENTS

Respondent will show exact cost to deliver. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.

FOB: GEORGETOWN, TX

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

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

Pricing shall include all costs associated with providing the goods, including but not limited to, insurance, travel time, mileage, and exclusive of all taxes. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include, but not be limited to, labor, tools, materials, supplies, equipment, incidental and overhead costs, environmental fees, equipment rental, demurrage, fuel surcharges, delivery/freight charges, security surcharges, cost associated with obtaining permits or any other extraneous charges unless stated clearly on the bid form. **Pricing provided in bid, or on any resultant invoice, shall not include travel to and from successful bidder's place of business or fuel surcharges.**

Item #	Item Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Extended Price
1.	Sodium Hypochlorite 12.5%	Gallon	\$0.859/Gal	360,805 gallons	\$309,931.50
2.	Estimated time of Delivery in Days ARO:	2-3 Days ARO			
3.	Additional cost for Emergency Delivery: (next day delivery)	Included			

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation to exercise an option to renew an Agreement with HydroPro Solutions LLC for providing Master Meter water meters and registers for the Advanced Metering Infrastructure system with a not to exceed amount of \$1,000,000. -- Mike Stasny, Technical Services Manager/Rosemary Ledesma, Purchasing Manager

ITEM SUMMARY:

This item is to request approval of renewal of the sole source annual purchase agreement to HydroPro Solutions LLC with an increase of the not to-exceed amount to \$1,000,000 for continuous supply of water meters and registers on an as needed basis. This is a five year Agreement, exercising the second annual extension option, with two annual extension options remaining under the contract.

COMMENTS:

The Local Government Code, Section 252.022, (7) (A) approves exemption from competitive bidding laws for procurement of items available from only one source because of patents, copyrights, secret processes, or natural monopolies.

STAFF RECOMMENDATION:

Staff recommends approval of this renewal.

FINANCIAL IMPACT:

Total annual cost is not to exceed \$1,000,000 for these parts.

SUBMITTED BY:

Rosemary Ledesma, Purchasing Manager (skm)

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Renewal Agreement No 2	Backup Material
<input type="checkbox"/>	17-0073-GC - Hydro Pro Solutions	Backup Material

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the “City”), and **HYDROPRO SOLUTIONS LLC**. (the “Contractor”), collectively, the **PARTIES** follows:

WHEREAS, the Parties entered into an Agreement on June 13, 2017 for the purchase of Master Meter Water Meters, Registers, and related items for the City’s Advanced Metering Infrastructure, Contract No. 17-0073-GC (the “Original Agreement”),

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The initial term of the Original Agreement ended on June 12, 2018.
2. The Original Agreement provided for (4) four additional one (1) year renewal terms.
3. The Parties agreed to renew the Original Agreement for a first renewal term that ends on June 12, 2019.
4. The Parties agree to renew the Original Agreement for a second renewal term which will begin immediately upon the expiration of the first renewal term and will end on June 12, 2020, this being the second renewal term.
5. This renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.
6. During this renewal term, the City will pay the Contractor an amount not to exceed one million dollars (\$1,000,000).
7. All other terms and conditions of the Original Agreement remain in full force and effect.

HYDROPRO SOLUTIONS, LLC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GEORGETOWN

By: _____
Mayor, Dale Ross

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

CONTRACT ROUTING FORM

Contract No. 17-0073-GC Project No. _____ Bid No. _____ RFP No. _____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Hydro Pro Solutions, LLC

CONTRACT DESCRIPTION: Master Meter water meters for COG's AMR/AMI system.

CONTRACT VALUE: \$325,000 Annually

GL ACCOUNT NO: 660-00527-52-147

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. _____

SIGNATURES RECOMMENDING APPROVAL

Rosemary L. Lusua 6/5/17
PURCHASING/CONTRACT COORDINATOR DATE

N/A _____
LEGAL DEPARTMENT DATE

Leyh Wallace 6/5/17
DIRECTOR ADMINISTERING CONTRACT DATE
(greater than \$10,000)

APPROVED and EXECUTED

N/A _____
DIRECTOR ADMINISTERING CONTRACT DATE
(\$10,000 or less)

N/A _____
CITY MANAGER/ASST CITY MANAGER DATE
(\$50,000 or less)

Dale Ren 6/13/17
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

[Signature] 7.10.17
PURCHASING DATE

for Purchasing Use Only

Insurance Certificates:
Performance Bond:
Payment Bond:
Form 1295:

For City Secretary Use Only

Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: Item No.:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-227635

Date Filed:
06/22/2017

Date Acknowledged:

7-10-17

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

HydroPro Solutions, LLC
Georgetown, TX United States

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

City of Georgetown, TX

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

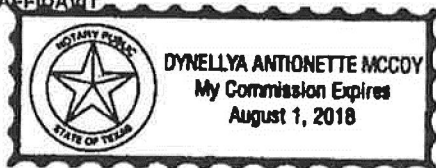
10GEOR2017
Water metering equipment/devices

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Phillips, Chris	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Chris Phillip

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dynellya Antonette McCoy, this the 22 day of June, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**CONTRACT BETWEEN THE CITY OF GEORGETOWN ("City") AND
HYDROPRO SOLUTIONS, LLC. ("Contractor")**

for

**Supply of Master Meter Water Meters,
Registers and Related Items for City's
Advanced Metering Infrastructure (AMI)
System**

Contract No. 17-0073-GC

This General Supply Contract is by and between HYDROPRO SOLUTIONS, LLC. ("HYDROPRO"), having offices at 100 East Whitestone Blvd., Suite 148, Cedar Park, TX 78613 and the City of Georgetown ("City."), a Texas Home-Rule Municipal Corporation, and is effective as of the date executed by the City ("Effective Date").

- 1.1 **This Contract is composed of the following Contract documents and any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order with the top level precedential document always first in listings below:**

- 1.1.1 This Contract Summary Page;
- 1.1.2 Exhibit 1, City of Georgetown Standard Terms and Conditions; and
- 1.1.3 Exhibit 2, City of Georgetown Supplemental Terms and Conditions.

- 1.2 **Consideration.** In consideration for the goods and/or services provided under the contract, the Contractor shall be paid a total not to exceed amount of \$325,000.00 annually in accordance with this Contract. Payment for goods provided shall be made, in accordance with the Price List inserted below, following Acceptance (or Final Acceptance) of the Goods and/or Services by the City.

Price List		
Part#	Description	Each
345410	¾" Water Meter	\$140.00
345411	1" Water Meter	\$185.00
345415	5/8" Water Meter	\$140.00
345416	1-1/2" Water Meter	\$420.00
345412	2" Water Meter	\$555.00
345431	1" Water Meter Western District	\$303.11
345430	¾" Water Meter Western District	\$253.00
345418	¾" Register	\$96.00
345419	1" Register	\$96.00
345420	1-1/2" Register MJ	\$105.00
345422	1-1/2" Register MS	\$105.00
345421	2" Register MJ	\$105.00
345423	2" Register MS	\$105.00
345499	¾" Register Western District	\$162.67
345409	1" Direct Read Water Meter	\$144.17
345405	¾" Water Meter Less Register	\$54.99

This Contract (including any Exhibits) constitutes the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be

Contract No. 17-0073-GC for Master Meter water
meters, registers and related items

Page 1 of 9

This Contract (including any Exhibits) constitutes the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

HYDROPRO SOLUTIONS, LLC

Greg Broyles
Signature

Greg Broyles
Printed Name

Vice President of Sales
Title

June 12, 2017
Date

CITY OF GEORGETOWN

By: Dale Ross
Dale Ross, Mayor

6/13/17
Date

[Signature]
Approved as to Form:
City Attorney

6 13 17
Date

Exhibit 1

CITY OF GEORGETOWN STANDARD TERMS AND CONDITIONS

A. 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 the Agreement, except to the extent required by applicable law.

B. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

C. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the 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 Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting 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 the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the 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.

D. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the 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 below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

E. 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 equipment and materials used 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.

F. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the 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 quote, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service 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.

G. 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.

H. 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.

I. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

J. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. IF THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

K. 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 the 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

Contract No. 17-0073-GC for Master Meter water meters, registers and related items

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.

L. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

M. INTERPRETATION

The 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 the Agreement. Although the 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 the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

N. 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 the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the 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 the Agreement be determined to be void.

O. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

P. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment 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.

Q. MANAGEMENT

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

R. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's quote or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Contract No. 17-0073-GC for Master Meter water meters, registers and related items

Page 5 of 9

Manager.

S. 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.

T. 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 goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, 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 goods, supplies, materials, equipment delivered, or 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 goods, supplies, material or equipment delivered, 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 the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges.

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.

U. 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 the Agreement.

V. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other

provision.

W. SURVIVABILITY OF OBLIGATIONS

All provisions of the 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 the Agreement.

X. VENDOR'S OBLIGATION:

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

Y. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Agreement shall be Georgetown, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

Z. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Exhibit 2
City of Georgetown Supplemental Purchase Terms and Conditions

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the Agreement shall become effective from date of acceptance and approval by the City of Georgetown. It shall remain in full force and effect with firm fixed prices for twelve (12) months.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) years [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices under the original agreement may, by mutual consent, be increased pursuant to the escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of the contract. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Contractor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which bids opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period. The Contractor may offer price decreases in excess of the allowable percent change.

Supplier(s) are required to give a sixty (60) day written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. COMMODITIES/EQUIPMENT

1. Material Safety Data Sheets:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. Assembly:

Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation.

3. Goods:

Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. Packaging Of Deliverables:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. Warranty:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's

warranty at the time of delivery.

6. No Limitation Of Manufacturers' Warranties:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

7. Special Tools And Equipment:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

D. DELIVERY

1. Delivery Terms, Transportation Charges, FOB:

Deliverables shall be shipped FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. No Substitutions Or Cancellations:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. Notice Of Delay In Delivery:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery or failure to meet specifications authorizes the City to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. Delivery Location, Hours, Days, Holidays:

Unless otherwise specified, all deliveries must be made to City of Georgetown, Central Receiving, 300-1 Industrial Avenue, Georgetown, TX, between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays (see <http://georgetown.org/contact-us/holiday-schedule/> for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Vendor is responsible for all expenses associated delivering items to their correct destination.

5. No Shipment Under Reservation:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. Title/Risk Of Loss:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. Right Of Inspection And Rejection:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. The Vendor will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Vendor may be charged the full increase in cost, if any. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. Acceptance Of Incomplete Or Non-Conforming Goods:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. REGULATIONS and STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Council Meeting Date: June 13, 2017

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments

Ordinance Publication Date: _____

Must be published 72 hours before meeting; deadline to WC Sun is 11:00 Monday

Draft Ordinance to City Secretary: _____

Draft ordinance must be given to City Secretary one week before Council meeting

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve a contract with Hydro Pro Solutions, LLC to provide Master Meter water meters, registers and related items for the Advanced Metering Infrastructure system in an amount not to exceed \$325,000. --Rosemary Ledesma, Purchasing Manager.

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

This item is to request approval of a sole source purchase to Hydro Pro Solutions, LLC for a one (1) year initial term and four (4) annual extension options for providing Master Meter water meters, registers and related items on an as needed basis.

GUS initially purchased the Advanced Metering Infrastructure (AMI) system in 2010 from Elster Solutions, Inc. The purchase was for the acquisition and deployment of an AMI system for an amount not to exceed \$8,600,000. The AMI project required Elster Solutions to provide various AMI compatible electric and water hardware items including meters, gatekeepers and endpoint units.

Elster Solutions installed AMI compatible water meters and registers manufactured by Master Meter for the City's AMI system. The water products manufactured by Master Meter are proprietary parts to the AMI system. Hydro Pro Solutions, LLC, of Cedar Park, Texas is the sole authorized AMR/AMI meter systems provider of Master Meter products in the Austin metropolitan area. This distributor will be responsible for supplying and providing warranty support in repair or replacement of Master Meter water products as required by the City.

Master Meter, Inc. has confirmed confidence that Hydro Pro Solutions can meet future supply needs required by the City.

