

RESOLUTION NO. R2024-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE CONTRACTUAL AGREEMENT TO ALLOW THE LCRA TO CONTINUE PERFORMING REGULAR MAINTENANCE, INSPECTIONS, AND TESTING ON THE CITY OWNED SUBSTATION EQUIPMENT CONTAINED WITHIN THE BURNET SUBSTATION FOR THE NEXT 5 YEARS. AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY

Whereas, the City of Burnet Electric Department does not have a substation department; and

Whereas, The City of Burnet Electric Department has received a quote from the LCRA for the contractual agreement in the amount of \$30,156.36; and

Whereas, this is a five year contractual agreement for testing, inspection, and maintenance in the amount of \$30,156.36;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas (the "City Council") and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council does hereby approve the contractual agreement with the LCRA to proceed with the testing, inspection, and maintenance of the city owned facilities within the Burnet Substation to be funded as follows:

Year 1: March 1, 2024-February 28, 2025 \$362.22 per month

Year 2: March 1, 2025-February 28, 2026 \$460.81 per month

Year 3: March 1, 2026-February 28, 2027 \$563.33 per month

Year 4: March 1, 2027-February 29, 2028 \$563.33 per month

Year 5: March 1, 2028-February 28, 2029 \$563.33 per month

Section 3. Authorization. The City Council does hereby authorize the City Manager and the Finance Director to take such actions reasonably necessary to facilitate the purpose of this Resolution.


Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of

the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

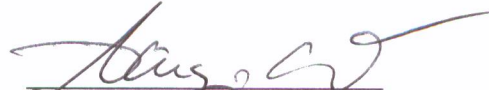
PASSED AND APPROVED this the 27th day of February, 2024.

ATTEST:

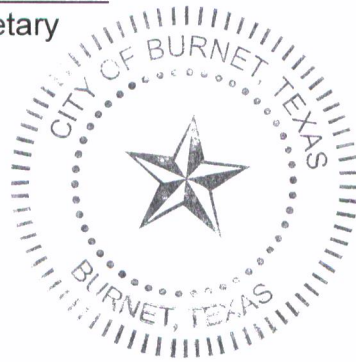
CITY OF BURNET, TEXAS



Kelly Dix, City Secretary



Gary Wideman, Mayor



PROJECT PROPOSAL

**LCRA Transmission Strategic Services
CUSTOMER SERVICES CONTRACT**

Form CSC revised 06/22/2020

CUSTOMER:

City of Burnet
P.O. Box 1369
Burnet, TX 78611
Attn: Taylor Stuckey

PROJECT:

Burnet - Substation Inspection, Maintenance and Testing 2024-2029

DATE SUBMITTED

February 1, 2024

SCOPE OF SERVICES:

LCRA will perform substation maintenance for the City. Scope of Services and Pricing Sheet Attached. Price will increase in Year 1, Year 2 and Year 3 and then maintain for Years 4 and 5. Monthly amount added to the Power Bill.

Pricing as follows:

- Year 1: March 1, 2024 - February 28, 2025 = \$ 362.22 per month
- Year 2: March 1, 2025 - February 28, 2026 = \$ 460.81 per month
- Year 3: March 1, 2026 - February 28, 2027 = \$ 563.33 per month
- Year 4: March 1, 2027 - February 29, 2028 = \$ 563.33 per month
- Year 5: March 1, 2028 - February 28, 2029 = \$ 563.33 per month

PROJECT SCHEDULE:

Start:

Effective Date: March 1, 2024

Complete:

Completion Date: February 28 2029

LCRA CONTACT

Bill Jerram
bill.jerram@lcra.org
512-940-6713
Lower Colorado River Authority
3700 Lake Austin Blvd.
Austin, TX 78767-0220
Attn: Transmission Strategic Services

CONTRACT TYPE & ESTIMATED COST:

Contract Type: **Independent Contract**

Billing Method: **Fixed Price**

Total Cost: **\$30,156.36**

Reference Contract:


(Please note that if this is an independent contract, terms and conditions should be attached.)

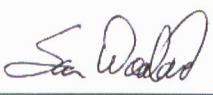
Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract. This proposal is valid for 60 days after submittal.

