



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
July 27, 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, JULY 27, 2021 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, July 27, 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.
(Mayor Pro-Tem Whittaker)**

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.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of Special Joint Workshop with City Council and Planning and Zoning Commission on July 9, 2021, and the Regular City Council Meeting on July 13, 2021. (B. Dennis)
2. **Resolution No. 21-R-75** - Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into Service Agreements with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services. (C. Kelm/S. Williams/S. McClelland)
3. **Resolution No. 21-R 71** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the city staff to enter into a purchase agreement with Aries Industries for the purchase of a sewer main camera. (C. Kelm/S. Williams/S. Mayfield)
4. **Resolution No. 21-R-77** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into a task order agreement with AACOG for Emergency Medical Services on Joint Base San Antonio - Randolph. (C. Kelm/J. Mabbitt)
5. **Ordinance No. 21-S-27-** Consider and make a recommendation on a request for a Specific Use Permit to allow a monopole tower, telecommunications facility on approximately 0.056 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado)
Final Reading
6. **Resolution No. 21-R-70** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the purchase of vehicle maintenance equipment from JF Petroleum Group as part of the Fleet Maintenance Building Project and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

7. **Resolution No. 21-R-67-** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the water CCN transfer from New Braunfels Utilities in the Rolling Hills Ranch Development to the City of Schertz. (C. Kelm/S. Williams/S. Mayfield)
8. **Resolution No. 21-R-73** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement with Terracon Consultants, Inc., for Geotechnical Services related to the Schertz Street Preservation and Maintenance Program and authorizing budget expenditures for the project and other matters in connection therewith. (B. James/K. Woodlee/J. Nowak)
9. **Resolution No. 21-R-74** - 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 D&S Concrete Constructors for the CSJ#0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project, increasing the total amount from \$1,286,000 to \$1,311,600. (B. James/J. Nowak)
10. **Resolution No. 21-R-69** - 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 405 Main. (M. Browne/B. James)

Discussion and Action Items

11. **PC2021-022** – Pursuant to Section 21.12.15 of the Unified Development Code, Conduct a Public Hearing on a request to appeal a Planning and Zoning Commission determination request for a waiver related to on-site sewage facilities for the Busch Subdivision, on approximately 5-acre tract of land generally located 4,700 feet east of the intersection of Old Wiederstein Road and Cibolo Valley Drive, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/M. Harrison).
12. **PC2021-022** - Consideration and action on an appeal of a Planning and Zoning Commission determination regarding a request for a waiver related to on-site sewage facilities for the Busch Subdivision, on approximately 5-acre tract of land generally located 4,700 feet east of the intersection of Old Wiederstein Road and Cibolo Valley Drive, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/M. Harrison).
13. **Resolution No. 21-R-72** - Consideration and/or action approving a Resolution authorizing a contract with R.L. Jones LP for construction of the Elbel Storm Drain and Overlay Project and authorizing budget expenditures for the project. (B. James/K. Woodlee/J. Nowak)
14. **Resolution 21-R-68** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the City of Schertz Fiscal Year 2021-2022 Water and Wastewater Rates and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

- 15. Council Rule 21-CR-01** - A Rule Established by the City Council of the City of Schertz, Pursuant to the City Council Rules of Procedure, Establishing a Subcommittee, which shall include three City Councilmembers, three Planning and Zoning Commissioners and Staff to review and make recommendations with regard to changes or updates to the PDD Standards, New Zoning District and the Tree Mitigation Program. (Mayor/Council)

Workshop

- 16. Appointment of the Mayor Pro-Tem** - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)

Roll Call Vote Confirmation

Closed Session

- 17.** The City Council will meet in Closed Session pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property, to deliberate the purchase or value of real property; to wit: property necessary for future expansion of FM 3009 south of FM 78.

Reconvene into Regular Session

- 17a.** Take any action based on discussions held in closed session under Agenda Item 17.

Roll Call Vote Confirmation

Requests and Announcements

- Announcements by the City Manager.
- 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 23rd DAY OF JULY 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

Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
Councilmember Davis– Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	Councilmember Scott – Place 2 Interview Committee for Boards and Commissions Schertz Animal Services Advisory Commission

Councilmember Whittaker – Place 3 Audit Committee TIRZ II Board	Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
Councilmember Heyward – Place 6 Animal Advisory Committee Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of Special Joint Workshop with City Council and Planning and Zoning Commission on July 9, 2021, and the Regular City Council Meeting on July 13, 2021. (B. Dennis)

BACKGROUND

The City Council held a Special Joint Workshop on July 9, 2021, and a Regular City Council Meeting on July 13, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

07-09-21 Draft min

07-13-21 Draft min

DRAFT

MINUTES SPECIAL JOINT WORKSHOP WITH CITY COUNCIL AND PLANNING AND ZONING COMMISSION July 9, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on July 9, 2021, at 8:30 a.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 Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; Assistant to the City Manager Sarah Gonzalez; Deputy City Secretary Sheila Edmondson

Attendees: Chair Glen Outlaw, Commissioner Gordon Rae, Commissioner Earl Platt, Commissioner Ken Greenwald, Commissioner Richard Braud, Commissioner Ricky Haynes, Alternate Position-1 Jimmy Odom, Alternate Position-2 Judy Goldick

Call to Order

Mayor Gutierrez called the meeting to order at 8:30 am.

Mayor Gutierrez thanked everyone for coming in early for the Joint Workshop with City Council and Planning and Zoning Commission. Mayor Gutierrez moved the Hearing of the Residents portion of the agenda to after the presentation given by staff.

Mayor Gutierrez recognized City Manager Dr. Mark Browne.

City Manager Dr. Mark Browne thanked everyone for attending the Joint Workshop with City Council and Planning and Zoning. Staff's presentation addresses issues that have come up repeatedly over the years and staff is looking for some direction on how we go forward with the Comprehensive Plan and United Development Code. If we could come to some

consensus with some of these issues, it would help staff.

City Manager Dr. Mark Browne recognized Assistant City Manager Brian James and Senior Planner Megan Harrison.

Assistant City Manager Brian James stated that the Workshop Goals for today's meeting: Articulate the City's Position on:

- Single family residential lot size
- Single family residential development standards
- Straining Zoning Vs. Planned Development Districts (PDD)

Philosophy with regard to amending the Unified Development Code (UDC): Where City Council and Planning and Zoning think City Staff can do better

Before the presentation began, Assistant City Manager Brian James asked City Council and Planning and Zoning Commission to really think what they liked and didn't like about certain subdivisions in the city.

Workshop Discussion Items

The copy of the complete presentation can be found in the City Secretary's office.

Senior Planner Megan Harrison started the presentation by showing a series of photos and plats of several neighborhoods in the city to give City Council and the Planning and Zoning Commission an example of the variety of housing in the city. She pointed out the differences of the lot of sizes, big side yard setbacks, street widths, cars parking on streets, garage set further from the street, well-kept lawns/landscaping and location of sidewalks.

Willow Grove Estates Unit 1
Willow Grove Subdivision Unit 1
The Crossvine Module 1, Unit 2
Belmont Park Subdivision Unit 8

Assistant City Manager Brian James asked if the photos helped to identify what you like and don't like in the subdivisions. He discussed the following topics:

- Big side yard setbacks-feels more comfortable and open, not constricted, allows for more parking on the street too.
- Feels better to have fewer cars parked on the street-fewer instances of cars parked across from each other on both sides
- Having the garage set further from the street
- Well-kept lawns/landscaping
- Location of sidewalk (adjacent to ROW or 2" landscape area)

What are the minimum standards in some Schertz neighborhoods?

- Willow Grove Estates and Willow Grove are both nice, but Willow Grove Estates had bigger lots and had a good feel about them, although the lot sizes standards are the same
- Crossvine-the tone is set by the wide boulevard feel coming in and low fences that set a tone for a wide open feel despite having smaller side yard setback

Assistant City Manager Brian James asked everyone to keep a few things in mind and balance factors with what we want as an outcome.

- Cars parked on the street. Which neighborhood don't have that?
- Developers have to be aware of costs-land cost, infrastructure costs, amenity costs, lot yield, lot price, city development standards, fees, etc., so they can't do it all
- Affordability-home prices going up in the region. What do we consider affordable?
- Which neighborhoods are negatively impacted by too much signage
- Does planting three trees matter?
- Does everyone understand what the City requires vs. what developers just do on their own? Masonry on houses for example
- Provide a park or just pay a fee-no open space required

Minimum residential lot sizes

- The smallest single-family detached lot size currently allowed by the UDC is 8,400 sq.ft (70'X120')
- Most developers have indicated an 8,400 sq. ft. minimum lot requirement is not viable for their development type
- We have used the PDD to allow a variety of lot sizes- under this process we haven't held firm on an overall mean lot size of 8,400 sq. ft.
- But if we create a new zoning district, would that be the minimums?

Assistant City Manager Brian James asked, are the concerns staff hear a function of how we live and if we changed the regulations are we going to get the results we want? There are no right or wrong answers to these concerns, they are competing interests of what residents and that is why Staff struggles with these concerns.

Straight zoning vs. PDD: Assistant City Manager Brian James asked are there any likes and dislikes that anyone might have that Staff has overlooked.

Mayor Gutierrez, City Council and Planning and Zoning Commission discussed and had questions and comments about the following:

- HOA Parks- current and new subdivisions
- Current subdivisions in the City: Historical, Established and upcoming new subdivisions
- Landscaping
- Set-backs and side setbacks for new development
- Street widths/cars parked on streets

- Coving
- Setting design and building standards
- Tree Mitigation Program

Assistant City Manager Brian James discussed the affordability factor of subdivisions and if we can regulate that. The affordability and sustainability factor of homes in the city needs to be considered on what we want to be as a community down the road. He showed some slides with the home values and median home costs in the area. The prices of homes and materials are going up. Staff came up with a few parameters of a new Zoning District.

Recommended Staff Suggestion for a New Zoning District:

- 65' X 115'
- 7,475 min. sq. ft.
- 10' side
- 20' rear
- 25' front
- Impervious coverage-what do we care as long as they account for detention/drainage
- Lot coverage for structure maximum-we don't currently regulate it directly-sort of with impervious coverage

Straight Zoning vs. PDD

- If we were to create a new zoning district or simply require developers to meet the R-2 zoning district minimums and add some additional development standards, can we move away from doing PDD's generally?
- Potential new development standards:
- Curvilinear street requirement
- Community mailbox parking bump out
- Minimum required usable open space (could get parkland credits) if no city park

Mayor Gutierrez, City Council and Planning and Zoning Commission discussed and had comments and questions about the following:

- Straight Zoning vs PDD- time, costs, advantages and disadvantages to both
- PDD standards
- SUP-current requirements-Site Plan-keep or remove
- Tree Mitigation Program- update the program and address mitigation fees

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.

David Gleeson, 707 Prestionshire Lane, Dallas TX, 75225, is one of the owners of The

Learning Experience and daycare and preschool going to be built on FM 3009. It is 1.8 acres and one third of land open hope to be here soon with site plan. Mr. Gleeson is appreciative that the Tree Mitigation codes are being discussed and reviewed.

Adjournment

Mayor Gutierrez requested a subcommittee consisting of approx. 5 members (City Council, PZ and Staff) to meet and bring back some recommendations to the City Council at the Tuesday, July 27, 2021 meeting. Topics for discussion and review: New Zoning District, PDD standards and Tree Mitigation.

Mayor Guterrez adjourned the meeting at 11:08 am.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson
Deputy City Secretary

DRAFT

MINUTES REGULAR MEETING July 13, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on July 13, 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; 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 Scott)

Mayor Gutierrez recognized Councilmember Scott who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and State of Texas.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided the following information:

Saturday, July 31st

Star Party

Crescent Bend Nature Park

8:30 – 11:00 PM

Members of the San Antonio Astronomical Society will provide telescopes for participants to view the night sky.

Tuesday, August 3rd

Next regular scheduled Council meeting

National Watermelon Day

Pickrell Park Pool

5:00 – 7:00 PM

Watermelon slices, themed games, and activities.

Tuesdays, September 7th through October 12th

Fall 2021 Adult Cornhole League (Ages 21 and up)

6:00-10:00 PM

Registration open online at www.schertz.com

\$25.00 registration fee, includes team t-shirt

Sundays, September 12th through October 17th

Fall 2021 Adult Kickball League (Ages 21 and up)

6:00-10:00 PM

Registration open online at www.schertz.com

\$25.00 registration fee, includes team t-shirt

November 2nd

The City of Schertz will be holding its General Election on November 2, 2021, for the purpose of electing Council Members in Place 6 and Place 7 for a three-year term, from November 2021 to November 2024.

Any candidate desiring to have his or her name on the Official Ballot shall file with the City Secretary an application in writing in the form prescribed by the Texas Election Code declaring themselves a candidate. The filing date is no sooner than July 17, 2021, (but since the 17th falls on a Saturday and City Offices are closed) the date moves to Monday, July 19, 2021, and no later than Monday, August 16, 2021, by 5:00 p.m. Qualifications for Candidacy can be found online at www.schertz.com as well as in the Candidate packet. Candidate packets are also available in the City Secretary's Office.

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

None were provided.

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

None were provided.

Hearing of Residents

No one spoke.

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.

Mayor Gutierrez read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of the Special Meeting of July 1, 2021 and the minutes of the Regular Meeting on July 6, 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 David Reynolds - Board of Adjustments and Resignation of Charles Reynolds - Historical Preservation Committee
 - Appointment of Jackie Hollis and Judith Williams to the Historical Preservation Committee, and appointment of Danielene Salas as a regular member to the Board of Adjustments.
3. **Resolution No. 21-R-65** - 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 539 Main Street. (M. Browne/B. James)
4. **Resolution No. 21-R-63** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing the City Manager to enter into a contract with Andale Construction Inc., for the application of HA5 asphalt preservation product in the Mesa Oaks Subdivision. (C. Kelm/S. Williams/D. Letbetter)

5. **Ordinance No. 21-M-28** - Consideration and/or action approving an Ordinance authorizing and amending the City Council Rules of Conduct and Procedure; repealing all ordinance or parts of ordinances in conflict with this ordinance and providing an effective date. (*Final Reading*) (M. Browne)

Mayor Gutierrez stated he was asked to remove Item 3 from Consent and asked Council if there were any others items. Mayor Gutierrez recognized Councilmember Scagliola who requested agenda Item 4 also be removed for separate action. Mayor Gutierrez stated that the Consent Agenda now exists of Items 1, 2, 5.

Moved by Councilmember Allison Heyward, seconded by Councilmember David Scagliola to approve Consent Agenda Items 1, 2 and 5.

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

3. **Resolution No. 21-R-65** - 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 539 Main Street. (M. Browne/B. James)

Mayor Gutierrez recognized Mayor Pro-Tem Whittaker who stated that she is not against the Local Flavor Grants but believes this particular request does not fit the certain criteria as outlined: project design, privacy fence, visibility no benefit, not visible - no create local charm, help develop a sense of place in and round Main Street, foster civic pride, etc. Questioned the Historical part of the house will not be part of the building, concerns with noise, activity will be in the evenings, additional traffic and parking issues.

Other Members of Council expressed their thoughts of approval for the request:

- Strengthen economy
- Creates a gathering place
- No concerns with parking as city has two vacant lots to provide parking
- Change the feel
- On the right move
- Future use of EDC funds

- Look at revising the program
- Encourages investment
- Will increase tax values

Moved by Councilmember Michael Dahle, seconded by Councilmember David Scagliola to approve Resolution No. 21-R-65.

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

NAY: Mayor Pro-Tem Jill Whittaker

Passed

4. Resolution No. 21-R-63 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a contract with Andale Construction Inc., for the applicaiton of HA5 asphalt preservation product in the Mesa Oaks Subdivision. (C.Kelm/S. Williams/D. Ledbetter)

Mayor Gutierrez recognized Councilmember Scagliola who indicated that he pulled this item for transparency. He stated he likes the HA5 Asphalt. Staff addressed additional questions regarding how old Mesa Oaks Subdivision streets are as well as commented on the product being used.

Moved by Councilmember David Scagliola, seconded by Councilmember Mark Davis to approve Resolution No. 21-R-63.

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

6. Resolution No. 21-R-64 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas calling the November 2, 2021, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and approving the Comal County Agreement/Memorandum of Understanding, Bexar County Agreement/Memorandum of Understanding and the Guadalupe County Election Contract. (B. Dennis/Council)

Mayor Gutierrez recognized City Secretary Brenda Dennis who introduced this item stating the resolution before you calls the November 2, 2021 City of

Schertz Joint General Election with Bexar, Comal, and Guadalupe Counties for City Council in Places 6 & 7 for a three-year term beginning November 2021 and ending 2024.

First day to file for place on the ballot is Saturday, July 17th but since our office is closed it moves to Monday, July 19, 2021, and last day to file is Monday, August 16, 2021, by 5:00 pm. Candidate packets can be found on our website as well as in the City Secretary's office. Within the packets this evening are draft early voting and election day vote centers, as they have not been approved by the counties' commissioner's courts. Once approved we will be providing updated information to the Council, will be available on our website as well as be published in the Schertz Magazine.

Cost estimate correction for Bexar County, their packet indicated \$3000 to \$3500, estimate came in today at \$1,155.52, total estimated cost for this election is \$42,247.91. Early voting begins October 18th and ends October 29th. Election day is Tuesday, November 2, 2021.

Public Hearings

Mayor Gutierrez reading the following item into record:

7. **Ordinance No. 21-S-27-** Hold a public hearing, consider and make a recommendation on a request for a Specific Use Permit to allow a monopole tower, telecommunications facility on approximately 0.056 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado) ***First Reading***

Mayor Gutierrez recognized Assistant City Manager Brian James who introduced this item stating the applicant is requesting approval of a Specific Use Permit for approximately 0.056 acres in order to construct a 105-foot tall monopole, telecommunications facility. The full subject property is currently developed as the Lockaway Storage mini-warehouse / public storage business located at the intersection of FM 3009 and FM 78. The proposed telecommunications lease area is for an undeveloped 0.056 acres of the property.

The Planning and Zoning Commission held a public hearing on June 23, 2021, which no residents spoke. The Commission made a recommendation to the City Council with a vote of 7-0 for the 105' tall monopole, telecommunications facility located at 200 FM 3009.

Finally, City Staff consulted with the City Attorney to fully understand the

implications of the Federal Telecommunications Act on this application.

Based on the information provided by the City Attorney, City Staff determined that the application met the minimum requirements of the Telecommunications Act through the maps and studies that were submitted demonstrating the need for additional coverage in the area around Elbel Road.

Because the application meets the minimum requirements laid out in the Telecommunications Act as well as the UDC, Staff is recommending approval of the Specific Use Permit as submitted.

Mayor Gutierrez stated this was a public hearing and opened it up for public comment, as no one spoke, Mayor Gutierrez closed the public hearing. Mayor Gutierrez recognized Vince Gerard with Vincent Gerard & Associates, Inc., representing the applicant who provided a brief PowerPoint regarding the project answering questions from Council.

Mayor Gutierrez opened it up for Council questions and comments:

- 5G concerns - technology
- Types of providers
- What equipment is used to expand - vendors?
- Comscope - 5G Macro's

Moved by Councilmember Mark Davis, seconded by Councilmember Michael Dahle to approve Ordinance No. 21-S-27 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 7.

Workshop

8. Workshop discussion on the results of the Water and Wastewater Rate Study.
(C. Kelm/S. Williams/D. Kneuper)

Mayor Gutierrez recognized Public Works Director Suzanne Williams who introduced this item stating the item is in relationship to the Water/Wastewater CIP program. Ms. Williams showed the W/WW CIP FY20-21 & FY21-22 various projects involved. Some include:

- Riata Lift Station (\$1.4 million)
- Crest Oak Sewer Line (\$1.1 million)
- Corridor Oaks (\$75, 000)
- Aviation Heights Waterline replacement (\$2.4 million)
- 16" Dedicated Transmission Line (\$5.5 million)
- FM 1518 Utility Relocations (\$5.5 million)

Ms. Williams recognized Megan Kirkland, Senior Consultant with Newgen Strategies and Solutions who provided a PowerPoint presentation regarding the Water & Wastewater Rate Study with the following highlights:

- Presented the Rate History of Water and Wastewater from 2018 to current (Note: FY2021-no water or wastewater rate increase)
- Regional Bill Comparison: 10 Local Cities- currently Schertz is #5
- Summary of Issues Facing Utilities: Growth, Capital Improvement Projects, SSLGC Water Purchases (Guadalupe Plant), Simplify Rate Structure
- Simplify Rate Structure- explained the new rate structure for water/ wastewater tier rates
- 5-Year Outlook - Water Revenue Requirement and Wastewater Revenue Requirement
- Rate Revenue Scenarios with: 3% vs. 4% rate increase

Mayor Gutierrez and City Council discussed the following:

- Rate increases to pay for CIP Projects
- American Relief Plan-distributing funds
- Approx. 50% of residents would be not impacted with new rates,
- Commercial rate increases
- Infrastructure is needed with the city's growth to be able to provide service in the future
- Rate increase or 4% increase covers the CIP Projects for the next 5 years and monitor the costs each year- Staff recommendation- 4% rate increase

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Mayor Gutierrez mentioned Item 9 indicating this was informational item only and that the information was provided in the Council packets as well as can be found online.

9. Monthly update - on major projects in progress/CIP. (B. James/K. Woodlee)

Requests and Announcements

- Announcements by the City Manager.

Nothing further.

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

Councilmember Brown regarding the Main Street program and possibly look at adjacent properties. In answer, Mr. James indicated that there would be no problem adjusting the boundaries and a Resolution to change the boundaries. Suggest a workshop to discuss further.

