

**Notice of Meeting for the  
Georgetown Electric Utility Board  
of the City of Georgetown  
July 16, 2020 at 4:00 PM  
at Georgetown Public Library, 402 W. 8th Street, Georgetown, TX 78626**

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.

**Please note that a quorum of the Georgetown Electric Utility Board may not all be present at the same physical location. Some members may instead participate in this meeting from one or more remote locations in an effort to advance the public health goal of limiting face to face meetings and to contain the spread of COVID-19. In addition, there may be occasions when the audio transmission may not be clear or may be interrupted. In those instances, the meeting will continue so long as a quorum is still present.**

**With the Mayor's Order, all City Buildings are following these procedures:**

- **Masks are required**
- **Physical distancing; 6 feet between you and anyone not in your household**
- **Practice good hygiene and wash your hands**
- **If any of these apply, do not visit: known close contact with COVID-19 Person, fever greater or equal to 100.0 degrees Fahrenheit, difficulty breathing or shortness of breath, cough, loss of taste or smell, sore throat, chills, headache, diarrhea or muscle pain.**

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## **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 - Bill Sattler, Board Chairman
- B Introduction of Visitors - Bill Sattler, Board Chairman
- C **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**. Please contact the Board Liaison to sign up to speak at: Laura.Wilkins@georgetown.org.

At the time of posting, no one had signed up to speak to the Board.

- D Presentation of the General Manager's Monthly Report - Daniel Bethapudi, General Manager of the Electric Utility

## Regular Agenda

- E Consideration and possible action to approve the Minutes of the June 18, 2020 Board Meeting. -- Laura Wilkins - Executive Assistant
- F Presentation and possible recommendation of the proposed Electric Capital Improvement Projects (CIP) for 2020/2021. -- Mike Westbrook, Electric Operations Manager
- G Consideration and possible recommendation of the Techline Just-In-Time (JIT) contract. -- Mike Westbrook, Electric Operations Manager

## Executive Session

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

- H **SEC. 551.086 Competitive Matters**
- Purchased Power Update
  - Substation Capital Improvement Projects (CIP)
- I **Action from Executive Session**

## 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 \_\_\_\_\_, 2020, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.



City of Georgetown, Texas  
Electric Utility Board  
July 16, 2020

**SUBJECT:**

Presentation of the General Manager's Monthly Report - Daniel Bethapudi, General Manager of the Electric Utility

**ITEM SUMMARY:**

Monthly Financial Report  
Monthly Operations Report

**FINANCIAL IMPACT:**

NONE

**SUBMITTED BY:**

Daniel N. Bethapudi - General Manager, Electric Utility (LJW)

City of Georgetown, Texas  
Electric Utility Board  
July 16, 2020

**SUBJECT:**

Consideration and possible action to approve the Minutes of the June 18, 2020 Board Meeting. -- Laura Wilkins - Executive Assistant

**ITEM SUMMARY:**

Review of the minutes of the joint meeting of the Georgetown Electric Utility Advisory Board and the Georgetown Water Utility Advisory Board of Thursday, June 18, 2020

**FINANCIAL IMPACT:**

NONE

**SUBMITTED BY:**

Laura Wilkins - Executive Assistant

**ATTACHMENTS:**

Description	Type
 Minutes of June 18, 2020	Backup Material

**Minutes of the Meeting for the  
Georgetown Electric Utility Advisory Board  
and the Georgetown Water Utility Board  
Thursday, June 18, 2020 at 2:00 PM  
at Georgetown Public Library, 402 W. 8<sup>th</sup> Street, Georgetown, TX, 78626**

**Board Members Present:**

**Electric:** Bill Sattler – Board Chairman; Mike Triggs, Robert Case, Sam Jones, Rick Woodruff

**Water:** Thomas Glab – Board Chairman, Steve Fought, Stuart Garner, Michael Morrison, Scott Macmurdo

**Board Members Absent:** NONE

**Staff Present:** David Morgan, Laurie Brewer, Skye Masson, Daniel Bethapudi, Glenn Dishong, Leticia Zavala-Jones, Mike Westbrook, Michael Weisner, Chelsea Solomon, David Thomison, Tina Davis, Michael Hallmark, Wesley Wright, Sheila Mitchell, Laura Wilkins

**Others Present:** Via Teleconference: Steve Moffitt, Schneider Engineering; Shams Siddiqi, Crescent Power, Inc.

**REGULAR SESSION:**

- A. Call to Order – Bill Sattler - Electric Board Chairman and Thomas Glab - Water Board Chairman

Meeting of both Boards was called to order at 2:00 PM by Sattler and Glab

- B. Introduction of New Electric and Water Board Members – Bill Sattler - Electric Board Chairman and Thomas Glab - Water Board Chairman

All Board Members were introduced and gave a brief statement about their background and experience.

