



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**June 1, 2021**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS**  
**1400 SCHERTZ PARKWAY BUILDING #4**  
**SCHERTZ, TEXAS 78154**

**CITY OF SCHERTZ CORE VALUES**

**Do the right thing**

**Do the best you can**

**Treat others the way you want to be treated**

**Work cooperatively as a team**

**AGENDA**

**TUESDAY, JUNE 1, 2021 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, June 1, 2021, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.**

**Call to Order**

**Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.  
(Councilmember Scagliola)**

**Presentations**

- 1. Resolution No. 21-R-52** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the 2021 Recipient of the Hal Baldwin Scholarship. (M. Browne/S. Gonzalez) *Presentation to follow approval.*

**Employee Recognition**

- EDC: Morgan Maddox - Administrative Assistant
- EMS: Felipe(Phillip) Garcia - EMS Paramedic
- Fire: Felicia Canales - Administrative Assistant
- Public Works: Shawn O'Brien - Service Worker 1

## City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (R. Gutierrez)

## Hearing of Residents

*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.*

***All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.***

*Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.*

## Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

2. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of May 25, 2021. (B. Dennis)
3. **Ordinance No. 21-T-23** - Consideration and/or action approving an Ordinance by the City Council of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021 Budget to provide for construction of the Elbel Storm Drain and Overlay Project, repealing all ordinances or parts of ordinances in conflict with this ordinance and providing an effective date. ***Final Reading***
4. **Resolution 21-R-47** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the Schertz Seguin Local Government Corporation (SSLGC) Fiscal Year 2021-2022 Water Rates and other matters in connection therewith. (SSLGC Resolution #SSLGC R21-14)(C. Kelm/S.Williams/V. Ruiz)
5. **Appointments/Reappointment and Resignations to the various City Boards, Commissions and Committees** – Consideration and/or action regarding appointments/reappointments and resignations to The Board of Adjustment, Building and Standards Commission, Economic Development Corporation Board, Capital Improvement Advisory Committee (CIAC), Historical Preservation Committee, Library Advisory Board, Planning & Zoning Commission, Parks & Recreation Advisory Board and the Transportation Safety Advisory Commission. (Mayor/Council/B. Dennis)

- 6. Resolution 21-R-49** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Professional Services Contract with Fugro totaling no more than \$140,000.00 for professional engineering related services on the PCI Data Update Project. (B. James/K. Woodlee/J. Nowak)

### **Roll Call Vote Confirmation**

### **Closed Session**

- 7.** The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Secretary, Brenda Dennis.

### **Reconvene into Regular Session**

- 7a.** Take any action based on discussion held in closed session under Agenda Item 7.

### **Roll Call Vote Confirmation**

### **Requests and Announcements**

- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers
  - City and community events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing education events attended and to be attended
  - Recognition of actions by City employees
  - Recognition of actions by community volunteers

### **Adjournment**

### **CERTIFICATION**

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 28th DAY OF MAY 2021 AT 3:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

**BRENDA DENNIS**

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF \_\_\_\_\_, 2021. TITLE: \_\_\_\_\_**

*This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.*

**The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.**

**Closed Sessions Authorized:** This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

#### COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<b>Mayor Gutierrez</b> Audit Committee Investment Advisory Committee Main Street Committee	<b>Councilmember Scagliola – Place 5</b> Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
<b>Councilmember Davis– Place 1</b> Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	<b>Councilmember Scott – Place 2</b> Interview Committee for Boards and Commissions Schertz Animal Services Advisory Commission
<b>Councilmember Whittaker – Place 3</b> Audit Committee TIRZ II Board	<b>Councilmember Dahle – Place 4</b> Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
<b>Councilmember Heyward – Place 6</b> Audit Committee Investment Advisory Committee Main Street Committee	<b>Councilmember Brown – Place 7</b> Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** June 1, 2021  
**Department:** Executive Team  
**Subject:** Resolution No. 21-R-52 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the 2021 Recipient of the Hal Baldwin Scholarship. (M. Browne/S. Gonzalez) *Presentation to follow approval.*

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**BACKGROUND**

By Resolution No. 09-R-03 in 2009, the City Council established the Hal Baldwin Scholarship. The Hal Baldwin Scholarship Committee, a committee that assists the City Council with the scholarship process, reviewed the applications and recommends the following students as recipients for the 2021 Scholarship:

Emma Jachimowicz - \$5,000

Ms. Jachimowicz is a senior at Samuel Clemens High School and will attend Texas A&M University in the fall. She plans to study for her bachelor's degree in Elementary Education and then go on to get a master's degree in Education Administration. Her primary goal is to be an elementary school teacher and eventually a principal.

**GOAL**

To award the Hal Baldwin Scholarship to a graduating high school senior living in the City of Schertz who desire to pursue a career in public service.

**COMMUNITY BENEFIT**

The Hal Baldwin Scholarship was created in February 2009 to honor the late Mayor Hal Baldwin for his many years of public service to the City of Schertz.

**SUMMARY OF RECOMMENDED ACTION**

Adoption of Resolution 21-R-52

**FISCAL IMPACT**

\$5,000 to come from Hal Baldwin Scholarship Fund

**RECOMMENDATION**

Adoption of Resolution 21-R-52

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**Attachments**

Resolution 21-R-52

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## **RESOLUTION NO. 21-R-52**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE 2021 RECIPIENT OF THE HAL BALDWIN SCHOLARSHIP, AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, on February 10, 2009, the City Council of the City of Schertz, Texas created the Hal Baldwin Scholarship to honor Mayor Hal Baldwin for his many years of public service to the City of Schertz; and

WHEREAS, this scholarship is awarded to graduating high school seniors who live in the City of Schertz who desire to pursue a career in public service; and

WHEREAS, students desiring to be considered for the Scholarship must attend/view at least two Schertz City Council meetings, prior to submitting their application; and

WHEREAS, students must submit a statement that describes what the meaning of public service is to them and a statement regarding their educational goals and career intentions that reflects his or her interest in public service; and

WHEREAS, there is a Hal Baldwin Scholarship Committee to assist the City Council with the scholarship process by recommending potential scholarship winners to the City Council; and

WHEREAS, the Scholarship Committee has recommended that Emma Jachimowicz receive the Hal Baldwin Scholarship for 2021; and

WHEREAS, the City Council hereby finds that awarding Emma Jachimowicz the 2021 Hal Baldwin Scholarship serves a public purpose by encouraging and assisting Schertz graduating high school seniors pursue their interest in public service at the collegiate level.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS:**

**Section 1.** The City Council hereby awards the 2021 Hal Baldwin Scholarship in the amount of \$5,000 to Emma Jachimowicz.

**Section 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**Section 3.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordained herein.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** This Resolution shall be in force and effect from and after its final passage.

**PASSED AND APPROVED** on the 1<sup>st</sup> day of June, 2021.

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Mayor, Ralph Gutierrez

ATTEST:

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City Secretary

(City Seal)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** June 1, 2021  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of May 25, 2021. (B. Dennis)

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**BACKGROUND**

The City Council held a Regular City Council meeting on May 25, 2021.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

5-25-2021 Draft Min

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# DRAFT

## MINUTES REGULAR MEETING May 25, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 25, 2021, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City      City Manager Dr. Mark Browne; Assistant City Manager Brian James;  
Staff:    Assistant City Manager Charles Kelm; City Attorney Daniel Santee; Assistant  
            to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Deputy  
            City Secretary Sheila Edmondson

### **Call to Order**

Mayor Gutierrez called the meeting to order at 6:00 p.m.

### **Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Dahle)**

Councilmember Dahle provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

### **City Events and Announcements**

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)

Assistant City Manager Brian James provided the following information:

- Saturday, May 29th

Pickrell Park Pool opens for the summer

Hours are Tuesday through Sunday from 12:00 PM to 7:00 PM through August 8th

Pool closed on Mondays for maintenance

- “Dark Skies & Fireflies”

Crescent Bend Nature Park

7:00-8:00 PM

Local firefly expert and founder of Firefly Conservation & Research, Ben Pfeiffer, is partnering with Schertz Parks and Recreation to provide a great fun and educational program for all ages. This program will offer firefly education and a chance to explore and learn how to carefully catch local fireflies. So don't forget to bring a chair and a butterfly net! Meet at the 1st parking lot near the restroom building and trailhead.

- Monday, May 31st City Offices Closed in Observance of Memorial Day

Memorial Day Ceremony at the Knights of Columbus Hall, 509 Schertz Parkway - 9:00 am - Council to arrive by 8:30 am.

- Tuesday, June 1st - Next regular scheduled Council meeting

Mr. James also announced and noted the recent construction signs that have been posted on Live Oak Road, regarding upcoming lane closures - they will begin construction next week.

- Announcements and recognitions by the City Manager (M. Browne)

Dr. Browne presented and showed the "Commitment to excellence Award" Community Partners of the Year 2020-2021 which the City received by the School District. This award is in reference to the vaccine clinics and the vaccinations provided to their teachers and students.

- Announcements and recognitions by the Mayor (R. Gutierrez)

Mayor Gutierrez recognized City Secretary Brenda Dennis, Deputy City Secretary Sheila Edmondson and former Deputy City Secretary Gayle Wilkinson. Mayor Gutierrez presented the "Texas Municipal Clerks Office Award of Excellence" received from the Texas Municipal Clerks Association to the City Secretary's Office. Mayor Gutierrez stated that of the 595 cities with members in the Texas Municipal Clerks Association, the Office of the Municipal Clerk in the City of Schertz is one of 43 to receive this award. Mayor Gutierrez stated a municipal clerks office must have met and demonstrated nine of 12 standards to be eligible to receive. The 12 standards considered by a committee included:

*Records Management, Open Meetings Act, Professional Development/Certifications, Board/Commissions, Government Transparency, Municipal Clerk Office Policies/Procedures, Elections, Awards/Recognitions, Public Information Act, Innovation/Stream-Line Projects, Departmental Training and other areas of responsibility.*

City Secretary Brenda Dennis thanked the Mayor and stated that this award could not have been achieved without the teamwork of City Management, Mayor and Council, City Departments, the community, the school district, and former Deputy City Secretary Gayle Wilkinson. She thanked everyone for their efforts as well.