- 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:

- Joint City Council & Planning & Zoning Workshop
- Presentation: Proclamation for the Jameson's recognizing their 64th Wedding Anniversary
- Leadership discussion with Ted Meyers and students from Kung Jung Mu Sul

Councilmember Scott:

- Joint City Council & Planning & Zoning Workshop

Councilmember Dahle:

- Joint City Council & Planning & Zoning Workshop

- Woodland Oaks HOA Pizza Event Saturday

Councilmember Heyward:

- Joint City Council & Planning & Zoning Workshop
- Attending the CADCA Conference (Community Anti-Drug Coalition) with Guadalupe County
- Leadership discussion with Ted Meyers and students from Kung Jung Mu Sul

Councilmember Brown:

- Joint City Council & Planning & Zoning Workshop

Adjournment

Mayor Gutierrez adjourned the meeting at 7:44 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Public Works
Subject: Resolution No. 21-R-75 - Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into Service Agreements with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

The City of Schertz requested bids for on-call HVAC and Electrical maintenance and repair services. Three contractors provided bids for each discipline in response to the solicitation. Each contractor was evaluated for pricing and qualifications by the Facilities Division of Public Works. City staff is recommending award to Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services based upon cost-effectiveness and qualifications.

As with the other on-call contracts that Public Works has put in place, the HVAC and Electrical contracts will be used to supplement Facilities Division staff as needed. These contracts will be primarily used by the Facilities Division of Public Works, but will also be available for use city-wide by various departments as needed. As such, Staff is requesting an approved expenditure off an amount not to exceed \$100,000.00 per vendor per fiscal year. Expenditures with each vendor will be in accordance with approved budget funds approved by Council.

If approved, the Agreement shall become effective upon the date of the final signature and shall remain in effect through September 30, 2024, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

GOAL

Approve Resolution 21-R-75 to authorize the City Manager to execute agreements with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services.

COMMUNITY BENEFIT

The City will be able to contact any of the four vendors for any project within the scope of the contract without going through the RFP process each time, which will result in a more efficient execution of projects. Having on-call contracts in place also builds relationships with vendors which often results in better service, especially in emergency situations.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 21-R-75 to authorize the City Manager to execute agreements with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services.

FISCAL IMPACT

The fiscal impact will vary depending on the specific project, however staff is requesting approval for an amount Not To Exceed \$100,000.00 per fiscal year per vendor. The fee schedule is included in the agreement and will be used as the basis for pricing each project. Funds required for each project will be allocated in accordance with approved budget funds approved by Council.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-75.

Attachments

21-R-75

Exhibit A HVAC Service Agreement

Exhibit B Electrical Service Agreement

Eval Summary-Electrical

Eval Summary - HVAC

RESOLUTION NO. 21-R-75

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT WITH BEYER MECHANICAL AND PREMIER COMFORT FOR ON-CALL HVAC SERVICES AND GERARD ELECTRIC AND CRI ELECTRIC FOR ON-CALL ELECTRICAL SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a service agreement with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services relating to maintenance and repair services, and other matters in connection therewith, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services pursuant to the Services Agreements attached hereto as Exhibit A and Exhibit B (the “Agreement”), and;

WHEREAS, the City is seeking approval for expenditures to these vendors in an amount not to exceed \$100,000 per fiscal year per vendor, and;

WHEREAS, the agreement shall become effective upon the date of final signature on the agreement and shall remain in effect through September 30, 2024, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the agreement.

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 Agreement with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services in substantially the form set forth on Exhibit A and Exhibit B.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
HVAC SERVICE AGREEMENT

EXHIBIT B
ELECTRICAL SERVICE 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 _____ (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2024 with the option to renew for two (2) additional terms of one (1) year each 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.* 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.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

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.

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 ten (10) 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 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:

CONTRACTOR:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz

Attn: Dr. Mark Brown, City Manager

1400 Schertz Parkway

Schertz, Texas 78154

Exhibit A

SCOPE OF WORK

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

Building Locations

Building Number	Building Name	Building Address
Building 1	City Hall	1400 Schertz Parkway
Building 2	Admin	1400 Schertz Parkway
Building 3	Community Center	1400 Schertz Parkway
Building 4	Council Chambers	1400 Schertz Parkway
Building 5	Civic Center	1400 Schertz Parkway
Building 6	Police Department	1400 Schertz Parkway
Building 7	EMS	1400 Schertz Parkway
Building 8	Fire	1400 Schertz Parkway
Building 9	Purchasing	1400 Schertz Parkway
Building 10	Parks	10 Commercial Place
Building 11	Engineering	10 Commercial Place
Building 12	Public Works	10 Commercial Place
Fire Station #2	Station 2	19085 N IH 35
North Center	North Center	3501 Morning Drive
Library	Library	
Fire Station #3	Station 3	
Marion EMS Substation	Marion EMS	
Live Oak Substation	Live Oak EMS	
Kramer House	Kramer House	
Soccer Complex	Soccer Complex	
Rec Center	YMCA	
Animal Adoption Center	Animal Adoption Center	
Aquatics Center	Aquatics Center	
Live Oak Rd Bunker	Live Oak Rd Bunker	
Senior Center	Senior Center	
Pickrell Park Pool	Pickrell Park Pool	
City Parks	City Parks	
Wendy Swan Pool	Wendy Swan Pool	
Pumps Stations	Pump Stations	
Lift Stations	Lift Stations	
Building 27	Fleet (Future)	

*Additional Buildings may be added to accommodate City Facilities

SCOPE OF WORK

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC and/or Electrical maintenance and repair services in the past.

All services performed shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's response shall, at a minimum, include but not limited to the specifications outlined herein.

Contractor shall have full-time journeymen-level mechanical personnel and factory-trained automation specialists capable of providing maintenance and repair services on the types of HVAC Equipment outlined in HVAC Equipment Details and/or Electrical Repair Services.

GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).
- b. The successful contractor shall have or obtain a City of Schertz business license.
- c. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the City.
- d. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required. Building permit inspection fees will be the responsibility of the City.
- e. All equipment, materials, etc. specified to be removed from the site shall be done in accordance with the law. City reserves the right to maintain ownership of any and/or all materials and equipment at any time.
- f. All repair work will be left in a clean safe and workable condition.
- g. Contractor shall ONLY repair, replace, upgrade or install work that is instructed, in writing by the City's designated person.
- h. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to confirm the scope of work with the City's designated representative.
- j. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
- k. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- m. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- n. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the City.
- o. If temporary repairs are needed due to an emergency, the Contractor is instructed

- to do so at the direction of the City’s designated representative.
- p. All permanent repairs must be made as soon as is possible. Assuming repair part(s) are physically available this must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
 - q. It will be the responsibility of the Contractor to leave the area in a clean, “broom swept” state. Contractor must remove all debris generated while making repairs, replacements, or installations.
 - r. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

PRICING SCHEDULE AND RESPONSE TIME EXPECTATIONS

A. HVAC Repair/Service Rates:

- a. Licensed HVAC Journeyman – Hourly Rate \$_____ per hour.
- b. HVAC Apprentice– Hourly Rate \$_____ per hour
- c. Travel Time (if applicable) \$_____ per hour.
- d. Materials Cost: Mark-up _____ % (expressed as a percentage over cost)
Discount _____ % (explain circumstances when this would occur – apply in space below).

B. HVAC Availability

- a. Can the Contractor provide 24-hour “on-call” emergency coverage? Yes _____
No _____
- b. Response time to an emergency call?
_____ hours
- c. Response time for non-emergency request for service?
_____ hours

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.

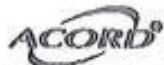
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

A

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 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	NAIC # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

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 (Any one person) \$ 6,000 PERSONAL & ADV 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"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWN 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 DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/H N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY 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 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(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
--	---

ACORD 26 (2010/05)

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(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

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 _____ (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2024 with the option to renew for two (2) additional terms of one (1) year each 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.* 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.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

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.

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 ten (10) 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 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:

CONTRACTOR:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz

Attn: Dr. Mark Brown, City Manager

1400 Schertz Parkway

Schertz, Texas 78154

Exhibit A

SCOPE OF WORK

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

Building Locations

Building Number	Building Name	Building Address
Building 1	City Hall	1400 Schertz Parkway
Building 2	Admin	1400 Schertz Parkway
Building 3	Community Center	1400 Schertz Parkway
Building 4	Council Chambers	1400 Schertz Parkway
Building 5	Civic Center	1400 Schertz Parkway
Building 6	Police Department	1400 Schertz Parkway
Building 7	EMS	1400 Schertz Parkway
Building 8	Fire	1400 Schertz Parkway
Building 9	Purchasing	1400 Schertz Parkway
Building 10	Parks	10 Commercial Place
Building 11	Engineering	10 Commercial Place
Building 12	Public Works	10 Commercial Place
Fire Station #2	Station 2	19085 N IH 35
North Center	North Center	3501 Morning Drive
Library	Library	
Fire Station #3	Station 3	
Marion EMS Substation	Marion EMS	
Live Oak Substation	Live Oak EMS	
Kramer House	Kramer House	
Soccer Complex	Soccer Complex	
Rec Center	YMCA	
Animal Adoption Center	Animal Adoption Center	
Aquatics Center	Aquatics Center	
Live Oak Rd Bunker	Live Oak Rd Bunker	
Senior Center	Senior Center	
Pickrell Park Pool	Pickrell Park Pool	
City Parks	City Parks	
Wendy Swan Pool	Wendy Swan Pool	
Pumps Stations	Pump Stations	
Lift Stations	Lift Stations	
Building 27	Fleet (Future)	

*Additional Buildings may be added to accommodate City Facilities

SCOPE OF WORK

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC and/or Electrical maintenance and repair services in the past.

All services performed shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's response shall, at a minimum, include but not limited to the specifications outlined herein.

Contractor shall have full-time journeymen-level mechanical personnel and factory-trained automation specialists capable of providing maintenance and repair services on the types of HVAC Equipment outlined in HVAC Equipment Details and/or Electrical Repair Services.

GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).
- b. The successful contractor shall have or obtain a City of Schertz business license.
- c. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the City.
- d. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required. Building permit inspection fees will be the responsibility of the City.
- e. All equipment, materials, etc. specified to be removed from the site shall be done in accordance with the law. City reserves the right to maintain ownership of any and/or all materials and equipment at any time.
- f. All repair work will be left in a clean safe and workable condition.
- g. Contractor shall ONLY repair, replace, upgrade or install work that is instructed, in writing by the City's designated person.
- h. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to confirm the scope of work with the City's designated representative.
- j. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
- k. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- m. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.

- n. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the City.
- o. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the City's designated representative.
- p. All permanent repairs must be made as soon as is possible. Assuming repair part(s) are physically available this must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
- q. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
- r. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

PRICING SCHEDULE AND RESPONSE TIME EXPECTATIONS

A. Electrical Repair/Service Rates

- a. Licensed Electrician / Journeyman – Hourly Rate \$ _____ per hour.
- b. Electrician Apprentice– Hourly Rate \$ _____ per hour.
- c. Travel Time (if applicable) \$ _____ per hour.
- d. Materials Cost: Mark-up _____ % (expressed as a percentage over cost)
Discount _____ % (explain circumstances when this would occur – apply in space below).

B. Electrical Availability

- a. Can the Contractor provide 24-hour "on-call" emergency coverage? Yes _____
No _____
- b. Response time to an emergency call?
_____ hours
- c. Response time for non-emergency request for service?
_____ hours

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.

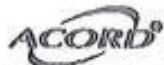
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

A

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 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	NAIC # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

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	POLICY EXP. DATE	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 (Any one person) \$ 6,000 PERSONAL & ADV 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"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS 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 DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/H N/A Y	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY 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 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(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
--	---

ACORD 26 (2010/05)

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(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

BID/RFP# 2021-012
 Project Name: On-Call HVAC and/or Electrical - Electrical Vendors

EVALUATION SUMMARY

Date: _____

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	Gerard Electric	CRI Electric	Premier Comfort
Financial Consideration (Cost Proposal)	35	\$100.00	\$110.00	\$140.00
		35.00	31.82	25.00
Proposer's Qualifications, Abilities and References	30	3.31	2.56	2.50
		24.84	19.22	18.75
Quality of Proposed Services	35	3.38	2.75	2.56
		29.53	24.06	22.42
Responsive Of Proposal	0	0.00	0.00	0.00
		0.00	0.00	0.00
Average Total %	100	89.38	75.10	66.17
Rank		1.00	2.00	3.00

(Lowest Price / Evaluated Price) * Pts for Section

VENDOR	Licensed/Journeyman p/hr	Apprentice p/hr	Material Mark-up			
Gerard Electric	\$68.00	\$32.00	20.00%			
CRI Electric	\$65.00	\$45.00	20.00%			
Premier Comfort	\$80.00	\$60.00	15.00%			

BID/RFP#

2021-012

EVALUATION SUMMARY

Project Name: On-Call HVAC and/or Electrical - HVAC Vendors

Date: _____

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	Beyer Mechanical	K-Air Corp	Premier Comfort
Financial Consideration (Cost Proposal)	35	\$149.00	\$320.00	\$140.00
		32.89	15.31	35.00
Proposer's Qualifications, Abilities and References	30	3.13	2.31	3.00
		23.44	17.34	22.50
Quality of Proposed Services	35	3.06	2.00	3.13
		26.80	17.50	27.34
Responsive Of Proposal	0	0.00	0.00	0.00
		0.00	0.00	0.00
Average Total %	100	83.12	50.16	84.84
Rank		2.00	3.00	1.00

(Lowest Price / Evaluated Price) * Pts for Section

VENDOR	Licensed Journeyman	Apprentice	Travel Fee	Parts Mark-Up			
Beyer Mechanical	\$99.00	\$50.00		35.00%			
K-Air Corp	\$160.00		\$160.00	15.00%			
Premier Comfort	\$80.00	\$60.00		varies			

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Public Works
Subject: Resolution No. 21-R 71 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the city staff to enter into a purchase agreement with Aries Industries for the purchase of a sewer main camera. (C. Kelm/S. Williams/S. Mayfield)

BACKGROUND

As a part of the City's approved budget, the Public Works Water/Wastewater Department is scheduled to purchase a sewer main inspection camera in FY 2021. Under our inflow & infiltration program, being able to see the inside sewer pipe condition is invaluable when making repair and replacement recommendations for broken and dilapidated sewer lines.

GOAL

To purchase a sewer main inspection camera.

COMMUNITY BENEFIT

Use of the sewer main camera will allow city crews to pinpoint problem areas before they become larger issues that add to repair/maintenance costs. Also, this camera enhances Schertz' inflow & infiltration program through preventative maintenance and identifies opportunities to reduce unwanted inflow & infiltration into the sewer system that results in higher pumping and potentially inadequate capacity.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 21-R-71 authorizing the City staff to enter into a purchase agreement with Aries Industries Inc. in the amount of \$72,931.00 purchased through BuyBoard.

FISCAL IMPACT

This project will be funded from current budgeted funds approved by City Council for the FY 2020-2021 budget.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-71 authorizing the City staff to enter into a purchase agreement with Aries Industries Inc., through BuyBoard, in the amount of \$72,931.00.

Attachments

Resolution
ARIES QUOTE

RESOLUTION NO. 21 - R - 71

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING AND AUTHORIZING PURCHASE OF A SEWER CAMERA SYSTEM FOR USE IN INSPECTING SEWER MAINS THROUGHOUT THE SEWER SYSTEM.

WHEREAS, the City of Schertz (the "City") has the need to purchase a sewer inspection camera; and

WHEREAS, City Staff obtained a quote from a BuyBoard vendor for the equipment; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; and,

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

Section 1. The City Council hereby authorizes the City staff to execute purchase of a sewer camera system from Aries Industries, Inc. for \$61,557.00 on buy board.

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 27TH day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



EQUIPMENT PROPOSAL

City of Schertz, TX



- 1 **Aries Mobile Pathfinder UC3400 All-in-One Controller, with features including:**
 - 8.4" color flat screen TV monitor
 - Sealed connector for interconnect cable to reel
 - Camera controls
 - Tractor controls
 - Reel controls
 - Internal digital video recorder
 - VL5000 data display control module
 - Alphanumeric full "QWERTY" keyboard for video titling and report data input
- 1 Storage and transportation case
- 1 **Extended interconnect cable tether and hub assembly, cable reel to all-in one control unit**
- 1 **Laptop computer interconnect cable kit**
- 1 **Aries PE3430 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:**
 - Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
 - Integrated on-demand self-cleaning lens wiper system
 - 120X zoom (10X optical & 12X digital)
 - High-resolution 480(V) x 720(H) output
 - Auto-focus with manual override
 - Auto-iris with manual override
 - Maintenance-free forward-facing white LED lighting located in the camera forks
 - Maintenance-free directional white LED lighting that follows the camera's field of view
 - White balance optimization with (4) selectable settings
 - High-sensitivity camera sensor for low-light applications
 - "Starlite" low-light level amplification feature with (4) user selectable amplification steps
 - Automatic home feature with forks at top and bottom of camera head
 - "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
 - "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
 - Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
 - Proportionately slowed camera movements when zooming
 - Fast-check internal pressure monitoring system
 - On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.
- 1 Camera storage and transport case
- 1 Camera nitrogen recharge kit



EQUIPMENT PROPOSAL

City of Schertz, TX



1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 24" lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 4 Rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 5" diameter
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Storage and transport case
- 1 Set maintenance parts

4 Double wide "dually" extended hub wheels for larger lines, 5" diameter

- 2 Carbide impregnated high traction wheels, 3" diameter**
- 2 Carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter**

1 Mobile Pathfinder PR3400 cable and reel assembly, with features including:

- Lightweight frame with casters and handles
- Drum and motor assembly with clutch and cable level wind assembly
- Sealed continuous contact collector assembly, 12-slip rings minimum
- Distance meter encoder
- Emergency hand crank arm
- Emergency stop push button switch
- 1000' of lightweight low friction multi-conductor cable
- AC power switch
- Universal power input plug with cord
- Cable guide roller, removable, handle mounted

1 Cable manhole guide system including:

- 1 Manhole top roller assembly
- 1 Insertion and extractor pole assembly and tractor adapter
- 3 Quick lock extension poles, fiberglass
- 2 Additional fiberglass extension poles
- 1 Tiger tail bottom cable guide

2 Operation / maintenance and spare parts manuals

- 1 Maintenance tool kit**
- 1 Day of training, conducted by Reliability Point**
- 1 Delivery of system**
- 1 One year warranty, TV system**

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Emergency Medical Services
Subject: Resolution No. 21-R-77 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into a task order agreement with AACOG for Emergency Medical Services on Joint Base San Antonio - Randolph. (C. Kelm/J. Mabbitt)

BACKGROUND

On June 9th, 2020, the City of Schertz and AACOG entered into an Interlocal Agreement (ILA) for the provisions of goods and services to Joint Base San Antonio (JBSA). These services can be awarded through a Task Order between AACOG and JBSA.

Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County.

The task order will require placement of a full-time ambulance and on base which can be used for other calls in our service area. This will add a 5th full-time ambulance to our service area.

GOAL

To provide Emergency Medical Services to JBSA-Randolph.

COMMUNITY BENEFIT

Providing quality ambulance services to JBSA-Randolph - additionally, adding a 24-hour ambulance will be a benefit to all the cities and areas we serve to reduce overall response times.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-77 authorizing the City Manager to enter into a task order agreement with AACOG for Emergency Medical Services on Joint Base San Antonio - Randolph.

FISCAL IMPACT

The agreement with a term of 5 years includes the fee schedule. The revenue will cover the cost of 6 personnel (with benefits), an ambulance, fuel, all associated equipment and will increase by 3% annually to account for inflation.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-77.

Attachments

AACOG-JBSA ILA

Price Schedule

Task Order

Resolution 21-R-77


Contract

Performance Work Statement

IGSA

CITY MANAGEMENT

Coordination Sheet

<u>FROM:</u>	Julie Gohlke - Purchasing			
<u>DATE:</u> Jun 10, 2020		NAME	INITIALS	DATE
	X	Mr. Charles Kelm Assistant City Manager	ck	10/5/20
		Mr. Brian James Assistant City Manager		
	X	Ms. Sarah Gonzalez Assistant to the City Manager	sg	6/11
	X	Dr. Mark Browne City Manager	B	6/11
<u>COMMENTS:</u>	<p style="text-align: center;">Agreement with AACOG related to the provision of goods/services to JBSA as approved on Resolution 20-R-64 dated 6/9/2020.</p> <p style="text-align: center;">No CAF required as no financial implications. </p> <p style="text-align: center;">Exp. 4/8/2021, Perpetual</p>			
<u>RETURN TO:</u>	Julie Gohlke - Purchasing			

**INTERLOCAL AGREEMENT BETWEEN
SCHERTZ, TEXAS AND
THE ALAMO AREA COUNCIL OF GOVERNMENTS RELATED TO THE
PROVISION OF GOODS AND SERVICES TO JOINT BASE SAN ANTONIO**

This Interlocal Agreement (the "Agreement") is entered into this 9th day of June, 2020, by and between **SCHERTZ, TEXAS**, a political subdivision of the State of Texas ("LOCAL GOVERNMENT") and **THE ALAMO AREA COUNCIL OF GOVERNMENTS ("AACOG")**, a political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791 Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the Authority are collectively referred to herein as the "Parties" and are each a "Party."