- C. History and Overview of Board Creation. (Water and Electric Boards) – Daniel Bethapudi – General Manager of the Electric Utility; and Glenn Dishong – Director of Water Utilities  
Dishong started off with some background on the former GUS Board, and that the Council determined it was a good idea to separate the boards to be more effective with a greater level of expertise. Introduced water team. Bethapudi gave intro of electric team. Zavala-Jones gave intro of herself and Customer Care team. Then she presented overview of Customer Statistics. Brewer Introduced herself and her team. Brewer presented a basic overview of electric and water funds. Westbrook presented Electric System statistics; Performance Metrics; Lineman Program; Awards. Bethapudi discussed Purchased

Power Outlook and challenges and opportunities. Brewer spoke about Water Fund financials. Dishong presented Water System statistics, etc. Wright – introduced Engineering staff and spoke about the engineering department functions as they relate to electric and water (EARZ and Capital Projects).

D. Review Board Meeting Procedures – Laura Wilkins, Executive Assistant and Tina Davis, Administrative Assistant

- Bylaws
- Quorum Requirements
- Attendance Policy
- Meeting Calendar
- Info Sheet

Wilkins spoke briefly about the documents included in the agenda packet and gave a reminder about Attorney General's required online presentation/training, board attendance, and quorum requirements for meetings.

E. Public Wishing to Address the Board regarding the Electric Board – Bill Sattler – Board Chairman

No one requested to address the Board

F. Public Wishing to Address the Board regarding the Water Board – Thomas Glab – Board Chairman

No one requested to address the Board

G. General Manager's Report (Electric Utility Financial and Operations – Daniel Bethapudi – General Manager of the Electric Utility

Bethapudi presented Financial and Operations Report. Some questions and general discussion followed.

H. Director's Report (Water Utility Financial and Operations – Glenn Dishong – Director of Water Utilities

Dishong presented Financial and Operations Report. Some questions and general discussion followed.

**LEGISLATIVE SESSION:**

- I. Nominations and election of Vice-Chair of the Electric Board. – Bill Sattler – Electric Board Chairman **MOTION** by Sattler, second by Woodruff to nominate **Robert Case as Vice-Chairman** of the Electric Board. **APPROVED 5-0**
- J. Nominations and election of Secretary of the Electric Board. – Bill Sattler – Electric Board Chairman **MOTION** by Woodruff, second by Sattler to nominate **Sam Jones as Secretary** of the Electric Board. **APPROVED 5-0**
- K. Nominations and election of Vice-Chair of the Water Board – Thomas Glab – Water Board Chairman **MOTION** by Macmurdo, second by Morrison to nominate **Stuart Garner as Vice-Chairman** of the Water Board. **APPROVED 5-0**
- L. Nominations and election of Secretary of the Water Board – Thomas Glab – Water Board Chairman **MOTION** by Garner, second by Fought to nominate **Scott Macmurdo as Secretary** of the Water Board. **APPROVED 5-0**
- M. Review and possible action related to the date and time of Electric Board meetings. – Bill Sattler – Electric Board Chairman **MOTION** by Sattler, second by Jones to accept the proposed **date and time of Electric Utility Advisory Board meetings as the 3rd Thursday of each month at 4:00 PM, at the Georgetown City Council Chambers.** **APPROVED 5-0**  
(NOTE: due to the COVID-19 situation, the meeting location may be adjusted to accommodate social distancing requirements)
- N. Review and possible action related to the date and time of Water Board meetings. – Thomas Glab – Water Board Chairman **MOTION** by Glab, second by Macmurdo to accept the proposed **date and time of Water Utility Advisory Board meetings as the 2nd Thursday of each month at 2:00 PM, at the Georgetown City Library.** **APPROVED 5-0**
- O. Consideration and possible action to approve and adopt the Bylaws of the Georgetown Electric Utility Advisory Board. – Laura Wilkins, Executive Assistant **MOTION** by Sattler, second by Case to approve and adopt the Bylaws of the Electric Board as presented. **APPROVED 5-0**
- P. Consideration and possible action to approve and adopt the Bylaws of the Georgetown Water Utility Advisory Board. – Tina Davis, Administrative Assistant **MOTION** by Glab, second by Macmurdo to approve and adopt the Bylaws of the Water Board as presented. **APPROVED 5-0**



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Q. Old Business – Council Action

No old business to discuss

R. New Business - None

**MOTION** by Fought, second by Garner to Adjourn the Georgetown Water Utility Board Meeting. **APPROVED 5-0 Water Board Meeting Adjourned at: 3:47 PM.**

**S. EXECUTIVE SESSION: of the Georgetown Electric Advisory Board  
Section 551.086: Competitive Matters**

**MOTION** by Sattler, second by Case for the Georgetown Electric Utility Board go into Executive Session. **APPROVED 5-0 Electric Board went to Executive Session at 3:47 PM**

**Executive Session called to order at: 3:55 PM by Sattler**

**MOTION** by Sattler, second by Woodruff to adjourn Executive Session and reconvene in Legislative Session. **APPROVED 5-0**

**Legislative Session reconvened at 5:38 PM**

T. Action from Executive Session: NO ACTION

**ADJOURNMENT:**

**MOTION** by Sattler, second by Woodruff to adjourn the Electric Board meeting. **APPROVED 5-0**

**Electric Board Meeting Adjourned at: 5:40 PM**

City of Georgetown, Texas  
Electric Utility Board  
July 16, 2020

**SUBJECT:**

Presentation and possible recommendation of the proposed Electric Capital Improvement Projects (CIP) for 2020/2021. -- Mike Westbrook, Electric Operations Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