## **Hearing of Residents**

*No one signed up to speak or emailed the City Secretary.*

Mayor Gutierrez stated that going forward emails that are received for the hearing of residence will be provided to Council but will not be read into the record.

## **Consent Agenda Items**

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

Mayor Gutierrez read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of regular meeting May 11, 2021. (B. Dennis)
2. **Appointments/Resignation to Boards and Commissions/Committees** - Consideration and/or action regarding appointments/resignations to various Boards and Commissions/Committees. (Council/B. Dennis)

Resignation of Matthew Wood - Building and Standards Commission  
Resignation of Guy Scott - Historical Preservation Committee  
Appointment of Patricia Barnes - Historical Preservation Committee  
Appointment of Mateo Garcia - Transportation Safety Advisory Commission

3. **Resolution No. 21-R-48** - Consideration and/or action approving a Resolution by the City Council of Schertz, Texas authorizing an increase to the contract with D&S Concrete Constructors, relating to the CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project and authorizing the budget expenditures. (B. James/K. Woodlee/J. Nowak)

4. **Resolution No. 21-R-50** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 537 Main. (M. Browne/B. James)
5. **Resolution No. 21-R-51** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 820 Main. (M. Browne/B. James)
6. **Ordinance No. 21-T-19** – Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the Fiscal Year 2021 Budget to provide funding for professional services related to the Corbett Ground Storage Tank, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. ***Final Reading*** (B. James/K. Woodlee/J. Shortess)
7. **Resolution No. 21-R-44** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement with Ford Engineering, Inc. relating to the Corbett Ground Storage Tank Engineering and Design Proposal and authorizing the budget expenditures for the project. (B. James/K. Woodlee/J. Shortness)
8. **Resolution No. 21-R-45** – Consideration and/or action approving a Resolution by the City of Schertz, Texas authorizing a contract with Kimley-Horn and Associates, Inc. relating to the 16” Dedicated Transmission Main Engineering and Design Project and authorizing the budget expenditures for the project. (B. James/K. Woodlee/J. Shortess)
9. **Resolution No. 21-R-46** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a revision of the Not To Exceed Amount of an approved contract with DAC, Inc of New Braunfels, Texas, increasing the total amount from \$175,000 to \$178,000. (B. James/M. Clauser)

Mayor Gutierrez asked Council if there were any items they wished removed for separate action. Mayor Gutierrez recognized Mayor Pro-Tem Whittaker who requested that agenda items 4 & 5 be removed for separate action.

Mayor Gutierrez asked for a motion to approve consent agenda items 1, 2, 3 and 6 through 9.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Allison Heyward to approve consent agenda items 1, 2, 3 and 6 through 9.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

## **Discussion and Action Items**

Mayor Gutierrez read the following items into record:

**4. Resolution No. 21-R-50** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 537 Main. (M. Browne/B. James)

Mayor Ralph Gutierrez recognized Mayor Pro-Tem Whittaker who requested that Item #4: Resolution No. 21-R-50 be pulled from the Consent Agenda to Discussion and Action. This resolution is to approve a request for a Schertz Main Street Local Economic Grant for 537 Main Street, Schertz, TX. Mayor Pro-Tem Whittaker had some questions about this resolution and wanted to clarify that if City Council approves, they are approving something that is not in accordance with the way the Local Economic Grant is currently written.

Assistant City Manager Brian James explained that the Local Flavor Grant reads that applicants can receive no more than \$20,000 in grants per property, per year. Staff interprets this as we cannot pay out more than \$20,000 per calendar year. So technically per the policy, what the applicant can do is that they apply for grant late in the 2020 and receiving payment this 2021 year and can then reapply for this grant in the 2021 year, do they work, get business open, but would have to wait to apply for repayment until Jan. 2022. Staff is proposing to take this concern to the Main Street Committee to get clarification. If City Council approves, the applicant would receive the grant money once the work gets done.

Mayor Pro-Tem Whittaker believes with the amount of money being requested, there should be a little more information provided with the grant request. She would also like to make sure the intent of the grant which is to beautify and draw people down to Main Street is being met. She asked to pull Item # 5 as well for the same concerns. The information that was provided with the grant request was very vague and if the City Council is providing dollars from the city, she feels they are owed more information.

Assistant City Manager Brian James explained that some of the documentation on these grant requests are interior improvement and would not have a lot of drawings submitted. However, moving forward Staff will make sure all new grant requests have detailed plans and more illustrations of exterior improvements.

Mayor Pro-Tem Whittaker again reiterated her concerns on the grant requests not having sufficient documentation for the amount of dollars the City Council is approving. She also wanted to make sure we are meeting the goals on what we are doing on Main Street. She noted that only one individual has been actively participating in the Local Flavor Grant Program and is concerned that we are letting that one-person design our Main Street. She would like to make sure we are letting folks know about the program.

Assistant City Manager Brian James stated for the last year and half, staff have been pushing out smaller grants for smaller projects. Staff agrees and would love to a lot of people participating in the Local Flavor Grant, but at this time only one individual is very active. Staff will revisit this topic and others at the next Main Street Committee meeting and will bring back recommendations to City Council.

Mayor Pro-Tem Whittaker would like to sort the details out before the pay-out the grant and see more documentations with the grant application.

Councilmember Scott's had concerns that in the beginning of the program that were we funding private ventures instead of serving the public, but this application is a restaurant and is good for Main Street. While she said she has not gone to the Main Street meetings, she is appreciative that Assistant City Manager Brian James is addressing the concerns that have been brought up. She also mentioned that the City of Live Oak has grants for business signs and advertised with before and after photos, which greatly improved the appearance of Live Oak. She would like to get more people to utilize the Local Flavor Grant and wants to advertise it because we need to do a lot of work on Main Street.

Assistant City Manager Brian James explained that one of the first grants available was a Residential Use, but the Local Flavor Grant is only available for commercial properties The Historical Grant, is still available residents, but limited to only exterior work. Historic Grant has an element for residential work, but we have not had anyone requests in a few years. Since the focus is on Main Street, more folks coming in for Local Flavor Grant. Staff is working with the Building Inspections Department to let folks know whose project is on Main Street about the Local Flavor Grant.

Councilmember Brown wanted to clarify that folks who are spending money are spending a lot more money than what we are giving them. Between replatting, permits, actual construction costs, inspections, they are putting a lot of money into Main Street and what we are giving them is an incentive. He stated that we are

certainly not supplementing anybody's construction cost or remodeling costs. He would love to see more folks take advantage of this program, however there are a lot of single-family residents on Main Street. He would like to keep the momentum going with what we have be generous without being stupid.

Mayor Pro-Tem Whittaker made a motion to table Resolution 21-R-50- until staff is able to get with the committee.

Councilmember Scott asked Mayor Pro-Tem Whittaker to clarify her motion on why we would be tabling it, asked for more information.

Mayor Pro-Tem Whittaker wanted to clarify if the applicant would be paid the same year or would we stick to the grant as written.

Councilmember Scott asked if maximum for reimbursement is \$40,000. Assistant City Manager Brian James explained that currently there is not a cap, but staff is proposing the max. set at \$40,000.

Councilmember Scott agreed that there should be a cap and seconded the motion.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Rosemary Scott to table Resolution 21-R-50.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Rosemary Scott, Councilmember David Scagliola

NAY: Councilmember Mark Davis, Councilmember Michael Dahle, Councilmember Allison Heyward, Councilmember Tim Brown

Failed

Moved by Councilmember Mark Davis, seconded by Councilmember Michael Dahle to approve Resolution 21-R-50.

AYE: Councilmember Mark Davis, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Mayor Pro-Tem Jill Whittaker, Councilmember Rosemary Scott  
Passed

**5. Resolution No. 21-R-51** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 820 Main. (M. Browne/B. James)

Mayor Ralph Gutierrez read Resolution 21-R-51 and then asked Mayor Pro-Tem Whittaker if she had any more questions. She didn't have any more questions since they were addressed in the discussion before with Resolution. 21-R-50.

Councilmember Michael Dahle stated he does not disagree with Mayor Pro-Tem Whittaker's comments, but if we are going to review the policy, we need to do it separately from a specific action item and we would definitely need to have that conversation before another grant request came forward. The applicant brought this forward on good faith with the existing program we got in place and let's move forward if we are going to and let's plan to have that discussion about what our policies are going to be going forward.

Councilmember Michael Dahle made a motion to approve Resolution 21-R-51.

Councilmember David Scagliola stated he would second the motion and wanted to add some comments. He said Mayor Pro-Tem Whittaker brings up some valid concerns, and he thinks it's important to bring up that type of information to satisfy those concerns. He agrees with Councilmember Michael Dahle and believes at this time it is not in our best interest to table this so let's move forward and correct the discrepancies in the future.