FINANCIAL IMPACT:

Total annual cost is not to exceed \$325,000. Funding for the extension options is contingent upon available funding in future budgets.

COMMENTS:

The Local Government Code, Section 252.022, (7) (A) approves exemption from competitive bidding laws for procurement of items available from only one source because of patents, copyrights, secret processes, or natural monopolies.

ATTACHMENTS:

Sole Source Letter from Master Meter, Inc.
AMI Contract Summary & Signatures



101 REGENCY PARKWAY
MANSFIELD, TX 76063
817-842-8000
FAX 817-842-8100

Mr. Mr. Paul Conomos
Warehouse Supervisor
City of Georgetown
300 Industrial Ave. #1
Georgetown TX 78626

May 1, 2017

Dear Mr. Conomos,

Hydro Pro Solutions of Cedar Park Texas is the sole authorized AMR/AMI Meter Systems Provider of Master Meter products in the Austin metropolitan area. Additionally, Hydro Pro Solutions will work in conjunction with the City of Georgetown to maintain an inventory of Master Meter water meters equipped with AccuLinx™ encoder registers and accessories to serve the specific needs of the City of Georgetown and its contractors. This insures access to our products and could possibly eliminate potential delays in delivery. Master Meter is very confident that HPS will provide quality sales and service to the City of Georgetown resulting in a successful project and long term business relationship.

Please do not hesitate to contact me if you have any questions regarding this letter. Thank you for your consideration of Master Meter brand products.

Best regards,

Ric O'Connor
Regional Sales Manager
Master Meter, Inc.
817-313-9835
roconnor@mastermeter.com

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation to renew an Agreement with Wesco Distribution, Inc. to provide Honeywell electric meters and related items for the Advanced Metering Infrastructure system in an amount not to exceed \$420,000. -- Mike Stasny, Technical Services Manager/Rosemary Ledesma, Purchasing Manager

ITEM SUMMARY:

This item is to request approval of renewal of the sole source annual purchase agreement to Wesco Distribution, Inc. in an amount not-to-exceed \$420,000 for continuous supply of electric meters on an as needed basis. This is a five year Agreement, exercising the second annual extension option, with two annual extension options remaining under the contract.

The electric products manufactured by Honeywell are proprietary parts to the AMI system. Wesco Distribution, Inc. is the sole authorized distributor of Honeywell Energy Axis AMI electric meters in the State of Texas.

COMMENTS:

The Local Government Code, Section 252.022, (7) (A) approves exemption from competitive bidding laws for procurement of items available from only one source because of patents, copyrights, secret processes, or natural monopolies.

STAFF RECOMMENDATION:

Staff recommends approval of this renewal.

FINANCIAL IMPACT:

Total annual cost is not to exceed \$420,000 for these parts.

SUBMITTED BY:

Rosemary Ledesma, Purchasing Manager (skm)

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Wesco Renewal Agreement No 2	Backup Material
<input type="checkbox"/>	17-0074-GC - WESCO - Meters contract	Backup Material

RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the “City”), and **WESCO DISTRIBUTION, INC.** (the “Contractor”), collectively, the **PARTIES** follows:

WHEREAS, the Parties entered into an Agreement on June 13, 2017 for the purchase of Honeywell Electric Meters and for Water Modules related to the City’s Advanced Metering Infrastructure, Contract No. 17-0074-GC (the “Original Agreement”),

WHEREAS, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The initial term of the Original Agreement ended on June 12, 2018.
2. The Original Agreement provided for (4) four additional one (1) year renewal terms.
3. The Parties agreed to renew the Original Agreement for a first renewal term that ends on June 12, 2019.
4. The Parties agree to renew the Original Agreement for a second additional term which will begin immediately upon the expiration of the first renewal term and will end on June 12, 2020, this being the second renewal term.
5. This renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.
6. During this renewal term, the City will pay the Contractor an amount not to exceed four hundred twenty thousand dollars (\$420,000.00).
7. All other terms and conditions of the Original Agreement remain in full force and effect.

WESCO DISTRIBUTION, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GEORGETOWN

By: _____

Mayor, Dale Ross

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

CONTRACT ROUTING FORM

Contract No. 17-0074-GC Project No. _____ Bid No. _____ RFP No. _____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Wesco Distributing, Inc.

CONTRACT DESCRIPTION: Honeywell electric meters for the Energy Axis AMI electric system.

CONTRACT VALUE: \$420,000 Annually

GL ACCOUNT NO: 610-5-0525-52-147 (\$120K) 660-5-0528-52-147 (\$300K)

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. _____

SIGNATURES RECOMMENDING APPROVAL

Rosemary L. Liden 6/5/17
PURCHASING/CONTRACT COORDINATOR DATE

N/A _____
LEGAL DEPARTMENT DATE

Larry Wallace 6/5/17
DIRECTOR ADMINISTERING CONTRACT DATE
(greater than \$10,000)

APPROVED and EXECUTED

N/A _____
DIRECTOR ADMINISTERING CONTRACT DATE
(\$10,000 or less)

N/A _____
CITY MANAGER/ASST CITY MANAGER DATE
(\$50,000 or less)

DeRosa 6/13/17
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

DeRosa 7-10-17
PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: N/A
Performance Bond: N/A
Payment Bond: N/A
Form 1295: _____

For City Secretary Use Only
Originals sent to CSO: _____
Scanned into Laserfiche/Global: _____
Council Date: _____ Item No.: _____

CONTRACT BETWEEN THE CITY OF GEORGETOWN ("City") AND
WESCO DISTRIBUTION, Inc. ("Contractor")

for
Supply of Honeywell Electric Meters and for
Water Modules and Related Items for City's
Advanced Metering Infrastructure (AMI)
System

Contract No. 17-0074-GC

This General Supply Contract is by and between WESCO DISTRIBUTION, Inc. ("WESCO"), having offices at 4410 Dividend, San Antonio, TX 78219 and the City of Georgetown ("City"), a Texas Home-Rule Municipal Corporation, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following Contract documents and any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order with the top level precedential document always first in listings below:

- 1.1.1 This Contract Summary Page;
- 1.1.2 Exhibit 1, City of Georgetown Standard Terms and Conditions; and
- 1.1.3 Exhibit 2, City of Georgetown Supplemental Terms and Conditions.

1.2 **Consideration.** In consideration for the goods and/or services provided under the contract, the Contractor shall be paid a total not to exceed amount of \$420,000.00 annually in accordance with this Contract. Payment for goods provided shall be made, in accordance with the Price List inserted below, following Acceptance (or Final Acceptance) of the Goods and/or Services by the City.

1.3

Price List			
City	Part	Description	Each
366900		Meter, Form 1S, Type R2S, REX2 w/o Disconnect	\$97.64
366901		Meter, Form 2S, Type R2S, NET 200 amp	\$95.29
366902		Meter, Form 2S, Type R2S, NET 320 amp	\$101.17
366910		Meter, Form 4S, Type A3TL, Class 20	\$407.00
366911		Meter, Form 9S, Type A3TL, Class 20	\$407.00
366912		Meter, Form 16S, Type A3TL, Class 200 Amp	\$407.00
366913		Meter, Form 16S, Type A3TL, Class 320 Amp	\$418.82
366914		Meter, Form 35S, Type A3TL, Class 20 Amp	\$407.00
366915		Meter, Form 3S, Type A3TL, Class 20 Instrument	\$407.00
366917		Meter, Form 36S, Type A3TL, Class 20 Amp	\$407.00
366918		Meter, Form 2S, Type R2SD, with Disconnect	\$134.00
366919		Meter, Form 2S, Type A3TL, 480 Volt, 200 amp	\$407.00
366920		Meter, Electric, Form 2S, Type R2S, House 200 amp	\$95.79
366922		Meter, Form 12S, Type R2SD, Network with Disconnect	\$151.76
366923		Meter, Form 2S, Type R2S, 320 amp	\$101.17
366924		Meter, Form 16S, Type A3RL, Class 200 Amp	\$487.00
366925		Meter, Form 16S, Type A3RL, Class 320 Amp	\$498.82
366927		Meter, Form 12S, Type R2S, Class 200 w/o Disconnect	\$112.94
366928		Meter, Form 12S, Type A3TL, Class 200 Amp	\$407.00
366937		Meter, Electric, 16S CI 200, ZD3310P80L4, Bi-Directional for Solar	\$487.00
366938		Meter, Electric, 16S, CL320, ZD3410P80L4, Bi-Directional for Solar	\$498.82

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water modules and related items

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366940	Meter, 16S, CI 200, 120-480V, Remote DS, ZD3310P80L4	\$487.00
366941	Meter, CL 320 120-480 RD ZD3410P80L4	\$498.82
345400	Meter water module the ¾" water meters	Honeywell
	Water module mounting kit	Honeywell
345413	3" Water Meter	Honeywell
345414	4" Water Meter	Honeywell

This Contract (including any Exhibits) constitutes the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

WESCO DISTRIBUTION, Inc.
HYDROPRO SOLUTIONS, LLC


Signature

Morgan Snoga
Printed Name

Account Manager
Title

6/13/17
Date

CITY OF GEORGETOWN

By: 

Dale Ross, Mayor

6/13/17
Date


Approved as to Form
City Attorney

6/13/17
Date

Exhibit 1

CITY OF GEORGETOWN STANDARD TERMS AND CONDITIONS

A. 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 the Agreement, except to the extent required by applicable law.

B. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

C. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the 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 Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting 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 the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the 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.

D. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the 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 below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

E. 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 equipment and materials used 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.

F. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the 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 quote, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service 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.

G. 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.

H. 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.

I. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

J. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. IF THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

K. 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 the 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 Contract No. 17-0074-GC for Honeywell electric meters, water modules and related items

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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.

L. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

M. INTERPRETATION

The 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 the Agreement. Although the 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 the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

N. 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 the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the 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 the Agreement be determined to be void.

O. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

P. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment 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.

Q. MANAGEMENT

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

R. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's quote or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Contract No. 17-0074-GC for Honeywell electric meters, water modules and related items

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Manager

S. 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.

T. 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 goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, 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 goods, supplies, materials, equipment delivered, or 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 goods, supplies, material or equipment delivered, 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 the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges.

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.

U. 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 the Agreement.

V. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other

provision

W. SURVIVABILITY OF OBLIGATIONS

All provisions of the 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 the Agreement.

X. VENDOR'S OBLIGATION

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

Y. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Agreement shall be Georgetown, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure Injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

Z. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Exhibit 2
City of Georgetown Supplemental Purchase Terms and Conditions

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the Agreement shall become effective from date of acceptance and approval by the City of Georgetown. It shall remain in full force and effect with firm fixed prices for twelve (12) months.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) years [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices under the original agreement may, by mutual consent, be increased pursuant to the escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of the contract. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Contractor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the Index announced for the month in which bids opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period. The Contractor may offer price decreases in excess of the allowable percent change.

Supplier(s) are required to give a sixty (60) day written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. COMMODITIES/EQUIPMENT

1. Material Safety Data Sheets:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. Assembly:

Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation.

3. Goods:

Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. Packaging Of Deliverables:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. Warranty:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's

warranty at the time of delivery.

6. No Limitation Of Manufacturers' Warranties:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

7. Special Tools And Equipment:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

D. DELIVERY

1. Delivery Terms, Transportation Charges, FOB:

Deliverables shall be shipped FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. No Substitutions Or Cancellations:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. Notice Of Delay In Delivery:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery or failure to meet specifications authorizes the City to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. Delivery Location, Hours, Days, Holidays:

Unless otherwise specified, all deliveries must be made to City of Georgetown, Central Receiving, 300-1 Industrial Avenue, Georgetown, TX, between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays (see <http://georgetown.org/contact-us/holiday-schedule/> for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Vendor is responsible for all expenses associated delivering items to their correct destination.