Projects will be recommended to be included in the 2020/2021 Energy Services Budget

**SUBMITTED BY:**

Mike Westbrook - Electric Operations Manager (ljw)

**ATTACHMENTS:**

Description	Type
 Electric CIP 2020-2021	Presentation

# **Electric 2021 CIP Plan**

# Plan Objectives/Criteria

- **Identify problems or potential problems related to**
  - **System Reliability**
  - **Power quality**
  - **Line/Equipment Capacity**
  - **System Condition**

- **Nominal system voltage: 118 to 120 volts**
- **Feeder Power factor: 98% to 100%**
- **Upgrade/replace overloaded lines/equipment**
- **Convert Downtown Overhead to Underground**
- **Line Design Software Upgrade**
- **System Protection/Sectionalization**

# 2021 CIP Plan Key Points

- Rehabilitation projects based on field inspection
- Completion of feeder ties to improve backfeed capability and reliability
- Upgrade of Underground installations to current standards
- Convert Downtown Electric overhead to underground
- Line Design Software Upgrade
- Power Transformer addition at Glasscock Substation

# Hwy 195 – Glasscock Feeder Exit

## Vault Clean Up

### Description:

- Installation of a second vault to separate the feeders, clean up of the existing vault, it is crowded and a safety hazard

### Project Justification:

- Reliability and Safety
- Feeders are racked on top of each other
- Splice repair in the current vault could lead extended outage time to customers

### Project Statistics

Project Cost: \$560,000

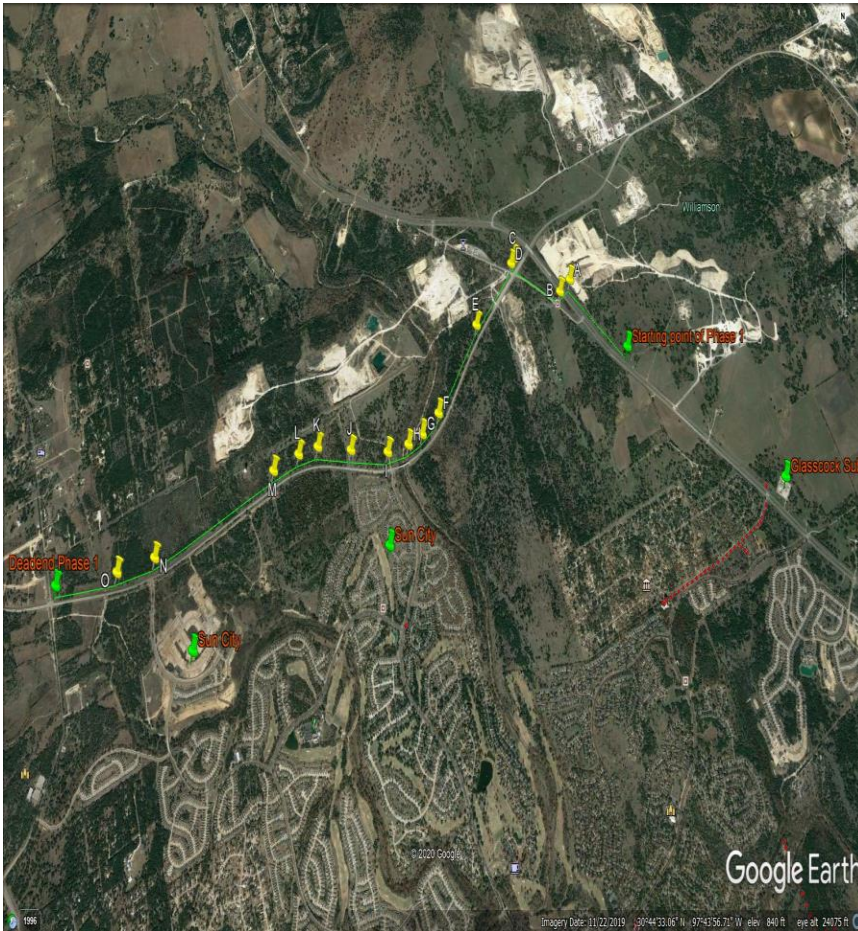
Miles of Line: 0

Customers Affected: 0



# Ronald Reagan – Glasscock Feeder Extension

## Hwy – 195 and Ronald Reagan



### Description:

- Phase 2 of the RR-Glasscock Feeder extension. Addition of double circuit feeder to existing Somerset Hill Feeder from Glasscock along Hwy 195 to tie into second feeder along Ronald Reagan Blvd to provide additional reliability to area. Circuit will also provide TCEQ required redundancy to future Northlands Wastewater Treatment Plant. Phase 2 will complete the top circuit up to CR 245. 30,000 ft. Used 60% of 3 phase construction cost of \$43/ft as many of the poles are in the ground and we have approx. 50,000 ft of 336. Since this feeder is supposed to be the primary feed for the Northlands WWTP, Water agreed to fund 50% of the feeder cost. W/WW to split the cost of the feeder extension from the Glasscock substation to the proposed Northlands WWTP. The feeder extension to the WWTP site is approx. 8500 ft and 50% of the cost is approx.. \$182,750.