Councilmember Mark Davis stated Mayor Pro-Tem Whittaker brings up some great points. All this started up when Schertz did not have any general fund type programs that dealt with local business, like entrepreneurship, small business, existing business targeting areas like Main Street. This was one of the problems we identified. EDC has specific guidelines for their money out of EDC jobs, but we were one of the only local cities that did not have any sign grants or facade grants. The Main Street Sub Committee has been winging it the best they can and dealing with problems when they come up. He believes this is a good discussion to have in our upcoming budget meetings in regard to what would be like to take out of our general fund and what target areas do we have. Currently, our focus is on Main Street with the Main Street Bond. He also suggested during these talks identify other business areas that need help.

Councilmember Mark Davis would like the Mayor, Dr. Browne to reach out to him for some ideas for what would be appropriate in regard to the incentive program. Since there has been things bouncing back and for when they run into problems, he asked staff to give them guidelines. They don't have all the answers, but if you have any ideas, please let him know and they will address this at our next meeting.

Councilmember Rosemary Scott asked if they knew what type of business is going in, and Assistant City Manager Brian James indicated that the owner did not indicate who the tenant will be.



Moved by Councilmember Michael Dahle, seconded by Councilmember David Scagliola to approve 21-R-51.

Mayor Ralph Gutierrez stated City Council would like to see more information before we take another grant application.

Assistant City Manager Brian James said they will bring this to the Main Street Meeting at the June meeting and comeback to City Council with a work session as part of a separate meeting to update the program before we accept another grant application.

AYE: Councilmember Mark Davis, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Mayor Pro-Tem Jill Whittaker, Councilmember Rosemary Scott  
Passed

- 12. Ordinance No. 21-T-23** - Consideration and/or action approving an Ordinance by the City Council of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021 Budget to provide for construction of the Elbel Storm Drain and Overlay Project, repealing all ordinances or parts of ordinances in conflict with this ordinance and providing an effective date. ***First Reading***

Mayor Gutierrez recognized Engineer John Nowak who introduced this item stating previously Council authorized a Professional Engineering Services Agreement and an amendment to the original agreement with Ford Engineering, Inc., to design the Elbel Storm Drain and Overlay project. The project includes storm drain extensions in Elbel to address drainage issues; installation of a traffic signal at the Westchester and Elbel intersection; and a mill and overlay of the street surface. The project design is nearly fully complete, making the project ready to go out to bid once construction funding was identified.

Due to the various COVID related cost reimbursements the City of Schertz has received, some excess General Funds are now available for construction of the project. Additionally, this year the City of Schertz received additional “Veterans Exemption Funds.” The budget contained an anticipated \$500,000 of “Veterans Exemption Funds” being received, but the City actually received \$1,000,000. This provides \$500,000 more excess General Fund Reserves in the budget.

The proposed budget amendment uses \$1,400,000 of excess General Fund Reserves associated with the COVID cost reimbursements and \$250,000 of

excess General Fund Reserves associated with the additional “Veterans Exemption Funds, for a total of \$1,650,000. In order for funding to be made available for construction, Council must approve a budget amendment ordinance.

Proposed Ordinance 21-T-23 allocates \$1,650,000 for construction of the Elbel Storm Drain and Overlay project. After the project is bid, if additional funding is needed, an additional budget amendment request will be made to Council. Funding that is not used for construction of the project will be returned to the General Fund and be available for other expenditures. Mr. Nowak provided a brief PowerPoint Presentation on the Elbel Storm Drain and Overlay Project. Staff recommends approval.

Mayor Gutierrez recognized Councilmember Scagliola who addressed concern using COVID funds to redo streets. City Manager Dr. Browne indicated that there were no restrictions on the use of the COVID funds. City Attorney Dan Santee indicated that the funds go into the City's General Fund. Mr. Nowak addressed additional questions from Council.

Moved by Councilmember Allison Heyward, seconded by Councilmember Rosemary Scott to approve Ordinance 21-T-23 on first reading.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,  
Councilmember Rosemary Scott, Councilmember Michael Dahle,  
Councilmember David Scagliola, Councilmember Allison  
Heyward, Councilmember Tim Brown

Passed

### **Roll Call Vote Confirmation**

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 10.

### **Closed Session**

Mayor Gutierrez recessed the regular meeting into Closed Session at 6:51 p.m. and read the following item into record:

13. The City Council will meet in closed session pursuant to Texas Government Code Section 551.07 to consult with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act; to wit: the discussion of the applicability of real property rights in relation to the conduct of certain city programs.

## **Reconvene into Regular Session**

Mayor Gutierrez reconvened back into regular session at 7:17 p.m.

**11a.** Take any action based on discussion held in closed session under Agenda Item 11.

No action taken.

## **Discussion and Action Items**

- 14. Resolution No. 21-R-35** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to amend the existing License and Management Agreements with the YMCA, by canceling the Management of the Wendy Swan Memorial Park Pool. (B. James/L. Shrum)

Mayor Gutierrez recognized Director of Parks, Recreation and Community Service Lauren Shrum who introduced this item stating the Wendy Swan Memorial Park Pool was formerly an HOA-owned pool in the Northcliffe subdivision and as such was only designed to serve a small amount of people at one time. The capacity of the pool area is 50 people, but the pool rarely reaches capacity. Its small size does not afford a lot of opportunities for activities, so it is not as in demand as our other pools. When the pandemic hit in March 2020 there were capacity limits placed on facilities including outdoor pools, and the 25% capacity allowed at the start of the summer would have only allowed 12 people to enter the pool. City staff and YMCA staff (who are contracted to manage the outdoor pools) deemed it not feasible to open Wendy Swan Memorial Park Pool at that time.

City staff began researching the idea of converting the small residential-sized pool into a splash pad utilizing the existing filtration equipment which is in fairly good condition. The proposed small splash pad will fit into the existing footprint of the old pool, will utilize the existing restrooms and covered porch area, and the fence will come down for access. Currently, the pool is only open from Memorial Day Weekend through the start of the school year in August. Converting to a splash pad would eliminate the need for the facility to have lifeguards and thus allow for an extended season of March - October.

In February 2021 Texas experienced Winter Storm Uri and many facilities suffered damage from freezing pipes, including the Wendy Swan Memorial Park Pool House and Restroom Facility. Bidding is complete and the repairs are extensive at the pool house, so City staff is pausing to combine the repairs into the larger splash pad project to convert the restrooms to continuous public

access like at other parks, and to ensure the restrooms are fully accessible.

At this time, the goal is to amend the contract to cancel the management of Wendy Swan Memorial Park Pool and keep the pool closed for now. The next step will be to host a public meeting in the neighborhood to gather feedback from residents on the proposal to close the pool permanently and convert the pool into a small splash pad. If the neighborhood is supportive of the conversion, city staff will come back to council with the budget amendment and contract to construct the splash pad.

Ms. Shrum provided a brief PowerPoint Presentation regarding the conversion of the pool to a new splash pad.

Staff recommends approval of Resolution 21-R-35 to amend the existing license and management agreements with the YMCA by canceling the management of the Wendy Swan Memorial Park Pool.

Mayor Gutierrez stated for clarity the resolution is for approval only to amend the existing license and management agreements with YMCA.

Moved by Councilmember Michael Dahle, seconded by Councilmember David Scagliola to approve Resolution No. 21-R-35.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

## **Roll Call Vote Confirmation**

## **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

Mayor Gutierrez read the captions for agenda items 13 & 14 and mentioned these items were provided in the City Council packets as well as the information could be found online and for public viewing at our website schertz.com. No action necessary.

- 15. Pilot Program** - Introduction of a Pilot Program for Residential Irrigation Meters. (B. James/J. Walters)
- 16. COVID-19 UPDATE** - Bi-Weekly COVID-19 Update.(C. Kelm/K.Long/S.Hall)

## Requests and Announcements

- Announcements by the City Manager.

No further announcements were provided.

- Requests by Mayor and Councilmembers for updates or information from staff.

None at this time.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.

No items requested.

- Announcements by Mayor and Councilmembers

- City and community events attended and to be attended
- City Council Committee and Liaison Assignments (see assignments below)
- Continuing education events attended and to be attended
- Recognition of actions by City employees
- Recognition of actions by community volunteers

Mayor Gutierrez recognized the following:

Mayor Pro-Tem Whittaker who stated that last week she attended the National Day of Prayer Ceremony held at the YMCA. She stated that she attended the Schertz/Cibolo Police Memorial Ceremony, the Chamber Luncheon and the SCUCISD Awards Ceremony.

Councilmember Scagliola who stated he attended the Schertz/Cibolo Police Memorial Ceremony, several Chamber Plaque Presentations and mixers.

Councilmember Heyward who stated she attended the Chamber Luncheon, Schertz/Cibolo Police Memorial Ceremony, Northeast Partnership Meeting. She also stated that because we are a Military City, we have JB SA Randolph, Texas Governor is leading the way as he signed two bills into Law: HB 626 Texas Innovative Adult Career Education Program, which is now extended to non-profit organizations allow military occupational training for veterans for job training, and HB 139 relating to occupational licensing for military spouses and veterans - they now can use their PCS Orders to establish residency for licensing purposes in the State. The Law also directs the State Board of Education to expedite the processing of applications of certificates submitted by an educator who is a spouse or a veteran. They are trying to make sure Texas is leading the way to acknowledge the receipt of and accept your license from any other place - come on in and they will welcome you.

## **Adjournment**

Mayor Gutierrez adjourned the meeting at 7:28 pm.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** June 1, 2021  
**Department:** City Secretary  
**Subject:** Ordinance No. 21-T-23 - Consideration and/or action approving an Ordinance by the City Council of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021 Budget to provide for construction of the Elbel Storm Drain and Overlay Project, repealing all ordinances or parts of ordinances in conflict with this ordinance and providing an effective date. *Final Reading*

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### BACKGROUND

Previously Council authorized a Professional Engineering Services Agreement and an amendment to the original agreement with Ford Engineering, Inc., to design the Elbel Storm Drain and Overlay project. The project includes storm drain extensions in Elbel to address drainage issues; installation of a traffic signal at the Westchester and Elbel intersection; and a mill and overlay of the street surface. The project design is nearly fully complete, making the project ready to go out to bid once construction funding was identified.