5. No Shipment Under Reservation:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. Title/Risk Of Loss:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. Right Of Inspection And Rejection:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. The Vendor will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Vendor may be charged the full increase in cost, if any. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. Acceptance Of Incomplete Or Non-Conforming Goods:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. REGULATIONS and STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

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THE POWER OF **CONNECTED**

Smart Energy Electricity Americas

208 South Rogers Lane
Raleigh, NC 27616
www.honeywell.com

May 15, 2017

Mr. Mike Maldonado
Georgetown Utility Systems
300-1 Industrial Ave.
Georgetown, TX. 78627

Dear Mike,

To confirm our conversation and as of the email, Wesco is Honeywell's sole distributor of Energy Axis AMI electric meters in the State of Texas. Since the City of Georgetown has deployed an Energy Axis AMI electric system Wesco can supply the City with Honeywell electric meters that include the Energy Axis AMI module.

Sincerely,

Jim

Jim Krzyzaniak
Region Director
Honeywell | Smart Energy
Office: 817.964.3630
Mobile: 910.819.4998

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

WESCO Distribution
San Antonio, TX United States

Certificate Number:
2017-231959

Date Filed:
07/05/2017

Date Acknowledged:

7-10-17

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

City of Georgetown

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

17-0074-GC
Metering Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WESCO Distribution	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

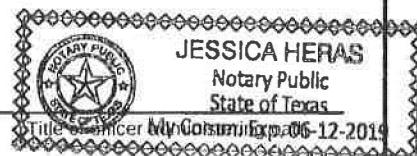
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Morgan Snoga
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Morgan Snoga, this the 7th day of July, 2017, to certify which, witness my hand and seal of office.

Jessica Heras Jessica Heras SMSS
Signature of officer administering oath Printed name of officer administering oath



Council Meeting Date: June 13, 2017

or

Council Workshop Date: _____

Regular Agenda ☐

Consent ☒

Executive Session ☐

Attachments

Ordinance Publication Date: _____

*Must be published 72 hours before meeting; deadline to WC
Sun is 11:00 Monday*

Draft Ordinance to City Secretary: _____

*Draft ordinance must be given to City Secretary one week before
Council meeting*

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action to approve a contract with Wesco Distribution, Inc. to provide Honeywell electric meters, water modules and related items for the Advanced Metering Infrastructure system in an amount not to exceed \$420,000.

Rosemary Ledesma, Purchasing Manager.

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

This item is to request approval of a sole source purchase to Westco Distribution, Inc. for a one (1) year initial term and four (4) annual extension options for providing Honeywell electric meters, water modules and related items on an as needed basis.

GUS initially purchased the Advanced Metering Infrastructure (AMI) system in 2010 from Elster Solutions, Inc. The purchase was for the acquisition and deployment of an AMI system for an amount not to exceed \$8,600,000. The AMI project required Elster Solutions to provide various AMI compatible electric and water hardware items including meters, gatekeepers and endpoint units.

Elster Solutions installed AMI compatible electric meters and water modules manufactured by Honeywell for the City's AMI system. The electric products manufactured by Honeywell are proprietary parts to the AMI system. Wesco Distribution, Inc. is the sole authorized distributor of Honeywell Energy Axis AMI electric meters and the water modules in the State of Texas. This distributor will be responsible for supplying and providing warranty support in repair or replacement of Honeywell electric and water products as required by the City.

FINANCIAL IMPACT:

Total annual cost is not to exceed \$420,000. Funding for the extension options is contingent upon available funding in future budgets.

COMMENTS:

The Local Government Code, Section 252.022, (7) (A) approves exemption from competitive bidding laws for procurement of items available from only one source because of patents, copyrights, secret processes, or natural monopolies.

ATTACHMENTS:

Sole Source Letter from Honeywell
AMI Contract Summary & Signatures

**GENERAL AGREEMENT
FOR
CITY OF GEORGETOWN, TEXAS
CONTRACT NO. 2011-507-C**

1. **GENERAL:** The CITY OF GEORGETOWN, TEXAS, a Texas home rule municipal corporation (hereinafter referred to as "**COG**"), and ELSTER SOLUTIONS, LLC, a Delaware limited liability company (hereinafter referred to as "**Elster**"), enter into this General Agreement for Advanced Metering Infrastructure (the "**General Agreement**") including all Exhibits as described in Paragraph 4 below (collectively, the "**Agreement**") as of the 20th day of December, 2010 (the "**Effective Date**"). COG and Elster may be referred to individually herein as the "**Party**" or collectively as the "**Parties**".
2. **DEFINITIONS:** The meaning of Terms, Acronyms and Abbreviations, are defined in Exhibit E and throughout this Agreement. When required, the plural will include the singular and the singular will include the plural.
3. **AGREEMENT TERM:** The term of this Agreement will be for a period of thirty-six (36) months from the Effective Date ("**Term**"). The Term may be extended upon mutual written agreement.
4. **ENTIRE AGREEMENT:** This General Agreement, together with the Exhibits attached hereto constitute the entire Agreement between the Parties for all legal purposes, and supersede and cancel any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended except in a written change signed by both of the Parties hereto.

This Agreement shall include (the "**Agreement Documents**");

- General Agreement
- Exhibit A – Schedule of Prices
- Exhibit B – Technical Specifications & Statement of Work
- Exhibit C – Software License Agreement ("**SLA**")
- Exhibit D – System Maintenance Agreement ("**SMA**")
- Exhibit E – Definitions
- Exhibit F – Warranties
- Exhibit G – Insurance Requirement Affidavit

The SLA and SMA are included herein, as their signing by the Parties is a requirement for completion of the Agreement. The SLA and SMA will survive the earlier expiration or termination of the General Agreement and shall stand alone for the duration of their individual terms.

5. **ORDER OF PRECEDENCE:** All Agreement Documents and subsequently executed Addenda, Amendments or Modifications to the Agreement Documents are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all,

goods at the time of purchase. COG will furnish an exemption certificate to Elster on request and cooperate with Elster in obtaining such certification. Elster shall not include any such taxes in its applications to COG for payment, and COG shall not pay any such taxes if Elster fails to acquire a limited sales, excise and use tax permit or exemption certificate as required by this Paragraph 8.

9. **PROGRESS PAYMENTS:** Elster shall submit monthly applications for payments in writing to COG. COG shall make progress payments according to: (i) pricing in Exhibit A, (ii) any applicable change orders on the basis of Elster's applications for payment, and (iii) in accordance with the schedule below (the "**Progress Payments**"), less applicable Retainage as described in Paragraph 10 below. Progress Payments will be made in accordance with the Prompt Payment Act.

Invoices and Progress Payments will be made in accordance with the following schedule:

- A. **Headend System Server Software** – Headend System Server Software shall be invoiced only after both (i) completion; and (ii) written acceptance by COG.
- B. **System Software License Fees** – The base software license fee and initial per meter license fees shall be invoiced only upon conclusion of each of the following: (i) completion of installation; (ii) completion of training at site; and (iii) written acceptance by COG. Additional per meter fees will be issued after any periodic audit, but not more than one (1) audit per calendar year shall be billed to COG. No credit will be given for audits resulting in fewer meters on the system.
- C. **Meters, Gatekeepers, and Endpoint Units** – Costs for Meters, Gatekeepers, and Endpoint Units shall be invoiced for actual quantities received upon arrival at Elster's warehouse within COG's service territory. All costs of installation of Meters, Gatekeepers and Endpoint Units shall be invoiced monthly upon completion of such installations. Elster may only order such Meters, Gatekeepers, and Endpoint Units in compliance with the Final Project Schedule, and COG shall not be obligated to pay costs for any Meters, Gatekeepers, or Endpoint Units ordered and received by Elster prior to times indicated in the Final Project Schedule. Final Project Schedule will be created during Phase 1 as defined in the SOW.
- D. **System Maintenance Fees** – Systems Maintenance Fees shall be invoiced upon completion of both (i) Software installation; and (ii) training for the first partial calendar year after installation, and annually thereafter unless terminated by COG in accordance with the SLA.
- E. **Project Support Services** - Shall be invoiced as follows:

Support invoice 1	\$241,300.00	Upon commencement of system planning according to <u>Exhibit B</u>
Support invoice 2	\$241,300.00	Upon completion of EA_MS site checkout and training according to <u>Exhibit B</u>
Support Invoice 3	\$241,300.00	Upon completion of all Work according to <u>Exhibit B</u>
TOTAL	\$723,900	Elster Project Services according to <u>Exhibit A</u>

(SIGNATURE PAGE OF ELSTER TO AMI GENERAL AGREEMENT)

ELSTER:

ELSTER SOLUTIONS, LLC, a Delaware limited liability company

By: [Signature]
Name: H. N. Klett
Title: V.P. Business Development

STATE OF NORTH CAROLINA

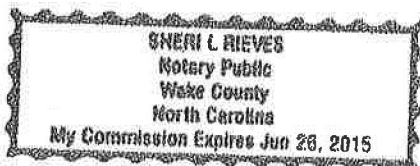
ACKNOWLEDGMENT

COUNTY OF Wake

This instrument was acknowledged before me on this the 15th day of December, 2010, by H. N. Klett, a person known to me, in his/~~her~~ capacity as V.P. Business Development of Elster Solutions, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]

Notary Public, State of North Carolina



City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation to approve Task Order KPA-19-006 with Kasberg, Patrick & Associates, LP of Georgetown, Texas, for professional services related to the 2019 EARZ Wastewater Rehabilitation - Area 2 in the amount of \$382,745.00. -- Wesley Wright, P.E., Systems Engineering Director / Michael Hallmark, CIP Manager

ITEM SUMMARY:

The Texas Commission Environmental Quality (TCEQ) regulations require that wastewater collection systems over the Edward Aquifer Recharge Zone (EARZ) be tested and defects be corrected. GUS Water/Wastewater Services Department performs all testing of the wastewater system and Kasberg, Patrick and Associates (KPA) reviews the city testing data and recommends remedial action needed to prevent exfiltration into aquifer.

This item will evaluate the testing information provided by the wastewater department and takes the remediation recommendation and engages the services of KPA to perform the necessary design, bidding, and construction management to enact the recommended repairs.

KPA is qualified because of their experience with reviewing City of Georgetown EARZ testing data and numerous projects they have done for the city. Pursuant to the Master Services Agreement, Task Order KPA-19-006 (attached) defines the scope of work as: Testing evaluation, surveying, schematic design, final design, bidding, and construction administration for the rehabilitation of defects in the existing wastewater system identified in the EARZ Wastewater Rehab – Area 2 testing. Improvements will replace by open cut and/or rehabilitate through trenchless or cured-in-place technologies, the existing vitrified clay piping system, offset pipe joints and brick manholes which are failing with a sound wastewater system that will adhere to current TCEQ regulations.

STAFF RECOMMENDATIONS:

Staff recommends executing Task Order KPA-19-006 for professional services for the 2019 EARZ Wastewater Rehabilitation – Area 2 with Kasberg, Patrick & Associates, LP of Georgetown, Texas, in the amount of \$382,745.00.

FINANCIAL IMPACT:

Funds for this expenditure are available in the Wastewater CIP Budget.

SUBMITTED BY:

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

ATTACHMENTS:

Description	Type
☐ KPA Task Order KPA-19-006	Backup Material
☐ Exhibit A - Detailed Project Scope	Backup Material
☐ Exhibit B - Fee Schedule	Backup Material
☐ Exhibit C - Map	Backup Material

TASK ORDER

Task Order No. KPA-19-006-TO,
consisting of 10 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick & Associates, LP ("Engineer") for Professional Services – Task Order Edition, dated March 23, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: 2019 EARZ Rehabilitation
- B. Description: Engineering Services for City of Georgetown's Wastewater System related to 2019 EARZ Wastewater Rehabilitation. Engineering services include system review, report, schematic design, final design, bidding and construction administration for identifying applicable rehabilitation methods and detailed opinions of probable cost
- 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: 2016-730-MSA

2. Services of Engineer

See Exhibit A, Scope of Services, attached.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: Consultant will require coordination from the City to convert image and video files into a format that Consultant can open. Additionally, Consultant may require assistance from City Staff to field locate manholes during the compilation period.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>System Review & Report</u>	<u>July 15, 2019</u>
<u>Report Preparation</u>	<u>July 30, 2019</u>
<u>90% Construction Plan</u>	<u>August 30, 2019</u>
<u>Bid Documents</u>	<u>September 30, 2019</u>

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services System Review & Report, Schematic Design, Final Design, Bidding and Construction Administration</i>	<i>A. Lump Sum</i>	<i>\$ 382,745.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants: none**

7. **Other Modifications to Agreement: none**

8. **Attachments:**

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

9. **Documents Incorporated By Reference:** The Agreement effective March 23, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019.