### Project Justification:

- Reliability
- Back feed
- Meet future load in the Sun City area
- Feeder to the future Northlands Wastewater Treatment Plant
- Duty to provide quality power

### Project Statistics

Project Cost: \$591,250  
Miles of line: 4.4  
Customers Affected: 0

# 2021 CIP Plan Budget

ProjectName	ProjectDescription	FY2021
Consultant Engineer	This funding will be used for a consultant engineer. This position's work includes CIP preparation, joint use studies, strategic planning, and non-specific planning studies as required.	150,000
Downtown Overhead Rehab	A 5-year plan to rehab deteriorated downtown overhead facilities. Convert Downtown OH to URD	350,000
Line Design Software Upgrade	Replace or upgrade Line Design Software system	150,000
Ronald Reagan- Glasscock Feeder extension along HWY 195- Phase 1	Hwy 195 - Glasscock Feeder Exit Vault Clean up. Scope includes installation of a new vault and clean up the existing vault as it is crowded and is a safety hazard.	560,000
Ronald Reagan- Glasscock Feeder extension along HWY 195- Phase 2	Phase 2 of the RR-Glasscock Feeder extension.Addition of double circuit feeder to existing Somerset Hill Feeder from Glasscock along Hwy 195 to tie into second feeder along Ronald Reagan Blvd to provide additional reliability to area. Circuit will also provide TCEQ required redundancy to future Northlands Wastewater Treatment Plant. Phase 2 will complete the top circuit upto CR 245. 30,000 ft. Used 60% of 3 ph const cost of \$43/ft as many of the poles are in the ground and we have approx 50,000 ft of 336. Since this feeder is supposed to be the primary feed for the Northlands WWTP, Water agreed to fund 50% of the feeder cost. W/WW to split the cost of the feeder extension from the Glasscock substation to the proposed Northlands WWTP. The feeder extension to the WWTP site is approx. 8500 ft and 50% of the cost is approx.. \$182,750.	591,250
New Development	New development projects.	2,400,000
Power Quality Imp	Capacitor installations and modifications as determined by system loading issues.	50,000
Sectionalization Imp	This funding will be used for sectionalization of equipment including manual and automatic system switching.	100,000
Transformer Additions	Glasscock Substation Power Transformer Addition. Based on a contingency study performed by McCord Engineering Inc. in October 2019, it was determined that the Glasscock power transformer addition is required by the summer of 2021. This power transformer addition is required to not only meet the growth but also the contingency requirements. •Estimated Cost of the Project: \$1,500,000•Engineering and Design – Q2 FY 2020 •RFP development and procurement of long lead items – Q3 FY 2020	1,000,000
		<b>5,661,250</b>



City of Georgetown, Texas  
Electric Utility Board  
July 16, 2020

**SUBJECT:**

Consideration and possible recommendation of the Techline Just-In-Time (JIT) contract. -- Mike Westbrook, Electric Operations Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

NONE

**SUBMITTED BY:**

Mike Westbrook - Electric Operations Manager (ljw)

**ATTACHMENTS:**

Description		Type
	JIT Contract	Backup Material

## **ELECTRICAL JUST-IN-TIME SUPPLIER AGREEMENT WITH THE CITY OF GEORGETOWN**

This Electrical Just-in-Time Supplier Agreement (the “Agreement”) is entered into and made effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Techline, Inc. (“Contractor”) and the City of Georgetown, Texas (“City”).

1. **Scope of Services.** Contractor agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Contractor providing such services. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
2. **City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** and a term in this agreement, the terms of this agreement shall prevail.
3. **Total Compensation and Pricing.**
  - 3.1. The total annual compensation paid by the City to the Contractor, including expenses, under this agreement shall not exceed \$2,500,000.00..
  - 3.2. Pricing for Stock for a capital improvement project (“CIP”) shall match the pricing provided for in the Goods Contract between LCRA and Techline, Inc. dated July 29, 2013 as amended (the “LCRA Agreement”) with the volume discounts provided for in **Exhibit B-1** attached hereto and as further described in **Exhibit A** attached hereto. Pricing for Emergency Stock shall be as shown on **Exhibit B-2** attached hereto and as further described in **Exhibit A** attached hereto.
  - 3.3. Contractor shall invoice the City for Stock for CIP and Emergency stock after the City has accepted delivery net of items returned pursuant to **Exhibit A** and the City shall pay the invoices pursuant to Section 36 of this Agreement.
4. **Term.** The initial term of the Agreement shall become effective from date of acceptance and approval by the City. It shall remain in full force and effect with firm fixed prices in **Exhibit B-1 and Exhibit B-2** for twelve (12) months. Upon completion of the Original Term and upon mutual agreement of both parties, the Agreement may be renewed for up to two (2) additional terms of one (1) year each [up to three (3) years total]. The renewal will be under the same terms and conditions except as otherwise provided herein or as otherwise agreed upon by the parties. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the Agreement will terminate unless the Agreement is renewed month-to-month until a new agreement is executed.