I. PURPOSE

- 1.01 Federal law authorizes the branches of the U.S. Military to enter into an intergovernmental support agreement ("IGSA"), which terms are incorporated herein and attached as Exhibit A, with a state or local government for the purpose of providing, receiving, or sharing installation support services. See 10 U.S.C. § 2679. Experience has shown that military installations can achieve substantial costs savings and obtain goods and services faster by entering into an IGSA with a state or local government, thereby increasing efficiency and military readiness. AACOG and LOCAL GOVERNMENT desire to assist Joint Base San Antonio ("JBSA") in increasing efficiencies and reducing costs in the procurement of goods and services necessary to achieve JBSA's mission objectives.
- 1.02 The purpose of this agreement is to create a voluntary procurement framework for AACOG and its member governments whereby AACOG will contract with its member governments, including LOCAL GOVERNMENT, to provide goods and services to JBSA. The parties agree and understand that the primary goal of this agreement is not profit but, rather, to enhance JBSA's ability to accomplish its mission in the most efficient manner possible. By procuring goods and services through AACOG and its member governments, JBSA may avoid higher costs and substantial time delays that are often encountered when using the Federal Acquisition Regulations.

II. RESPONSIBILITIES

- 2.01 AACOG Responsibilities.
 - 2.01.1 AACOG will enter into an IGSA with JBSA to procure goods and services for JBSA pursuant to a request via a "Task Order" or other procurement document ("collectively referred to herein as a "Task Order") to provide specific goods or services at a fixed price under terms and conditions set out in the Task Order.
 - 2.01.2 AACOG and JBSA have created an initial process whereby JBSA informally communicates to AACOG its requirements and historical unit cost. AACOG will then relay the information to its

members to determine any interest in the project and preparation of a preliminary cost estimate. AACOG in its sole discretion will determine whether it will respond to the Task Order with a quote. JBSA will review the preliminary cost estimate, other relevant issues and then decide whether to proceed further with AACOG or pursue other options. AACOG may choose to perform the Task Order request on its own or to contract with LOCAL GOVERNMENT or another participating member government to supply the goods or perform the services requested in the Task Order.

2.01.3 Once a Task Order is awarded, AACOG will:

- Participate in the kickoff meeting;
- Coordinate with Local Government and its subcontractors as necessary;
- Coordinate with JBSA to arrange base access and compliance with security procedures;
- Keep abreast of quality assurance and quality control but not actually perform these functions;
- As the Task Order is completed according to its terms, AACOG will promptly submit its invoice to JBSA and in turn pay the corresponding invoice submitted by LOCAL GOVERNMENT upon payment by JBSA in a time period not to exceed 150 days.
- Participate in any change order or dispute resolution process;
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2.01.4 Without undertaking any liability for such actions, AACOG will engage in accounting functions including, but not limited to, monitoring and reviewing LOCAL GOVERNMENT's invoices for accuracy and completeness before submitting its own invoice to JBSA.

2.01.5 AACOG and LOCAL GOVERNMENT will share responsibilities to JBSA for performance of the Task Order. AACOG shall be responsible for providing the LOCAL GOVERNMENT with all information, terms and conditions as required by JBSA for appropriate fulfillment of the particular Task Order.

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2.02.1 LOCAL GOVERNMENT shall not be obligated to respond to a request for quote from AACOG.

2.02.2 If LOCAL GOVERNMENT chooses to submit a quote, and its quote is accepted by AACOG, then LOCAL GOVERNMENT agrees to complete the Task Order according to its terms and conditions by performing services in good and workman like manner and/or supplying conforming goods. LOCAL GOVERNMENT may subcontract to its approved vendors and contractors as it deems necessary. LOCAL GOVERNMENT and AACOG will create a process to ensure that any subcontractors are acceptable to AACOG and that LOCAL GOVERNMENT'S legally mandated procurement requirements have been satisfied.

2.02.3 LOCAL GOVERNMENT shall be required to perform quality assurance and quality control during the performance of the Task Order so as to ensure that JBSA's requirements are satisfied.

2.02.4 LOCAL GOVERNMENT cannot indemnify AACOG or JBSA, but in any agreement for a Task Order, shall require terms that any vendor, contractor or subcontractor indemnify the LOCAL

GOVERNMENT, AACOG and JBSA for any negligent acts or failure to adhere to the contract terms arising from its conduct while completing the requirements of the Task Order. Unless otherwise noted in this Agreement, and to the extent that LOCAL GOVERNMENT does not have or maintain insurance or does not have or maintain sufficient insurance, LOCAL GOVERNMENT acknowledges and agrees that LOCAL GOVERNMENT will be solely responsible for any losses or damages related to or caused by the LOCAL GOVERNMENT's performing its duties and obligations under this Agreement. AACOG will have no obligation to reimburse or otherwise pay LOCAL GOVERNMENT for any costs incurred related to any such losses or damages.

- 2.02.5 The LOCAL GOVERNMENT Scope of Work or invoices shall be detailed and described in such a manner that the payment items for LOCAL GOVERNMENT's work or goods can be distinguished. Each invoice provided to AACOG by LOCAL GOVERNMENT shall include any copies of contractor's supporting documentation as required by AACOG or under the Task Order and evidence of LOCAL GOVERNMENT prior payment for LOCAL GOVERNMENT goods or services provided by a vendor or contractor.
- 2.02.6 LOCAL GOVERNMENT shall ensure compliance with any and all applicable procurement statutes and LOCAL GOVERNMENT rules, regulations, and specifications.
- 2.02.7 LOCAL GOVERNMENT agrees to allow AACOG and its designees access to any project site to (i) inspect and witness any testing and to determine if the services performed or goods supplied are in conformity with the plans, specifications and special provisions applicable thereto and in good working order, and (ii) verify all quantities used in connection with the subject Task Order. LOCAL GOVERNMENT shall be responsible for quality control and assurance to ensure that any services performed or good provided meet JBSA's specifications and requirements such that JBSA approves the services or goods and payment therefor.
- 2.02.8 LOCAL GOVERNMENT shall cooperate with AACOG to the extent reasonably necessary for AACOG to meet its obligations to JBSA. This cooperation includes any post Task Order completion review, audits, and inspections.
- 2.02.9 In the event AACOG has paid LOCAL GOVERNMENT for goods and services and such payment is subsequently disallowed or for any other reason AACOG is required to refund funds to JBSA that have been paid to LOCAL GOVERNMENT, then LOCAL GOVERNMENT shall promptly refund to AACOG the same amount of money that AACOG was required to refund, subject to any adjustments or other discounts as agreed to by the Parties based on the work performed and/or completed subject to the terms of the adjustments, bonding payments made to cover such refunds, funds not associated with a Task Order, and subject to the terms for dispute resolution in Section IX of this Agreement. To the extent permitted by federal law, AACOG shall give LOCAL GOVERNMENT the opportunity to meaningfully and timely respond to any administrative findings or disallowances issued by JBSA or related federal authority. AACOG shall promptly notify LOCAL GOVERNMENT of any administrative findings or disallowance requiring a disallowance, refund, or denial of payment of funds. The parties agree they shall fully cooperate with each other to respond to or appeal any disallowance, denial of payment, or finding requiring a refund of funds in an effort to preserve AACOG's contractual right to the funds. AACOG shall accept, adhere to and honor all bonding documents and/or terms for projects requiring or subject to payment and performance bonding under the Task Order as required by LOCAL

GOVERNMENT. This provision does not require LOCAL GOVERNMENT to expend any of its own funds not associated with a Task Order.

Nothing herein prohibits the LOCAL GOVERNMENT from enforcing the Texas Prompt Payment Act (Tex. Gov't Code Chapter 2251) with its contractors. In the event of an issue of payment with a contractor and LOCAL GOVERNMENT for a Task Order, and AACOG it agrees it will also work with LOCAL GOVERNMENT prior to requesting disallowance, denial of payment, or refund based on such issues with contractors.

2.02.10 Nothing herein prohibits the LOCAL GOVERNMENT from proceeding with terminating a contractor and engaging a new one to ensure the Task Order is completed.

III. GOVERNMENTAL FUNCTIONS: LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES

3.01 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

3.01.1 The services provided for herein are governmental functions, and the LOCAL GOVERNMENT and AACOG shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

3.01.2 The relationship of AACOG and the LOCAL GOVERNMENT shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors as noted in Section VII below.

3.02 The LOCAL GOVERNMENT shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of AACOG in connection with the Agreement, and AACOG covenants and agrees, to the extent permitted by law, that AACOG shall be solely responsible, as between AACOG and the LOCAL GOVERNMENT, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by AACOG or its respective employees, agents, representatives, or assigns, in connection therewith.

3.03 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the LOCAL GOVERNMENT nor AACOG shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

3.04 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its board members, trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

IV. COSTS AND FEES

- 3.01 As profit is not the goal of supplying goods and services to JBSA, AACOG and LOCAL GOVERNMENT agree that they will recover their expenses and contingencies by adding an administrative fee based on a percentage of the quote for the particular Task Order. The parties envision that the administrative fee will be ten percent (10%) which will be added to any quote for a Task Order. The administrative fee may be more or less depending on the requirements of the Task Order. AACOG and LOCAL GOVERNMENT will divide the administrative fee between them in amounts to be determined for each Task Order.

V. FORCE MAJEURE

- 5.01 Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, unforeseen environmental conditions, or interruption of utilities from external causes.

VI. INSURANCE

- 6.01 LOCAL GOVERNMENT shall ensure that it and/or all subcontractors to a Task Order have the appropriate insurance for worker's compensation, general liability, automobile liability, subcontractor and qualifying insurance as attached in Exhibit B.

VII. INDEPENDENT CONTRACTOR

- 7.01 LOCAL GOVERNMENT or LOCAL GOVERNMENT's employees, representatives, agents and any subcontractors shall serve as an independent contractor in performing the services under this Agreement and shall not be employees of AACOG.

VIII. TERM, TERMINATION & NOTICES

- 8.01 This Agreement shall be for an initial term of one (1) year, with automatic renewals annually thereafter. Either Party to this Agreement shall have the right to terminate this Agreement for convenience or for any reason, with or without cause, upon thirty (30) days' notice to the other party, provided that any Task Orders in process shall be completed according to their terms or otherwise terminated according to the terms of the particular Task Order.

All correspondence and communications concerning this Agreement shall be directed to:

SCHERTZ: City of SCHERTZ
 1400 Schertz Parkway, Bldg 2
 Schertz, Texas 78154
 Attention: City Secretary

With a copy to: Denton, Navarro, Rocha, Bernal & Zech, P.C.
 2517 N. Main Avenue
 San Antonio, Texas 78212
 Attention: Clarissa M. Rodriguez

AACOG: Alamo Area Council of Governments
8700 Tesoro Dr., #160
San Antonio, Texas 78212
Attn: Diane Rath, Executive Director

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

IX. DISPUTE RESOLUTION

- 9.01 The parties agree to follow the applicable dispute resolution procedures established in the Federal Acquisition Regulation as per Paragraph 6 of the IGSA. See Exhibit A, IGSA at number 6.

X. ENTIRE AGREEMENT

- 10.01 This Agreement supersedes any and all other agreements, either oral or in writing.

XI. TEXAS LAW TO APPLY

- 11.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the parties, will be governed by the laws of the State of Texas and venue shall be in Bexar County, Texas.

XII. SEVERABILITY

- 12.01 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained the Agreement.

XIII. AMENDMENT

- 13.01 In order to be binding, any amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.

EXECUTED IN DUPLICATE ORIGINALS, this 9th day of June, 2020.

SCHERTZ, TEXAS

BY: Mark Browne
MARK BROWNE,
CITY MANAGER
CITY OF SCHERTZ

BY: Diane Rath
DIANE RATH,
EXECUTIVE DIRECTOR
ALAMO AREA COUNCIL OF GOVERNMENTS

EXHIBIT B
Insurance for Each Task Order

Before commencing work under this Agreement, Contractor or Subcontractor shall obtain and furnish to the Local Government evidence of the following insurance during the term of the Agreement for each Task Order and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the Local Government certificates of insurance.

Workers Compensation Insurance: The Professional 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 Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional 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 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 Professional 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: Professional 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 Professional or its employees.

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

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.

INTERLOCAL AGREEMENT BETWEEN
SCHERTZ, TEXAS AND
THE ALAMO AREA COUNCIL OF GOVERNMENTS RELATED TO THE
PROVISION OF GOODS AND SERVICES TO JOINT BASE SAN ANTONIO

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3.02 The LOCAL GOVERNMENT shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of AACOG in connection with the Agreement, and AACOG covenants and agrees, to the extent permitted by law, that AACOG shall be solely responsible, as between AACOG and the LOCAL GOVERNMENT, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by AACOG or its respective employees, agents, representatives, or assigns, in connection therewith.

3.03 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the LOCAL GOVERNMENT nor AACOG shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

3.04 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its board members, trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

IV. COSTS AND FEES

- 3.01 As profit is not the goal of supplying goods and services to JBSA, AACOG and LOCAL GOVERNMENT agree that they will recover their expenses and contingencies by adding an administrative fee based on a percentage of the quote for the particular Task Order. The parties envision that the administrative fee will be ten percent (10%) which will be added to any quote for a Task Order. The administrative fee may be more or less depending on the requirements of the Task Order. AACOG and LOCAL GOVERNMENT will divide the administrative fee between them in amounts to be determined for each Task Order.

V. FORCE MAJEURE

- 5.01 Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, unforeseen environmental conditions, or interruption of utilities from external causes.

VI. INSURANCE

- 6.01 LOCAL GOVERNMENT shall ensure that it and/or all subcontractors to a Task Order have the appropriate insurance for worker's compensation, general liability, automobile liability, subcontractor and qualifying insurance as attached in Exhibit B.

VII. INDEPENDENT CONTRACTOR

- 7.01 LOCAL GOVERNMENT or LOCAL GOVERNMENT's employees, representatives, agents and any subcontractors shall serve as an independent contractor in performing the services under this Agreement and shall not be employees of AACOG.

VIII. TERM, TERMINATION & NOTICES

- 8.01 This Agreement shall be for an initial term of one (1) year, with automatic renewals annually thereafter. Either Party to this Agreement shall have the right to terminate this Agreement for convenience or for any reason, with or without cause, upon thirty (30) days' notice to the other party, provided that any Task Orders in process shall be completed according to their terms or otherwise terminated according to the terms of the particular Task Order.

All correspondence and communications concerning this Agreement shall be directed to:

SCHERTZ: City of SCHERTZ
 1400 Schertz Parkway, Bldg 2
 Schertz, Texas 78154
 Attention: City Secretary

With a copy to: Denton, Navarro, Rocha, Bernal & Zech, P.C.
 2517 N. Main Avenue
 San Antonio, Texas 78212
 Attention: Clarissa M. Rodriguez

AACOG:

Alamo Area Council of Governments
8700 Tesoro Dr., #160
San Antonio, Texas 78212
Attn: Diane Rath, Executive Director

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

IX. DISPUTE RESOLUTION

- 9.01 The parties agree to follow the applicable dispute resolution procedures established in the Federal Acquisition Regulation as per Paragraph 6 of the IGSA. See Exhibit A, IGSA at number 6.

X. ENTIRE AGREEMENT

- 10.01 This Agreement supersedes any and all other agreements, either oral or in writing.

XI. TEXAS LAW TO APPLY

- 11.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the parties, will be governed by the laws of the State of Texas and venue shall be in Bexar County, Texas.

XII. SEVERABILITY

- 12.01 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained the Agreement.

XIII. AMENDMENT

- 13.01 In order to be binding, any amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.

EXECUTED IN DUPLICATE ORIGINALS, this _____ day of _____, 2020.

SCHERTZ, TEXAS

BY: Mark Browne
MARK BROWNE,
CITY MANAGER
CITY OF SCHERTZ

BY: _____
DIANE RATH,
EXECUTIVE DIRECTOR
ALAMO AREA COUNCIL OF GOVERNMENTS

EXHIBIT B
Insurance for Each Task Order

Before commencing work under this Agreement, Contractor or Subcontractor shall obtain and furnish to the Local Government evidence of the following insurance during the term of the Agreement for each Task Order and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the Local Government certificates of insurance.

Workers Compensation Insurance: The Professional 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 Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional 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 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 Professional 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: Professional 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 Professional or its employees.

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

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.

RESOLUTION NO. 20-R-64

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND THE ALAMO AREA COUNCIL OF GOVERNMENTS ("AACOG") RELATED TO THE PROVISION OF GOODS AND SERVICES TO JOINT BASE SAN ANTONIO ("JBSA") AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an Interlocal Agreement with AACOG related to the provision of goods and services to JBSA; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Interlocal Agreement with AACOG related to the provision of goods and services to JBSA attached hereto as Exhibit A (the "Agreement").

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 Agreement with AACOG.

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 9th day of June, 2020.

CITY OF SCHERTZ, TEXAS



Ralph Gutierrez, Mayor

ATTEST:



Brenda Dennis, City Secretary

EXHIBIT A
INTERLOCAL AGREEMENT

ITEM	DESCRIPTION	QTY	Unit	Unit Price	Recovery Fee	Extended Amount
0001	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2021 - 09/26/2022.	12	Months	\$ _____	\$ _____	\$ _____
0002	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2022 - 09/26/2023.	12	Months	\$ _____	\$ _____	\$ _____
0003	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2023 - 09/26/2024.	12	Months	\$ _____	\$ _____	\$ _____
0004	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2024 - 09/26/2025.	12	Months	\$ _____	\$ _____	\$ _____
0005	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2025 - 09/26/2026.	12	Months	\$ _____	\$ _____	\$ _____
				TOTAL PRICE	\$ _____	



July 21, 2021

FROM: Alamo Area Council of Governments (AACOG)
2700 NE Loop 410, Suite 10
San Antonio, Texas 78217

TO: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

SUBJECT: Notice to Proceed (NTP) for Contract FA301621P0152, Randolph Emergency Medical Services

1. You are hereby notified to proceed with the attached subject contract in accordance with the terms and conditions of this contract, which are incorporated by reference herein, save and except the payment to City of Schertz shall be the "Unit Price" as stated in the attached Price Schedule and the payment to AACOG for indirect expense recovery shall be the "Recovery Fee" as stated in said Price Schedule. The performance of the contract is also subject to the terms and conditions of the Interlocal Agreement between the parties hereto dated June 9, 2020, which is hereby incorporated by reference herein. This Notice is for commencement of all activities necessary to carry out work prescribed in subject contract with a Period of Performance beginning on September 27, 2021 through September 26, 2022 and option periods as may be exercised by Joint Base San Antonio.
2. Your signature below acknowledges receipt and acceptance of the obligation to perform the contract according to its terms and the terms of the Interlocal Agreement. If you agree to said terms, please promptly execute this Notice to Proceed and return to the undersigned by email.
3. Questions can be directed to David Ogura, Contracts and Procurement Manager, at dogura@aacog.com.

Diane Rath
Executive Director
Alamo Area Council of Governments

RECEIPT AND ACCEPTANCE OF NOTICE TO PROCEED

On this ____ day of July, 2021, for good and valuable consideration, the undersigned hereby acknowledges receipt of the Notice to Proceed for Contract FA301621P0152, Randolph Emergency Medical Services, and accepts, agrees, and binds itself to perform the subject contract according to its terms and the terms of the Interlocal Agreement between the parties.

CITY OF SCHERTZ, TEXAS

By: _____
Mark Browne
City Manager
Schertz, Texas

RESOLUTION NO. 21-R-77

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK ORDER AGREEMENT WITH AACOG FOR EMERGENCY MEDICAL SERVICES ON JOINT BASE SAN ANTONIO - RANDOLPH AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz and AACOG have an ILA for the provisions of goods and services to JBSA-Randolph; and

WHEREAS, these services can be awarded through a Task Order; and

WHEREAS, Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with AACOG for Emergency Medical Services on Joint Base San Antonio - Randolph pursuant to the Task Order attached hereto as Exhibit A (the "Task Order").

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 enter into a task order agreement with AACOG substantially in the form set forth on Exhibit A.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City

Secretary

(CITY

SEAL)

Solicitation/Contract Form

Supplies or Services and Prices/Cost

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0101	<p>Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2021 - 09 /26/2022.</p> <p>Purchase Requisition Number: F2MTWL1193AW01 Product Service Code: Q999 Firm Fixed Price CIN: 00000000000006771516 ACRN: AA</p>	12	Months	USD 55,624.33	<p>Firm Price USD 667,491.96</p> <p>Funded Amount USD 667,491.96</p>
Option Line Item 0201	<p>Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2022 - 09 /26/2023.</p> <p>Purchase Requisition Number: F2MTWL1193AW01 Product Service Code: Q999 Firm Fixed Price</p>	12	Months	USD 57,293.06	<p>Firm Price USD 687,516.72</p>
Option Line Item 0301	<p>Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2023 - 09 /26/2024.</p> <p>Purchase Requisition Number: F2MTWL1193AW01 Product Service Code: Q999 Firm Fixed Price</p>	12	Months	USD 59,011.85	<p>Firm Price USD 708,142.20</p>
Option Line Item 0401	<p>Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2024 - 09 /26/2025.</p> <p>Purchase Requisition Number: F2MTWL1193AW01 Product Service Code: Q999 Firm Fixed Price</p>	12	Months	USD 60,782.21	<p>Firm Price USD 729,386.52</p>

Option Line Item 0501	Emergency Medical Services (EMS) ground transport services 24/7 for patients requiring emergency transportation from Randolph in accordance with the Performance Work Statement (PWS). Period of performance is 09/27/2025 - 09 /26/2026. Purchase Requisition Number: F2MTWL1193AW01 Product Service Code: Q999 Firm Fixed Price	12	Months	USD 62,605.68	Firm Price USD 751,268.16
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Description/Specifications/Statement of Work

Contractor shall comply with the terms and conditions of this order, to include the Performance Work Statement and the attached IGSA.

Requirements

Randolph Emergency Medical Services (EMS) Ambulance Ground Transport Services.