Due to the various COVID related cost reimbursements the City of Schertz has received, some excess General Funds are now available for construction of the project. Additionally, this year the City of Schertz received additional "Veterans Exemption Funds." The budget contained an anticipated \$500,000 of "veterans Exemption Funds" being received, but the City actually received \$1,000,000. This provides \$500,000 more excess General Fund Reserves in the budget.

The proposed budget amendment uses \$1,400,000 of excess General Fund Reserves associated with the COVID cost reimbursements and \$250,000 of excess General Fund Reserves associated with the additional "Veterans Exemption Funds," for a total of \$1,650,000. In order for funding to be made available for construction, Council must approve a budget amendment ordinance.

Proposed ordinance 21-T-23 allocates \$1,650,000 for construction of the Elbel Storm Drain and Overlay project. After the project is bid, if additional funding is needed, an additional budget amendment request will be made to Council. Funding that is not used for construction of the project will be returned to the General Fund and be available for other expenditures.

City Council approved this on first reading at their meeting of May 25, 2021.

### GOAL

To amend the fiscal year 2020-2021 budget to provide funding for the construction of the Elbel Storm Drain and Overlay Project.

### COMMUNITY BENEFIT

The budget amendment allows the project to be completed sooner than originally identified in the SPAM 5-year Capital Improvement Plan. It also provides a different funding source for the project than SPAM funding, allowing the SPAM funding to continue to fund projects identified earlier in the 5-year plan. Construction of the project helps minimize existing drainage issues on Elbel, which helps increase pavement longevity; provides a new driving surface; and provides a traffic sign that improves pedestrian and vehicular safety at the Elbel/Westchester Intersection.

### SUMMARY OF RECOMMENDED ACTION

Approval of Ordinance 21-T-23 on final reading authorizing the budget adjustment to provide construction funding for the Elbel Storm Drain and Overlay project.

### FISCAL IMPACT

Funding for the proposed construction would come from excess General Fund reserves realized by COVID-related reimbursements and excess "Veterans Exception Funds" received.

## **RECOMMENDATION**

Staff recommends approval of Ordinance 21-T-23 on final reading, providing construction funding for the Elbel Storm Drain and Overlay project.

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### **Attachments**

Ordinance 21-T-23

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## **ORDINANCE NO. 21-T-23**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2021 BUDGET TO PROVIDE FUNDING FOR CONSTRUCTION OF THE ELBEL STORM DRAIN AND OVERLAY PROJECT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to Ordinance 20-T-23, the City Council of Schertz, Texas, (the “City”) adopted the budget for the City for the fiscal year 2020-2021 (the “Budget”), which provides funding for the City’s operations throughout the 2020-2021 fiscal year; and

WHEREAS, the City needs to authorize a budget amount of \$1,650,000 for the purpose of construction and other associated expenses related to the Elbel Storm Drain and Overlay Project; and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the budget transfer for the Elbel Storm Drain and Overlay Project, as more fully set forth in this Ordinance.

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

Section 1. The City shall transfer a budget of \$1,650,000 from the General Fund Reserves to the Elbel Storm Drain and Overlay Project.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which 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 resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter

of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 25<sup>th</sup> day of May, 2021.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 1<sup>st</sup> day of June, 2021.

CITY OF SCHERTZ, TEXAS

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Mayor

ATTEST:

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City Secretary

(CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** June 1, 2021  
**Department:** Public Works  
**Subject:** Resolution 21-R-47 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the Schertz Seguin Local Government Corporation (SSLGC) Fiscal Year 2021-2022 Water Rates and other matters in connection therewith. (SSLGC Resolution #SSLGC R21-14)(C. Kelm/S.Williams/V. Ruiz)

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**BACKGROUND**

In order for the City's corporate partner, the Schertz/Seguin Local Government Corporation (SSLGC) to provide water at the lowest rate possible, SSLGC utilizes the services of Willdan Financial Services as a rate consultant to evaluate and advance its 5-year rate model annually. This helps to keep rate increases minimal and to keep SSLGC revenue appropriate for current and future operations.

For Fiscal Year 2021-22, the SSLGC Board is recommending, and has approved with SSLGC Resolution SSLGC R21-14, no increase in the water rates.

Attached you will find SSLGC Resolution #SSLGC R21-14 and the FY2021-22 SSLGC Water Rates.

**GOAL**

To have the City of Schertz City Council approve the SSLGC FY2021-22 water rates.

**COMMUNITY BENEFIT**

The City of Schertz is a member of the Schertz/Seguin Local Government Corporation. It is through the SSLGC that the City provides water to its residents and businesses. Approval of the water rates will ensure that the citizens and businesses of Schertz will continue to receive this vital service.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of the Resolution adopting the SSLGC FY2021-22 water rates.

**FISCAL IMPACT**

The City of Schertz debt obligations to SSLGC are increasing as we continue to make bond payments on the parallel pipeline and the Guadalupe County well field and treatment facility. Total City of Schertz debt service payments to SSLGC total \$3,913,110.00 for FY2021-22.

**RECOMMENDATION**

Staff recommends approval of the SSLGC proposed water rates for FY 2021-22.

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**Attachments**

SSLGC Water Rates

SSLGC R21-14

Resolution No. 21-R-47

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# SSLGC WATER RATES FOR FY2021-2022

Effective October 1, 2021

- 1. Water Rate for Schertz and Seguin**

Operations and Maintenance	\$0.91
Water Leases	<u>\$0.73</u>
Rate per 1,000 gallons	<b>\$1.64</b>
*Schertz Annual Debt Service Payment	\$3,913,110
*Seguin Annual Debt Service Payment	\$2,161,834
  
- 2. Water Rate for Selma (Selma Contract #1) and Universal City**

Operations and Maintenance	\$0.91
Water Leases	\$0.73
Transportation	\$0.38
Cities Distribution	<u>\$0.19</u>
Rate per 1,000 gallons	<b>\$2.21</b>
  
- 3. Water Rate for Springs Hill**

Operations & Maintenance	\$0.91
Water Leases	<u>\$0.73</u>
Rate per 1,000 gallons	<b>\$1.64</b>
*Annual Debt Service Payment	\$ 282,721
  
- 4. Water Rate for Selma 2015 (Selma Contract #2)**

Operations & Maintenance	\$0.91
Water Leases	\$0.73
Cities Distribution	<u>\$0.19</u>
Rate per 1,000 gallons	<b>\$1.83</b>
*Selma 2 Annual Debt Service Payment	\$ 148,667

## SSLGC WATER RATES FOR FY2021-2022

Effective October 1, 2021

### 5. Water Rate for SAWS – T1

Operations & Maintenance	<u>\$0.91</u>
Rate per 1,000 gallons	<b>\$0.91</b>

*SAWS (SSLGC) – T1 Annual Debt Svc Payment	\$ 724,625
*SAWS (2019 Bond) – T1 Annual Debt Svc Payment	<u>\$1,390,974</u>
Total SAWS T1 Debt Svc	\$2,115,599

### 6. Water Rate for SAWS – T2

Operations and Maintenance	\$0.91
Water Leases	<u>\$0.73</u>
Rate per 1,000 gallons	<b>\$1.64</b>

*SAWS – T2 Annual Debt Service Payment	\$ 219,504
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<b>Total Debt Service Payments</b>	<b>\$8,841,435</b>
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\*Note: The monthly amounts may vary in order to accommodate the due dates of the debt service payment schedule.

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION  
STATE OF TEXAS  
COUNTY OF GUADALUPE

**A RESOLUTION ADOPTING THE SCHERTZ/SEGUIN LOCAL GOVERNMENT  
CORPORATION FISCAL YEAR 2021-2022 WATER RATES**

**WHEREAS**, the Schertz/Seguin Local Government Corporation provides water to several entities; and

**WHEREAS**, expenses are incurred in providing the water; and

**WHEREAS**, it is necessary to set water rates to be assessed for the provision of the water in order to cover expenses; and

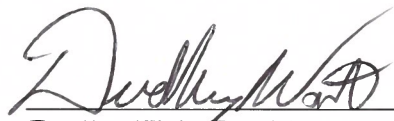
**WHEREAS**, the Schertz/Seguin Local Government Corporation has adopted a revenue requirement system using the AWWA cash basis of ratemaking and adopted a minimum debt coverage ratio requirement of 1.25 or greater; and

**WHEREAS**, the water rate schedule for the fiscal year 2021-2022 for the Schertz/Seguin Local Government Corporation is attached.


**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION:**

The water rates for fiscal year 2021-2022 to be effective October 1, 2021 are hereby approved and adopted.

Passed and approved this the 15<sup>th</sup> day of April, 2021.

  
Dudley Wait, President

Attest:

  
Ken Greenwald, Secretary

OR

\_\_\_\_\_  
Robin Dwyer, Assistant Secretary

## **RESOLUTION NO. 21-R-47**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION FISCAL YEAR 2021-22 WATER RATES, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz is a partner in and receives the majority of its potable drinking water supply from a local government corporation known as the Schertz Seguin Local Government Corporation (SSLGC); and

WHEREAS, the SSLGC is required to produce and follow an annual budget for each fiscal year and revenue to conduct operations is a key piece of this annual budget; and

WHEREAS, the SSLGC has determined that no rate increase is required to meet operating needs in FY 2021-22; and

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City approve the proposed Schertz/Seguin Local Government Corporation Fiscal Year 2021-22 Water Rates as adopted by the SSLGC Board of Directors; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the rates to ensure that the citizens and businesses of Schertz continue to receive excellent and vital water service.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the approval of the Schertz/Seguin Local Corporation Fiscal Year 2021-22 Water Rates.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.



Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 1st day of June, 2021.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City

Secretary (CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** June 1, 2021

**Department:** City Secretary

**Subject:** Appointments/Reappointment and Resignations to the various City Boards, Commissions and Committees – Consideration and/or action regarding appointments/reappointments and resignations to The Board of Adjustment, Building and Standards Commission, Economic Development Corporation Board, Capital Improvement Advisory Committee (CIAC), Historical Preservation Committee, Library Advisory Board, Planning & Zoning Commission, Parks & Recreation Advisory Board and the Transportation Safety Advisory Commission. (Mayor/Council/B. Dennis)

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**BACKGROUND**

The Interview Committee for Boards, Commissions, and Committees was provided information regarding the various Boards, Commissions and Committee reappointment needed as their terms expired May 31, 2021. The Interview Committee was also provided various new applications to fill the vacancies due to resignations.

**The Interview Committee requests that Council approves the resignations of:**

Mr. Benjamin McDaniel from the EDC Board of Directors  
Mr. Mark Moody from the Transportation Safety Advisory Commission  
Mr. Brandon Bristow from the Transportation Safety Advisory Commission

The members of the Interview Committee agreed to recommend to Council the following re-appointments and appointments of the following individuals to the various Boards, Committees and Commissions with a term expiration date of May 2023:

**Board of Adjustment**

Frank McElroy - Reappoint  
Reginna Agee - Reappoint  
Danielene Salas - Reappoint

**Building and Standards Commission**

Daniel Bourgeois - Reappoint  
Shawn Moore - Reappoint to regular position  
Glen Outlaw - Reappoint  
Andrew Buratowski - move to Alternate #1 position

**Capital Improvement Advisory Committee (CIAC)**

Gordon Rae - Reappoint  
Richard Braud - Reappoint

**EDC Board of Directors**

Roy Richard - Reappoint  
Bryan Snowden - Reappoint

Mark Moody - Appoint

**Historical Preservation Committee**

Daniel Bourgeois - Reappoint

Pete Perez - Reappoint

Paul Ringenbach - Reappoint

Rosalyn Wise - Reappoint

**Library Advisory Board**

Patti Paulson - Reappoint

Kenneth Bauer - Reappoint

Margaret Riley - Reappoint

Ruth Tienor - Reappoint

Laura Wilson - Reappoint

Christine Bryan - Reappoint

Patti Dilworth - Reappoint

**Parks and Recreation Advisory Board**

Carolyn Yauger - Reappoint

Shawn Moore - Reappoint

Reginna Agee - Reappoint

Floy Simmons - Reappoint

Robert Sheridan - Reappoint

**Planning and Zoning (P&Z)**

Earl Platt - Reappoint

Richard Braud - Reappoint

Gordon Rae - Reappoint

**Transportation Safety Advisory Commission (TSAC)**

John Sullivan - Reappoint

William Bowers - Reappoint

Richard Dziewit - Reappoint

Tyler Heasley - Reappoint to Regular member

Ferrando Heyward - Appoint to Regular member

Michael Winter - Appoint to Alternate #1

**The following boards currently have the following vacancies still open:**

1. One (1) regular position on the Building and Standards Commission
2. One (2) regular positions on the Historical Preservation Committee
3. One (1) alternate position on the Transportation Safety Advisory Commission

**GOAL**

Re-populate/reappoint vacancies on various Boards, Commissions and Committees. Involving the City of Schertz Citizens with their City.

**COMMUNITY BENEFIT**

Involving the City of Schertz Citizens with their City.

**SUMMARY OF RECOMMENDED ACTION**

Based on the recommendations by the Interview Committee, Staff recommends Council approve the Resignations, Appointments and Re-appointments as stated above.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Based on the recommendations by the Interview Committee, Staff recommends Council approve the Resignations, Re-appointments and Appointments as stated above.

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## CITY COUNCIL MEMORANDUM

**City Council Meeting:** June 1, 2021  
**Department:** Engineering  
**Subject:** Resolution 21-R-49 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Professional Services Contract with Fugro totaling no more than \$140,000.00 for professional engineering related services on the PCI Data Update Project. (B. James/K. Woodlee/J. Nowak)

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### BACKGROUND

In 2016 the City undertook an effort to inspect all of the city streets to develop a Pavement Condition Index (PCI) score for each street. The PCI scores were then used to develop the City's Street Preservation and Maintenance (SPAM) program. Work has progressed and some preservation and maintenance projects have been completed.

A given street's PCI score, while a good tool to use for prioritizing pavement preservation projects, also represents a "snapshot in time" of the street's actual condition. Additional street inspections should be done at regular intervals to update each street's PCI scores. By routinely updating the PCI scores, the City can get a better understanding of the current, actual conditions of a street to better prioritize pavement preservation efforts as time goes on. A typical PCI update interval for most pavement preservation programs is four to five years. As a result, it is time to update the PCI scores in the City of Schertz. Updating the PCI scores was included in the 5-year SPAM CIP that was previously reviewed and approved by Council.

There are different ways to collect the pavement condition data to generate a PCI score for each street. The methods range from manually inspecting each street and manually entering in data to create a new PCI score to fully automated data collection. The benefits of fully automated data collection are time savings, reduction of data entry error potential, and the removal of potential personal input/bias from the data versus manual data collection.

The proposed professional services contract provides for automated data collection for all of the City streets. The consultant will use specialized vans with high-resolution cameras and other equipment to drive each traffic lane on each street in the City. While driving each lane, the equipment collects data over the entire surface of the driving lane automatically. The collected data is double-checked by technicians to verify its accuracy. The checked data can then be uploaded directly into PAVER, the City's pavement management software, generating new PCI scores for each street.

Additionally, the camera and some of the other equipment in the data collection van is also able to collect traffic sign data while also collecting pavement data. The proposed contract also includes collection of the traffic sign data, which will help Public Works quantify and track traffic signs throughout the city, assisting them with their sign maintenance efforts.

The PCI data collection services are fairly specialized and none of our on-call firms are currently able to provide them. Normally, we would go through a specific Request For Qualifications (RFQ) process to identify and select a "most qualified" firm to contract with for these services. However, Fugro was selected through the Texas SHARE Buy Board RFQ process to provide these professional PCI data collection services across the state of Texas. By relying on this selection process we were able to bypass having to do our own RFQ process and were able to negotiate a scope and fee proposal with Fugro for these services.

### GOAL

To obtain authorization from City Council to execute a Professional Services Agreement with Fugro to provide professional engineering-related services for \$117,480.00 and to authorize a not to exceed amount of \$140,000.00 for the PCI Data Update Project.

## **COMMUNITY BENEFIT**

Updating the PCI scores for all the streets will allow staff to update the 5-year SPAM CIP using more current data. The additional data also increases the accuracy of PAVER's (the pavement management software) pavement deterioration curves for the City's streets. These curves can be used to help predict streets future PCI scores to help "adjust" the PCI scores in between detailed data collection efforts.

## **SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 21-R-49 authorizing a Professional Services Contract with Fugro for a not to exceed amount of \$140,000 for the PCI Data Update Project.

## **FISCAL IMPACT**

Funding for the proposed increase for the construction contract is available from excess General Fund Reserves earmarked for streets.

## **RECOMMENDATION**

Staff recommends approval of Resolution 21-R-49, authorizing a Professional Services Contract with Fugro for a not to exceed amount of \$140,000 for the PCI Data Update Project.

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### **Attachments**

Resolution 21-R-49  
Exhibit A (Fugro Contract)

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**RESOLUTION NO. 21-R-49**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH FUGRO, TOTALING NO MORE THAN \$140,000.00 FOR PROFESSIONAL ENGINEERING-RELATED SERVICES FOR THE PCI DATA COLLECTION STUDY PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to pavement analysis services, specifically pavement condition data collection and analysis to create new Pavement Condition Index (PCI) scores for city streets; and

WHEREAS, Fugro was determined to be uniquely qualified to provide such services under the Texas SHARE Buy Board RFQ process (RFQ #NCT-2016-14) for agencies in the State of Texas; and

WHEREAS, Fugro is able to provide pavement analysis services state-wide under RFQ #NCT-2016-14; and

WHEREAS, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Fugro pursuant to the Agreement attached hereto as Exhibit A (the “Agreement”) for \$117,480.00 and a not to exceed amount of \$140,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Professional Services Agreement with Fugro in accordance with the Agreement in substantially the form set forth on Exhibit A in the amount of \$117,480.00 and authorize the City Manager to execute and deliver the Agreement in a not to exceed amount of \$140,000.00.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 1st day of June, 2021.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)



**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**

# **CITY OF SCHERTZ**

## **SERVICE AGREEMENT**

**THE STATE OF TEXAS   §**  
  §  
**GUADALUPE COUNTY   §**

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Fugro USA Land, Inc. (Fugro), (“Contractor”).