OWNER:

ENGINEER:

By: _____

By: Alvin R. Sutton III

Name: Dale Ross

Name: Alvin R (Trae) Sutton III, PE.CFM

Title: Mayor, City of Georgetown

Title: Principal

Engineer License or Firm's

Certificate No.

F-510

State of:

Texas

Date: _____

Date: 3-26-19

APPROVED AS TO FORM:

City Attorney

TASK ORDER

Owner:
Designated Representative for Task Order:

Engineer:
Designated Representative for Task Order:

Name: Chris Logan

Name: Michael C. Newman, P.E., CFM

Title: Senior Inspector

Title: Senior Project Manager

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

Address: 1008 South Main Street
Georgetown, TX 78626

E-Mail
Address: Chris.logan@georgetown.org

E-Mail
Address: MNewman@kpaengineers.com

Phone: 512-930-8143

Phone: 512-819-9478

Fax: _____

Fax: 254-733-6667

EXHIBIT A – DETAILED PROJECT SCOPE
2019 EDWARDS AQUIFER RECHARGE ZONE WASTEWATER REHABILITATION
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
GEORGETOWN, TEXAS

Project Description:

This project involves compiling and summarizing the testing results performed by City of Georgetown personnel in conjunction with 2019 Edwards Aquifer Recharge Zone (EARZ) Wastewater Rehabilitation. Once the data has been compiled, a determination will be made of the applicable rehabilitation methods and detailed opinions of probable cost will be generated. A final report will be prepared detailing this information. In addition, the project involves schematic design, final design, bidding and construction administration for the rehabilitation and/or replacement of wastewater system defects identified in the 2019 EARZ Wastewater Rehabilitation Preliminary Report. Improvements will include construction of wastewater infrastructure improvements and/or rehabilitation of existing infrastructure to remove infiltration and exfiltration of wastewater and assure proper sizing of the wastewater infrastructure. Typical system modifications include reconstruction of manholes and their benches/inverts, pipe lining or pipe replacement to facilitate proper flow through the system.

Scope of Services:

The scope of services associated with the preliminary design phase and report preparation for the 2019 EARZ Wastewater Rehabilitation includes:

- I. System Review and Report
 - A. Compilation and Review of Field Data
 - i. Manhole Inspections
 1. The ENGINEER will compile all existing manhole inspection data from the City of Georgetown into electronic form. This includes both the inspector's reports and manhole photos.
 2. The ENGINEER will review the existing information and generate individual manhole inspection reports including photographs and line connection details for each manhole.
 3. The ENGINEER will generate a Manhole Inspection Summary which identifies all manholes inspected as part of this project.
 4. The ENGINEER will produce an overall map to be included in the report that shows the location and condition of all inspected manholes.
 - ii. Video Inspections
 1. The ENGINEER will review the Wastewater Line Inspection Videos while noting areas with potential defects for further inspections.
 2. The ENGINEER will generate a Video Inspection Summary, which will include label, length, and material of all videoed lines.
 3. The ENGINEER will produce an overall map to be included in the report that shows the location and condition of all videoed wastewater line.

B. Defect Identification and Rehabilitation Method Recommendation

i. Manhole Inspections

1. The ENGINEER will identify all exfiltration and/or infiltration defects based on the information supplied by the City.
2. The ENGINEER will generate individual defect sheets for each defective manhole, which will include defect photos and the preliminary recommendation for a rehabilitation method.

ii. Video Inspections

1. The ENGINEER will identify all exfiltration and/or infiltration defects based on the videos supplied by the City.
2. The ENGINEER will generate individual defect sheets for each defective wastewater line, which will include screen captures of defects and the preliminary recommendation for a rehabilitation method.

C. Cost Estimation

- i. The ENGINEER shall generate a detailed Preliminary Opinion of Probable Construction Cost for the rehabilitation of each defect identified in this report.
- ii. The ENGINEER will produce a summary that will show the breakdown of construction costs for manhole rehabilitation, trenchless rehabilitation, and open cut rehabilitation. The ENGINEER will use this to make a recommendation of how to assemble the defects into the most efficient construction projects.

II. Report Preparation

- A. All testing, summaries, recommendations and Opinions of Probable Costs will be presented in a final report.
- B. The ENGINEER will present two copies of the 90% Review Set to the City for review.
- C. The ENGINEER will incorporate all comments into the Final Report.
- D. The ENGINEER will present electronic copy sets of the Final Report to the City.

Scope of Services:

The scope of services associated with final design, bidding and construction administration for this project to be provided by the ENGINEER includes design surveys, schematic design, wastewater construction and rehabilitation design, traffic control design, coordination with the City of Georgetown, bidding and construction administration. The engineering services will include the following:

III. Site Surveys

A. Obtain and review existing data

- i. The design team will collect existing data from the City of Georgetown and other utility providers to incorporate into the design surveys. For proposed open-cut wastewater main construction work, this will include existing water, wastewater, telephone, gas and other utilities that can be identified with help from respective utilities. The design team will work with the City to collect information on their systems and utilize one calls and direct contact with other utility providers to establish locations of existing utilities.

IV. Schematic Design

- A. The ENGINEER will incorporate all site surveys into computer aided drafting and develop topographies and surfaces. All existing utilities will be incorporated from data gathered. This will include topographic working drawings to prepare the schematic design.
- B. The ENGINEER will develop design schematics to illustrate the proposed improvements and sequence of construction. Exhibits of the schematic design will be produced and reviewed with City Staff. These shall include proposed construction techniques based on data discovered and received during the Design Surveys Phase. All comments from City Staff will be incorporated into the Schematic Design. Preliminary costs will be developed based on the schematic design and reviewed with City Staff.

V. Final Design

- C. The ENGINEER will incorporate the decisions and concepts from the schematic design meetings into the final design.
- D. The ENGINEER will develop plan and profile drawings for the proposed improvements and include existing utilities to show any conflict. If conflict does occur, the ENGINEER will design the project to avoid or relocate any conflicts.
- E. The ENGINEER will design wastewater rehabilitation and construction methods.
- F. The ENGINEER will incorporate the construction method for wastewater improvements into the final design. Plan sheets will be created for these sections and include details.
- G. The ENGINEER will prepare final details for the project and incorporate these into the final design sheets.
- H. The ENGINEER will prepare bid set documents that require the Contractor to provide, submit, and receive applicable SWPPP permits, implement erosion control measures and submit applicable Notice of Intent with the TCEQ.
- I. The ENGINEER will prepare final contract documents and specifications for the project. Five copies of these documents will be submitted to City Staff for review. All comments will be incorporated into the contract documents and specifications for final bidding documents.
- J. The ENGINEER will deliver review sets of the design sheet sets at 90% stage. Five sets will be delivered to the City for review. All comments will be incorporated in the design sets.
- K. The ENGINEER will prepare final design bidding documents to include plans, specifications and contract documents. The plan sheets will be on 11x17 sheets. Bid items will require the Contractor to include traffic control plans signed by a Texas registered Professional Engineer for work within roadways.
- L. The ENGINEER will prepare and submit a Sewage Collection System submittal to the TCEQ, where applicable for extending wastewater system.

- M. Rehabilitation work for this project involves existing public utility wastewater system lines and structures. Researching and obtaining additional easements is not included in the scope of this task order.

VI. Bidding

- N. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible.
- O. The ENGINEER will manage and distribute bidding documents.
- P. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.
- Q. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda.
- R. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them.
- S. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

VII. Construction Administration

- T. The ENGINEER will prepare contract documents; forward them to the contractor awarded the project by the Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution.
- U. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed.
- V. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor.
- W. The ENGINEER will hold regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor.
- X. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project.
- Y. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff.

- Z. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well.

- AA. The ENGINEER will develop final record drawings for the City of Georgetown Staff. The record drawings will be presented in electronic form (filename.PDF) with each plan sheet and provided deliverable via thumb drive or DVD. A full 11"x17" hard copy can also be made available upon request.

Exhibit B
Fee Schedule
2019 Edwards Aquifer Recharge Zone (EARZ) Wastewater Rehabilitation

System Review and Report	Clerical	CAD	EIT	PE	PM	Principal	Total Hrs.	Total Fee
Compile Manhole Data	8		65	30	15	7	125	\$ 15,115.00
Review Videos and Compile Raw Data	8		240	45	32	24	349	\$ 41,635.00
Summarize Defects		55	80	30	20	8	193	\$ 21,375.00
Recommend Rehabilitation Method			45	28	20	8	101	\$ 13,305.00
Prepare Detailed OPCs			28	8	4	4	44	\$ 5,460.00
Format Data into Report Sheets	20		120	30	6	4	180	\$ 19,510.00
Prepare Summary Maps		120	18	4	4	4	150	\$ 12,870.00
Draft Report Preparation	25		35	5	2	2	69	\$ 6,445.00
Incorporate Review Comments			4	2	2	2	10	\$ 1,410.00
Final Report Preparation	45		55	20	10	10	140	\$ 14,550.00
Subtotal System Review & Report	106	175	690	202	115	73	1361	\$ 151,675.00

Schematic Design	Clerical	CAD	EIT	PE	PM	Principal	Total Hrs.	Total Fee
Incorporate existing utilities data	-	40	18	-	4	8	70	\$ 7,130.00
Site Reconnaissance	-	8	37	25	-	8	78	\$ 9,460.00
Identification of Construction / Rehab Method	-	-	30	22	10	17	79	\$ 11,120.00
Design / Prepare Schematic Layout	-	48	48	16	13	12	137	\$ 15,280.00
Prepare Preliminary Cost Estimates	-	-	8	-	4	-	12	\$ 1,480.00
Meet with City Staff to Review	-	-	-	-	4	4	8	\$ 1,440.00
Subtotal Schematic Design	-	96	141	63	35	49	384	\$ 45,910.00

Final Design	Clerical	CAD	EIT	PE	PM	Principal	Total Hrs.	Total Fee
Incorporate schematics into Final Design	-	26	26	26	5	2	85	\$ 9,390.00
Prepare plan and profile sheets.	-	200	120	105	60	25	510	\$ 56,375.00
Illustrate Existing Utilities and Design to avoid conflicts	-	85	72	31	15	10	213	\$ 22,520.00
Design Roadway Repair / Surface Restoration	-	6	30	14	8	-	58	\$ 6,770.00
Design Erosion Control	-	6	6	4	2	2	20	\$ 2,340.00
Prepare Contract Documents and Specifications for Review	30	24	24	16	14	8	116	\$ 11,970.00
Review Final Design with City Staff & incorporate comments	-	15	27	15	7	7	71	\$ 8,505.00
Prepare Final Bid Documents	28	16	14	14	2	4	78	\$ 7,220.00
Subtotal Final Design	58	378	319	225	113	58	1,151	\$ 125,090.00

Bidding	Clerical	CAD	EIT	PE	PM	Principal	Total Hrs.	Total Fee
Advertise / Solicit Bidders	4	-	2	-	2	2	10	\$ 1,150.00
Distribute plans and specifications	8	-	4	2	-	-	14	\$ 1,130.00
Pre-Bid Conference	2	-	4	-	-	4	10	\$ 1,330.00
Answer Questions and Prepare Addenda	-	4	8	2	2	2	18	\$ 2,130.00
Receive & Tabulate Bids	4	-	4	2	2	-	12	\$ 1,230.00
Recommend Award	4	-	-	-	2	-	6	\$ 540.00
Subtotal Bidding	22	4	22	6	8	8	70	\$ 7,510.00