Packaging and Marking

Inspection and Acceptance

0101

Inspection and Acceptance Location
Both
Destination
Instructions: Contact POC to schedule delivery

DoDAAC: F2MTWL
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

F2MTWL 559 MDG CCR
AF NO MILBILLS PROC CP 2102928329
1100 WILFORD HALL LOOP BLDG 4554
JBSA LACKLAND, TX 78236 5638
UNITED STATES

OfficeCode:
Arthur Gonzales
Email: arthur.g.gonzales.civ@mail.mil
Telephone: 210-652-6553

Option Line Item 0201

Inspection and Acceptance Location
Both
Destination
Instructions: Contact POC to schedule delivery

DoDAAC: F2MTWL
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

F2MTWL 559 MDG CCR
AF NO MILBILLS PROC CP 2102928329
1100 WILFORD HALL LOOP BLDG 4554
JBSA LACKLAND, TX 78236 5638
UNITED STATES

OfficeCode:
Arthur Gonzales
Email: arthur.g.gonzales.civ@mail.mil
Telephone: 210-652-6553

Option Line Item 0301

Inspection and Acceptance Location
Both
Destination
Instructions: Contact POC to schedule delivery

DoDAAC: F2MTWL
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

F2MTWL 559 MDG CCR

AF NO MILBILLS PROC CP 2102928329
1100 WILFORD HALL LOOP BLDG 4554
JBSA LACKLAND, TX 78236 5638
UNITED STATES

OfficeCode:
Arthur Gonzales
Email: arthur.g.gonzales.civ@mail.mil
Telephone: 210-652-6553

Option Line Item 0401

Inspection and Acceptance Location
Both
Destination
Instructions: Contact POC to schedule delivery

DoDAAC: F2MTWL
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

F2MTWL 559 MDG CCR
AF NO MILBILLS PROC CP 2102928329
1100 WILFORD HALL LOOP BLDG 4554
JBSA LACKLAND, TX 78236 5638
UNITED STATES

OfficeCode:
Arthur Gonzales
Email: arthur.g.gonzales.civ@mail.mil
Telephone: 210-652-6553

Option Line Item 0501

Inspection and Acceptance Location
Both
Destination
Instructions: Contact POC to schedule delivery

DoDAAC: F2MTWL
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

F2MTWL 559 MDG CCR
AF NO MILBILLS PROC CP 2102928329
1100 WILFORD HALL LOOP BLDG 4554
JBSA LACKLAND, TX 78236 5638
UNITED STATES

OfficeCode:
Arthur Gonzales
Email: arthur.g.gonzales.civ@mail.mil
Telephone: 210-652-6553

Deliveries or Performance

Contractor
Destination

0101

Delivery Schedule

Period of Performance
From
27 SEP 2021
To
26 SEP 2022

Option Line
Item 0201

Delivery Schedule

Period of Performance
From
27 SEP 2022
To
26 SEP 2023

Option Line
Item 0301

Delivery Schedule

Period of Performance
From
27 SEP 2023
To
26 SEP 2024

Option Line
Item 0401

Delivery Schedule

Period of Performance
From
27 SEP 2024
To
26 SEP 2025

Option Line
Item 0501

Delivery Schedule

Period of Performance
From
27 SEP 2025

To
26 SEP 2026

Contract Administration Data

ACRN	Line of Accounting
AA	9710130.9431 HA1 D1LK 3G5891 01 57424 87700F 387700 F87700
Amount	USD 667,491.96

ACRN	CLIN/SLIN	CIN	Amount
AA	0101	00000000000006771516	USD 667,491.96

Special Contract Requirements

Contract Clauses

Terms of Order

The term of this Order shall be five one-year ordering periods. The term of the first ordering period shall be for one year beginning 27 Sep 2021 and ending 26 Sep 2022. The United States shall only be obligated for only one year of performance under the Order, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Contracting Officer of an intent to award the ordering period for an additional year of performance. The Contracting Officer shall provide notice of the renewal of the ordering period at least 10 calendar days prior to the expiration of then current performance period. The Contracting Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the ordering period can be unilaterally terminated by the Contracting Officer without further liability to the United States.

Payment

The United States shall pay AACOG for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Order. AACOG shall not include any State or Local taxes in the prices it charges the United States unless approved by the Contracting Officer in advance. AACOG shall electronically submit invoices or payment requests to the Government's Coordination Representative (CR) and the Contracting Officer. The Contracting Officer will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Order.

DFARS Clause 252.232-7006 Wide Area Workflow Payment (DEC 2018)

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type:
Invoice 2in1

(2) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table* Field Name in WAWF	Data to be entered in WAWF
--	----------------------------

Pay Official DoDAAC	F87700
Issue By DoDAAC	FA3016
Admin DoDAAC	FA3016
Inspect By DoDAAC	F2MTWL
Service Approver (DoDAAC)	F2MTWL
Service Acceptor (DoDAAC)	F2MTWL

(End of clause)

****WAWF email notifications.** The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer: rachel.demone@us.af.mil
Government POC: arthur.g.gonzales.civ@mail.mil

Open Communications

The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the Order in a timely and professional manner. AACOG shall maintain a quality control plan IAW the performance work statement to ensure all work is completed within the specified timelines and quality standards specified in the Order. Approximately 45 days before performance begins for the 1st ordering period, an initial joint meeting of the Parties will be conducted to discuss the terms of the Order.

A multifunctional team should meet annually to discuss the Order and consider any changes to the Order. Any party can propose changes at any time. All changes must be reduced to writing and incorporated by modification to Order by the Contracting Officer in order to be effective.

Applicable Law

The Order is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

Government and Contractor Points of Contact

CR or his designated representative:

Arthur G. Gonzales
559 MDS
210-652-6553
arthur.g.gonzales.civ@mail.mil

Contractor info:

Clifford Herberg
Alamo Area Council of Governments (AACOG)
Address: 2700 NE Loop 410, Suite 101
San Antonio, TX 78217
Telephone: 210-362-5295
Cell: 210-232-2368
Email: CHerberg@aacog.com

Contracting Officer

Rachel E. Demone
502d Contracting Squadron (502 CONS/JBKCA)
Address: 395 B. Street West, Suite 2, Bldg 224
JBSA Randolph, TX 78150-4525
Telephone: 210-652-5462
Email: rachel.demone@us.af.mil

Unless otherwise specified, all notices under this Order shall be provided to the POCs specified above.

Continuity of Service

AACOG recognizes that the services under this Order are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Order for any reason, AACOG agrees to furnish phase-in training to any successor contractor and

exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

Wages and Labor Law Provision

AACOG shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by AACOG. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The AACOG shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If AACOG has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the AACOG shall immediately notify the CR and the Contracting Officer. AACOG shall provide timely updates until the dispute is resolved.

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	URL	Line Item
01	EMS PWS 1 June 2021	Performance Work Statement		25 JUN 2021		
02	JBSA and AACOG Agreement - Finalized IGSA 20190920	JBSA and AACOG IGSA 20190920		19 JUL 2021		

PERFORMANCE WORK STATEMENT (PWS)
AMBULATORY SERVICES
JBSA – RANDOLPH,
TEXAS
25 June 2021

1. DESCRIPTION OF SERVICES / GENERAL INFORMATION. The contractor shall provide full Emergency Medical Services (EMS) ground transport services, to include Advanced Life Support (ALS), 24/7 for patients requiring emergency transportation from Randolph to higher levels of care in the surrounding geographical areas. Types of vehicles used for transport will include, but are not be limited to Ambulance transportation services to other hospitals or treatment facilities shall be utilized only when deemed necessary.

JBSA-R (Joint Base San Antonio-Randolph) services many beneficiaries who transit on and off the base regularly. Response time for all emergent requests for service on JBSA-R, to include ALS shall be within twelve (12) minutes (7 minutes for first response and 12 minutes for transport unit, IAW DoDI 6055.06, Table E3.T1).

In order to reduce risk to our populace, JBSA-R requires 24 hr./7 days/wk. ALS EMS response within 12 minutes for at least 90% of all 911 calls monthly. These EMS services require at least 1x EMT and 1x Paramedic to transport patients for an estimated 300 events per year. These services must be able to triage, treat and transport. These services must be coordinated with JBSA-R Fire Department and other on-base emergency response systems, communications, and security systems. The requested EMS services must be able to response to 2x simultaneous calls. The requested EMS services must also be able to participate in JBSA-R military exercises.

JBSA-R will be able to provide space for one ambulance at the fire station and one crew, two members within the JBSA-R Fire Station if necessary as part of consideration. JBSA-R will be able to provide two mobile radios if necessary as part of consideration.

1.1. DESCRIPTION OF SERVICES. The contractor shall provide full emergency patient response services at Joint Base San Antonio, Randolph (JBSA-R). The contractor shall participate in JBSA-R base exercises. Emergent dispatch calls take precedence over base exercises. The contractor shall furnish all labor, management, supervision, vehicles, supplies, equipment, and transportation except as provided in Section 3, Incidental Furnished Property and Services. The contractor shall, at a minimum, transport patients based on injury or illness according to STRAC (Southwest Texas Regional Advisory

Council) guidelines. Performance shall comply with the requirements contained in this Performance Work Statement (PWS) and professional standards of the Department of Transportation and the National Registry of Emergency Medical Technicians (NREMT).

1.2. EMERGENCY MEDICAL RESPONSE AND PATIENT TRANSPORT

The contractor shall provide ambulance and EMT/paramedic resources, and respond to emergencies as requested by the JBSA-Randolph Emergency Communications Center (ECC) in an appropriate medical response vehicle with transport capability. Patients shall typically be transferred to the nearest appropriate medical facility.

1.2.1. Coverage: JBSA-R ambulance coverage includes services 24 hours per day 365 days per year including all holidays. This contract is the sole avenue for JBSA-R emergency patient transport. The contractor shall establish and maintain a system to ensure that backup ambulance and related emergency support is provided in the event of simultaneous responses, equipment failures, or other unforeseen circumstances. Services must always be available with surge capabilities.

1.2.1.1. Annual Service Estimates:

These EMS services require transport of patients for an estimated 300 runs per year. The EMS contractor shall be able to respond up to two (2) simultaneous calls.

1.2.1.2. Additional Support: In the event that the Government has a requirement for EMS services that exceed those stated in 1.2.1.1, the Contractor shall be responsible for providing additional support that conforms to the requirements of this PWS. The Government estimates that additional support could be up to 10% to than the estimates for para 1.2.1.1. The Government will determine when additional support is required and will indicate during dispatch. In no event shall the Contractor be allowed to bill for services that are in excess of the Government requested services.

1.2.1.3. Notification:. For transfers from Randolph Clinic, the contractor will provide written or electronic Memorandum of Transport, to be filed in the patient record. Electronic documentation may be sent to arthur.g.gonzales.civ@mail.mil.

1.2.1.3.1. Emergency Medical Services (EMS) will be via the dispatchers assigned to the JBSA Randolph Emergency Communications Center.

1.2.2. Response Time: Response time is defined as the time between the receipt of call and the time of arrival at the emergency location identified. Response time for all emergent requests for service on JBSA-R, to include ALS shall be within twelve (12) minutes (7 minutes for first response and 12 minutes for transport unit, IAW DoDI 6055.06, Table E3.T1). This requirement does not apply to non-emergent or transfer calls.

1.2.3. Patient Treatment and Care: Providing medical care and treatment appropriate to patient's

condition. The contractor shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. The contractor will be notified if an EMT

or EMT-P is the subject of complaints validated by the Contracting Officers Representative (COR) and submitted to the Chief of the Medical Staff.

1.2.4. Flightline Care: The contractor shall provide in-field care and emergency medical flight line care with capability to address decompression sickness and injuries related to in-flight emergencies, to include ALS, in accordance with protocols developed by the contractor's physician advisor.

1.2.5. Coordination: The contractor will coordinate patient transport with local civilian and military hospitals when transporting patients from JBSA-R to local hospitals.

1.2.6. Unavailability of Emergency Transport: If unable to meet response time as defined in paragraph 1.2.2., the contractor shall immediately, but not later than three (3) minutes of dispatch notification, contact the 559th Medical Squadron Dispatcher at Primary: (210) 292-1800 Alternate: (210) 292-7654. The government reserves the right to procure such services from another source pending full restoration of full paramedic emergency patient transport services by the contractor. The government shall only be subject to billing for a particular service at the contract price. Any late response or failure to respond will require a review by the Government to assess the contractor's ability to provide services.

1.2.7. Payment for Services: These services will be paid for by the government, the contractor shall not bill TRICARE Prime patients, under age 65. The responsibility for insurance billing (ex. Tricare or other commercial plan) and collection is the ultimate responsibility of 59th Medical Wing. The contractor shall ensure complete patient identifying information and patient's signature is on all third party billing information. The price on this contract shall cover the cost of all services required under this contract to include but not limited to standby ambulance services.

1.2.7.1. Invoicing, Billing, and Receiving: The contractor will provide to the COR the following documents for all transports on the 5th business day of each month (for the previous month):

a. Monthly Run Report: Contractor shall submit a report, on a monthly basis, that contains the following information: Date of service, and run number, time spent on the transport (time each call was received, dispatched, enroute, at scene, arrival, time patient was accepted at receiving facility), mileage in conjunction with transport and total of ambulance utilization hours. Monthly Run reports are due on the 5th business day of each month (for the previous month).

b. Services will be billed on a monthly basis at a flat-rate. These services will include response, standby, ALS. These EMS services require transport of patients for an estimated 160 to 300 runs per year.

c. DD Form 2569 patient demographics (full name, date of birth, age and gender), complete address and phone number, third party insurance and policy number, Services Provided, Patient's complete address and phone number, Third Party Insurance to include insurance company name, policy and group number. DD Form 2569 is due on the 5th business day of each month (for the previous month).

d. Memorandum of Transport (Government authorization to transport) for all transports. A Memorandum of Transfer (MOT) will not be required for emergency 911 calls.

e. Contractor shall submit invoices through the Wide Area Work Flow (WAWF) system on monthly for all services performed the previous month by the 10th day of every month. Contractor shall NOT bill to third party insurance.

1.2.8. MTF Exercises and Specialized Training: The contractor shall be responsible for participating in 559th Medical squadron, and Medical Treatment Facility (MTF) training, exercises to include the following:

- a. Participating in advance and post exercise meetings.
- b. Responding with EMTs to exercise sites and performing simulated duties.
- c. Coordinating all activities during exercises with the Randolph Emergency Control Center.
- d. Providing a written plan to the MTF for contractor's response to a mass casualty event.

1.3. QUALITY CONTROL. The contractor shall be responsible for quality control for all work accomplished during the performance of the task. The contractor shall provide and maintain a Quality Control Plan (QCP) which ensures the requirements in this PWS are met. The QCP will be considered acceptable and approved unless the contractor is notified by the Contracting Officer (CO) prior to award. The QCP shall be included in the technical proposal for evaluation and acceptance. As a minimum, the contractor shall develop quality control procedures that address the areas identified in section 2, Service Delivery Summary.

1.3.1.1 Performance Evaluation Meetings: The CO may require the contractor or representative to meet with the CO, contract administrator, COR and other government personnel as often as deemed necessary. The contractor may request a meeting with the CO when necessary. Meetings will be documented in the contract file with written minutes signed by the contractor POC and CO or contract administrator. Should the contractor not concur with the minutes, such non-concurrence shall be provided in writing to the CO within 10 work days of receipt of the minutes.

1.3.2. HOURS OF OPERATION. Contractor shall adhere to 24-hour Paramedic and emergency ambulance service vehicle and crew for patient transport at JB-SA-R TX and schedule personnel to the 24-hours service.

1.3.3. HOLIDAYS OBSERVED. The Contractor shall be required to provide services on the following observed holidays:

New Year's Day (Observed 1 January)
Martin Luther King Jr's Birthday (Observed the third Monday in January)
Presidents – Day (Observed the third Monday in February)
Memorial Day (Observed the last Monday in May)
Independence Day (Observed 4 July)
Labor Day (Observed the first Monday in September)
Columbus Day (Observed the second Monday in October)
Veterans Day (Observed 11 November)
Thanksgiving Day (Observed the fourth Thursday in November)
Christmas Day (Observed 25 December)

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

1.3.4. SECURITY REQUIREMENTS. The Contractor shall ensure personnel, information, system, facility, and international security requirements are met in accordance with DoD 5220.22-M, *National Industrial Security Program Operating Manual (NISPOM)*, and AFI 31-101, *Integrated Defense*. The contractor shall ensure all contract personnel and contractor representatives entering JB-SA-R and any other military facilities abide by all security regulations and/or directives to include being subject to security checks. Any violation of installation regulations, or of state or federal statutes may result in the termination of the privilege to enter one or more military installations.

1.3.4.1. Background Investigation: DBIDS and Local Check only


1.3.4.1.1 All EMTs performing under this contract will have a State of TEXAS background check, which includes a Criminal Record Check. No individuals will be assigned to the JB-SA-R site until their background check is verified as not having felony convictions. Documentation of Licensing requirements and training will be maintained by the contractor and available for inspection by the COR at any given time.

1.3.4.2. Access to Government Facilities: During performance of the contract, the contractor shall be responsible for providing information necessary for base passes for newly assigned contract personnel and for the prompt return of base passes for any contract personnel who no longer require access to JB-SA-R. Upon completion or termination of the contract or expiration of the base passes, the prime contractor shall ensure all base passes issued to employees and subcontractor employees are returned to the issuing office. In the event of a lost or stolen base pass, the contractor shall ensure that the COR is notified the same day the employee reports the loss.

1.3.4.3. Contractor Identification Badges:

The contractor shall complete all necessary documents for all contractor personnel requiring access to JBSA-R. The contractor will ensure that each employee contacts Trusted Agent/COR for the 559th Medical Squadron to obtain one year base access through Defense Biometric Identification System (DBIDS). Additional instructions for applications will be sent to the e-mail address provided for the application. Prior to application approval, each individual will submit AF Form 2583 and receive a local background check.

1.3.4.4. Access to Government Systems: The Government will not allow contract personnel access to the medical network systems to perform tasks under contract. All patient information will be done on paper and turned into the MTF.

1.3.4.5. Classification: Work under this contract is UNCLASSIFIED. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The contractor shall not disclose and must safeguard computer systems and data, Privacy Act data, and Government personnel work products obtained or generated in the performance of this contract. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The contractor must safeguard and not disclose sensitive information, information protected by the Privacy Act and Health Information Portability and Accountability Act (HIPAA). The contractor shall comply with DoD Manual 5400.7, DoD Freedom of Information Act Program. The Freedom of Information Act (FOIA) sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting and safeguarding  Official Use Only (FOUO) materials.

Contract personnel shall not disclose or cause to disseminate any information concerning operations of military activities. Such action(s) could result in violation of the contract and possible legal actions. All inquiries, comments or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the contracting officer representative (COR) and the contracting officer (CO). The contractor shall only conduct business with designated CORs listed as points of contact. US Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports remain the property of the U.S Government. The contractor shall ensure compliance with OPSEC requirements including procedures to protect classified and/or sensitive, but unclassified, Government projects and/or programs. The contractor shall ensure contract personnel who perform work at JBSA-R or another Government installation comply with the OPSEC procedures of the installation.

1.3.4.6. Security Incident or Violation: The contractor shall immediately notify the Government Security Office of any potential or actual security incident(s) or violation(s) including potential or actual unauthorized disclosure(s) or compromise of classified and/or sensitive, but unclassified, information.

1.3.4.7. Building/Facility Access Control: The contractor shall establish and implement methods of making sure all access provided by the government to the contractor are not lost or misplaced and are not used by unauthorized persons. The contractor shall include procedures for immediate reporting to the COR or CO any occurrences of lost, unauthorized uses (i.e., Entering unauthorized areas of the facility), or unauthorized duplication of keys, badges or lock combinations.

1.3.4.8. Physical Security: The contractor shall comply with Force Protection Condition (FPCON) procedures, Random Antiterrorism Measures (RAMS) and local search/identification requirements.

1.3.4.9. Safeguard Government Property: The contractor shall safeguard all government property, including controlled forms, provided for contractor use. At the close of each work period, government training equipment, ground aerospace vehicles, facilities, support equipment, and other valuable materials shall be secured.

1.3.4.10. Weapons, Firearms, and Ammunition: Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor-owned vehicle or privately owned vehicle while on JBSA Installations.

1.3.4.11. Key Control and Lock Combinations: The contractor shall abide by all current JBSA-R key control and lock combination procedures. The contractor shall safeguard all keys issued by the government and ensure they are used only by authorized contractor personnel. The contractor shall ensure that its employees are not allowed government-issued keys be used by personnel other than those currently authorized. The contractor shall not duplicate keys issued. All references to keys include key cards. Keys issued to the contractor by the Government shall not be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by

personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the CO.

1.3.4.11.1. Lost Keys: The contractor will be charged for lost keys or stolen keys, re-keying of locks. Unauthorized personnel shall not be allowed entry into the locked area. Keys shall not be used to open work areas for personnel other than personnel engaged in performance of their duties, unless authorized by the Government functional area chief. Contractor staff shall use keys issued to them to secure/open areas only as directed by the COR and/or functional area chief.

1.3.4.11.1.2. Lost keys and/or locks shall be reported to the issuing party and COR immediately upon recognition of the loss. The COR shall notify the PMO of the lost key. Reimbursement shall be provided before the Government replaces lost keys or performs re-keying. The Contractor shall establish and implement methods to ensure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons.

1.3.4.11.2. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR and/or area functional chief.

1.3.4.12. Reporting Requirements: The contractor shall comply with AFI 71-101, Volume 1, Criminal Investigations Program. Contractor shall report to Security Forces any information or circumstances which may pose a threat to DoD or Contractor, resources, or DoD information.

1.3.4.13. Removal of Contractor: The Government, through the CO, reserves the right to require immediate removal from contract performance on the installation or any Government facility, any individual whose actions raise reasonable suspicion that patient care or services may be compromised in any way, or that pose a threat of harm to other contractor/Government personnel or self. Removal under other circumstances will be subsequent to, and at the direction of the CO only.