Parties:

City of Burnet

Lower Colorado River Authority

By: 
Printed Name DAVID VAUGHAN
Title: CITY MANAGER
Date: 2/29/24

By: 
Printed Name Sam Woolard
Title: VP, Transmission Field Service
Feb 29, 2024

OFFICE USE ONLY

Job Description: Burnet - Substation Inspection, Maintenance and Testing 2024-2029

Project ID: _____

Work Order: _____

Contract Owner: **Bill Jerram**

Contract Coordinator: **Catherine Hempfling**

**BURNET 5-Year Substation Inspection Maintenance and Testing
EXHIBIT A - Pricing Sheet**

Monthly Visual Inspection (11 per year)		AMOUNT	Adj Year 1	Adj Year 2	Year 3	Year 4	Year 5	
BURNET - (one per month - total of 11 checks per year for 5 years)		\$9,814.20	\$ 1,414.60	\$ 1,799.60	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	Annual
Visual Inspection and Trip and Close Breaker on an Annual Basis (1 per year)		\$9,814.20						
BURNET - 4 breakers - one per year for 5 years		AMOUNT						
		\$8,922.00	\$ 1,286.00	\$ 1,636.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	Annual
		\$8,922.00						
Internal/External Inspection - 1 time over 5 years (includes relay testing)		AMOUNT						
BURNET - 2 breakers per day - 4 breakers total		\$11,420.16	\$ 1,646.08	\$ 2,094.08	\$ 2,560.00	\$ 2,560.00	\$ 2,560.00	Annual
		\$11,420.16						
5-Year TOTAL		\$30,156.36	\$ 4,346.68	\$ 5,529.68	\$ 6,760.00	\$ 6,760.00	\$ 6,760.00	Annual
MONTHLY:		\$ 362.22	\$ 460.81	\$ 563.33	\$ 563.33	\$ 563.33	\$ 563.33	

Year 1: March 1, 2024 - February 28, 2025 \$ 362.22 per month
 Year 2: March 1, 2025 - February 28, 2026 \$ 460.81 per month
 Year 3: March 1, 2026 - February 28, 2027 \$ 563.33 per month
 Year 4: March 1, 2027 - February 29, 2028 \$ 563.33 per month
 Year 5: March 1, 2028 - February 28, 2029 \$ 563.33 per month

Total # of Breakers Site 1 4
 Monthly Visual Inspection \$ 50.00
 Visual Inspection Trip/Close \$ 500.00
 Int/Ext Inspection \$3,200.00

Distribution Breaker Maintenance Scope of Work

This agreement shall cover, Per Distribution Breaker: See attached spreadsheet for details.

1. A monthly visual inspection.
2. A Yearly trip/close check.
3. One internal/external/relay test/inspection every 5 years.

Circuit Breaker Maintenance – Distribution

- Clean components of lift rods/cross-arms, check for wear, damage, looseness and check alignment
- Inspect bushing CT's for damage and loose wiring
- Inspect gaskets
- Perform leak test
- Verify ground connections
- Inspect bushings for damage and clean
- Filter oil
- Tighten high voltage line/load connections
- Hi-pot vacuum bottle
- Measure contact resistance

Relay Circuit Breaker - Distribution

Relay Calibration, including UFLS relays.

- For verification of relay settings the customer must provide the settings unless LCRA TSC Systems Protection has previously provided
- Verify operational settings according to latest transmission system requirements
- Verify relay case grounding
- Verify indication lights
- For non-digital relays test and calibrate if necessary
- Verify proper operation and pickup of trip indications
- Verify timers for correct settings
- Verify correct operations of alarms to SOCC/annunciator
- Verify control, CT, and PT wiring connections on relays and terminal blocks are tight
- Verify the A/D converters, if included, within the relay by testing or comparing values against other devices
- Verify operations of all relay inputs and outputs essential to proper function not covered above
- For instrument transformers verify presence, rotation and direction/polarity of all voltage and current inputs and compare to another instrument transformer on the same circuit
- Verify sync check voltage for applicable automatic reclosing schemes
- For auxiliary equipment check AC and DC voltage inputs to all relays, carrier and aux equipment
- Function test/Trip check
- Verify correct operation of all switching devices under relay control
- Verify proper operation of all relay panel trip/control circuits
- Verify electrical operation of electromechanical lockout
- Verify the pressure or flow sensing mechanism is operable in sudden pressure tripping relays