### **Section 1.     Duration**

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

### **Section 2.     Scope of Work**

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

### **Section 3.     Compensation**

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

#### **Section 4. Time of Completion**

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

##### *(A) Contract Times: Days*

The Work is expected to be substantially completed within 270 calendar days after the Notice to Proceed is given ("Substantial Completion")

#### **Section 5. Insurance**

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

## **Section 6. Miscellaneous Provisions**

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.
- (E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (F) *Conflict of Terms.*  
*Scope of work:*  
In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.  
*Other Agreements between parties:*  
In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.
- (G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or

(ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- (H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

## **Section 7. Termination**

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
  - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
  - (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
  - (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other

factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

**Section 8. Indemnification**

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

**Section 9. Notices**

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 10. No Assignment**

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 11. Severability**

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 12. Waiver**

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 13. Governing Law; Venue**

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

**Section 14. Paragraph Headings; Construction**

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 15. Binding Effect**

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 16. Gender**

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 17. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 18. Exhibits & Attachments**

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.



**Section 19. Entire Agreement**

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 20. Relationship of Parties**

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 21. Right To Audit**

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**Section 22. Dispute Resolution**

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire**

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Certificate of Interested Parties**

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals.

Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.


*[The remainder of this page is intentionally left blank.]*

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY:**

By: \_\_\_\_\_  
Name: Dr. Mark Browne  
Title: City Manager

**CONTRACTOR:**

By:  \_\_\_\_\_  
Name: Sirous Alavi, Ph.D., P.E., PTOE  
Title: Manager, Pavement Engineering

**ADDRESS FOR NOTICE:**

**CITY:**

City of Schertz  
Attn: Dr. Mark Brown, City Manager  
1400 Schertz Parkway  
Schertz, Texas 78154

**CONTRACTOR:**

# **Exhibit “A”**

## **SCOPE OF WORK**

### **Scope of Work**

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements. The scope of work is described in Section B of the enclosed Fugro proposal, dated May 24, 2021.

# Exhibit “B”

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

City of Schertz  
Purchasing Department  
1400 Schertz Parkway  
Schertz, TX 78154

emailed to: [purchasing@schertz.com](mailto:purchasing@schertz.com)  
Faxed to: 210-619-1169



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	CONTACT NAME: _____ PHONE: _____ FAX: _____ ADDRESS: _____
INSURED  XYZ Company 123 Apple Street Tampa, FL 22222-0000	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier 00000 INSURER B: Insurance Carrier 00000 INSURER C: Insurance Carrier 00000 INSURER D: Insurance Carrier 00000 INSURER E: Insurance Carrier 00000 INSURER F: Insurance Carrier 00000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in all)	Y Y	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATE TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER  City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
--	---

***(Instructions for completing and submitting a certificate to the City of Schertz)***

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) **\*\***(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.  
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
  - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

## **Exhibit “C”**

### **EVIDENCE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Marsh USA Inc.  
2929 Allen Parkway, Suite 2500  
Houston, TX 77019  
Attn: Houston.certs@marsh.com

**CONTACT**  
NAME: ...  
PHONE (A/C, No, Ext):  
E-MAIL:  
ADDRESS:  
FAX (A/C, No):

CN102231194--GAWU-21-22

**INSURED**  
Fugro (USA) Holdings Inc.  
6100 Hillcroft Avenue  
Houston, TX 77081

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : Liberty Insurance Corporation		42404
INSURER C : HDI Global Insurance Co.		41343
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:**

HOU-003786909-03

**REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB2641005066031	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2641005066021	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 250,000		XLD1498703	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WA764D005066131	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: PCI Data Update Project

The Certificate Holder is included as Additional Insured on all above policies (except as respects all coverage afforded by the Workers Compensation) but not for broader coverage or greater limits of liability than is required by said contract or agreement and in no event, for broader coverage or greater limits of liability than is otherwise provided by the policy. The Certificate Holder is granted a Waiver of Subrogation as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

**CERTIFICATE HOLDER**

City of Schertz  
Attn: Purchasing Department  
1400 Schertz Parkway  
Schertz, TX 78154

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Holden Burrow

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-005066-021

Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the Company	Per schedule on file with the Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

**Premium: \$ INCL**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provided additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the October 2001, or earlier, version of the ISO additional insured endorsement. Additional insured status will apply only if the applicable law allows for the indemnification of the additional insured for liability arising out of the additional insured's sole negligence. Time Element Pollution Coverage under this policy is only provided to the additional insured where the written contract or agreement signed prior to an "occurrence" or offense specifically requires that the Time Element Pollution Coverage be provided to the additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-641-005066-031

Audit Basis

Issued To

Countersigned by

.....  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name of Person or Organization:</b>	All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provided additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the October 2001, or earlier, version of the ISO additional insured endorsement. Additional insured status will apply only if the applicable law allows for the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.
<b>Location And Description of Completed Operations:</b>	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
<b>Additional Premium:</b>	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-641-005066-031

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the Broker	Per schedule on file with the Broker	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Where required by contract or written agreement prior to loss and allowed by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-131

Effective Date

Premium \$

Issued to Fugro (USA) Holdings Inc.

Endorsement No.

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **Schedule**

Where required by contract or written agreement prior to loss and allowed by law.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-131

Effective Date

Premium \$

Issued to Fugro (USA) Holdings Inc.

Endorsement No.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

Person or Organization  
Where required by contract or  
written agreement prior to loss and  
allowed by law.

Job Description

Issued by    Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-131

Effective Date

Premium \$

Issued to    Fugro (USA) Holdings Inc.

Endorsement No.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-131

Effective Date

Premium \$

Issued to Fugro (USA) Holdings Inc.

Endorsement No.





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## PCI Data Update

Proposal No. 178949 | May 24, 2021

**City of Schertz, Texas**



FUGRO  
8613 Cross Park Drive  
Austin, Texas 78754  
T +1 512 977 1800

May 24, 2021

Mr. John Nowak, P.E.

City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154

Dear Mr. Nowak,

Fugro USA Land, Inc. is pleased to submit this proposal to perform pavement condition survey and pavement management services for the City of Schertz (City) as a member listed on the North Texas SHARE Buy Board for Pavement Analysis Services (RFQ #NCT-2016-14).

Fugro's project team has the experience and resources necessary to deliver projects on time and to the quality standards expected by the City of Schertz. We have had the privilege of providing pavement engineering & management services within the State of Texas, including NCTCOG participating agencies for over 20 years. Based on our experience with other similarly sized projects, we have put together this proposal to provide an overview of our related services, our team's qualifications as well as our proposed scope of work, schedule, and fee.

Please do not hesitate to contact me by phone at 949.536.5175 or email at [salavi@fugro.com](mailto:salavi@fugro.com) if you have questions or need additional information.

Sincerely,

Fugro USA Land, Inc.



Sirous Alavi, Ph.D., P.E., PTOE  
Manager, Pavement Engineering & Infrastructure Management



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# Section A: Description of Fugro Capabilities

## A.1: Introduction to Fugro

Fugro has over 45 years of experience with pavement and roadway asset data collection. Fugro provides services for all aspects of pavement management and evaluation, planning and oversight, developing maintenance and rehabilitation strategies, and optimizing network conditions within available budgets. Our services deliver value by accurately diagnosing, and prioritizing maintenance and rehabilitation activities.

Nearly 50% of State DOTs and numerous federal and municipal agencies rely on our automated data collection technology for their roadway asset management needs, and we have approximately a quarter of a million miles presently under contract for data collection and analysis services. Fugro has collected and processed more than 3,000,000 miles of pavement data collection in North America in the past few decades. Fugro's data collection and analysis services are described in the following subsections.

### A.1.1: Pavement Management System (PMS) Services

Fugro is experienced with a variety of pavement management software packages such as Cartegraph, StreetSaver, AgileAssets, Deighton dTIMS and PAVER. Our experience with these software packages includes developing condition listings, condition maps, work plans, budget optimization, and maintenance and rehabilitation alternatives for agencies.

Fugro can provide tailored pavement management solutions to clients based upon their specific requirements. Fugro has provided pavement management services for all different sized agencies with a wide variety of needs:

- Data migration from legacy systems
- Loading of Pavement Management Data
- Pavement Management Implementation
- Pavement Management Update
- Geographic Information System services
- Work plans, budget analysis, and network condition reporting
- Performance Modelling
- Computer Hardware and PMS/Asset Software
- Presentations to City Councils

### A.1.2: Training

Fugro's certified professionals have years of experience providing clients and engineering professionals with a variety of training and continuing education courses pertaining to pavement design, materials, pavement management, and pavement preservation.

### A.1.3: Pavement and Asset Data Collection and Processing

Fugro's Automatic Road Analyzer (ARAN), as shown in Figure 1 is the world's most reliable and trusted fully integrated pavement surveying vehicle. Today's sixth generation ARAN technology collects more miles per day than any other platform. Each ARAN has the ability to collect and measure all the necessary data types in a single pass at posted speeds. Its modular design enables us to quickly configure any ARAN vehicle in our fleet to fit the client's needs. Operators are trained in the use of the ARAN's quality assurance systems in order to quickly identify errors that may impact the integrity of collected data. In addition, each day, a data subset is uploaded and examined by Fugro's project manager and data analysis department.