1.3.4.13.1. The CO will notify the Contractor if and when permanent removal is required. In the event of a disagreement between the Government and the Contractor, the decision of the CO will be final. During the period of time between the removal and the final decision of the CO, the Contractor agrees to provide backup/replacement Contractor in accordance with the terms of this contract.

1.3.4.14. Drug/Alcohol Testing: The Contractor may be required to submit to drug/alcohol testing. The Government may require temporary or permanent removal from contract performance any individual who refuses or fails testing.

1.3.4.15. Installation Access: Criminal History Check will be conducted on all prime/subcontractor employees requiring base access. The contractor shall provide the Contracting Officer and the Information Protection Office a current list of employees needing access within 10 working days after receiving award or Notice of Award. The list shall include

employee's name, date of birth, social security number, state driver's license/state ID number and state of issue. Notifications of contractor employee additions and deletions shall be provided with the same information listed above and within 3 working days. Within 10 business days after receipt of the list the Government will notify the Contractor that installation access passes are available for those employees. The duration of any pass issued will not exceed one year or the duration of the contract, whichever is shorter. This process will be repeated at the exercise of any option period.

1.3.5. SPECIAL QUALIFICATIONS. The contractor will provide certified and licensed contract personnel. Certifications shall be granted by the Texas Department of Health (TDH), or the National Registry of Emergency Medical Technicians (NREMT). Contractor shall maintain files to assure that all EMTs performing work under this contract have current certifications and/or documents listed in paragraph 1.3.5.1. Upon request the contractor shall allow the government access to review these documents for any EMTs performing under this contract. The contractor shall provide copies of certifications upon request.

1.3.5.1. Certification/Licensure: Contractors shall possess and maintain current Texas Department of Health (TDH) Emergency Medical Service Provider certification and licensure for each level of ambulance service:

- a. Advanced Life Support (ALS). Contractors must be certified and licensed as an Emergency Medical Technician Paramedic (EMT-P).
- b. Contractors serving in the capacity of a paramedic must maintain current American Heart Association Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) certification.
- c. Documentation of training, certification, licensure and CEUs for contractor personnel shall be current and in good standing at all times and available for inspection by the COR at any given time.
- d. Each ambulance crew will consist of two (2) personnel. At least one must be certified and licensed at the EMT-P level.

1.3.5.2. Ambulance Operation Service License: Contractor's Company shall maintain an active service license with Texas Department of State Health Services and abide by all laws, rules and regulations according to Texas Administrative Code 157.11. A copy of the ambulance license and the EMS Vehicle Identification shall be submitted with proposal and provided to the COR prior to operating on JBSA-R.

1.3.5.3. Vehicle Requirements: All vehicles shall be specifically designed for transporting the sick and injured and contain stretchers, linens, first aid supplies, oxygen equipment and such other safety and life-saving equipment as required by state and local law and staffed by personnel trained to provide first aid treatment. Type I and II vehicles size and shape requirements must meet the requirements as stated in the Federal Specification, Ambulance, Emergency Medical Care Vehicle published by the Federal General Services Administration 2007. A vehicle not meeting these specifications may be licensed only if it has been continuously authorized by the TDH under the current ownership. A new vehicle which exceeds the size specification may be licensed if the TDH reviews the manufacturer's specifications and approves the vehicle. Vehicle specifications are as follows, but are not limited to:

- a. Capabilities to accommodate ALS transports.
- b. Interior climate control.
- c. Electrical outlets, connectors for ventilators, monitors, suction, and oxygen.
- d. Lift with capacity of 1000 lbs. (used for lift/transport of Extra Corporeal Membrane Oxygenation [ECMO] equipment and bariatric patient) as required.
- e. Communication features allowing two way communication between EMS personnel and medical crew on board.

1.3.5.4. Flightline Driving Certification: The contractor shall ensure that all employees involved in activities that require certification or licensing shall meet all such requirements for Special Flight Line Driving Certification for all drivers performing services under this contract within fifteen (15) days of the start of contract performance or within fifteen (15) days of new employee performance. All flight line drivers shall receive proper government provided flight line drivers training or be escorted by authorized government personnel. Contractor shall ensure flight line drivers training annual requirements are met. Upon award the Contractor shall contact the COR to schedule this training.

1.3.6. HEALTH, SAFETY AND OCCUPATIONAL PROGRAMS

1.3.6.1. Occupational Health Program: The contractor shall be responsible for ensuring that an Occupational Health Program (OHP) is instituted and maintained on all contract personnel in compliance with all state and federal OSHA laws and regulations. The contractor will identify workplace hazards, monitor exposure to hazards, provide appropriate personal protective equipment (unless otherwise specified), and accomplish the required medical surveillance, treatment, employee notification, education, training and documentation. The contractor may use OSHA or Safety Data Sheets on hazards specific to the contractor work areas, if available (for example, hazardous noise data collection on government personnel working in the same area as

the contractor). The government will not be responsible for gathering data, or monitoring workplace hazards specifically for contractor personnel. Documentation showing compliance with state and federal OSHA laws and regulations will be maintained by the contractor and available for periodic inspection by COR at any given time.

1.3.6.2. Occupational Safety and Health Administration (OSHA): In order to reduce or eliminate the hazards of occupational exposure to bloodborne pathogens, the contractor must implement an exposure control plan for the worksite with details on employee protection measures. The plan must also describe how an employer will use engineering and work practice controls, personal protective clothing and equipment, employee training, medical surveillance, hepatitis B vaccinations, and other provisions as required by OSHA's Bloodborne Pathogens Standard (29 CFR 1910.1030). Engineering controls are the primary means of eliminating or minimizing employee exposure and include the use of safer medical devices, such as needleless devices, shielded needle devices, and plastic capillary tubes. Contractor shall maintain documented proof of immunization or proof of immunity for each contractor personnel and shall ensure that a copy of the Exposure Control Plan is accessible to employees in accordance with 29 CFR 1910.20 (e) and shall be reviewed and updated at least annually and whenever necessary.

1.3.6.3. Contractor Safety Program: The contractor shall establish and maintain an acceptable safety program in accordance with accepted Safety and Health Plan. No more than two Class C mishaps (work related mishap, with direct cost totaling \$50,000 or more but less than \$500,000/permanent change of job/permanent mission degradation of a vehicle) per contract year and Zero Class A or B mishaps (resulting in fatality/permanent disability/destruction of DoD aircraft/Inpatient hospitalization) will be tolerated, IAW AFMAN 91-223, *Aviation Safety Investigations and Reports*

1.3.6.3.1. Safety Mishap/Incident Reporting: The contractor shall report all mishaps/incidents. The contractor shall immediately secure the mishap scene and damaged property and impound pertinent maintenance and training records until released by the Government's Safety Office. Such release shall be accomplished through the COR. The contractor shall cooperate and assist Government personnel in the investigation of the incident and submit an Accident/Incident Report to the COR within 24 hours of the accident/incident. The contractor shall require all subcontractors to comply with required safety, health and fire standards.

1.3.6.4. Sexual Assault: The contractor shall comply with reporting incidents of Sexual Assault and Sexual Harassment under the Sexual Assault Prevention and Response Program, 12 Nov 2013. The SAPR reporting requirements apply only to knowledge obtained by contractor personnel while performing services under this contract. The contractor shall require all Contract Service Providers with knowledge of an incident of sexual assault occurring on a Government facility, to include a Government leased facility, where the contractor is providing services under this contract, to report the incident to the contractor who shall immediately (within 24 hours) report the incident in writing to the government's COR. This reporting policy also applies to sexual assault incidents involving Air Force Medical Service personnel that occur on the contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contractor personnel or Government personnel, or other individuals, when the incidents occur on a Government facility or a Government leased facility.

1.3.6.5. Hazardous Medical Waste: -The contractor shall not introduce materials, or pollutants into the Randolph AFB water or sanitary sewer systems that would otherwise meet the 40 CFR 261 definition of hazardous waste without written approval from Randolph Facilities Management. The contractor will take every reasonable precaution to prevent the spillage of hazardous wastes and pollutants and will promptly report any accidental spills to the Fire Department. The contractor shall have puncture resistant containers on all vehicles for the disposal of sharps and is responsible for arranging the exchange of full for empty containers with a hospital or licensed private entity.

1.3.6.6. Conflict of Interest: The contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest or interfere with the performance of their government position. Additionally, the contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person has received approval according to DODD 5500.7 Standards of Conduct.

1.3.7. RECORDS MANAGEMENT. All documents and records used in administration of the contract provided by the government will remain government property. The COR will provide guidance in the maintenance and disposal of records in accordance with Records Disposition Procedures and Responsibilities.

1.3.8. AIR FORCE ANTITERRORISM (AT) PROGRAM

The AT program seeks to deter or limit the effects of terrorist acts against the AF by giving guidance on collecting and disseminating timely threat information, providing training to all AF members, developing comprehensive plans to deter and counter terrorist incidents, allocating funds and personnel and implementing AT measures. DOD contractors and sub-contractors personnel shall be offered Level 1 – AT Awareness Training. Compliance with the training will be monitored by the contracting officer representatives.

1.3.9. CONTRACTOR FURNISHED ITEMS AND SERVICES

The contractor shall furnish items and services required to perform the services of the contract with the exception of items or services to be furnished by the government stated in Section 2. Items and services include, but are not limited to: qualified personnel (paramedics, EMTs, etc.), drivers, all emergency transport vehicles, medical equipment, stretchers, expendable medical supplies (drugs, IV tubing, bandages, etc.) and gases used in transport, GPS and roadmaps, etc. The contractor shall ensure all equipment and vehicles meet federal, state and local requirements in the provision of emergency patient transport.

1.3.10. CONTRACTOR POINT OF CONTACT

1.3.10.1 Contract Point of Contact (POC): The contractor shall provide a POC who shall be responsible for the performance of the work as specified in the Performance Work Statement. The name of this person and an alternate(s) who shall act for the contractor when the POC is absent shall be designated in writing to the CO and 559th Medical Squadron COR prior to contract start date and prior to each contract renewal period. Meeting Availability: The Contractor Project Manager, or alternate shall be available during normal duty hours to meet on the installation with the COR to discuss issues as they arise. After normal duty hours, the manager, alternate or liaison

shall be available within 1 hour of notification for emergency matters. The contractor shall provide a point of contact that shall be available via telephone, 24 hours per day, 7 days a week.

The POC or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract and be available during normal business hours (0800 - 1700 hours). The contract POC must be available or respond to the COR and CO for any contract issues or questions within 10 minutes between 0800 – 1700 hours, Monday through Friday (excluding Federal Holidays), and within one hour (via pager or cell phone access) during all other hours. The senior vehicle crew member will also be available to the COR and Government POC or CO if questions arise. If questions or direction to the crew are deferred to the POC, the above response time limits apply. The contractor shall be responsible for ensuring contractor employees have appropriate communication equipment to include cellular telephones. The contractor shall inform the COR and CO in writing of the phone numbers for this equipment and notify the government immediately upon any subsequent changes.

1.3.11. CONTRACTOR DELIVERABLES

1.3.12.1.1. Patient information shall be treated as privileged information. Lists and/or names of patients shall not be disclosed to or revealed in any manner for any use outside the MTF without prior written permission by the MTF Commander. All patient information shall be handled in accordance with all applicable HIPPA regulations and guidelines. The EMTs and Paramedics shall only release medical information obtained during the course of this contract to other MTF staff involved in the care and treatment of that individual patient (i.e., do not release to the media or community).

1.3.12.2. Work Roster: Names of contractor authorized personnel shall be provided in writing to the COR within 10 days of award and updated as necessary throughout the contract period. The government reserves the right to request a detailed work roster from the contractor after the 15th day of the month for the following month.

1.3.12.3. Monthly Run Report: The contractor shall prepare and submit not later than the 10th business day of each month a report containing the following information: Date of service, and run number, time spent on the transport (time each call was received, dispatched, enroute, at scene, arrival, time patient was accepted at receiving

2. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

2.1. MAPS: The government will provide the contractor copies of the JBSA-R most recent grid-map.

2.2. EMT Space: The government will furnish the contractor with two individual birthing and sleeping facilities/structures for the use of housing ambulances and ambulance crews. The government will furnish heat, electricity, water, waste water service and trash disposal service to the individual structures. These structures are located in the fire station bldg. 700 adjacent to the airfield.

2.3. Radio: The Government will provide a portable radio(s) for their assigned unit(s) that stays at

our Station 8 here, at Randolph. Government will furnish contractor with a portable and charger for their dispatch center that's signed out on a hand-receipt..

3. APPENDICES.

- A. JBSA-Randolph Map**
- B. JBSA-Randolph Gate Hours**

APPENDIX A

JBSA-Randolph Map

APPENDIX B

JBSA-Randolph Gate Hours



**DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO**



**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
502 CONTRACTING SQUADRON, JOINT BASE SAN ANTONIO
AND
THE ALAMO AREA COUNCIL OF GOVERNMENTS
FOR INSTALLATION SUPPORT GOODS AND SERVICES**

PURPOSE:

The 502d Contracting Squadron (CONS) located at Joint Base San Antonio (JBSA) and the Alamo Area Council of Governments (AACOG) (together CONS and AACOG may be referred to herein as the "Parties") mutually agree upon an Intergovernmental Support Agreement (IGSA) for various goods and services for military installations located at JBSA including JBSA - Lackland, JBSA - Camp Bullis, JBSA Fort Sam Houston, JBSA Randolph, and other JBSA installations. This IGSA provides the authority, background, scope, minimum/maximum order amounts, and terms and conditions to implement this IGSA numbered IGSA 20190920.

AUTHORITY:

Title 10 U.S.C. Section 2679

BACKGROUND:

1. 10 U.S.C. Section 2679 (Attachment 1) authorizes Service Secretaries to enter into IGSA's on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary concerned determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs. The Memorandum dated 24 Aug 2015 (Attachment 4) clarified the ability for the Air Force to use IGSA's. In a 30 January 2018 memorandum (Attachment 3), the Secretary of Air Force for Installations, Environment and Energy (SAF/IEI) further delegated this authority to Installation Commanders or Joint Base Commanders at Air Force led Joint Bases.
2. The notice of intent to enter into an IGSA to provide various goods and services has been submitted by AACOG on 10 May 2019 (Attachment 2).
3. In accordance with the Memorandum dated 30 January 2018 (Attachment 3) an IGSA is limited to having a total 10-Year Life Cycle Cost of less than \$15 Million per installation support services that would otherwise be spent using appropriated or non-appropriated funds.

SCOPE:

The intent of this IGSA is for AACOG to provide various installation support goods and services to Joint Base San Antonio for a 10-year ordering period and up to \$15M. AACOG is a political subdivision of the State of Texas established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

CEILING MONITORING:

1. Ceiling Monitoring: The ceiling will be jointly enforced and tracked by AACOG and 502 CONS. IGSA Ceiling Tracker (Attachment 5) will be jointly used to track monetary ceiling limit. 502 CONS will provide AACOG projected workload estimates for planning and budgetary purposes.
2. Contract Type: All orders will be issued as a firm fixed price contract.

TERMS AND CONDITIONS:

1. Contract entered into pursuant to this IGSA will reflect the terms and conditions of a commercial contract subject to the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. It is the goal of this IGSA to streamline and make more efficient and cost saving the procurement process. In an effort to lessen the administrative cost burden of performing the contract, JBSA waives the reporting requirements of the herein referenced FARs. In addition, construction terms and conditions will be required to be consistent with those listed in FAR part 36, Construction. The project execution will be a commercial order on the Standard Form 1449. The term contractor is defined as the entity performing the work under each individual order. The following commercial provisions and clauses and construction requirements apply to all executed orders:
 - a. 52.212-1, Instructions to Offerors
 - b. 52.212-2, Evaluation – Commercial Items
 - c. 52.212-3, Offeror Representations and Certifications
 - d. 52.212-4, Contract Terms and Conditions
 - e. 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
 - f. Other Contracts: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under an order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under an order to accommodate the additional work, heeding any direction

that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.

2. Request for quote process: AACOG will receive Request for Quotes (RFQs) on the SF 1449. The RFQ should include definitive descriptions of the various goods and services to JB SA, quantities and include minimal commercial clauses. The Unit of Issue will vary based on the order. The period of performance will be enforced and outlined in the solicitation. Unless otherwise agreed to by the parties, AACOG has 30 calendar days to provide a quotation after receipt of the RFQ. 502d CONS may request a shorter response date or grant additional time to respond. A question-and-answer period is allowed. AACOG will submit any questions within ten business days after receipt of the RFQ. Certified funds shall be obtained prior to 502 CONS issuing a solicitation. Upon acceptance of AACOG's proposal submitted in response to the RFQ, 502 CONS will execute an order to AACOG and jointly agree upon a start date or delivery date. AACOG is not required to respond to an RFQ and, in its sole discretion, will determine when to submit a response.
3. Under this IGSA, standing blanket purchase agreements may be executed for the provision of routine goods and services with requirements submitted per IGSA standard operating procedures.
4. Performance Work Statement (PWS)/Delivery dates: 502 CONS will provide AACOG with a PWS for service requirements or delivery instructions for commodity requirements as part of the RFQ.
5. Inspection and Acceptance: 502 CONS and/or the internal government customer are responsible for inspecting and accepting all work provided under this IGSA. Inspection or acceptance of the various goods or services and conducted by 502 CONS and/or the end user.
6. Quality Assurance: AACOG is responsible for the quality assurance of the goods or services provided during performance. The internal government customer will provide periodic oversight, but is not responsible for quality assurance during performance. AACOG will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to AACOG's own standard of quality. Should a dispute arise as to the acceptability of the services performed or whether conforming goods were delivered, AACOG will follow the applicable dispute resolution process established in the FAR.
7. Insurance: AACOG is not required to provide insurance documentation to 502 CONS. Contractors performing for AACOG are required to provide insurance documentation IAW the following requirements:
 - a. Employer's liability coverage of at least \$100,000 shall be required.
 - b. General liability requires bodily injury liability insurance coverage written on

- the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile liability policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
 - d. 52.228-5, Insurance
8. **Payment Procedures:** Invoices shall be submitted using Wide Area Workflow. Payment will be made after acceptance of the various goods or services. AACOG shall follow the billing instructions below:
- a. DFARS 252.204-7006, Billing Instructions
 - b. DFARS 252.232-7006, Wide Area Workflow Payment Instructions
9. **Wages:** IAW 10 U.S.C. 2679, the IGSA may use for installation support services provided by a State or local government, wage grades normally paid by that State or local government. All work performed under this IGSA shall be paid in compliance with State and local minimal wages for labor classification.
10. **Small Business:** AACOG's small business policy will apply for the IGSA. Federal small business initiatives shall not apply, but AACOG shall competitively acquire the various goods and services utilizing AACOG's small business goals when AACOG determines small businesses will be used.
11. **Price Fair and Reasonable:** The prices quoted by AACOG are considered fair and reasonable based on competitive quotes at the state and local government contract level. AACOG shall comply with the requirements of 10 U.S.C. 2679 and compete and award all various goods and services requirements utilizing AACOG's applicable small business policy and goals. Where possible, AACOG will leverage economies of scale to provide a price fair and reasonable to the government.
12. **Other:** The following provisions and clauses apply to the IGSA and all orders:
- a. 52.204-7, System for Award Management
 - b. 52.204-9, Personal Identity Verification of Contractor Personnel
 - c. 52.204-13, System for Award Management Maintenance
 - d. AFFARS 5352.201-9101, Ombudsman
 - e. AFFARS 5352.242-9000, Contractor Access

ATTACHMENTS

2. IGSA Checklist	8 Pages	10 May 2019
3. SAF/IEI Memorandum	2 Pages	30 January 2018
4. SAF/AQC Memorandum	2 Pages	24 August 2015
5. IGSA Ceiling Tracker	1 Page	1 September 2018

TERMINATION

This agreement may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other party provided that all then existing contracts awarded to AACOG will be performed according to their terms unless terminated according to the termination provisions therein.

CONCLUSION

This IGSA is hereby agreed upon by the Alamo Area Council of Governments and the 502d Contracting Squadron. This agreement to enter into an IGSA is the most advantageous method to provide various goods and services work requirements at Joint Base San Antonio including JBSA - Lackland, JBSA - Camp Bullis, JBSA - Fort Sam Houston, and JBSA Randolph AFB. The agreement shall not surpass ten years from the date signed below with a maximum ceiling of \$15M. The Alamo Area Council of Governments provides economies of scale that will provide a fair and reasonable price for JBSA.



DIANE RATH
Executive Director, AACOG



JOSEPH A. PREUSSER
Contracting Officer

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021

Department: Planning & Community Development

Subject: Ordinance No. 21-S-27- Consider and make a recommendation on a request for a Specific Use Permit to allow a monopole tower, telecommunications facility on approximately 0.056 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado) *Final Reading*

BACKGROUND

The applicant is requesting approval of a Specific Use Permit for approximately 0.056 acres in order to construct a 105-foot tall monopole, telecommunications facility. The full subject property is currently developed as the Lockaway Storage mini-warehouse / public storage business located at the intersection of FM 3009 and FM 78. The proposed telecommunications lease area is for an undeveloped 0.056 acres of the property.

Per the UDC Article 16 Definitions, a Monopole Tower is described as: *A self-supporting tower facility composed of a single spire used to support telecommunication antennas. Monopole towers cannot have guy wires or bracing.*

Per the City of Schertz Unified Development Code (UDC) Article 8, Section 21.8.6 *Telecommunications Antennas*, specifically subsection H and table 21.8.6 Antenna Facility Siting Matrix, a proposed Monopole up to 120 feet in height requires a Specific Use Permit to be located on a "Full Commercial" property. Since the subject property is currently zoned General Business District- 2 (GB-2), which is classified as a "Full Commercial" or "FC" property, in relation to UDC Section 21.8.6.G, the applicant has the ability to request for a specific use permit to allow for the construction of the proposed monopole.