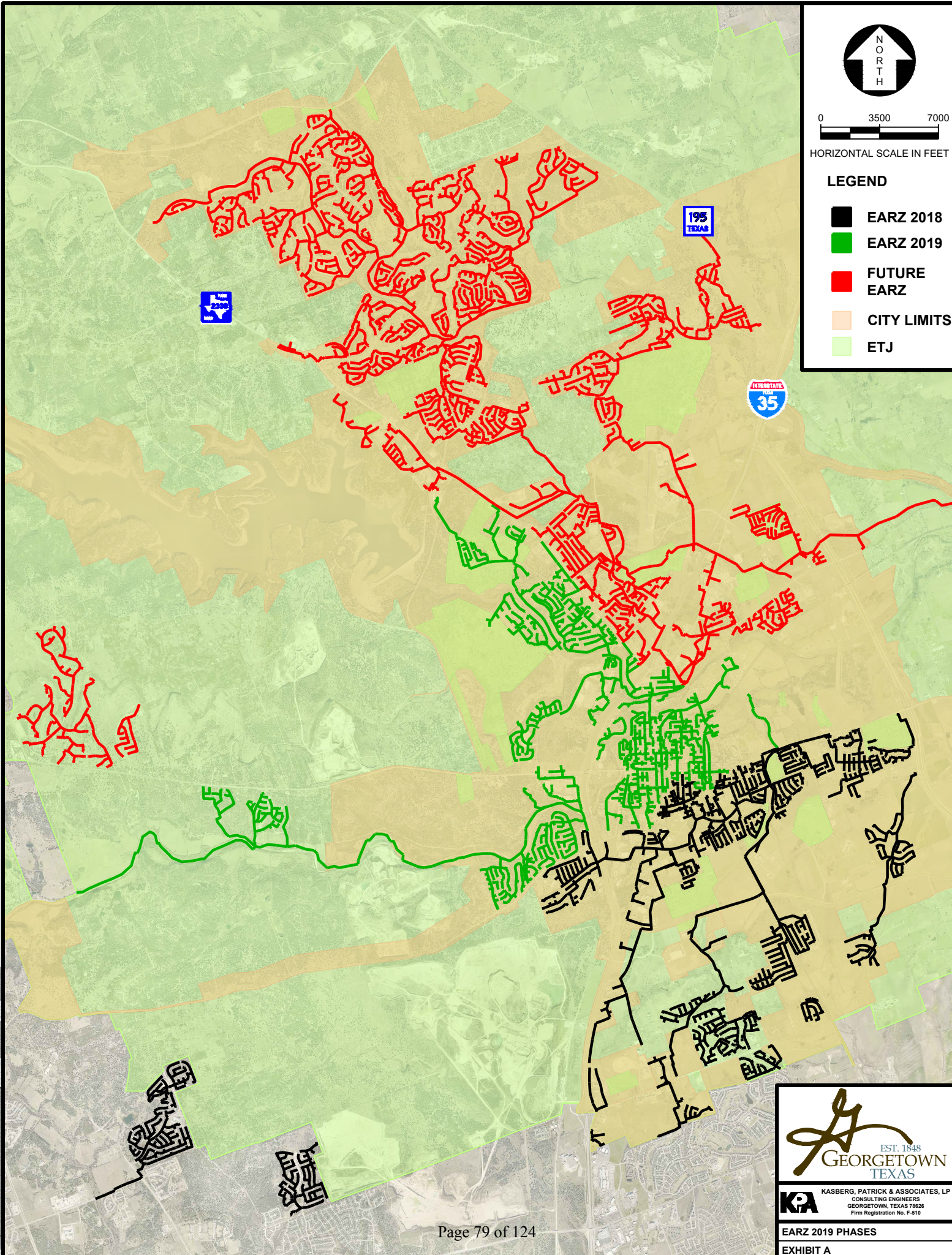
Construction Administration	Clerical	CAD	EIT	PE	PM	Principal	Total Hrs.	Total Fee
Prepare Contract Documents & distribute to Contractor	6	4	4	-	-	2	16	\$ 1,450.00
Review Submittals	6	-	24	10	5	2	47	\$ 5,400.00
Construction Meetings/minutes/etc.	10	-	28	30	30	12	110	\$ 14,740.00
Site Review	-	-	40	50	50	28	168	\$ 24,550.00
Final Walkthrough	-	-	-	-	10	10	20	\$ 3,600.00
Record Drawings	8	12	4	4	2	1	31	\$ 2,820.00
Subtotal Construction Administration	30	16	100	94	97	55	392	\$ 52,560.00

Summary of Labor & Cost	Clerical	CAD Tech	EIT	PE	PM	Principal	Total Hrs.	Total Fee
1. System Review and Report	106	175	690	202	115	73	1,361	\$ 151,675.00
2. Schematic Design	-	96	141	63	35	49	384	\$ 45,910.00
3. Final Design	58	378	319	225	113	58	1,151	\$ 125,090.00
4. Bidding	22	4	22	6	8	8	70	\$ 7,510.00
5. Construction Administration	30	16	100	94	97	55	392	\$ 52,560.00
Project Total	216	669	1,272	590	368	243	3,358	\$ 382,745.00

HORIZONTAL SCALE IN FEET

LEGEND

-  EARZ 2018
 EARZ 2019
 FUTURE
EARZ
 CITY LIMITS
 ETJ



City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation to approve Task Order # GVR-19-001-TO to Garver USA for the design of 12 inch water main from SE Inner Loop to the Vantage apartments along FM 1460 in the amount of \$61,663.00. -- Wesley Wright, P.E., Systems Engineering Director/ Michael Hallmark, CIP Manager

ITEM SUMMARY:

Task Order # GVR-19-001-TO to Garver USA for the design of 12 inch water main from SE Inner Loop to the Vantage apartments along FM 1460 inclusive of Survey, bidding services and construction support in the amount of \$61,663.00.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order # GVR-19-001-TO to Garver USA for the design of 12 inch water main from SE Inner Loop to the Vantage apartments along FM 1460 in the amount of \$61,663.00.

FINANCIAL IMPACT:

Funding for the project will be from the Water CIP budget.

SUBMITTED BY:

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

ATTACHMENTS:

Description	Type
 Garver TO	Cover Memo

TASK ORDER

Task Order No. GVR-19-001-TO,
consisting of _____ pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Garver ("Engineer") for Professional Services – Task Order Edition, dated November 1, 2016, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: FM 1460 12-inch Waterline Extension.
- B. Description: _____
- 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: 2017-739-MSA _____

2. **Services of Engineer**

See Attached Exhibit A, Services of Engineer.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following:

- A. Existing surveys, reports, drawings, test records and maps in the project area.
- B. Existing easement information in the project area.
- C. Contact information for utilities, including coordination with utilities and meetings with utilities in the project area.

TASK ORDER

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Geotechnical Engineering</u>	<u>30 days from Notice to Proceed</u>
<u>Survey</u>	<u>30 days from Notice to Proceed</u>
<u>Preliminary Design</u>	<u>45 days from Receipt of Survey</u>
<u>Final Design</u>	<u>45 days from approval of Preliminary</u>
	<u>Design</u>
<u>Bidding</u>	<u>60 days from approval of Final Design</u>
<u>Construction Phase Services</u>	<u>120 days from Construction Notice to</u>
	<u>Proceed</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services</i>		
<i>Geotechnical Services</i>	<i>A. Lump Sum</i>	<i>\$ 4,250.00</i>
<i>Survey</i>	<i>A. Lump Sum</i>	<i>\$ 6,372.00</i>
<i>Preliminary Design</i>	<i>A. Lump Sum</i>	<i>\$12,952.00</i>
<i>Final Design</i>	<i>A. Lump Sum</i>	<i>\$18,340.00</i>
<i>Bidding Services</i>	<i>A. Lump Sum</i>	<i>\$ 4,513.00</i>
<i>Construction Phase Services</i>	<i>A. Lump Sum</i>	<i>\$11,730.00</i>
<i>SubTotal</i>		<i>\$58,157.00</i>
<i>Supplemental Fee</i>		
<i>(Temporary Easement Document Preparation)</i>		<i>\$ 3,506.00</i>
<i>Total</i>		<i>\$61,663.00</i>

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

TASK ORDER

6. **Consultants:**

7. **Other Modifications to Agreement:**

Proposed Services of Engineer does not include services as shown in Exhibit A.

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement dated November 1, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2019,

OWNER:

By: _____

Name: Dale Ross

Title: Mayor, City of Georgetown

Date: _____

ENGINEER:

By: _____

Name: Jeff Sober, P.E.

Title: Senior Project Manager

Engineer License or Firm's

Certificate No. _____

F-5713

State of: _____

Texas

Date: _____

3/18/19

APPROVED AS TO FORM:

Skye Masson
Asst. City Attorney



TASK ORDER

My Commission Expires: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Joel Weaver

Title: Project Manager

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail
Address: Joel.Weaver@georgetown.org

Phone: 512-931-7698

Fax: 512-930-3559

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Greg Swoboda

Title: Project Manager

Address: 2300 Greenhill Drive
Suite 110
Round Rock, TX 78664

E-Mail
Address: GTSwoboda@GarverUSA.com

Phone: 512-485-0020

Fax: _____

**Georgetown Utility Systems
GVR-19-001-TO
FM 1460 12-inch Waterline Extension
Exhibit A
Services of Engineer**

1. General

Generally, the scope of services includes surveying, design, bidding services, and construction support services for the extension of approximately 1,800 LF of 12-inch waterline, and approximately 250 LF of 8-inch gravity sewer line. The waterline alignment will begin at the SW intersection of SE Inner Loop and FM 1460, extend south along FM 1460 to the south driveway entrance to the Vantage Apartments, and cross through existing encasement under FM 1460 to terminate on the east side of the road. The sewer line will extend from an existing manhole at the south driveway entrance to the Vantage Apartments, and cross through existing encasement under FM 1460 to terminate on the east side of the road.

2. Surveys

Survey is anticipated for the completion of the project, and will be performed by Inland Geodetics, LLC (Inland), as a subconsultant to Garver. These services will include topographic and right-of-way (ROW) definition, as well as boundary survey of existing easements.

Inland will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Inland will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Inland will establish control points for use during construction.

3. Geotechnical Services

Geotechnical services are anticipated for the completion of the project, and will be provided to Garver by Terracon Consultants, Inc. (Terracon) as a subconsultant to Garver. These services will include geotechnical boring, soils analysis, and lab testing services to determine geotechnical conditions along the proposed alignment.

Terracon will perform three (3) total borings: one (1) bore east of FM 1460 at the termination point, one (1) at the west end of the FM 1460 crossing at the proposed manhole location, and one (1) along the waterline alignment west of FM 1460, all to a depth of twenty (10) feet.

4. Preliminary Design

The Preliminary Design phase submittal will include plan and profile sheets of the proposed alignment, preliminary construction quantities, a draft outline of technical specifications, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

4.1 Coordination

Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts to resolve any potential utility conflicts. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will participate with the Owner in one (1) coordination meeting with the owners of Vantage Apartments, if necessary, to inform them of the project, discuss construction schedule, and to coordinate access maintenance.

Garver will furnish both preliminary and final plans to TxDOT as necessary to secure ROW access and standard utility permits. Garver anticipates attending two (2) coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

4.2 Temporary Easement Acquisition

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring any temporary construction easements required by the project. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary easement acquisition for each property. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review. **This service will result in a supplemental fee on top of the base fee presented herein, once the required temporary easements are identified in preliminary design.** The supplemental fee will only be assessed on an as-needed basis.

5. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

6. Bidding Services

During the bidding phase of the project, Garver will:

- A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
- C. Support the contract documents by preparing addenda as appropriate.
- D. Participate in a pre-bid meeting if necessary.
- E. Attend the bid opening.
- F. Prepare bid tabulation.
- G. Evaluate bids and recommend award.
- H. Prepare construction contracts.

7. Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

- A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- B. Prepare for and attend utilities coordination meeting.
- C. Attend progress/coordination meetings with the Owner/Contractor.

- D. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- E. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- F. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- G. Prepare and furnish record drawings based on working drawings maintained by the Owner's inspection staff.
- H. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
- I. Participate in a final project walkthrough, prepare punch list, review final project closing documents, and submit final pay request.