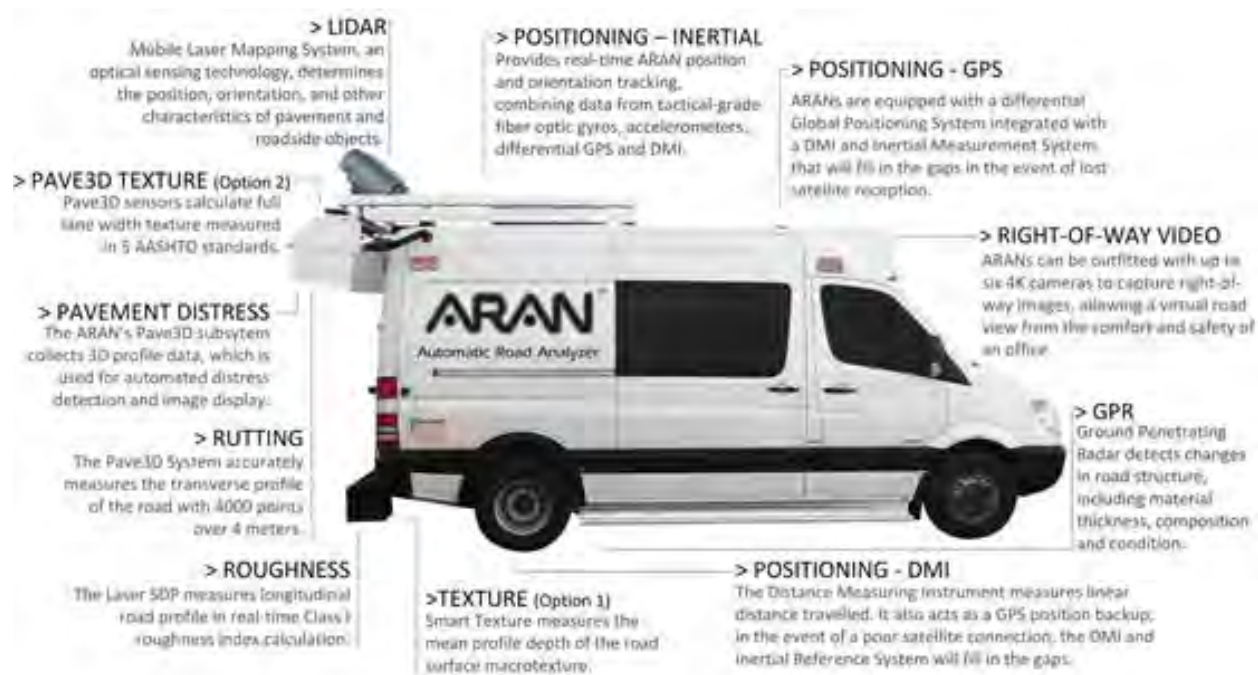


Figure 1: The Automatic Road Analyzer (ARAN)

Fugro's ARAN data collection vehicle offers the ability to collect the following data types automatically and synchronously:

- Roadway geometry (POS LV)
- Linear reference data with the use of a Distance Measurement Instrument (DMI)
- Geo-referenced data with the use of an inertial aided Global Positioning System (GPS)
- Right of Way (ROW) and pavement digital images
- Surface distresses rated from the pavement images
- Transverse profile and rutting
- Longitudinal profile and roughness, measured as International Roughness Index (IRI)
- Roadway assets (e.g., sidewalk, signs, ramps, curbs and gutters) extracted from ROW images
- Texture data, mean profile depth (MPD) from our laser-based system
- LiDAR
- Ground Penetrating Radar

### A.1.3.1: Positioning

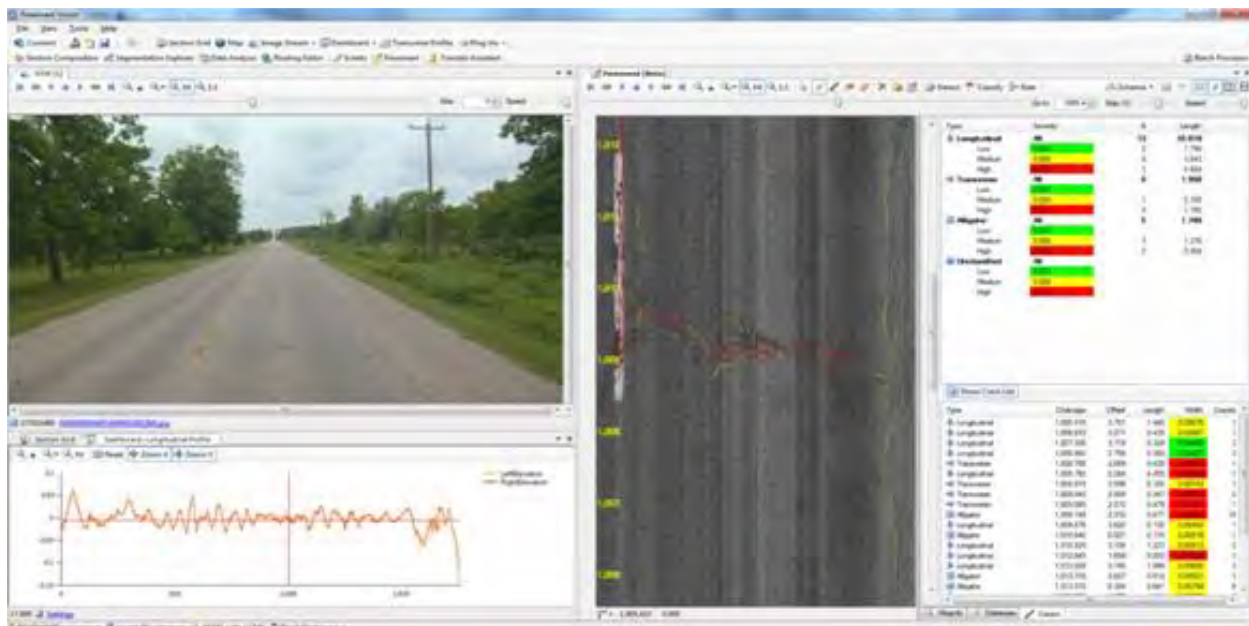
The ARAN is equipped with a Distance Measuring Instrument (DMI) that measures chainage and linear distance travelled, and a Global Positioning System (GPS). However, if satellite signal is lost, the ARAN's Inertial Reference System (POS LV) will fill in the gaps. POS LV is a state-of-the-art inertial aided navigation system that provides precise roll, pitch, heading, velocity, and position information to other onboard subsystems.

### A.1.3.2: Pavement Imaging

The pavement surface condition will be documented by the equipment as a series of high-definition images. Planar-view digital images (JPEG format) are recorded to removable hard drives for 100% of the width (up to 14 feet) and length of the travelled lane. The high-definition images clearly show the types of distresses encountered along the road.

### A.1.3.3: Surface Distress

Automated distress data collection will be performed in accordance with ASTM D6433 Standard Practice for Roads and Parking lots Pavement Condition Index Surveys using Fugro's Vision software. Vision facilitates the entire data processing workflow from the ARAN to the final deliverable formats including key modules for Data Upload, Linear Referencing/ Segmentation, Video Quality Analysis, Sensor Data Quality Analysis and Pavement Distress, and Report Generation. The Report Generator wizard of Vision facilitates the creation of custom reports for data upload to Pavement Management System (PMS) or Asset Management System (AMS) applications. Figure 2 provides a screenshot of Fugro's Vision software.



**Figure 2: Vision Screenshot**

Digital pavement images collected by the ARAN serve as input to the distress rating process. Right-of-Way (ROW) images (forward-view) are also used to enhance distress-rating accuracy. Each distress can be identified in terms of location, severity, exact dimensions, and other characteristics. This level of detail can provide benefits during planning, performing maintenance, and detailed pavement design. It is also possible to greatly expand the types of distresses monitored for only a minor increase in effort. This detailed categorization can be used to provide more accurate predictions of future conditions and enhance recommendations for preventative maintenance strategies.

#### A.1.3.4: Rutting

Transverse profile and rutting data are collected and measured according to client specifications. The Laser XVP produces excellent results on all pavement surfaces. Fugro's Vision software is used for the review and plotting of transverse profile raw data or data corrected as a result of inputs for vehicle roll. Furthermore, the software can recalculate rut depth using the straight-edge method and detect and measure edge drop-off from stored raw transverse profiles. Edge drop-off can be a critical safety factor for high-speed roadways that have unpaved or soft shoulders.

Rutting will also be categorized based on severity levels and can be uploaded into the pavement management system. Pavement rutting can either be included in the Pavement Condition Index (PCI) Score or reported as its own index. Rut measurements will be in accordance with AASHTO R 48.

#### A.1.3.5: Pavement Roughness Data

The ARAN's Profiler subsystem provides longitudinal profile measurements that will be collected in both wheel paths and used to calculate International Roughness Index (IRI). The Laser SDP is a non-contact Class 1 inertial profiler that uses lasers and accelerometers mounted over each wheel path to determine pavement profile in real-time.

#### A.1.3.6: Digital Right-of-Way (ROW) Images

The ARAN will be equipped with 3 Sensor cameras offering a high 1920 x 1080 image resolution, a standard angle lens (63°), and a free-running frame rate of 60 frames per second (fps). The additional advantage of using 3 Sensor cameras is the increased color density of images. Figure 3 provides an example of the ROW image collected by Fugro's ARAN.





Figure 3: HD Camera View

#### A.1.3.7: Roadway Asset Data Collection and Processing

The calibrated, geo-referenced HD ROW images can be used in combination with our Surveyor software (Figure 4) for asset extraction and inventory. The combination of the forward-facing ROW images and Fugro's Surveyor software can be used for the initial assessment of asset inventories for assets such as sidewalks, sidewalk ramps, and sign inventories. Field assessment crews will only be deployed if additional condition assessment is required, saving both time and money.



Figure 4: Surveyor Software Screenshot

### A.1.3.8: iVision Hosting Service

The City will receive the managed hosting services from Fugro for all of the collected roadway data and images. This will be completely free of charge for one year for up to 5 users. iVision is Fugro's web-based software that requires only a web browser with internet connectivity (see Figure 5). iVision allows client staff to view ROW digital images, pavement images, and a choice of collected pavement management and condition data over the internet. All of the client's data can be displayed in maps, charts, and tables. With just a few clicks, iVision can present information in the way that best suits the City's needs.

