

ORDINANCE NO. 2025-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AGREEMENT WITH TRANE TECHNOLOGIES UNDER THE OMNIA PARTNERS COOPERATIVE PURCHASE AGREEMENT TO BEGIN A DESIGN/BUILD APPROACH TO THE DESIGN AND CONSTRUCTION OF A WASTEWATER TREATMENT FACILITY; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a cooperative agreement under OMNIA for the necessary timelines to design and build a 4 million gallon a day wastewater treatment plan; and

WHEREAS, the City, upon comparing the timeline and costs of traditional methods of technology and construction, believes this agreement is in the best interest of the residents and ratepayers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the execution of a Cooperative Purchase Agreement as shown in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City's Code of Ordinances, and the City's adopted purchasing and procurement policies.

Section 4. Repealer: To the extent reasonably possible, Ordinances are to be read together in harmony. However, all Ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this

Ordinance shall be and remain controlling as to the matters regulated.

Section 5. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 6. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ AND APPROVED on First Reading on the 8th of April, 2025.

READ AND ADOPTED on Second Reading on the 22nd of April, 2025.

THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro-Tem

ATTEST:



Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:



City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

Waste Water Treatment Improvements -Project Development Agreement-

Between City of Bastrop and Trane

This Project Development Agreement (PDA) provides **City of Bastrop ("Client")** with technical resources from **Trane U.S. Inc. ("Trane")**, through its **Texas Commercial Sales Office ("Trane Texas")**, for the development of a proposal at the Client's wastewater treatment facility in Bastrop, Texas.

Goal Summary

This signed project development agreement by Client authorizes Trane Texas to proceed with the detailed program development tasks necessary to verify the project costs and scope of work discussed during recent feasibility analysis discussions.

Development Scope

Trane to conduct a two-phase detailed study and project development effort as required to identify, document, and provide a price proposal as it relates to the below scope of work items:

1. Prepare a concept development package for a 4 MGD MBR Wastewater Treatment Facility (the "WWTF") for the Client. The Project is located off Highway 304, approximately 1.4 miles south of the intersection of Highways 21 and 304 in Bastrop, Texas.
2. Trane intends to evaluate and verify the application of the 4 MGD MBR WWTP technology offered by reUse Innovations, Inc. as the Basis of Design (the "BOD"); due diligence efforts to include, but not be limited to, evaluation of comparative technologies, evaluation of energy performance, total cost of ownership analysis, component supply chain dependencies, vetting of supplier/vendor/subcontractor participation, and compliance reviews required for use of the Omnia Cooperative Purchasing Agreement.
3. Trane will coordinate activities with the independent Engineer of Record (the "EOR") once the Client has approved and executed a formal agreement with the EOR; Trane will offer recommendations as to the anticipated timing and appropriate schedule for execution of said EOR agreement; the EOR agreement will be a direct contract between the Client and the EOR which is independent of the Omnia Cooperative Purchasing Agreement.
4. Trane shall utilize record documents of the existing plant, Google Earth, Google Maps, field recordings and other tools at its disposal to assist in its concept development. At a minimum, the conceptual development package for the MBR system shall include the following components/services/items in its consideration:
 - A. Improvements to the existing Lift Station;
 - B. A new Influent Screening System;
 - C. An Influent Transfer basin;
 - D. A new Sludge Management System;
 - E. A new Power Distribution System, including, but not limited to;
 - Primary power service upgrades;
 - A Backup Generator and Automatic Transfer Switch;

- Step-Down Transformer(s);
 - 480V Electrical Panel(s); and,
 - 120V Electrical Panel(s).
- F. A “modular” MBR Wastewater Treatment Plant, utilizing concrete tanks and capable of processing 4 MGD, with a peak factor of 4Q;
- G. All Site Work and Appurtenances, including but not limited to:
- Concrete Flatwork; Fencing; Grading / Excavation / Compaction / Backfilling / Erosion Control; Roadbase / Driveways / Turnarounds; General Site Work / Retaining Walls / Underground Drains; Underground Utilities; Discharge Line; Incoming Power; Covers / Buildings; Area and/or Site Lighting; Onsite Labor Costs; and, Equipment Rentals.