Per the applicant submitted "Narrative memo and Letter of Intent" the following information was provided for consideration in relation to the proposed tower and specific site location:

- "Based on the customer demand for wireless in building coverage and the growth rate in Schertz Texas, Verizon Radio Frequency engineers have designated the above site location as a perfect location for a Wireless structure for their customers."
- "The study clearly shows lack of in-building coverage at the Lockaway location, close to the intersection of Roy Richards Drive and SH 78, a major intersection with an interrupted RR crossing."
- This site will be a standard monopole structure, with the capability to serve up to 2 other carriers on the structure, complying with current Schertz code."
- "The Vertical Bridge team has designed the proposed structure to accommodate up to three (3) carriers, again as per code & purpose. Current design is shown as a 105' (top of antenna) height monopole. Verizon will utilize the top centerline at 100'. There is a 10' required height separation from other carriers' antenna."

The applicant also provided numerous maps (attached) demonstrating the need for this tower and showing that no existing structures in the area will meet the need in the area.

Five (5) public hearing notices were mailed to surrounding property owners on June 11, 2021. At the time of this report, staff has received one (1) response in favor of the request and no responses opposed, or neutral to the request. A public hearing notice was published in the "San Antonio Express" on June 23, 2021.

A public hearing was held at the June 23, 2021 Planning and Zoning Commission meeting in which no residents spoke.

GOAL

To allow a monopole tower, telecommunications facility land use by right on approximately 0.056 acres of land.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

IMPACT ON EXISTING ADJACENT DEVELOPMENT:

The subject parcel, specifically the 0.0568 acre lease space is currently undeveloped. The site is surrounded by undeveloped land and land currently developed as part of the Lockaway Storage mini-warehouse / public storage business.

CONCEPTUAL SITE PLAN:

In conjunction with the requested Specific Use Permit, the subject property has gone through the Site Plan Certification process to ensure the proposed monopole- telecommunications facility would be in compliance with all other Unified Development Code regulations. The proposed development includes a 100-foot tall monopole tower, in which the associated equipment will extend an additional five (5) feet for a total of 105 feet in height.

- **Architectural Standards:** The proposed development does not contain any proposed buildings that would require compliance with the Unified Development Code architectural standards. The only proposed structure on site will be the proposed 105-foot tall monopole, telecommunications facility.
- **Parking:** In accordance with Unified Development Code Article 8 Section 21.8.6.C.3: At least one (1) off-street parking space must be provided at each telecommunication tower facility. Based on the proposed site plan reviewed during the certification process, there is one (1) proposed parking space on the subject area lease site that is designed to meet City of Schertz regulations.
- **Screening requirements:** The proposed site plan indicates a six (6) foot high wood privacy fence that encompasses the proposed 0.0568 acre lease site. **Lighting and glare standards:** The applicant will be responsible for complying with UDC Sec. 21.9.11 Lighting and Glare Standards through the building permit process. Additionally, the site will be required to comply with UDC Section 21.8.6.4 which states "No outdoor lighting shall be allowed on any Antenna Facility except lights or lighting that is required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC)."
- **Landscaping:** The site currently has no protected or heritage class trees within the lease area. The proposed site plan indicates that a total of 2 Monterey Oaks will be planted within the lease area, one on each side of the proposed parking space. Additionally, a total of 6 Texas Elbow Bush are proposed in conjunction with the Monterey Oaks within the landscape islands on each side of the

parking space.

- Access and circulation: The site will be provided access through the existing entrance onto FM3009. The associated site plan has been reviewed by the City of Schertz Engineering Department. The proposed site plan was evaluated by TXDOT, which indicated they had no objection to the proposal, since the existing access point was to be utilized.

FISCAL IMPACT

None

RECOMMENDATION

As part of the site plan and specific use permit review process, the exhibits and application were provided to JBSA Randolph for their comment. Based on a letter dated May 11, 2021 a review of the documents had been completed, and JBSA did not object to the proposed telecommunications facility proposed at 200 FM 3009. Although JBSA Randolph did not object to the development, they did provide a letter indicating some considerations for the development. Such as installing anti-perching devices along the top of the structure to prevent/discourage bird species from roosting and loafing on the tower.

The applicant provided all of the required information to submit an SUP application according to UDC Section 21.8.6.J. Staff reviewed the maps and studies submitted and determined that the information met the minimum standard for approval. The applicant was able to demonstrate the need for the tower at the proposed location and was also able to demonstrate that there is not a viable option to co-locate and still meet the need. In exploring the ability to co-locate, the applicant submitted documentation for City Facilities as well as existing private towers (even outside of the City of Schertz City Limit), which Staff concluded met the intent of the UDC Section 21.8.6.J. City Staff also consulted with the City's Telecommunication Antenna Consultant in order for her to provide her review on the application based on her industry experience. The City's Consultant is recommending approval of the application. Finally, City Staff consulted with the City Attorney to fully understand the implications of the Federal Telecommunications Act on this application. Based on the information provided by the City Attorney, City Staff determined that the application met the minimum requirements of the Telecommunications Act through the maps and studies that were submitted demonstrating the need for additional coverage in the area around Elbel Road. Because the application meets the minimum requirements laid out in the Telecommunications Act as well as the UDC, Staff is recommending approval of the SUP as submitted.

This item was heard at the June 23, 2021 Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the Specific Use Permit request to allow a monopole tower, telecommunications facility land use by right.

Attachments

Ord. No. 21-S-27

Exhibit A

Specific Use Permit Exhibit

Site Plan Exhibits

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

Applicant Provided- Narrative Memo and Letter of Intent

Applicant Provided- Capacity Offload and Coverage Plots (Provided 05.03.2021)

Applicant Provided- Additional Information provided 06.16.2021

Applicant Provided- Candidate Summary

ORDINANCE NO. 21-S-27

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR A MONOPOLE TOWER, TELECOMMUNICATIONS FACILITY ON APPROXIMATELY 0.056 ACRES OF LAND GENERALLY LOCATED NORTH-EAST OF THE INTERSECTION OF FM 3009 AND FM 78, ALSO KNOWN AS 200 FM 3009, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 153960, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for Specific Use Permit to allow a *Monopole Tower, Telecommunications Facility* land use on approximately 0.056 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, more particularly described in Exhibit A attached hereto and incorporated herein by reference, (hereinafter, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11.E. provides for certain conditions to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the “Conditions”); and

WHEREAS, on June 23, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for a Monopole Tower, Telecommunications Facility land use; and

WHEREAS, on July 13, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for 200 FM 3009, more particularly described in the attached Exhibit A, is hereby approved to allow a *Monopole Tower, Telecommunications Facility* land use.

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.

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 13th day of July, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 27th day of July, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



LEASE SITE LEGAL DESCRIPTION
SITUATED IN THE
G. MALPAZ SURVEY NO. 67, A-221
GUADALUPE COUNTY, TEXAS

Being 0.0568 acres (2,474 square feet) of land, out of a called Lot 1, Block 1, Sanders Subdivision, recorded under Volume 8, Page 205-206 Map Records of Guadalupe County, Texas (M.R. G.C.T.), conveyed to Lock Away 200 Roy Richard Drive, LLC, by deed recorded under County Clerk's File Number (C.F.N.) 201899014596 Official Public Records of Guadalupe County, Texas (O.P.R. G.C.T.), said 0.0568 acre tract lying in the G. Malpaz Survey No. 67, Abstract 221 and begin more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod with cap in the south line of the Remainder of a called 23.903 acres, conveyed to A-OK Mini and RV Storage, by deed recorded under Volume 2297, Page 700 O.P.R. G.C.T., also being an angle point of said Lot 1;

THENCE South 80°36'01" West, along the north line of said Lot 1, a distance of 552.33 feet to a point for curvature of said Lot 1;

THENCE along the north line of said Lot 1 and a curve to the right, having a radius of 179.98 feet, a chord bearing of North 86°09'56" West, a distance of 82.42 feet, an arc distance of 83.16 feet to a point of tangency of said Lot 1;

THENCE South 17°36'27" East, a distance of 24.32 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking angle point of a Lease Site, also being the POINT OF BEGINNING;

THENCE South 72°55'53" East, a distance of 33.20 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking the northeast corner of the herein described tract;

THENCE South 09°09'19" East, a distance of 15.28 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking the southeast corner of the herein described tract;

THENCE South 80°49'40" West, a distance of 94.45 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking an internal corner of an Access & Utility Easement, also being the southwest corner of the herein described tract;

THENCE North 09°09'19" West, a distance of 20.30 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking an angle point of said Access & Utility Easement, also being the northwest corner of the herein described tract;



THENCE North 62°04'07" East, a distance of 30.11 feet to a set 5/8 inch iron rod with cap stamped "Core 6657", marking an angle point of the herein described tract;





THENCE North 80°51'50" East, a distance of 36.16 feet to the POINT OF BEGINNING and containing a computed 0.0568 acres (2,474 square feet) of land.

A handwritten signature in black ink, appearing to read "Clemente Turrubiarres Jr.", written over a horizontal line.

Clemente Turrubiarres Jr.
RPLS No. 6657
Job No. 20-00834U
Issue Date: November 18, 2020
Revised:





<div style="text-align: center;">  <p>750 PARK OF COMMERCE DRIVE BOCA RATON, FL 33487</p> </div>	<div style="text-align: center;">  </div>																															
	<div style="text-align: center;">  <p>PROSSNER ENGINEERING FIRMING, F-15006 13377 FOWLER DRIVE, SUITE 104 AUSTIN, TEXAS 78729 972.918.3543</p> </div>																															
<div style="text-align: center;">  <p>VINCENT GERARD & ASSOCIATES LAND PLANNING & ZONING CONSULTANTS 1100 CALLE DE VALERIO, SUITE 200 AUSTIN, TEXAS 78746 (512) 328-2551 vincent@vincent-gerard.com</p> </div>		<div style="text-align: center;"> <p>SITE INFORMATION</p> <p>200 ROY RICHARDS DRIVE, GUADALUPE COUNTY SCHERTZ, TX</p> </div>																														
<div style="text-align: center;"> <p>APPLICATION</p> <p>SPECIFIC USE PERMIT EXHIBIT</p> </div>	<div style="text-align: center;"> <p>PROPERTY OWNER</p> <p>LOT 1, BLOCK 1 SANDERS SUBDIVISION LOCKAWAY 200 ROY RICHARD DRIVE, LLC 2055 3RD AVENUE SUITE, 200 SAN DIEGO, CA 92101 (619) 513-8387</p> </div>	<div style="text-align: center;"> <p>SET ISSUED FOR PERMIT</p> </div>																														
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SITE PLAN

SCHAEFER LOCKAWAY - VERTICAL BRIDGE

SITE INFORMATION

JURISDICTION: CITY OF SCHERTZ, TEXAS 78154
QUADALUPE COUNTY

Latitude 29° 33' 38.11" N
Longitude -98° 15' 13.30" W
OCCUPANCY: (U – UTILITY)
ELEVATION: 697’ AMSL
CURRENT LAND USE: MINI-STORAGE
LAND USE:TELECOMM. FACILITY/MINI-STORAGE
ZONING: GB-2

APPLICANT INFORMATION

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2693

VINCE HUEBINGER

SITE ADDRESS

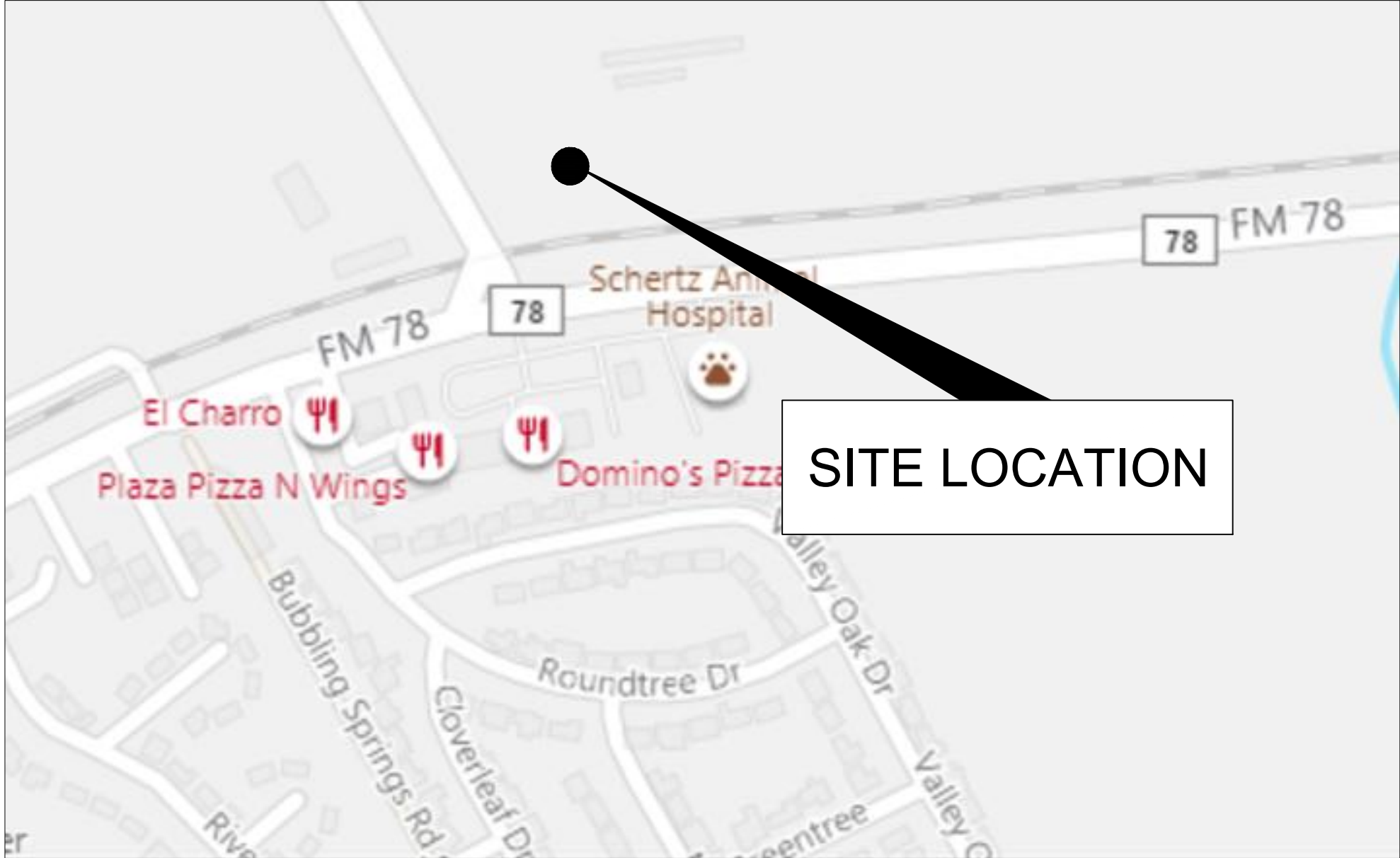
200 ROY RICHARD DR.
CITY OF SCHERTZ, TEXAS 78154
(911 ADDRESS NOT YET VERIFIED)

200 ROY RICHARDS DRIVE,
GUADALUPE COUNTY SCHERTZ, TX

PROJECT TYPE

100’ MONOPOLE TOWER / 105’ ANTENNA
(NEW CONSTRUCTION – TOWER)

VICINITY MAP:



SITE NAME:

VERTICAL BRIDGE –SCHAEFER LOCKAWAY
– SITE LOCATED IN 'GB-2' (FC) ZONING
FULL COMMERCIAL

DEVELOPER

VERTICAL BRIDGE
750 PARK OF COMMERICAL
BACO RATON, FL. 33487
(710) 316-3837
D,Parks@verticalbridge.com

OWNER

LOCK AWAY 200 ROY RICHARD DRIVE, LLC.
2055 3RD AVENUE SUITE 200
SAN DIEGO, CA 92101
(619) 313-9387

LEGAL DESCRIPTION

SANDERS BLOCK 1 LOT1 15.68 AC
GEO. ID: 1G3800-0001-00100-0-00
SCHERTZ, TEXAS

SITE DATA:

EXISTING DEVELOPMENT SUMMARY

- EXISTING BUILDING HEIGHT:
15.17'

-EXISTING USE: MINI STORAGE

- ZONING DISTRICT: GB -
GENERAL BUSINESS & GB-2

-LOT AREA: 1,077,551 S.F./
24.737 AC.

-EXISTING IMPERVIOUS COVER:
852,614 S.F. / 79.10%

-EXISTING BUILDING AREA:
81,079 S.F.

-EXISTING STORAGE AREA:
80,764 S.F.

-EXISTING OFFICE AREA: 315
S.F.
- EXISTING BUILDING HEIGHT:
15.17'

-TOTAL PARKING: 28 SPACES

PROPOSED DEVELOPMENT SUMMARY:

- PROPOSED USE: CELLULAR TOWER (CELL TOWER / MINI STORAGE)

-LEASE AREA: . (CELL TOWER FACILITY: .056 S.F.)

-PROPOSED IMPERVIOUS COVER: 855,092 S.F. / 79.35%
(PROPOSED: 2,478 S.F. /0.25%)

- TOTAL PARKING: (1 space added) 29 SPACES PROVIDED

-HANDICAP PARKING: 2 SPACES

-PROPOSED TOWER HEIGHT: 100' TOWER +5' ROD = 105' TOWER
STRUCTURE HEIGHT

SHEET INDEX

- SHEET 1:

COVER SHEET
- SHEET 2:

OVERALL SITE PLAN
- SHEET 3:

SITE LEASE AREA PLAN
- SHEET 4:

GRADING and DRAINAGE PLAN
- SHEET 5:

TREE PRESERVATION and LANDSCAPE
- SHEET 6:

UTILITY PLAN
- SHEET 7:

DETAILS AND NOTES




06/02/2021

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.


SCHAEFER LOCKAWAY


LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 FM 3009 , SCHERTZ, TEXAS

SUBMITTAL DATE: March 15, 2021 (accepted)
REVISED DATE: June 3, 2021 (submitted)

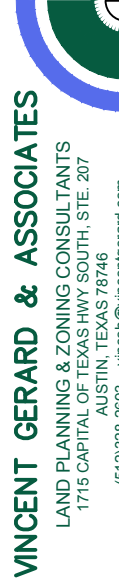


750 PARK OF COMMERCE DRIVE
BACO RATON, FL 33487





13377 POND SPRINGS ROAD, SUITE 104
AUSTIN, TEXAS 78747
512.318.5343



1715 CAPITAL OF TEXAS HWY, SUITE 207
AUSTIN, TEXAS 78746
512.328.2693 - vgerard@vincentgerard.com

SITE INFORMATION

200 ROY RICHARDS DRIVE,
GUADALUPE COUNTY SCHERTZ, TX

PROPERTY OWNER

LOT 1, BLOCK 1
SANDERS SUBDIVISION
LOCKAWAY
200 ROY RICHARD DRIVE, LLC
2055 3RD AVENUE SUITE, 200
SAN DIEGO, CA 92101
(619) 313 - 9387

APPLICATION

SITE PLAN

SET ISSUED FOR PERMIT

DATE

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY

REVIEWED BY

EC

VGH

1

1 of 7

ORDINANCE REQUIREMENTS

1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE A SITE PLAN AMENDMENT AND APPROVAL FROM THE DEVELOPMENT SERVICES DEPARTMENT.

2. APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING CODE APPROVAL, FIRE CODE APPROVAL, OR BUILDING DEPARTMENT REVIEW. ANY REQUIRED CITY DEMOLITION OR RELOCATION PERMIT CAN ONLY BE ISSUED AFTER THE HISTORIC REVIEW PROCESS IS COMPLETED.

3. ALL SIGNS MUST COMPLY WITH THE REQUIREMENTS OF A CITY OF SCHERTZ LAND UNIFIED DEVELOPMENT CODE. ANY REQUIRED CITY DEMOLITION OR RELOCATION PERMIT CAN ONLY BE ISSUED AFTER THE HISTORIC REVIEW PROCESS IS COMPLETED.

4. ADDITIONAL ELECTRIC EASEMENTS MAY BE REQUIRED AT A LATER DATE.

5. A ROADWAY EASEMENT MUST BE ISSUED PRIOR TO APPLICATION FOR BUILDING PERMIT.

6. FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A ROADWAY EASEMENT PERMIT IS REQUIRED.

1. THE NOISE LEVEL OF MECHANICAL EQUIPMENT WILL NOT EXCEED 70 D.B.A. AT THE PROPERTY LINE ADJACENT TO RESIDENTIAL USES.

1. THE CITY OF SCHERTZ FIRE DEPARTMENT REQUIRES ASPHALT OR CONCRETE PAVEMENT PRIOR TO CONSTRUCTION AS AN ALL-WEATHER DRIVING SURFACE.
2. THE CENTER OF THE FOUR-INCH OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE FOUR-INCH OPENING MUST FACE THE DRIVEWAY OR STREET WITH THREE- TO SIX-FOOT SETBACKS FROM DRIVEWAYS AND STREETS. THE OPENING MUST BE THREE FEET OF ANY HYDRANT AND THE FOUR-INCH OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET.
3. TIMING OF INSTALLATION: WHEN FIRE PROTECTION FACILITIES ARE INSTALLED BY THE DEVELOPER, SUCH FACILITIES MUST BE INSTALLED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE FACILITIES ARE NOT INSTALLED DURING THE TIME OF CONSTRUCTION, WHEN ALTERNATIVE METHODS OF PROTECTION, AS APPROVED BY THE FIRE DEPARTMENT, ARE USED, THE FACILITIES MUST BE INSTALLED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
4. FIRE LINES DESIGNATED ON SITE PLAN SHALL BE REGISTERED WITH CITY OF SCHERTZ FIRE MARSHAL'S OFFICE AND INSPECTED FOR FINAL APPROVAL.
5. VESTIBULES AND FIRE APPARATUS IS 14 FEET FOR FULL WIDTH OF ACCESS DRIVE.