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5. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.
6. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit C**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit D**.
7. **INDEMNITY.** **CONTRACTOR 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 NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY CONTRACTOR.**
8. **ESCALATION/DE-ESCALATION.** The unit prices for Emergency Stock as defined herein purchased under an estimated annual requirements Agreement 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 and agreed upon by both parties, 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 or when such adjustments are needed due to market conditions. 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 Proposals opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index or market conditions beyond the control of Contractor. For price changes based upon 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. For price changes based on other market conditions beyond the control of Contractor, such as tariffs, strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy, supply shortages, acts of terror, explosions, earthquakes, hurricanes, lightning, floods, natural disasters, global or national recessions,

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energy blackouts, lockouts, legislative changes, regulatory changes, or other similar conditions or causes beyond Contractor's control, the parties agree to negotiate in good faith. If the parties are unable to agree upon appropriate price adjustments, then either party may terminate this agreement pursuant to section 16 below. The Contractor may offer price decreases in excess of the allowable percent change. Contractor is required to give a thirty (30) day written notice requesting the increase. Increases will be effective on the start date of the renewal term or at such other time as may be mutually agreed by the parties.

9. **PLACE AND CONDITIONS OF WORK, ACCESS TO SITE.** If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Contractor access to the sites where the Contractor is to perform the Services as required in order for the Contractor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. After being granted such access, Contractor agrees that it will confirm the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Contractor's obligations under the Contract. The Contractor shall promptly notify the City if the actual site or service conditions differ from the expected conditions. .

10. **CONTRACTOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR.** Contractor shall provide all material, equipment and labor necessary to perform Services. All material must be new, and all equipment utilized must be in good safe working condition and suitable for Services. Contractor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

11. **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. Contractor shall furnish a copy of the manufacturer's warranty at the time of delivery if requested by the City for that specific order, and Contractor shall furnish a copy of the manufacturer's warranty at the time of delivery without a request from the City if the warranty exceeds twelve (12) months.

12. **WORKFORCE.** If Services are to be performed principally on the City's premises or on public rights-of-way:
- a. Contractor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Contract.
  - b. Contractor, its employees, sub-Contractors and sub-Contractors' employees, while engaged in participating in a solicitation or while in the course and scope of delivering services under the Contract, may not use or possess alcoholic or other intoxicating

beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

- c. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker and may not employ such worker again without the City's prior consent.

**13. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS.** If Services are to be performed principally on the City's premises or on public rights-of-way, the Contractor, its sub-Contractors, and their respective employees shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Contractor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Contractor's obligations under this paragraph.

**14. ADVERTISING AND PUBLICITY.** Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by applicable law.

**15. TERMINATION FOR CAUSE.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

**16. TERMINATION FOR CONVENIENCE.** The City shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. The Contractor shall have the right to terminate this Contract, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice; provided that all existing or outstanding orders placed by the City must be fulfilled in the event of Contractor's early termination. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such

purposes, for all services performed and obligations incurred prior to the date of termination.

- 17. NON-APPROPRIATION.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.
- 18. CLAIMS.** If a claim, demand, suit or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Contractor. 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 City Attorney, PO Box 409, Georgetown, TX 78627.
- 19. CODES, PERMITS, LICENSES.** Contractor 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. Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.
- 20. CONFIDENTIALITY.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, sub-Contractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall

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under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The provisions of this paragraph shall survive the term of the Contract. No information shall be considered “Confidential Information” if (i) the information is publicly available; (ii) the information was known to Contractor before receiving it from the City, or (iii) the City has shared the information with other persons or entities without requiring the agreement to keep the information confidential. Nothing in this paragraph shall prohibit Contractor from producing documents or other information (including Confidential Information) in response to a subpoena, discovery requests, or a court order.

**21. CONTRACTOR CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS.**

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**22. DEFAULT.** Contractor shall be in default under the Agreement if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to fully, timely and faithfully perform any of its material obligations under *any* agreement Contractor 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 Contractor’s Proposal, or in any report or deliverable required to be submitted by Contractor to the City.

**23. DISPUTE RESOLUTION.** If either the Contractor 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 Contract, 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 Contract. 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, using a mediator to be agreed upon by the parties. If the parties are unable to agree upon a mediator, the parties agree to submit their dispute to non-binding mediation using a mediator to be appointed in accordance with the Arbitration Rules of the American Arbitration Association. 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.

**24. FORCE MAJEURE.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: , strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy, , acts of terror, explosions, earthquakes, hurricanes, lightning, floods, natural disasters, global or national recessions, energy blackouts, lockouts, legislative changes, regulatory changes, or other similar conditions or causes beyond Contractor's control.

**25. FRAUD.** Fraudulent statements by the Contractor on any Proposal or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

**26. INDEPENDENT CONTRACTOR.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Contractor 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.