The proposed fee for Construction Phase Services is based on a 120-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

8. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. One (1) copy of the Geotechnical Report.
- B. Three copies of the Preliminary Design with opinion of probable construction cost.
- C. One copy of the Preliminary Plans to TxDOT.
- D. Three copies of the Final Design with opinion of probable construction cost.
- E. Two copies of the revised Final Design with opinion of probable construction cost for bidding purposes.
- F. One copy of the revised Final Plans to TxDOT.
- G. Two copies of the Final Plans and Specifications to the Contractor.
- H. Three copies of the right-of-way and/or temporary easement acquisition documents (if needed).
- I. One hard copy set of Record Drawings.
- J. Electronic files as requested.

9. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Environmental Services are not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.
- B. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- C. Permanent easement acquisition.
- D. Submittals or deliverables in addition to those listed herein.
- E. Pavement Design beyond that furnished in the Geotechnical Report.
- F. Design of any utilities other than water and sewer.
- G. Coordination with third-party entities other than TxDOT and Vantage Apartments.
- H. Retaining walls or other significant structural design.
- I. Street lighting or other electrical design.
- J. Preparation of a Stormwater Pollution Prevention Plan. The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
- K. Construction materials testing.
- L. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- M. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- N. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Consideration and possible recommendation on the FY20 Capital Improvement Plan -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:

Please see attached packet and presentation.

FINANCIAL IMPACT:

Please see attached.

SUBMITTED BY:

Wesley Wright, PE, Systems Engineering Director

ATTACHMENTS:

Description		Type
☐	FY20 CIP Presentation (GUS)	Backup Material
☐	FY20 CIP Packet (GUS)	Backup Material

FY20 Budget Capital Improvement Plan

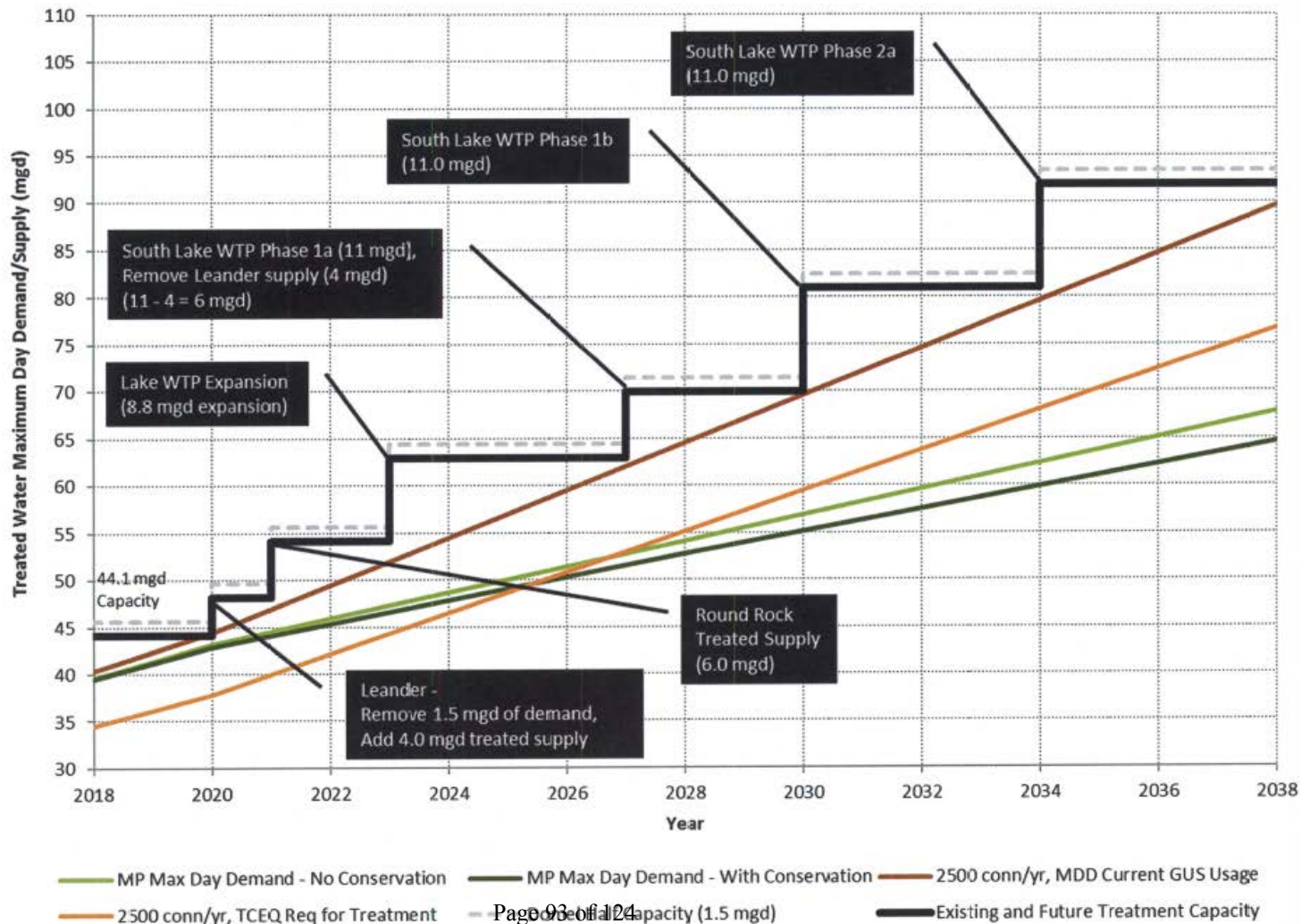
Georgetown Utility Systems Advisory Board
May 10, 2019

City Council
June 25, 2019

2019 Capital Improvement Plan

- Water - \$27,300,000
 - Treatment - \$20,250,000
 - Pumping - \$3,250,000
 - Distribution - \$3,050,000
 - Tanks - \$750,000
- Wastewater - \$17,000,000
- Irrigation (None)

Water – Treatment



Water – Treatment (cont'd)

- Lake WTP
 - 8MG Treatment and Pumping Expansion
 - \$8,000,000

- Southside WTP
 - Rehabilitation of valves, controls, filters
 - \$2,250,000

- Round Rock Treated Supply
 - Pump Station, Tank & Linework
 - \$10,000,000

Water - Pumping

- Hoover Pump Station
 - \$750,000
- Stonewall Ranch Pump Station
 - \$2,500,000



Water – Distribution & Tanks

- Carriage Oak Transmission
 - 12” Stonewall PS to Carriage Oaks EST
 - Continued growth out West, Fire Flow
 - \$500,000 (Design only FY20)
 - \$2,000,000 (Construction in FY21)

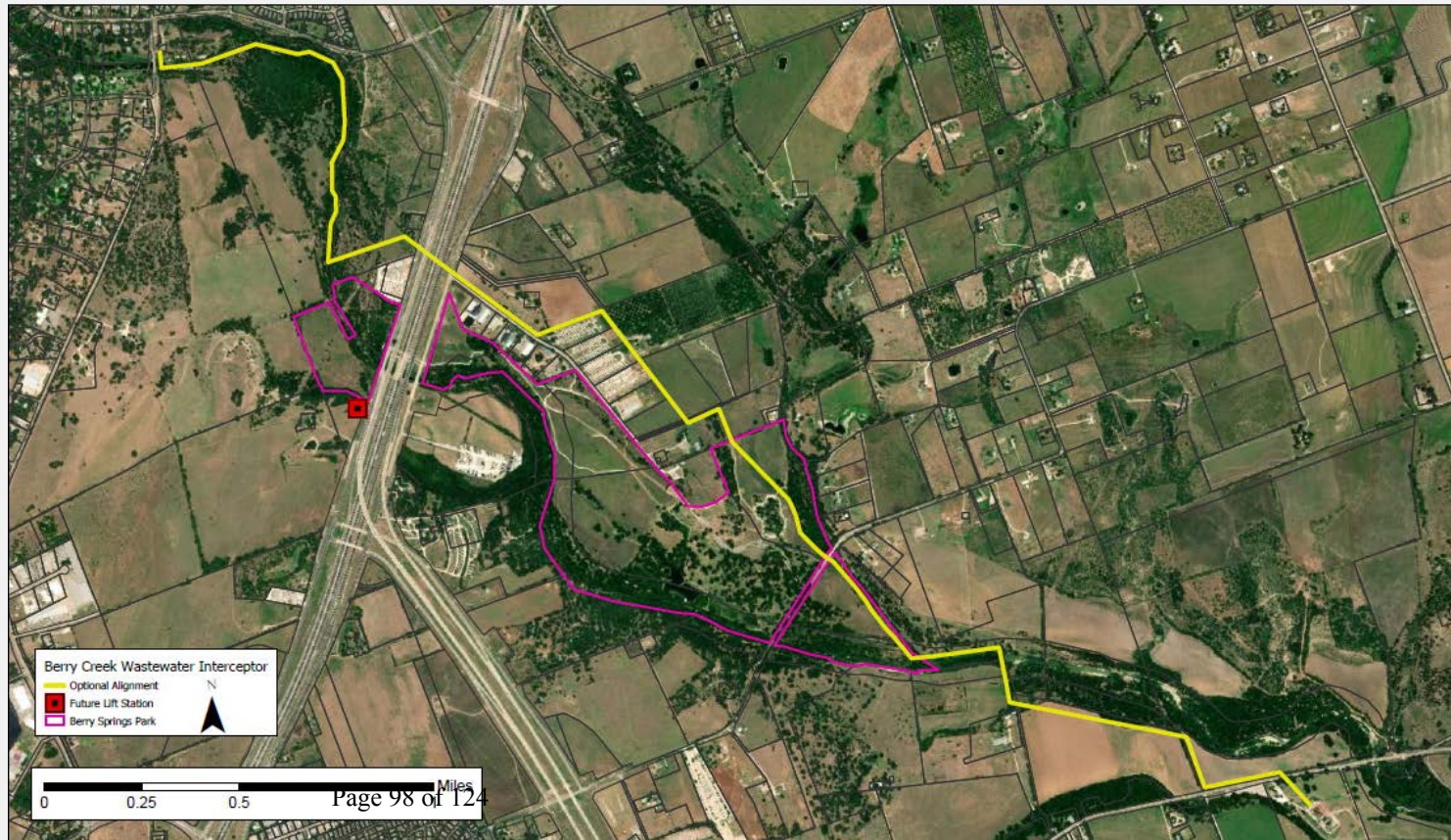
- CR262
 - 12” south of FM3405
 - Continued growth North, Fire Flow
 - \$500,000 (Design only FY20)
 - \$3,000,000 (Construction in FY21)

Water – Distribution & Tanks (cont'd)

- Southwest Bypass
 - 24” from new bridge to FM 2243
 - Support to Leander and Escalara ESTs
 - \$1,800,000
- Miscellaneous Linework (TCEQ/contracts)
 - \$250,000
- Tank Rehabilitation
 - Existing Daniels Mountain Steel Tanks
 - \$750,000

Wastewater

- Berry Creek Interceptor - \$10,000,000
 - Reroute, budget true-up



Wastewater (cont'd)

- Edwards Aquifer Recharge Zone (EARZ) (TCEQ mandate)
 - \$1,500,000
- Lift Station Repair/Upgrades (as needed)
 - \$550,000
- San Gabriel Wastewater Treatment Plant Rehab
 - \$2,500,000
- Gatlin Creek Reimbursement
 - \$450,000
 - Contractual obligation to remove Teravista lift station

Wastewater (cont'd)

- San Gabriel Interceptor

Design underway

\$2,000,000 (FY20
easement acquisition)

\$32,500,000 (FY21
construction)



2019 Capital Improvement Plan

- Water - \$27,300,000
 - Treatment - \$20,250,000
 - Pumping - \$3,250,000
 - Distribution - \$3,050,000
 - Tanks - \$750,000
- Wastewater - \$17,000,000
- Irrigation (None)