1. A PRECONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. IF DISTURBED AREA IS NOT TO BE WORKED FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED/VEGETATED. MULCH, TARP OR VEGETATION MATTING. [ECM 1.4-4.8, SECTION 6, 1.]
3. ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY RESTRICTIONED CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS. [JDC 25-183]
4. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5(a), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
5. THE CONTRACTOR WILL CLEAN UP SOLIDS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY. [ECM 1.4.4.2(d)]
6. THE PROPOSED ACCESS ROUTES, MATERIAL, STORAGE, DIAPHRAGM, CONCRETE/PAINT WASHOUT, PORTABLE TOILETS, AND SPILLS PLACEMENT SHOULD NOT BE WITHIN THE GRZ OF ANY PROTECTED TREES.

1. IF A GENERATOR IS EMPLOYED, IT WILL BE A DIESEL OUTDOOR GENERATOR WILL BE 210 GALLON AND UL 142 FUEL TANK.
2. PERMANENT BACKUP EMERGENCY GENERATORS TO BE EMPLOYED AT THIS SITE WILL INCLUDE SPECIFICATIONS AND DETAILS AT THE BUILDING PERMIT REVIEW STAGE. CARRIER TYPICALLY WILL INSTALL GENERAL 50-60 KW OUTDOOR GENERATORS AS SHOWN DETAILED SITE PLAN.
3. BATTERY BACKUPS FOR ALL SITE CARRIES WILL BE VRLA TYPE AND WILL BE INSTALLED INDOORS WITH THERMAL PROBE INDICATORS FOR VENTILATION.
4. PROVIDE KNOX PADLOCKS OR KNOX BOX AT SLIDING GATE FOR FIRST RESPONDERS FOR ACCESS TO SITE.

LEASE SITE LEGAL DESCRIPTION
SITUATED IN THE
MALPAS SURVEY NO. 67, A-221
GUADALUPE COUNTY, TEXAS

BEING 0.0568 ACRES (2.474 SQUARE FEET) OF LAND, OUT OF A CALLED LOT 1, BLOCK 1, SANDERS SUBDIVISION, RECORDED
UNDER VOLUME 8, PAGE 205-206 MAP RECORDS OF GUADALUPE COUNTY, TEXAS (M.R. G.C.T.), CONNECTED TO LOCKAWAY 200
ROY RICHARD DYER, LLC, BY DEED RECORDED UNDER
COUNTY CLERK'S FILE NUMBER (C.F.N.) 20189914596 OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R. G.C.T.)
SAY 0.0568 ACRE TRACT LYING IN THE G. MALPAS SURVEY NO. 67, ABSTRACT 22.

CORE LAND SURVEYING
10210 GROGANS MILL ROAD
THE WOODLAND, TX 77380
(224) 828-1208

[illegible]

EXISTING TREE
(4" FT. TRUNK DIA.)

EXISTING HERITAGE TREE
(W/ 1/2 CRZ SHOWN)

—OHE— OVERHEAD ELECTRICAL

FIRE HYDRANT

POWER POLE

PROPOSED DRAINAGE FLOW

—SF— SILT FENCE 237' L.F.

—TP— TREE PROTECTION 8' L.F.

—MS— MULCH SOCK 8' L.F.

—LOC— LIMITS OF CONSTRUCTION (LOC) 2,867 SQ. FT.

—FL— FIRE LANE

—C— CURB

STABILIZED CONSTRUCTION ENTRANCE

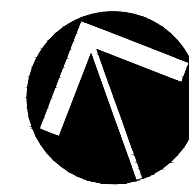
PLANT LIST

MONTERREY OAK: 1.5 INCH CALIPER - 1 COUNT 15 GAL.
QUERCUS POLYMORPHA

GOLDEN SHOWERS THYRALLIS 6 CT. @ 5 GAL.
GA. PYRAMID CLOACA
(4" X 4" W/ AT MATURITY)

SOD
BERMUDA GRASS

1. SLIGHT GRADING REQUIRED ON THIS PROJECT.
2. GATE ENCLOSURE SHALL HAVE NFPA 704 SIGN.



SCALE: 1"=10'



06/02/2021

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

SCHAEFER LOCKAWAY

LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 FM 3009 , SCHERTZ, TEXAS

SUBMITTAL DATE: March 15, 2021 (accepted)
REVISED DATE: June 3, 2021 (submitted)

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(N) TOP OF 105'-0" A.G.L.
TOP OF STRUCTURE

(N) 100'-0"
TOP OF MONOPOLE

NEW MONOPOLE

(N) CABLING ROUTED
INSIDE MONOPOLE

(N) WOOD PRIVACY FENCE

(N) METER FRAME W METER,
DISC. AND TELCO BOX

(N) ICE BRIDGE

(N) DIESEL
GENERATOR
ON PAD

(N) EQUIPMENT
CABINETS ON
CONC. PAD

NOTE: TYPICAL LEASE AREA, ACTUAL EQUIPMENT LOCATIONS MAY VARY.

NTS

LEASE SITE
0.0568 ACRES
(2,474 SQ. FT.)

6' ht. Wood Privacy Fence

6' ht. Wood Privacy Fence

6' ht. Wood Privacy Fence

VERIZON EQUIPMENT

DESIGNATED PARKING SPACE

GATE

PROPOSED ICE BRIDGE

LANDSCAPE MEDIAN

EXISTING CONCRETE LANDSCAPE MEDIAN

EXISTING OVERHEAD ELECTRIC LINE

EXISTING FENCE and GATE

EXISTING CONCRETE DRIVE

GB - 2 GENERAL BUSINESS (MINI-STORAGE)

SANDERS SUBDIVISION
VOL. 8, PG. 205-206 M.R. G.C.T.
LOCK AWAY 200 ROY RICHARD DRIVE, LLC
C.F.N. 201899014596 O.P.R. G.C.T.

EXISTING TREE
(< 8" TRUNK DIA.)

—OHE— OVERHEAD ELECTRICAL

←→ PROPOSED DRAINAGE FLOW

—SF— SILT FENCE 237 L.F.

—TP— TREE PROTECTION 0 L.F.

—MS— MULCH SOCK 0 L.F.

—LOC— LIMITS OF CONSTRUCTION (2,607 SQ. FT.)

—FL— FIRE LANE

— CURB

STABILIZED CONSTRUCTION ENTRANCE

PLANT LIST

MONTEREY OAK 1/2 INCH CALIPER 1 COUNT 15 GAL.

QUERCUS POLYNORPHA

GOLDEN SHOWERS THYRSALLIS 6 CT. @ 5 GAL.

GLYPHISIA GLAUCA
(4" H X 4" W AT MATURITY)

SOD

BERMUDA GRASS

NOTE:

1. SLIGHT GRADING REQUIRED ON THIS PROJECT.
2. GATE ENCLOSURE SHALL HAVE NFPA 704 SIGN.

LEASE SITE
0.0568 ACRES
(2,474 SQ. FT.)

VARIABLE WIDTH
INGRESS/EGRESS
VOL. 8, PG. 205
M.R. G.C.T.

20' W.L.E.
VOL. 8, PG. 205
M.R. G.C.T.

GB - 2
GENERAL BUSINESS
(MINI-STORAGE)

CALLED LOT 1, BLOCK 1
 SANDERS SUBDIVISION
 VOL. 8, PG. 205-206 M.R. G.C.T.
 LOCK AWAY 200 ROY RICHARD DRIVE, LLC
 C.F.N. 201899014596 O.P.R. G.C.T.

20' 10' 0' 5' 1'

SCALE: 1"=10'



06/02/2021

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SCHAEFER LOCKAWAY

LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 FM 3009 , SCHERTZ, TEXAS

SUBMITTAL DATE: March 15, 2021 (accepted)
REVISED DATE: June 3, 2021 (submitted)

verticalbridge
750 PARK OF COMMERCE DRIVE
SUITE 4200 • EL PASO, TX 79907



PROSSNER
ENGINEERING
FIRM NO. F-1506
13377 POND SPRINGS ROAD, SUITE 104
AUSTIN, TEXAS 78720

VINCENT GILVARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH, STE. 207
AUSTIN, TEXAS 78746
(512)328-2883 • vinchg@vincentgilard.com

SITE INFORMATION

200 ROY RICHARDS DRIVE,
SCHERTZ, TX
GUADALUPE COUNTY

PROPERTY OWNER

LOT 1, BLOCK 1
SANDERS SUBDIVISION
LOCKAWAY
200 ROY RICHARD DRIVE, LLC
2055 3RD AVENUE SUITE, 200
SAN DIEGO, CA 92101

APPLICATION

SITE PLAN

SET ISSUED FOR PERMIT	DATE
--------------------------	------

[illegible]

DRAWN BY

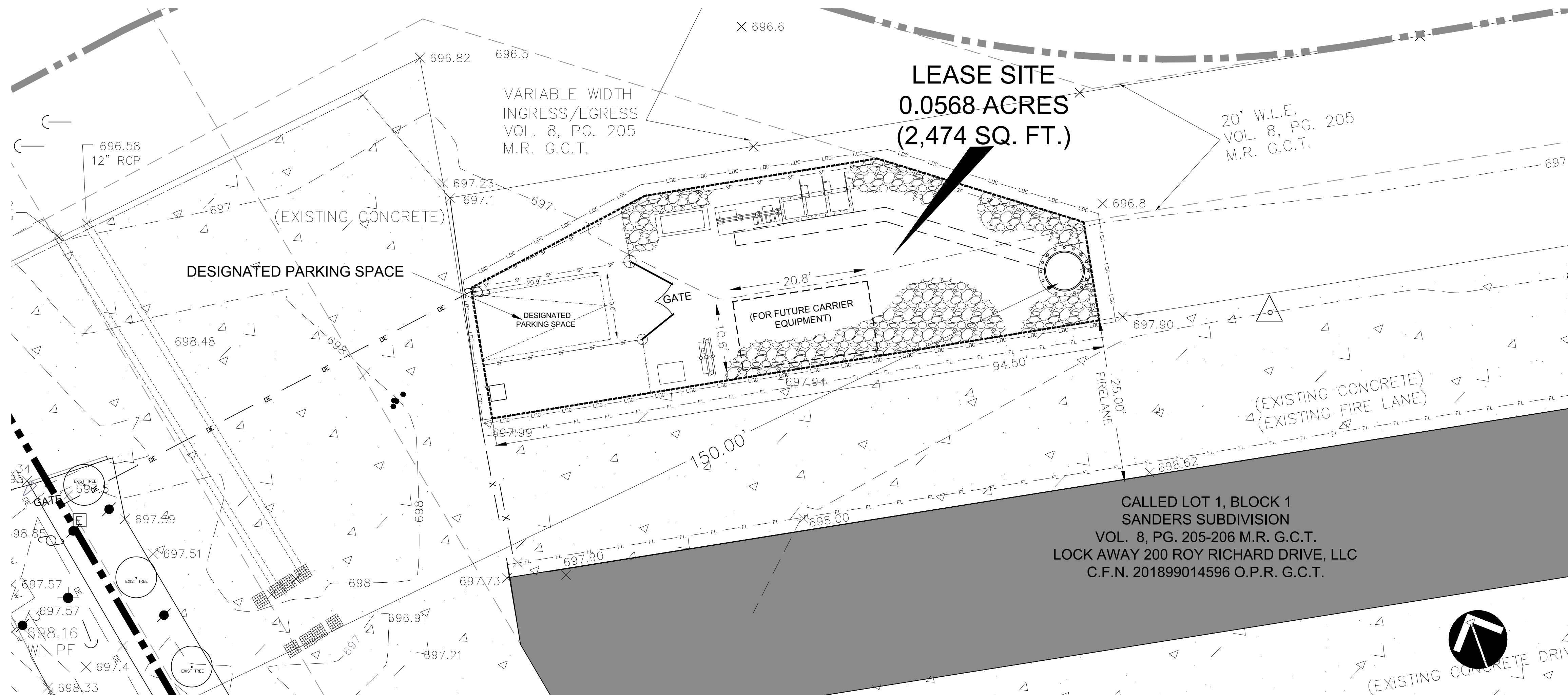
EC

REVIEWED BY
VGH

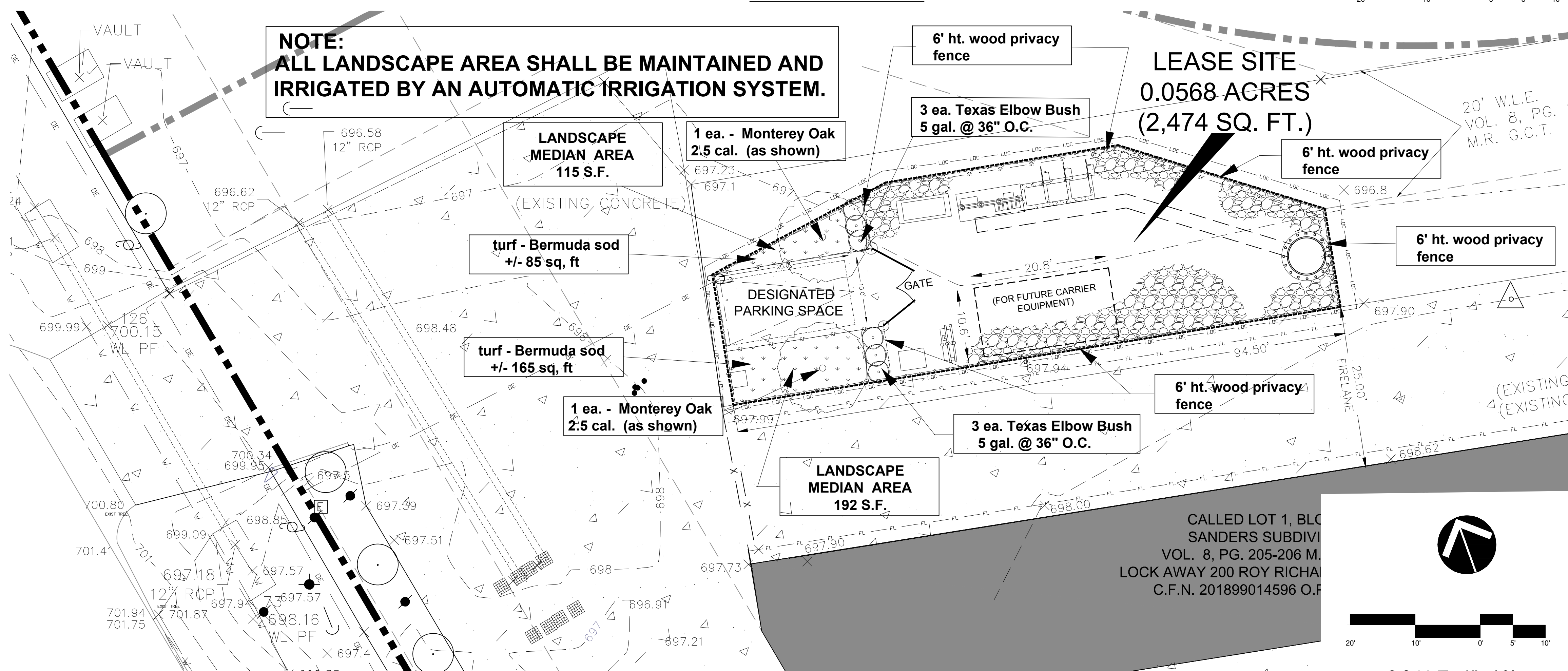
4

of 7

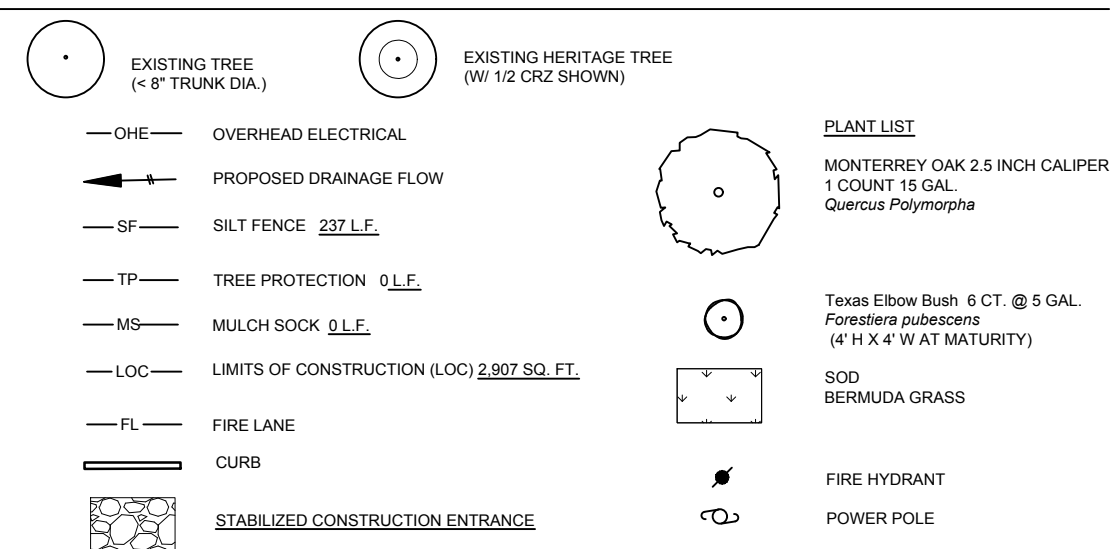
TREE PRESERVATION PLAN (NO EXISTING TREES ON SITE LEASE AREA)



LANDSCAPE PLAN



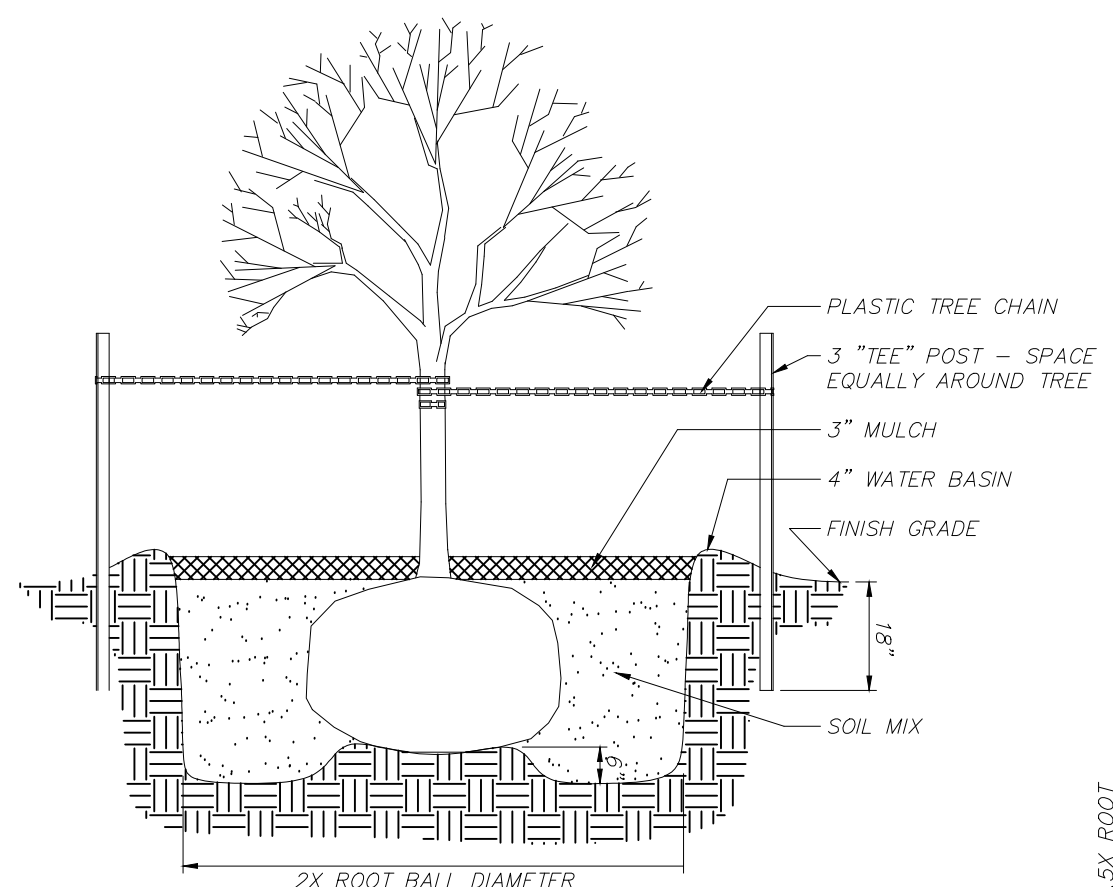
LEGEND



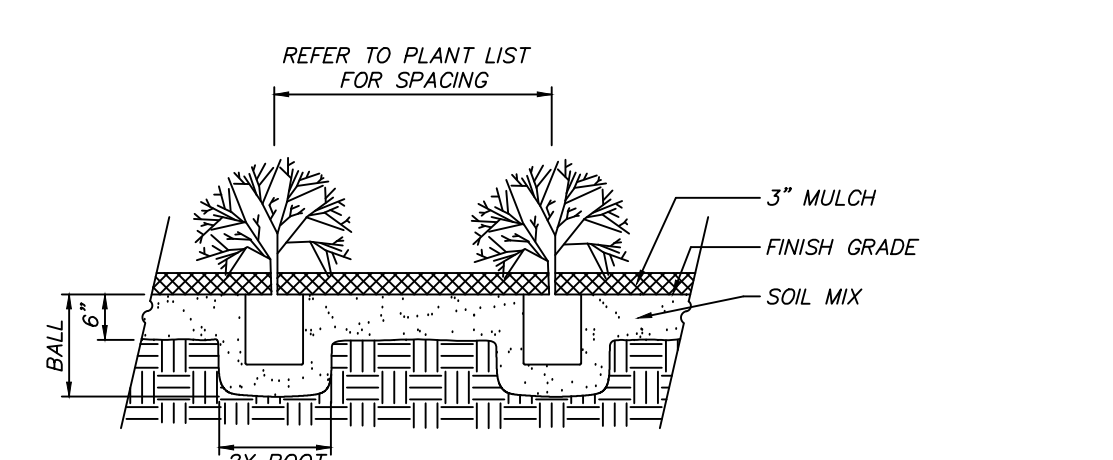
NOTE:
1. NO GRADING REQUIRED ON THIS PROJECT. USE NATURAL GRADES.
2. GATE ENCLOSURE SHALL HAVE NFPA 704 SIGN.