**27. INFRINGEMENT.** Contractor represents and warrants to the City that: (a) Contractor shall provide the City good and indefeasible title to the deliverables to be supplied by the Contractor and (b) the deliverables supplied by the Contractor 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 a person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any basis for any such claims. Contractor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables to be supplied by the Contractor infringes the intellectual property rights of any third party; or (b) Contractor's breach of any of the Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or, at its option and at its own expense, engage its own separate counsel to act as co-counsel on the City's behalf.

**28. INTERPRETATION.** The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Contract. 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 Contract. 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 Contract, the UCC definition shall control unless otherwise defined in the Contract.

29. **LIENS.** Contractor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all services provided by Contractor under this Contract. At the City’s request, the Contractor or its sub-Contractor(s) shall provide a proper release of all liens, or a bond around such liens, or other satisfactory evidence of freedom from liens to be delivered to the City.
30. **NO WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
31. **NONDISCRIMINATION.** The Contractor, with regard to the work performed by it after award and prior to completion of this Contract, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-Contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
32. **NOTICES.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

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

Notice to the City:

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627  
\_\_\_\_\_@georgetown.org

With a copy to:

City of Georgetown  
ATTN: City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
\_\_\_\_\_@georgetown.org.

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

- 33. OWNERSHIP OF DOCUMENTS** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Contract. Contractor shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.
- 34. 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 Contractor within thirty (30) days after of receipt of a correct invoice for services. The Contractor 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 Contractor 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 Contractor and a sub-Contractor and/or its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Contract.
- 35. RIGHT TO AUDIT**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Contract. The Contractor 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 Contractor are resolved, whichever is longer.
- 36. SEVERABILITY**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
- 37. SUCCESSORS AND ASSIGNS**. This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by either party without the prior written consent of the other party. Any attempted assignment or delegation shall be void unless made in conformity with this Paragraph.
- 38. 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 Contract.
- 39. THIRD PARTY BENEFICIARIES**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

**40. VENUE.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

**SCON-2000262**

**TECHLINE, INC.**

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

Printed Name: \_\_\_\_\_

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

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

**CITY OF GEORGETOWN**

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

Printed Name: Dale Ross

Title: Mayor

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

ATTEST:

\_\_\_\_\_  
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Skye Masson, First Assistant City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**JIT INVENTORY SERVICES**

**A. GENERAL**

1. Contractor shall provide all labor and materials as required to store in a central lay down yard, electrical supplies, materials and equipment for non-emergency and emergency situations, and for the City's electric Capital Improvement Plan (CIP) projects utilizing Just In Time (JIT) inventory delivery methodology as proposed by Contractor and that specifically meets the exact needs of the City.

**B. STOCK FOR CIP**

1. Contractor shall be responsible for stocking items upon request with long manufacturing lead times that are used by the City.
2. Items in-stock shall be delivered within 48 hours of notification or the delivery date of the order request, whichever applies per order.
3. Prices for these items shall be the same as the prices Techline provides to LCRA pursuant to Goods Contract between LCRA and Techline, Inc. dated July 29, 2013 as amended with the volume discounts shown in Exhibit B-1.
4. Contractor will restock and credit unused packages or unused equipment~~whole items~~ and provide a credit to the City in a timely manner; provided however that the City agrees to pay restocking fees charged to or incurred by Contractor for any unused packages or unused equipment returned by the City that Contractor after reasonable efforts are made cannot sell to another Customer..

**C. EMERGENCY STOCK**

1. Contractor shall have a minimal number of select high dollar/high value long lead items available for emergency purposes at the Contractor's warehouse or facility and ready to be sent or picked up by City on demand. Contractor shall keep an inventory of in-stock items in accordance with the City's material requirements listed in **Exhibit B-2**. Contractor will procure all items and keep in-stock all items on list with minimum quantity levels as designated in **Exhibit B-2**. The City's surplus transformers and switchgear must be sold or used by the City before the Contractor will be obligated to purchase any additional such items for the City's emergency stock. The City must use best efforts to deplete all emergency stock before or after the final expiration of this Agreement. If Contractor purchases and holds inventory in stock pursuant to this Agreement and that inventory is not used or purchased by the City as of the expiration of this Agreement, City shall have the option to purchase all

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

such inventory from the Contractor. If the City does not purchase all such inventory the City agrees that it will pay all restocking fees charged to or incurred by Contractor for all inventory that Contractor can return to the manufacturer(s), and (ii) purchase all such inventory that Contractor cannot return to the manufacturer(s).