Phase 1 of the detailed study will include activities and tasks outlined in **ATTACHMENT A**.

After customer review and approval of the Phase 1 results and deliverables, Phase 2 of the detailed study will include activities and tasks also outlined in **ATTACHMENT A**.

Client agrees to provide timely and complete access to the following:

- Access to procurement and legal personnel to finalize procurement related details and contract documents when appropriate
- Access to the site and to facility personnel, management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project
- A time and location for meeting(s) for presentation of Trane's results of the Phase 1 results/deliverables, Phase 2 results/deliverables, and review of the Final Proposal; meeting participants to include all parties that will be involved in the decision-making & execution process

Schedule

A preliminary sample schedule of activities is included as **ATTACHMENT B**.

Procurement


Omnia Cooperative Purchasing Agreement, *Energy Solutions, Region 4 ESC-TX, Contract Number R221505* will be used for the procurement of these services. As part of the detailed project development effort Trane Texas will fully evaluate the project costs and document the scope of work items as outlined in this document. Upon conclusion of the project development effort, Trane Texas will provide the Client with an installation agreement containing firm construction costs to implement the project. A complete set of construction bid documents are not necessary for Trane Texas to adequately describe the scope of work and obtain firm pricing from installation subcontractors, thus the creation of a complete set of said documents, if required for permitting, will be deferred to the implementation phase of the project. In addition, prior to execution of the installation agreement; should the proposed scope of work require an engineer of record in accordance with state and local requirements, Trane will provide all relevant information associated with this project development agreement to said engineer of record to facilitate their seamless integration into the project. Lastly, as this is an initial procurement contract, the City Manager of Bastrop will have the ability to provide Trane and assign with contractual approval at the various milestones throughout this project, to insure timely execution for critical path activities.

Financial Commitment


Client and Trane, and assign, will enter into an implementation Contract within forty-five (45) days of delivery of the Final Proposal. Since it is the intent of both parties to finalize an implementation Contract, negotiations shall take place in an expeditious and forthright manner. Any associated development costs incurred during this phase shall be carried forward and recovered in the final negotiated contract costs. However, in the event the Client does not enter into a Contract within the aforementioned period, Client agrees to pay Trane the amount of **\$1,300,000**. All amounts payable hereunder shall be paid within 30 days from the date of invoice.

The signatories hereto represent that they have been duly authorized to enter into to this PDA on behalf of the Party for whom they sign.

City of Bastrop

Signature: 
Name: Sylvia Carnillo-Trevino
Title: City Manager
Date: 5/15/2025

Trane U.S. Inc., through its Texas Commercial Sales Office

Signature: 
Name: Jennifer Felsburg
Title: Vice President Regional General Mgr
Date: 5/20/25

ATTACHMENT A

PHASE 1: Project Basis of Design Definition / Budget Phase

Trane will conduct on-site visits with technical personnel to initially assess the viability of a future turnkey construction project. The information described below represents the typical steps Trane will take to fully develop the project.

A. Initial Technical Activity to include:

- 1) Review existing plant operations and related information provided by the Client.
- 2) Identify and document existing infrastructure associated with the potential project.
- 3) Identify and document existing electrical service entrance and assess any expansion requirements.
- 4) Assess existing control system capabilities.
- 5) Review relevant expansion information as it relates to site and utility infrastructure requirements
- 6) Site-related investigation efforts as required to develop a scope of work
- 7) Renewable energy generation options (i.e. Solar PV, anaerobic digestion, etc.)