LCRA SUBSTATION SERVICES

Scope of Services

This Contract shall cover substation services for assets listed in Exhibit A for substation equipment and facilities owned by Customer. All inspections shall be performed in accordance with the Standards for Inspection and Maintenance of LCRA Transmission Services Corporation Equipment and Facilities or the manufacturer's service manual, unless otherwise requested in writing by the Customer. LCRA shall provide copies of all applicable reports to the Customer after work completion. All services will be invoiced after the work is performed. All pricing is based on the attached Schedule (Exhibit A).

Additional maintenance on assets not included in Exhibit A must be requested in writing (email is sufficient) or added as an amendment to this agreement. LCRA Transmission Substation Maintenance personnel may also be available for corrective maintenance and/or emergency repair work depending on availability and LCRA Agreement. This work will be charged at Customer Service prevailing rates. These services will be invoiced each time they are required after the work is performed.

LCRA will perform tests and report findings, following the guidelines of standard testing and best practices.

If applicable, Customer shall remain solely responsible for all liabilities and obligations related to the Bulk Electric System ("BES") protection elements, including any regulatory requirements associated with such elements or any fines or penalties resulting therefrom. Notwithstanding anything to the contrary in this Contract, including the Interlocal, LCRA makes no representations or warranties, express or implied, as to the completeness or accuracy of the BES protection elements test reports or their suitability for a particular purpose, and LCRA will not be liable for errors or omissions in, or delays in providing, the BES protection elements test reports.

Either party may terminate this Contract by giving ninety (90) days advance written notice, which shall include an effective date for termination of the Agreement. Written notice shall be provided by email or mail.

CUSTOMER SERVICES CONTRACT

1. Agreement. This Customer Services Contract, including these terms and conditions, the Project Proposal, and any other documents attached hereto (collectively, the "Contract"), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Contract and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Contract and the terms of any applicable Customer form, the terms of this Contract will control.
2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal ("Services"). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. Term; Termination. This Contract will commence on the date of the last signature by the parties ("Effective Date") and will govern LCRA's performance of the Services. Either party may terminate this Contract for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal:
 - (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or
 - (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by the parties.
- LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Contract. All payments by Customer under this Contract will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
7. Warranty; Disclaimer.
 - (a) During the term of this Contract, and for a period of 30 days after completion of the Services, LCRA will correct or re-perform any Services not conforming to the requirements of this Contract. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.
 - (b) Any law, code or standard referenced in this Contract will refer to the version of such law, code or standard in effect as of the Effective Date.
 - (c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA'S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS CONTRACT.**
8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer's equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer's equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer's equipment or the site prior to the commencement of LCRA's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.
9. Schedule. Unless otherwise expressly stated in the Contract documents, time is *not* of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA's delay in providing the Services, including any failure to meet schedules contained in this Contract.
10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Contract to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or

CUSTOMER SERVICES CONTRACT

events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.
12. Amendment. This Contract may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.
13. Assignment. This Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Contract, in whole or part, without the prior written consent of the other party.
14. Non-Waiver. No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.
15. Partial Invalidity. If any section or part of this Contract is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Contract, and the remainder of this Contract will remain in full force and effect with the deletion of the part declared invalid.
16. Choice of Law; Venue; Waiver of Jury Trial. This Contract will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Contract will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.
17. Ownership. Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Contract and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.
18. Confidentiality. "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Contract, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.
19. Municipally Owned Utilities. If Customer is a municipally owned utility, the following additional terms will apply:
 - (a) This Contract is entered into under the authority of Chapter 791 of the Texas Government Code;
 - (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Contract. In addition, the amounts payable by Customer to LCRA under this Contract are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.
 - (c) Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.
20. Survival. Termination or expiration of this Contract will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Contract. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Contract: Costs; Invoicing; Warranty; Disclaimer; Environmental Conditions, Schedule, Limitation of Liability, Choice of Law; Venue; Waiver of Jury Trial, Ownership, Confidentiality, and Municipally Owned Utilities.