#### **D. DELIVERY REQUIREMENTS**

1. The City will notify Contractor of the date when the City intends to start construction. Contractor will provide delivery of the required material to the City lay down yard one week before the project is due to start construction. The delivery requirements will be in accordance with each purchase order for each individual order.
2. Contractor will deliver 3 Phase Pad Mount Transformers and other requested materials directly to the job site when requested and the Contractor can charge a crane fee per Exhibit B-2 attached hereto if needed.
3. Contractor will also package other materials required for the project such as hardware and cable accessories, cut to length primary cable as requested in advance by the City according to manufacturer lead times.
4. Contractor understands that a job site delivery cannot contain any back ordered material. In addition, kits will be wrapped in a colored shrink-wrap and labeled with the City work order to distinguish it from normal stock delivery. Any kit jobs will not be mixed with normal stock deliveries. City reserves the right to provide Contractor with some or all parts and equipment required for a kit which may have been purchased off this contract.
5. Appropriate signatures shall be obtained upon receiving material to the City or its contractors. A duplicate copy of the received material will be retained by City personnel on site and Contractor shall provide digital copies of all signed proof of deliveries for each invoice sent to the City.
6. Contractor deliveries shall be made as requested to specific job sites and to the City locations listed below:
  - a. City of Georgetown  
West Side Service Center  
5501 Williams Drive  
Georgetown, TX 78633  
*(No forklift at this site; must have a tow behind)*
  - b. City of Georgetown  
Central Warehouse  
300-1 Industrial Avenue  
Georgetown, TX 78626

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

c. Other Locations to be assigned within Williamson County as requested by City.

7. Contractor will provide after-hours delivery of materials as needed. The City will be provided with 24-hour contact information of Contractor's employee responsible for the initiation of emergency deliveries.
8. Contractor shall invoice the City for Emergency Stock and Stock for CIP upon delivery and acceptance unless shipment is refused by the City.
9. After delivery, the City may return unused Emergency Stock and Stock for CIP and a credit to the City's account will be applied as set forth in this Agreement.

#### **E. PLANNING AND SCHEDULING**

1. Contractor shall communicate with the planners at the City to determine the appropriate stock levels for the material as well as the amount of future inventory on order.
2. Contractor shall attend monthly operations meetings with project schedulers, engineers or consulting engineers to discuss an overview of upcoming work. Work plan projects that are not detailed to a specific bill of materials can be discussed with anticipated time lines. The City will provide information not limited to anticipated quantities and need dates for each project related item to be supplied by the Contractor
3. Contractor shall meet quarterly with City Management on JIT performance.

#### **F. SOFTWARE**

1. The City will have real time access to Contractor's warehouse inventory management system that will help to manage inventory reserved for City, preferably via some form of web interface that shall be available to authorized City employees.
2. City employee access to Contractor's system will be based on the appropriate job function/security level.
3. City employees shall receive training and tutelage on Contractor's website as needed and determined by the City.
4. A City user(s) shall be able to access the following information:
  - a. View Contractor's stock on hand by City stock number
  - b. See product pictures and view Manufacturer Catalog Data by City stock number
  - c. Check on the status of a City Work order and/or City Purchase Order
  - d. Reprint a Contractor Invoice

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

- e. View and Print Proof of Delivery including City employee signature and date.

#### **G. PERFORMANCE METRICS**

1. The following metrics will be used to measure the accuracy and performance of this Agreement:
  - a. On-Time delivery (measured by projected delivery date vs actual delivery date)
  - b. Fill rate accuracy of 95% or greater
  - c. Delivery to Proper location
  - d. Accuracy of packing lists
  - e. Access and effective training of their ordering system
  - f. Availability and on-time delivery of items on the Emergency stock list. City will get priority over all other businesses or consumers.
2. These metrics will be made available to appropriate City staff via Contractor's web based real time KPI dashboard.

#### **H. MISCELLANEOUS**

1. Upon request by City, Contractor shall assist the City to reduce its stranded investment in its inventory by identifying measures for inventory reduction and bringing efficiencies to City.

#### **I. DELIVERABLES**

1. Contractor's warehouse management system including all items in scope required by City to be held in stock shall be fully operational within 30 days of contract award for all items currently in Contractor's stock and fully operational within 200 days for any major items that Contractor has to order.
2. JIT Financial and Service level reports to be provided on a quarterly basis to City.
3. Training to City on ordering system shall be provided within 30 days of Effective Date.
4. Access to City staff to Contractor's software system shall be completed within 30 days of Effective Date.



**EXHIBIT B-1**  
**STOCK FOR CITY OF GOERGETOWN CIP**

<b>GEORGETOWN/TECHLINE VOLUME DISCOUNT FOR CONTRACT YEAR SALES</b>	
<b>1) Wire and Cable with Sales over \$600,000 = 2% Contract Year Volume Discount</b> Example: \$800,000 Sales - \$600,000 = \$200,000 X 2% = \$4,000 Rebate from Techline to COG	
<b>2) Stocked Single Phase Pad with Sales over \$350,000 = 2% Contract Year Volume Discount</b> Example: \$550,000 Sales - \$350,000 = \$200,000 X 2% = \$4,000 Rebate from Techline to COG	
<b>3) Stocked Three Phase Pad with Sales over \$225,000 = 2% Contract Year Volume Discount</b> Example: \$425,000 Sales - \$225,000 = \$200,000 X 2% = \$4,000 Rebate from Techline to COG	
<b>4) Direct shipped Only OH Transformers with Sales over \$50,000 = 1% Contract Year Volume Discount</b> Example: \$100,000 Sales - \$50,000 = \$50,000 X 1% = \$500 Rebate from Techline to COG	
<b>5) Switchgear with Sales over \$100,000 = 1% Contract Year Volume Discount</b> Example: \$200,000 Sales - \$100,000 = \$100,000 X 1% = \$1,000 Rebate from Techline to COG	
<b>6) Underground Products with Sales over \$50,000 = 2% Contract Year Volume Discount</b> Example: \$100,000 Sales - \$50,000 = \$50,000 X 2% = \$1,000 Rebate from Techline to COG	
<b>NOTE 1:</b> Contract year begins on date contract is signed and restarts each contract year thereafter for the life of the contract	
<b>NOTE 2:</b> The above Specific Product Volume Discount supercedes any volume discounts offered by Techline previously in association with RFP 201928	
<b>NOTE 3:</b> Sales on the specific pieces of material/equipment listed above means anything COG bought from Techline including Emergency Transformer or Switchgear sales with-in a contract single year	
<b>NOTE 4:</b> COG Surplus Transformers & Switchgear must be sold or used in COG System before Techline will purchase any of that particular new gear or transformer for COG emergency stock	