B. Feasibility Assessment to include:

- 1) Prepare a high-level BOD synopsis of the project to include the necessary additions or modifications to the existing WWTP systems, electrical infrastructure, and other site-related changes.
- 2) Identify in the report the anticipated resources required to conduct the detailed project development activities described in PHASE 2 below.
- 3) Include an initial assessment of the project financial risk points as it relates to design and constructability concerns.
- 4) Identify potential and/or probable long-lead items which would impact the critical path for project implementation.
- 5) Compile all feasibility assessment results in a BOD presentation package for review and approval by Client.
- 6) Included in the aforementioned BOD presentation package will be a refined project Rough Order of Magnitude (ROM) implementation budget and an appropriate financial analysis. *(Note: The level of documents provided at this stage is intended to assist Client in developing a better understanding of the financial elements of the project, such that go-no-go decisions can be provided to Trane regarding the final project scope to move forward with detailed project development pricing – this pricing phase is not intended to be at a level required for a turnkey firm pricing proposal).*

C. EOR Scheduling:

- 1) After Client has reviewed the PHASE 1 feasibility assessment results and approves of the ROM budget, technology approach, and BOD assumptions, Trane recommends that Client execute the formal EOR agreement.
- 2) Results of the PHASE 1 activities are intended to serve as bridging and planning documents for the EOR to utilize in their subsequent scope of work, along with facilitating the selection of an EOR by the Client.

PHASE 2: Detailed Project Development (Final Pricing Phase)

Upon mutual understanding and alignment of the scope of work by both parties, Trane will proceed with the Detailed Project Development Final Pricing Phase. At a minimum, the following activities will be included in the Detailed Project Development Final Pricing Phase:

A. Long-lead Equipment Purchasing

- 1) As appropriate to support Client scheduling needs, Trane may suggest prepurchase approvals from Client for long-lead items which may affect or impact the critical path for project completion.
- 2) Equipment, components or materials suggested for prepurchase would be ordered only after Client and Trane agree on prepurchase terms and conditions which align with the Omnia Cooperative Purchase Agreement requirements.
- 3) EOR submittal review and approval will be required prior to any procurement of long-lead items.

B. Installation Pricing Documentation

- 1) Identify and list the modifications to the facility for the identified project.
- 2) Coordinate with EOR to understand system level flow diagrams showing interconnection of existing systems to new systems, and to further establish any control system requirements.
- 3) Coordinate with EOR to understand the drawings and specifications (design requirements) to develop firm pricing.
- 4) Scope of work-related narratives to be incorporated into the implementation agreement.

C. Develop Final Pricing

- 1) Identify installation contractor(s) meeting Trane's subcontractor qualification requirements for portions of the identified scope of work
- 2) Coordinate on-site visits with the subcontractors.
- 3) Analyze and refine all subcontractor and vendor/supplier bid pricing for reasonableness.
- 4) Coordinate meetings to review the scope of work intent outlined in the final pricing proposal documents and interview the preferred contractors as it relates to pricing and scope clarifications.
- 5) Create a master implementation schedule to include in the final proposal.
- 6) Develop a final proposal and an implementation agreement for presentation to the Client for approval.



Trane PDA

- ▶ LOA Preparation / Customer Presentation- Sales
- ▶ PDA Development- Trane PD / Fulfillment
- ▶ PDA Phase 1- Budget Development Phase
 - PDA Phase 1 Duration
 - Phase 1 Workshops with Bastrop
- ▶ PDA Phase 2- Final Pricing Phase (Based on EOR Design)
 - PDA Phase 2 Duration
 - OPTION- Purchase Long Lead (A3) Items
 - Long Lead Item Delivery Allowance
- ▶ Engineering (EOR) Phase- 3rd Party to Customer
 - City Hires Engineer of Record
 - Engineering (Site Adaptation)
- ▶ Final Proposal Delivered
 - Omnia Agreement / Legal Related Actions
 - Develop Final Proposal
 - Signed Proposal for Implementation
- ▶ Construction Phase Implementation Phase