FY20 Budget Capital Improvement Plan

Georgetown Utility Systems Advisory Board
May 10, 2019

City Council
June 25, 2019

CITY OF GEORGETOWN, TEXAS

CAPITAL IMPROVEMENT PLAN

FISCAL YEAR 2020

Georgetown Utility Systems Advisory Board
May 10, 2019

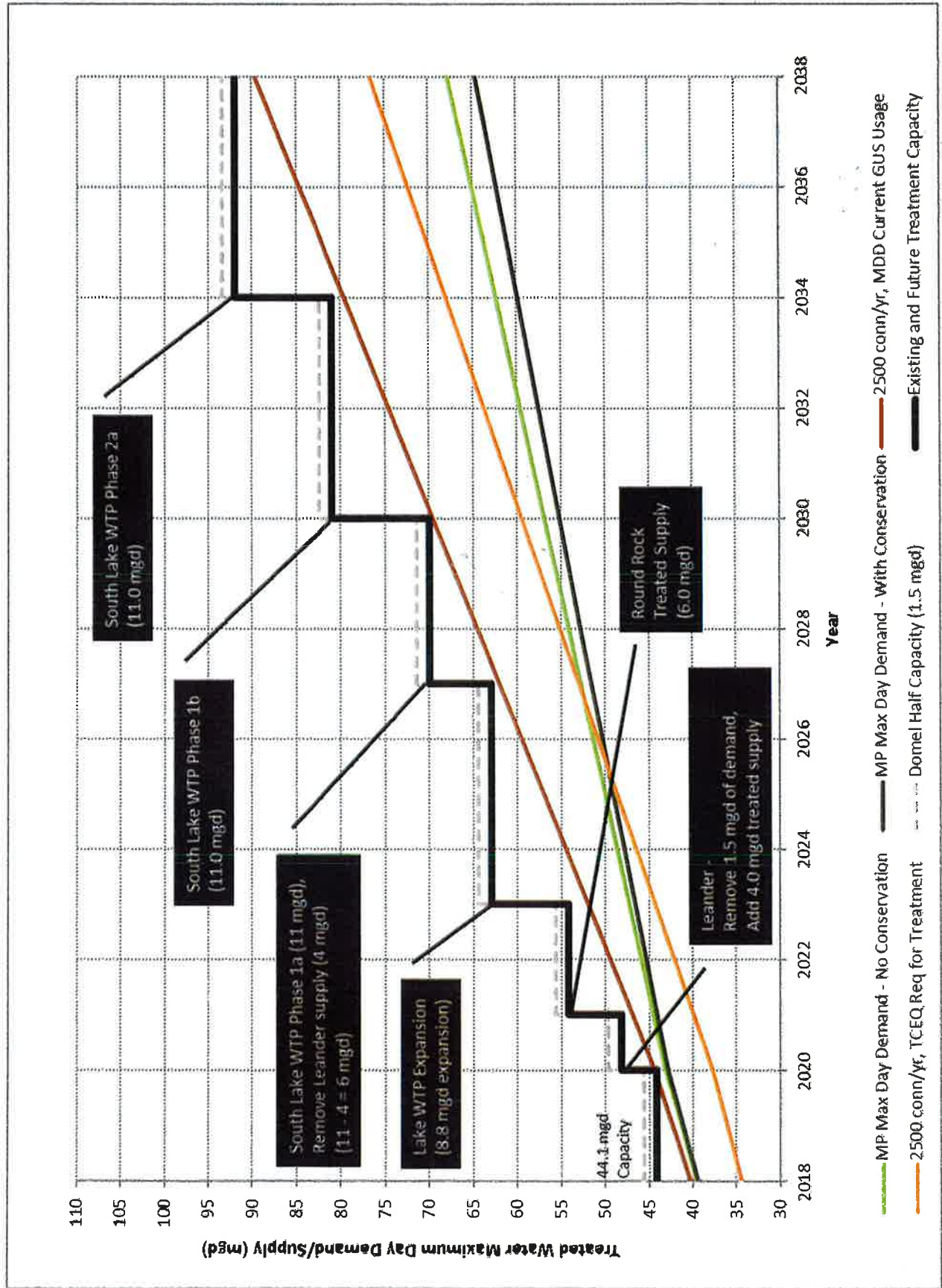
City Council
June 25, 2019

WATER

Project	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Carriage Oaks Transmission	500,000	2,000,000	0	0	0	0	2,500,000
CR 200 Line Impr (CO-1)	0	0	500,000	3,000,000	0	0	3,500,000
CR262 Waterline	500,000	3,000,000	0	0	0	0	3,500,000
Hoover Pump Station	750,000	0	0	200,000	1,250,000	0	2,200,000
LWTP Raw Water Intake Rehabilitation	8,000,000	0	0	0	0	0	8,000,000
Miscellaneous Line Upgrades	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Round Rock Supply Line	5,500,000	0	0	0	0	0	5,500,000
Round Rock Supply Pump Station and Ground Storage Tank	4,500,000	0	0	0	0	0	4,500,000
S. Lake WTP (2018)	0	0	13,000,000	42,000,000	0	0	55,000,000
South Lake Plant Transmission East (W23-02)	0	0	0	600,000	2,700,000	0	3,300,000
South Lake Plant Transmission West (W23-01)	0	0	7,500,000	3,500,000	28,000,000	0	39,000,000
South West Bypass Water (H24-1)	1,800,000	0	0	0	0	0	1,800,000
Southside Water Treatment Plant Rehab	2,250,000	0	0	0	0	0	2,250,000
Stonewall Ranch PS Improvements	2,500,000	0	0	0	0	0	2,500,000
Tank Rehabilitation	750,000	0	0	0	0	0	750,000
Water Oak 24" Waterline	0	0	0	0	0	3,500,000	3,500,000
Total	27,300,000	5,250,000	21,250,000	49,550,000	32,200,000	3,750,000	139,300,000



Figure 6-1 Proposed Treatment Expansions and Maximum-day Demand





Project Group: Water
Project Name: Carriage Oaks Transmission
Total Capital Budget: 2,500,000
Future O+M Impact: 0
Project Description:

5850 LF of 12" & 3250 LF of 16" line improving connection from Stonewall PS to Carriage Oaks EST

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	500,000	2,000,000	0	0	0	0	2,500,000
Project Total	500,000	2,000,000	0	0	0	0	2,500,000

Project Group: Water
Project Name: CR 200 Line Impr (CO-1)
Total Capital Budget: 3,500,000
Future O+M Impact: 0
Project Description:

This project will consist of approximately 15,000 LF of 12-inch main. Potential partnership with County Road expansion project.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	3,000,000	0	0	3,000,000
Design	0	0	500,000	0	0	0	500,000
Project Total	0	0	500,000	3,000,000	0	0	3,500,000

Project Group: Water

Project Name: CR262 Waterline

Total Capital Budget: 3,500,000

Future O+M Impact: 0

Project Description:

Waterline improvements needed to sustain fire flow.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	3,000,000	0	0	0	0	3,000,000
Design	500,000	0	0	0	0	0	500,000
Project Total	500,000	3,000,000	0	0	0	0	3,500,000

Project Group: Water

Project Name: Hoover Pump Station

Total Capital Budget: 2,200,000

Future O+M Impact: 0

Project Description:

2020 - New Pump Station on the Daniels Tank site to serve the Hoover pressure plane.

2024 - As growth continues, new 500k-750k EST, possible metal standpipe to support existing customers and growth, reduce/eliminate reliance on existing hydro-tank, mee

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	500,000	0	0	0	1,250,000	0	1,750,000
Design	150,000	0	0	100,000	0	0	250,000
Land Acquisition	100,000	0	0	100,000	0	0	200,000
Project Total	750,000	0	0	200,000	1,250,000	0	2,200,000

Project Group: Water

Project Name: LWTP Raw Water Intake Rehabilitation

Total Capital Budget: 8,000,000

Future O+M Impact: 0

Project Description:

Intake modifications have shown the ability of the Lake WTP to take in up to 8MGD additional water. Proposed funding for treatment plant expansion - filtration and pumps.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	8,000,000	0	0	0	0	0	8,000,000
Project Total	8,000,000	0	0	0	0	0	8,000,000

Project Group: Water

Project Name: Miscellaneous Line Upgrades

Total Capital Budget: 1,500,000

Future O+M Impact: 0

Project Description:

This budget will be for miscellaneous waterline extensions in the Western District to provide regulatory TCEQ compliance .

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Maintenance	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Project Total	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000

Project Group: Water

Project Name: Round Rock Supply Line

Total Capital Budget: 5,500,000

Future O+M Impact: 0

Project Description:

Transmission/distribution line to provide treated water from Round Rock (west)

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	5,200,000	0	0	0	0	0	5,200,000
Design	50,000	0	0	0	0	0	50,000
ROW	250,000	0	0	0	0	0	250,000
Project Total	5,500,000	0	0	0	0	0	5,500,000

Project Group: Water

Project Name: Round Rock Supply Pump Station and Ground Storage Tank

Total Capital Budget: 4,500,000

Future O+M Impact: 0

Project Description:

Ground storage tank to support treated water and associated pump station from Round Rock west - Estimated 1 million gallon tank - \$1.5MM

3MG pump station to move Round Rock treated water into the 1178 system - Estimated \$3MM

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	3,500,000	0	0	0	0	0	3,500,000
Design	750,000	0	0	0	0	0	750,000
ROW	250,000	0	0	0	0	0	250,000
Project Total	4,500,000	0	0	0	0	0	4,500,000

Project Group: Water

Project Name: S. Lake WTP (2018)

Total Capital Budget: 55,000,000

Future O+M Impact: 0

Project Description:

12 MGD Water Treatment Plant Expansion (\$30MM), 4400 LF of 30--inch raw water line, and a new raw water intake structure (\$8MM), Ground Storage Tank(\$6MM), Pump Station (\$6MM).

2017-Land-\$1MM (Completed). 2018-Preliminary Design & Permitting - \$1MM (

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	13,000,000	42,000,000	0	0	55,000,000
Project Total	0	0	13,000,000	42,000,000	0	0	55,000,000

Project Group: Water

Project Name: South Lake Plant Transmission East (W23-02)

Total Capital Budget: 3,300,000

Future O+M Impact: 0

Project Description:

Transmission line moving water from the SLWTP to DB Wood Road 1178PP

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	0	2,700,000	0	2,700,000
Design	0	0	0	400,000	0	0	400,000
ROW	0	0	0	200,000	0	0	200,000
Project Total	0	0	0	600,000	2,700,000	0	3,300,000

Project Group: Water

Project Name: South Lake Plant Transmission West (W23-01)

Total Capital Budget: 39,000,000

Future O+M Impact: 0

Project Description:

Large diameter transmission line to transport water from the future South Lake Water Treatment Plant west - Braun area.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	0	28,000,000	0	28,000,000
Design	0	0	4,000,000	0	0	0	4,000,000
ROW	0	0	3,500,000	3,500,000	0	0	7,000,000
Project Total	0	0	7,500,000	3,500,000	28,000,000	0	39,000,000

Project Group: Water

Project Name: South West Bypass Water (H24-1)

Total Capital Budget: 1,800,000

Future O+M Impact: 0

Project Description:

10,520 LF of 16-Inch Water Line IH 35 to Leander EST and approximately 7,000 LF of 16" water line from 2243 to 29.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	1,500,000	0	0	0	0	0	1,500,000
Design	300,000	0	0	0	0	0	300,000
Project Total	1,800,000	0	0	0	0	0	1,800,000



Project Group: Water

Project Name: Southside Water Treatment Plant Rehab

Total Capital Budget: 2,250,000

Future O+M Impact: 0

Project Description:

Rehabilitation of filtration system that has outlived it's useful life. Replacement parts are also no longer available.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	1,750,000	0	0	0	0	0	1,750,000
Design	500,000	0	0	0	0	0	500,000
Project Total	2,250,000	0	0	0	0	0	2,250,000

Project Group: Water

Project Name: Stonewall Ranch PS Improvements

Total Capital Budget: 2,500,000

Future O+M Impact: 0

Project Description:

Existing station has two 900gpm pumps that need upgrading to provide fire flow and redundancy to Stonewall Ranch, other small developments in the area, as well as the Carriage Oaks EST.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	2,000,000	0	0	0	0	0	2,000,000
Design	500,000	0	0	0	0	0	500,000
Project Total	2,500,000	0	0	0	0	0	2,500,000



Project Group: Water

Project Name: Tank Rehabilitation

Total Capital Budget: 750,000

Future O+M Impact: 0

Project Description:

Rehab Daniel Mtn large tank and demo small tank

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Maintenance	750,000	0	0	0	0	0	750,000
Project Total	750,000	0	0	0	0	0	750,000

Project Group: Water

Project Name: Water Oak 24" Waterline

Total Capital Budget: 3,500,000

Future O+M Impact: 0

Project Description:

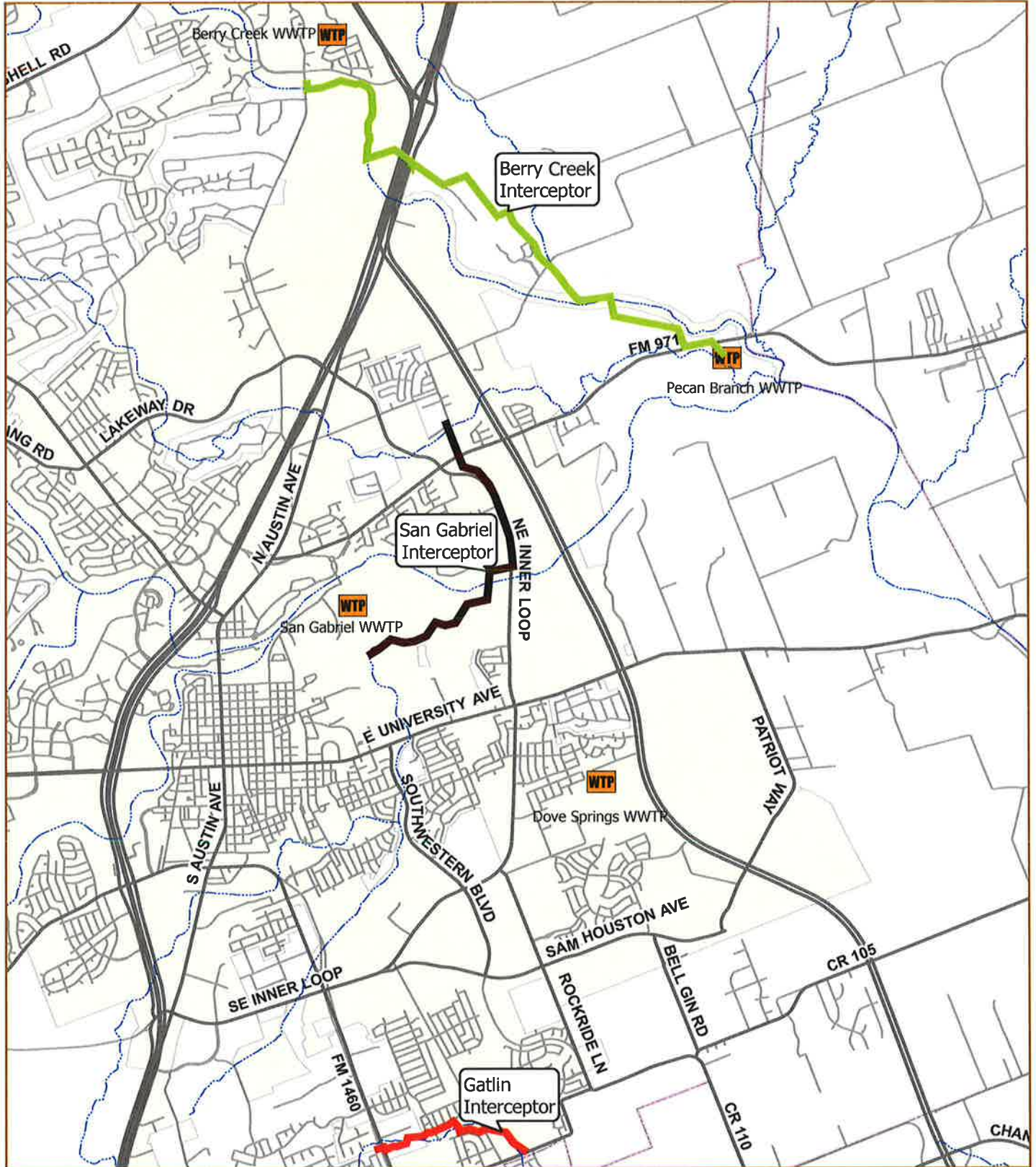
Funding for construction of a 24" waterline from the existing terminus north of the river in Water Oak North, under the river, along future Water Oak Parkway and connecting to FM2243 (serving Water Oak South). Development driven. Final deal points not s

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	0	0	3,500,000	3,500,000
Project Total	0	0	0	0	0	3,500,000	3,500,000
Category Total	27,300,000	5,250,000	21,250,000	49,550,000	32,200,000	3,750,000	139,300,000

WASTEWATER

Wastewater	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Berry Creek Interceptor	10,000,000	0	0	0	0	0	10,000,000
EARZ	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000
Gatlin Creek/Teravista Improvements	450,000	0	0	0	0	0	450,000
Interceptor Lift Station Removal & Gravity Main	0	0	2,400,000	6,000,000	0	0	8,400,000
Lift Station Upgrades	550,000	550,000	550,000	550,000	550,000	0	2,750,000
Northlands Wastewater Treatment Plant	0	0	0	0	16,500,000	0	16,500,000
San Gabriel Int. (SGI-2)	2,000,000	32,500,000	0	0	0	0	34,500,000
San Gabriel WWTP Rehab	2,500,000	0	0	0	0	0	2,500,000
Waste Water Treatment Plant Expansion (Pecan/Mankins)	0	0	0	0	0	41,500,000	41,500,000
Wolf Ranch Expansion and Force Main	0	0	1,700,000	4,200,000	0	0	5,900,000
Total	17,000,000	34,550,000	6,150,000	12,250,000	18,550,000	43,000,000	131,500,000

FY20 CIP WASTEWATER



April, 2019

- Berry Creek Interceptor
- Gatlin Interceptor
- San Gabriel Interceptor
- WTP Treatment Plant
- Georgetown City Limits
- Extra-Territorial Jurisdiction





Project Group:

Wastewater

Project Name:

Berry Creek Interceptor

Total Capital Budget:

10,000,000

Future O+M Impact:

0

Project Description:

Additional appropriation for Berry Creek Interceptor from Airport Road to Pecan Branch Wastewater Treatment Plant.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	10,000,000	0	0	0	0	0	10,000,000
Project Total	10,000,000	0	0	0	0	0	10,000,000

Project Group:

Wastewater

Project Name:

EARZ

Total Capital Budget:

9,000,000

Future O+M Impact:

0

Project Description:

Repair of system flaws discovered as a result of EARZ mandated testing. Ongoing TCEQ requirement.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000
Project Total	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000

Project Group: Wastewater

Project Name: Gatlin Creek/Teravista Improvements

Total Capital Budget: 450,000

Future O+M Impact: 0

Project Description:

Contractual reimbursement for developer constructed infrastructure - a gravity wastewater line to take the Teravista lift station offline and decommission. This rerouting and decommissioning will help prolong the useful life of the Smith Branch lift stat

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	450,000	0	0	0	0	0	450,000
Project Total	450,000	0	0	0	0	0	450,000

Project Group: Wastewater

Project Name: Interceptor Lift Station Removal & Gravity Main

Total Capital Budget: 8,400,000

Future O+M Impact: 0

Project Description:

Interceptor Lift Station decommissioning and gravity diversion. Will be needed as Wolf Lakes and IH35 commercial corridor builds out and station reaches capacity (or needs major maintenance). Total cost approx \$8.4MM

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	6,000,000	0	0	6,000,000
Design	0	0	900,000	0	0	0	900,000
ROW	0	0	1,500,000	0	0	0	1,500,000
Project Total	0	0	2,400,000	6,000,000	0	0	8,400,000

Project Group: Wastewater

Project Name: Lift Station Upgrades

Total Capital Budget: 2,750,000

Future O+M Impact: 0

Project Description:

Lift Station upgrades consisting of decommissioning, electrical upgrade, backup power, structure rehab to fulfill the requirements of the Sanitary Sewer Overflow Initiative with the Texas Commission on Environmental Quality.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Maintenance	550,000	550,000	550,000	550,000	550,000	0	2,750,000
Project Total	550,000	550,000	550,000	550,000	550,000	0	2,750,000

Project Group: Wastewater

Project Name: Northlands Wastewater Treatment Plant

Total Capital Budget: 16,500,000

Future O+M Impact: 0

Project Description:

Construction of a 1.5 MGD average, 4.5 MGD Peak WWTP with discharge to Cowan Creek. Design expected outside of 5 years. Construction planned for future years. Estimated construction \$14,200,000.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	0	14,000,000	0	14,000,000
Design	0	0	0	0	2,500,000	0	2,500,000
Project Total	0	0	0	0	16,500,000	0	16,500,000

Project Group: Wastewater

Project Name: San Gabriel Int. (SGI-2)

Total Capital Budget: 34,500,000

Future O+M Impact: 32,500

Project Description:

5567 LF of 48-inch and 932 LF 54-inch gravity lines. This project will also include the San Gabriel LS & FM (SGI-LS) - 5682 LF of 24-inch Force main and 8.5 MGD Lift Station.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	32,500,000	0	0	0	0	32,500,000
ROW	2,000,000	0	0	0	0	0	2,000,000
Ongoing O&M	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Operations	0	32,500	0	0	0	0	32,500
Project Total	2,000,000	32,532,500	0	0	0	0	34,532,500

Project Group: Wastewater

Project Name: San Gabriel WWTP Rehab

Total Capital Budget: 2,500,000

Future O+M Impact: 0

Project Description:

Rehabilitation of aeration system along with permanent raw feed system.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Maintenance	2,500,000	0	0	0	0	0	2,500,000
Project Total	2,500,000	0	0	0	0	0	2,500,000

Project Group: Wastewater

Project Name: Waste Water Treatment Plant Expansion (Pecan/Mankins)

Total Capital Budget: 41,500,000

Future O+M Impact: 0

Project Description:

Possibly Mankins, probably Pecan Branch - additional 3MG/day expansion. Dove Springs Expansion is also a possibility. If Mankins is the ultimate location, additional linework must be budgeted for.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	0	0	37,500,000	37,500,000
Design	0	0	0	0	0	4,000,000	4,000,000
Project Total	0	0	0	0	0	41,500,000	41,500,000

Project Group: Wastewater

Project Name: Wolf Ranch Expansion and Force Main

Total Capital Budget: 5,900,000

Future O+M Impact: 0

Project Description:

Lift station expansion and force main diversion to the north (Interceptor LS area) to divert SSGI flow and delay downtown wastewater tunnel.

Capital	FY2020	FY2021	FY2022	FY2023	FY2024	Beyond 5 Years	Project Total
Construction	0	0	0	4,200,000	0	0	4,200,000
Design	0	0	1,700,000	0	0	0	1,700,000
Project Total	0	0	1,700,000	4,200,000	0	0	5,900,000

Category Total	17,000,000	34,582,500	6,150,000	12,250,000	18,550,000	43,000,000	131,532,500
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City of Georgetown, Texas
Utility System Advisory Board
May 10, 2019

SUBJECT:

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the item listed below will be discussed in closed session and is subject to action in the regular session.

Sec. 551.086 Competitive Matters

Consideration, discussion, and possible recommendation on the FY20 Electric Capital Improvement Plan
- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

Board to receive presentation during Executive Session.

STAFF RECOMMENDATIONS:

-Staff recommends approval of the Georgetown Utility Systems Electric Capital Improvement Plan.

FINANCIAL IMPACT:

CIP -- To be included as part of discussion.

SUBMITTED BY:

Wesley Wright, Systems Engineering Director (skm)