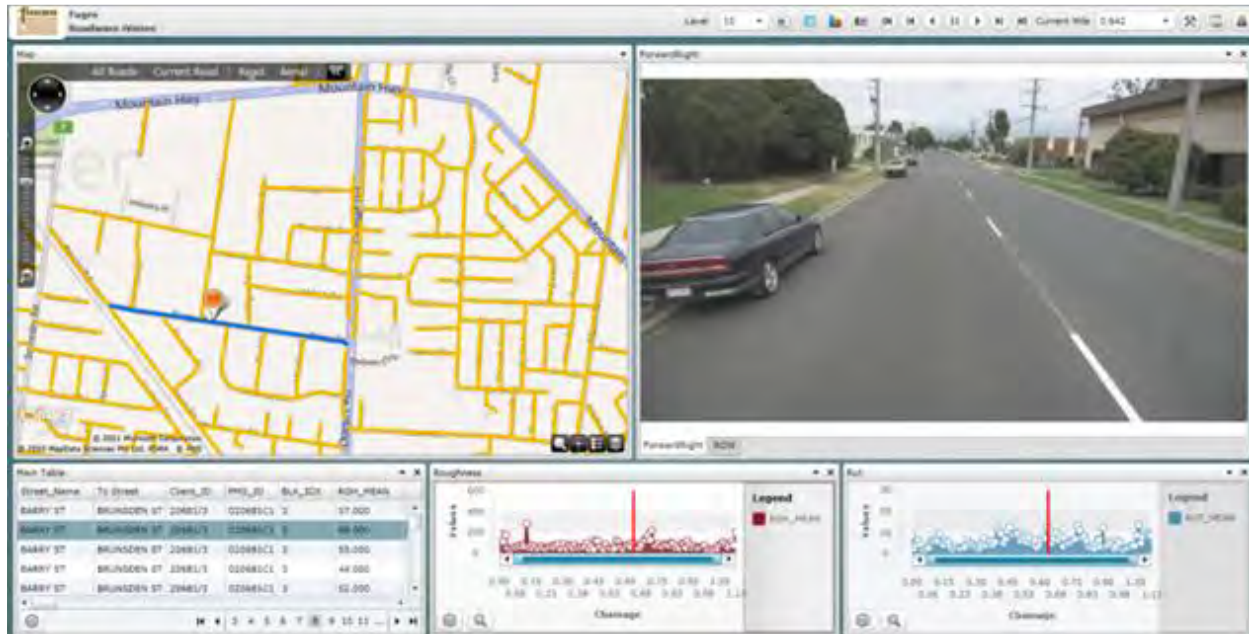


Figure 5: iVision Screenshot

## Section B: Scope of Work

Fugro will provide all the necessary resources required to perform the professional pavement management services proposed for this project including:

- Automatic and continuous measurement of pavement cracking, texture, rutting (both wheel path ruts), digital images, and dual-wheel path roughness data according to International Roughness Index (IRI) standards.
- Calculation of PCI for each surveyed road segment.
- Delivery of PCI data in a format compatible with the City's Geographic Information System (GIS) database.
- Inclusion of any newly constructed street to the City's PAVER system with GIS updates.
- Pavement management data reporting including a detailed description of current network condition results.
- Asset inventory data reporting with available attributes of signs.

Based on the GIS shapefile received from the City, there are approximately 147 centerline miles of roadways. City's PAVER database has approximately 193 PAVER section miles. The draft RFP from the City, dated February 20, 2020, states that the City's public street system consists of 171 centerline miles (348 lane miles). Fugro will collect pavement data along one lane for each local and residential street and one lane in each direction for each collector and arterial street. We are assuming that 348 test miles of pavement distress data will be collected for this project. This assumption can be modified based on further discussions with the City.

## B.1: Kick-off Meeting and Data Needs

Fugro will schedule a project kick-off meeting with City staff to confirm that all aspects of the project align with the City's goals. We will begin by reviewing the project approach, methods, and tasks. Any gaps that are identified in the project approach will be resolved prior to commencing the pavement management assessment. The final deliverables of the project will then be discussed. In addition, we will verify the format in which the final deliverables will be provided to the City. We will provide a data dictionary to the City that describes all datasets that will be collected and delivered to ensure that all data needs are met. The project schedule will be reviewed to ensure that all deadlines meet the goals of the City, and Fugro will adhere to the project schedule upon approval by the City.

Another critical topic that will be discussed during the project kick-off meeting is existing sources of data that will be required for project completion. We understand that the City will provide us a street centerline inventory file of all roadways (i.e., a GIS shapefile) to be included in the pavement management assessment. This centerline file will be important for efficient data collection and processing activities as well as for linking pavement management results back to the City's current systems and processes.

We will also discuss our communication plan during the project kick-off meeting. It is our goal to provide monthly updates to the City regarding the progress of the project as well as meetings with our project manager as requested by the City. Weekly updates will be provided during data collection to ensure the City is aware of activities on their streets. Fugro anticipates meeting with City staff at the following milestones:

- Kick-off meeting
- Vehicle Visit
- Review of Work Plan
- Discussion of Draft Final Report
- Presentation of Final Report to City Project Team (if requested)

## B.2: Right-of-Way (ROW) and Pavement Images

ROW and pavement images will be collected for each lane surveyed using the ARAN. ROW images will be collected at an interval of 25 feet, and pavement images will be collected continuously along the surveyed lane. All images will be delivered to the City electronically. Images will also



be available to the City for one year via Fugro's Web based iVision viewing software with five (5) user licenses. After one year, licenses can be renewed annually for additional fees. After the first year, the fee is approximately \$1,500 a year for the City's network size.

### **B.3: Pavement Data Collection and Processing**

For each surveyed lane, Fugro will document the street name, segment ID, segment length, pavement width, inspection date, pavement type, etc. Pavement images will be utilized to rate the distresses observed for each road. Pavement ride quality and rutting will be collected as part of the automated data collection using ARAN. Fugro will make reasonable effort in the field to maximize the collection of valid PCI and IRI data. Recollection will not be performed for pavement sections with invalidated PCI or IRI data for reasons such as ongoing construction, gated communities, or slow travel speeds (i.e., speeds below 15 mph impacting IRI values).

### **B.4: Pavement Management Data Reporting**

Fugro will utilize the PAVER pavement management software licensed to Fugro to calculate the pavement condition index (PCI) for each pavement sections. PCI is calculated based on the type, severity, and extent of surface distresses to provide a factual presentation of the overall network condition. PCI uses a scale from 0 to 100, where 0 represents a completely failed pavement and 100 represents a pavement in perfect condition. By assigning a PCI score to each pavement section, the City will be able to objectively compare the condition of the roads across the City's network.

Fugro will develop a comprehensive report that summarizes all project activities and project results including an updated PAVER database with current PCI scores. The scope of the work does not include any additional pavement management services and rehabilitation recommendations.

### **B.5: Roadway Asset Data Processing & Reporting**

Fugro will use the ROW images collected by Fugro's ARAN in conjunction with our Surveyor software to extract and report the asset data requested by the City specifically for signs. Fugro will provide the City with a geodatabase with asset attributes, which can be incorporated in the City's GIS.

## Section C: Project Schedule

Fugro proposes the following timeline (Figure 6) to complete the pavement assessment project for the City of Schertz.

Task	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Notice to Proceed	■																							
Kick-off Meeting		■																						
Project Setup		■	■	■	■																			
Data Collection						■	■																	
Data Processing								■	■	■	■	■	■	■	■									
Pavement Analysis														■	■	■	■							
Preliminary Results																		■						
Draft Report																		■	■	■				
Final Report																					■	■		

Figure 6: Project Schedule

**Note:** The data collection start date is dependent on equipment availability at the time the notice to proceed is received. An updated schedule will be provided to the client once the data collection is scheduled.

## Section D: Project Fee

The following table represents Fugro's proposed fee for this project, which includes 348 test miles of pavement data collection. This fee is compliant with the NCTCOG North Texas SHARE contract for pavement analysis services. The fee does not include assessment, purchase or implementation price of a PMS software for the City.

Item	Description	Unit	Base Cost (\$)	Unit Cost (\$)	Quantity	Item Total (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	Test Mile	5,000	100	348	39,800
2	Collect pavement surface distress through automated means	Test Mile	5,000	60	348	25,880
3	Provide a digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	2,000		1	2,000
4	Collect dual-wheel path roughness data to International Roughness Index standards	Test Mile		10	348	3,480
5	Roadway information that shall be collected and provided to the Participant at a minimum includes: street name, endpoints, segment ID, segment length, pavement width, inventory date, pavement type, functional class, pavement condition score, rutting, surface distress, and pavement age.	Test Mile		20	348	6,960
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)	Test Mile		10	348	3,480
9	Collect roadway sign data to include type and location and create and create shape (.shp) files for incorporation into the Participants GIS system, if applicable.	Test Mile		25	348	8,700
10	Collect photos of sidewalks, ADA ramps, and/or roadway signs inventoried under items 8, 9, 12.	Test Mile		-	-	-
13	Load assessment data for all Participant-maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	5,000	5	348	6,740

Item	Description	Unit	Base Cost (\$)	Unit Cost (\$)	Quantity	Item Total (\$)
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	5,000	5	348	6,740
15	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	5,000	5	348	6,740
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	Test Mile		15	348	5,220
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	Test Mile		5	348	1,740
<b>Grand Total</b>						<b>117,480</b>