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

## EXHIBIT B-2

### EMERGENCY ITEMS TO BE STOCKED BY TECHLINE

Item No.	COG Part Number	QTY	Description	Model Number or Approved Equivalent	Price to COG From Techline To Keep 1 in Stock with firm fixed prices during the original term and any renewal options
1.0	360051	1	Switchgear PVI411S-3L 27KV	G&W SWGR-PVI41-386-1S-3L	\$63,519
MFTR and Model No. Proposed: G&W SWGR-PVI41-386-12-12					
2.0	3600S7	1	Vacuum Switch ph PA21-P302	G&W PA21-P302	\$13,276
MFTR and Model No. Proposed: G&W PA21-P302					
3.0	360058	1	Switchgear PVI42 2S-2L 27KV	G&W SWGR-PVI42-386 2S-2L	\$60,333
MFTR and Model No. Proposed: G&W SWGR-PVI42-386-12-9					
4.0	360059	1	Switchgear PVI43 3S-II 27KV	G&W SWGR-PVI43-386-3S-1 L	\$46,078
MFTR and Model No. Proposed: G&W SWGR-PVI43-386-12-11					
5.0	360383	1	Switchgear PVI62F 2s-4L	G&W SWGR-PVI162F-2S-4L	\$92,029
MFTR and Model No. Proposed: PV162-386-12-62F					
TRANSFORMERS BELOW HERE					
6.0	360072	1	500 KVA 3ph Pad Transformer DV 120/208	Howard 9585-435626-089	\$18,959

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

7.0	360073	1	750 KVA 3ph Pad Transformer DV 120/208	Howard 9589- 435593-008	<b>\$32,213</b>
8.0	360074	1	1,000 KVA Transformer DV 120/208 3ph Pad	Howard 9593- 435588-096	<b>\$39,364</b>
9.0	360075	1	1,500 KVA 3ph Pad Transformer DV 120/208	Howard 9594- 435577-054	<b>\$98,888</b>
10.0	360081	1	500 KVA 3ph Pad Transformer DV 277/480	Howard 9585- 435604-065	<b>\$16,317</b>
11.0	360082	1	750 KVA 3ph Pad Transformer DV 277/480	Howard 9589- 435604-066	<b>\$21,235</b>
12.0	360083	1	1,000 KVA 3ph Pad Transformer DV 277/480	Howard 9593- 435604-067	<b>\$23,634</b>
13.0	360084	1	1,500 KVA 3ph Pad Transformer DV 277/480	Howard 9594- 435604-068	<b>\$33,154</b>
14.0	360085	1	2,000 KVA 3ph Pad Transformer DV 277/480	Howard 9595- 435604-069	<b>\$49,938</b>
15.0	360086	1	2,500 KVA 3ph Pad Transformer DV 277/480	Howard 9596- 435604-070	<b>\$62,959</b>

Note #1: Any transformer weighing over 16,000 pounds need to add \$500 for crane lift charge for each location crane will make a lift

Note #2: All Transformers quoted are PEC specification which is the specification Georgetown is currently using to purchase transformers

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

Note #3: All Switchgear quoted are G&W - COG specification which is the unique specification Georgetown is currently using to purchase switchgear
Note #4: G&W Switchgear is specified to a unique (One of a kind) Georgetown specification and will not be sold to any other Techline customer
Note #5: COG Surplus Transformers & Switchgear must be sold or used in COG System before Techline will purchase any of that particular new gear for COG emergency stock
Note #5: All pricing above is for new stock; pricing is guaranteed first year - subject to change per contract pricing change methods (COG Surplus Material is priced separately)

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

SCON-2000262

## **Exhibit C**

### **Insurance Requirements**

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and authorized to do business in the State of Texas
  - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - 3. All endorsements and coverages are included according to the requirements of this Agreement
  - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

**SCON-2000262**

- F. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

**V. Commercial General Liability** requirements:

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

**VI. Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**VII. Workers’ Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subContractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Contractor’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subContractor does not have his or

{00010738 / v9 / / ELEC / TECHLINE / 7/17/2019}

her own policy and a coverage agreement is used, Contractors and subContractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subContractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**Exhibit D**  
**Certificate of Insurance**

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**SCON-2000262**