LANDSCAPE CODE SUMMARY

LANDSCAPE AREA - ZONED 1A 192 S.F.
TREES Required. 1 each
TREE Provide 1 each
SHRUBS 6 each (Texas Elbow bush)



TREE PLANTING DETAIL
SCALE: N.T.S.



SHRUB/GROUNDCOVER PLANTING DETAIL
SCALE: N.T.S.

LANDSCAPE PLAN NOTES

Contractor is responsible for maintaining positive drainage in all shrub and turf planting areas.
Contractor to remove all clods, rocks, concrete, trash and any other debris prior to installation of soil mix or plant material. Decompect soil prior to revegetation.
Contractor to replace all materials which are dead, unhealthy, or unsightly (as determined by the Owner) with the cost of replacement to be at the Contractor's expense.
Contractor to verify all site dimensions and layout prior to the commencement of landscape construction. Any discrepancies between the drawings and the actual site conditions shall be brought to the attention of the Owner's Representative immediately.
Contractor to water plants for 6 months to stabilize plantings.



06/02/2021

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SCHAEFER LOCKAWAY

LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 FM 3009, SCHERTZ, TEXAS

SUBMITTAL DATE: March 15, 2021 (accepted)
REVISED DATE: June 3, 2021 (submitted)



PROSSNER
ENGINEERING
FIRM NO. F-506
13377 FOUNDRY ROAD, SUITE 104
AUSTIN, TEXAS 78728
512/818-3343

VINCENT GERARD & ASSOCIATES
LANDSCAPE ARCHITECTS
1711 CAPITAL OF TEXAS HWY SOUTH, STE. 201
SAN ANTONIO, TEXAS 78205
(817) 528-2853 - vin@vga.com

SITE INFORMATION
200 ROY RICHARDS DRIVE,
SCHERTZ, TX
GUADALUPE COUNTY

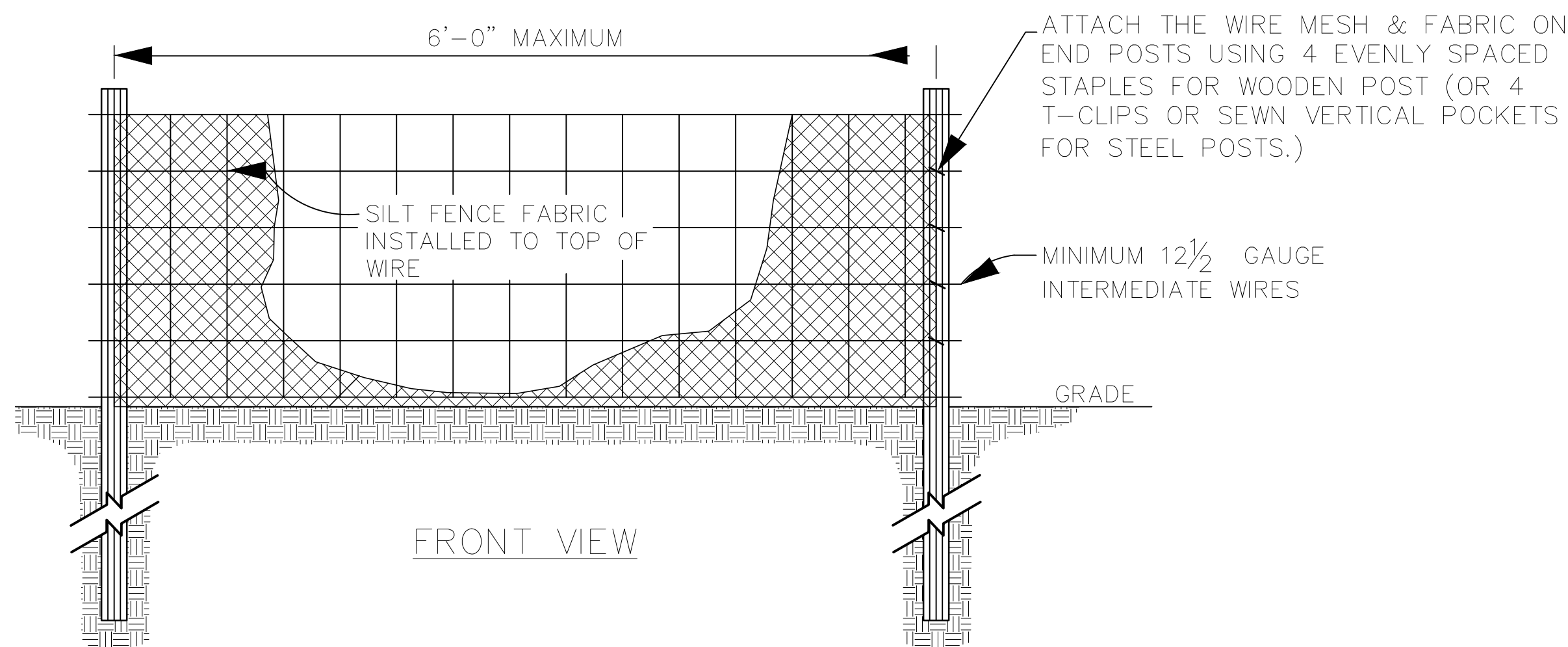
PROPERTY OWNER
LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 ROY RICHARDS DRIVE, LLC
2055 3RD AVENUE, SUITE 200
SAN DIEGO, CA 92101
(619) 313-9387

APPLICATION
SITE PLAN

SET ISSUED FOR PERMIT DATE

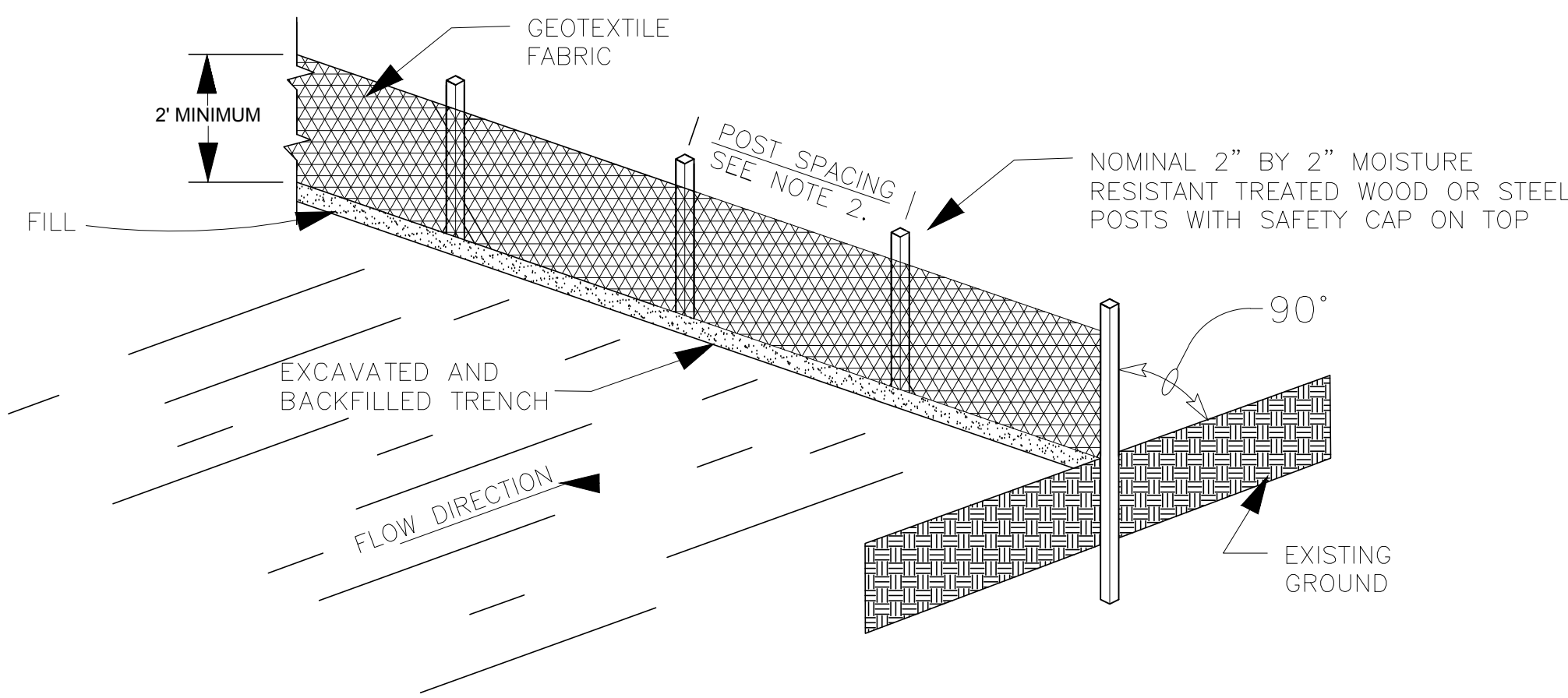
REVISIONS	DESCRIPTION	NO.	DATE

DRAWN BY: EC
REVIEWED BY: VGH



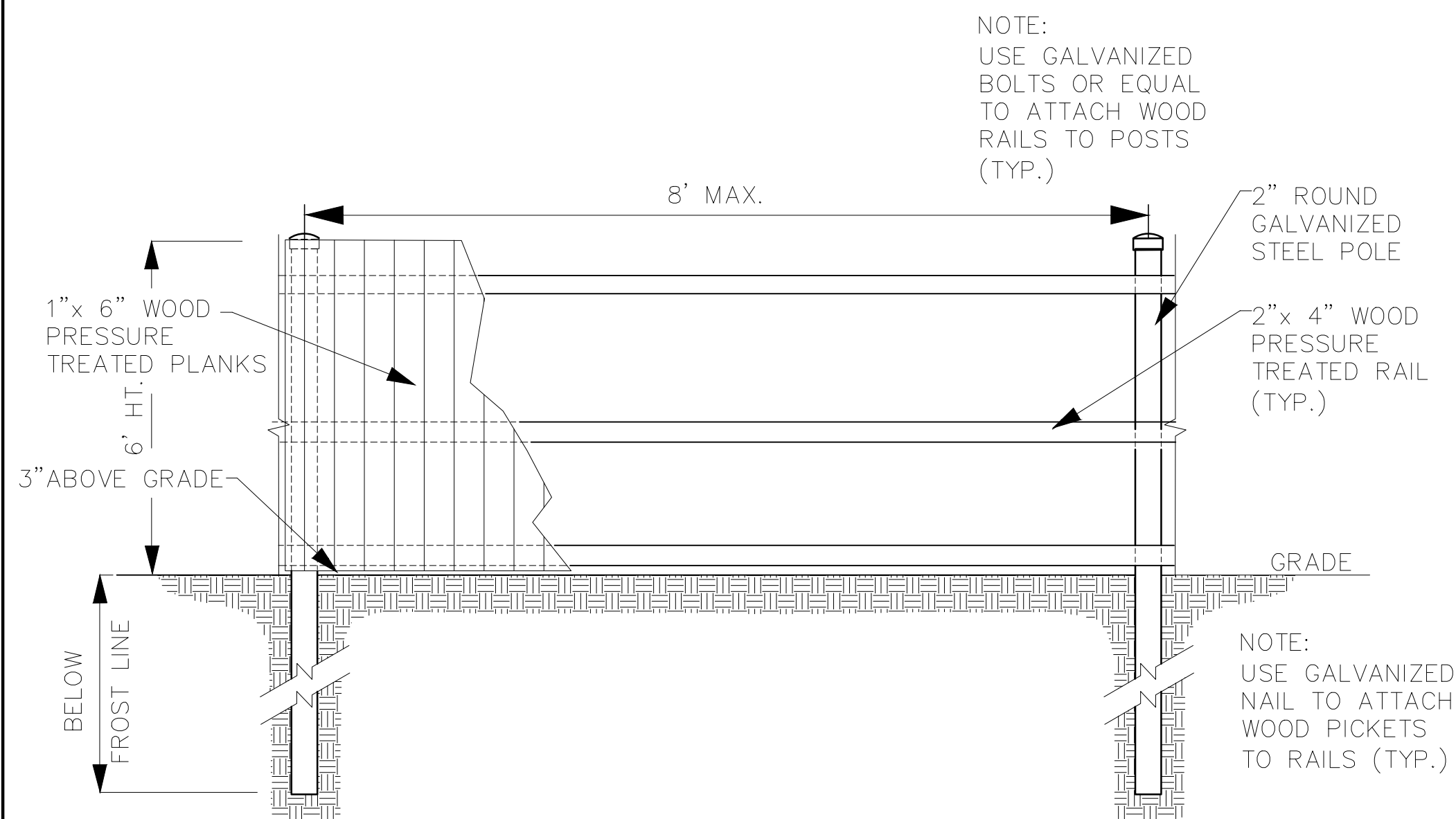
(SILT) SEDIMENT CONTROL FENCE

NTS



(SILT) SEDIMENT CONTROL FENCE

NTS

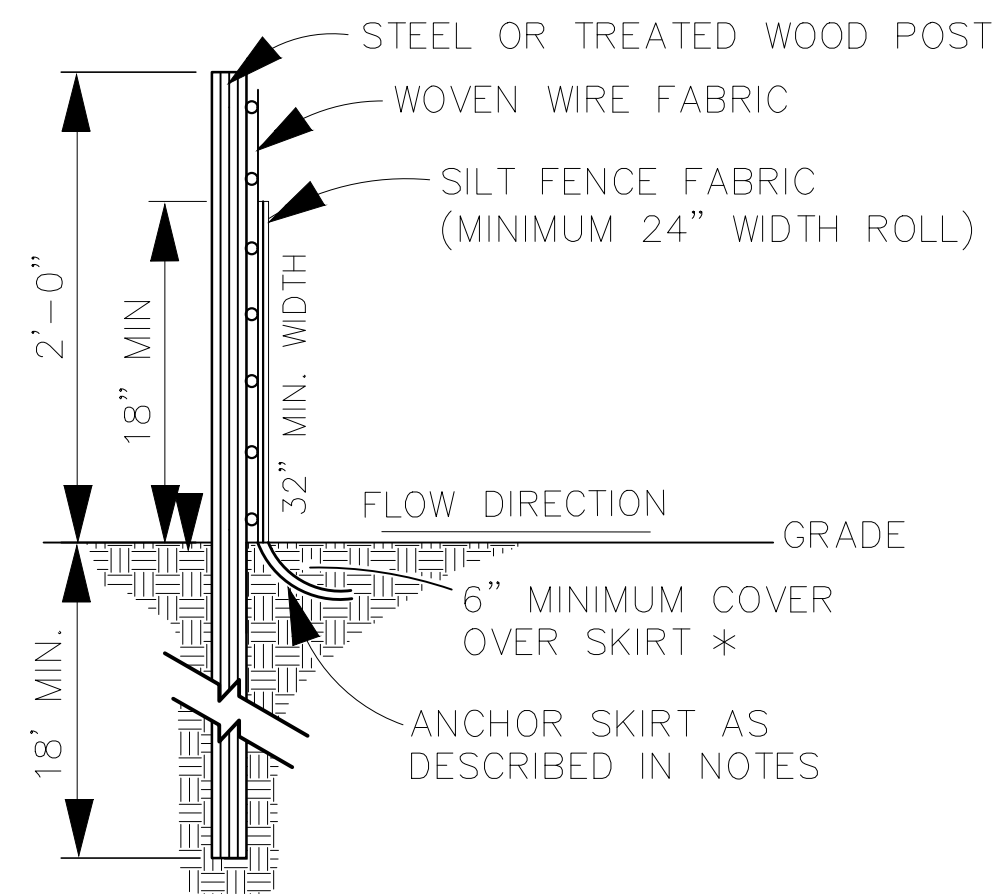


WOOD PRIVACY FENCE

NTS

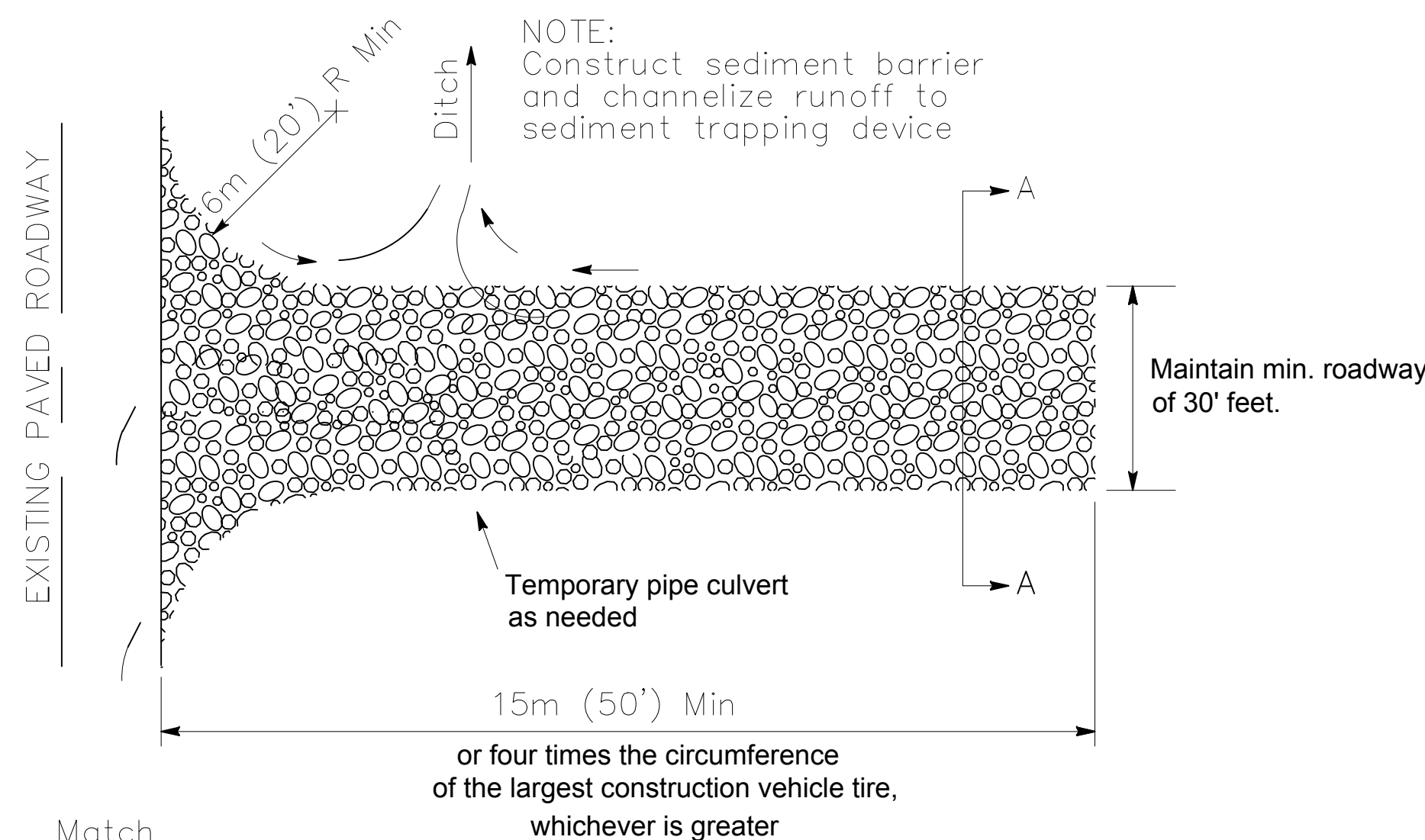
NOTE:
USE SILT FENCE ONLY WHEN DRAINAGE AREA
DOES NOT EXCEED 1/4 ACRE AND NEVER IN
AREAS OF CONCENTRATED FLOW.

* INSTALL STAKES AT A SLIGHT ANGLE TOWARD
SOURCE OF ANTICIPATED RUNOFF.



SIDE VIEW

NTS



Match
Existing
Grade

1. THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
3. WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
4. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
5. ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

STABILIZED CONSTRUCTION ENTRY / EXIT

NTS

SEDIMENT CONTROL FENCE NOTES

1. THE GEOTEXTILE FABRIC SHALL BE PLACE IN THE THE EXCAVATED TRENCH, BACKFILLED, AND COMPACTED TO THE EXISTING GROUND SURFACE. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3" OF PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
4. WOODEN STAKES MAXIMUM OF 6' APART, STEEL STAKES MAXIMUM OF 8' APART, BOTH IMBEDDED A MINIMUM OF 18" INTO GROUND. LENGTH OF STAKES AS REQUIRED FOR MINIMUM OF 18" BURY AND FULL HEIGHT OF FILTER FABRIC.
5. TRENCH THE TOE OF THE FENCE LINES SO THE DOWNWARD FACE OF THE TRENCHES IS FLAT AND PERPENDICULAR TO DIRECTION OF FLOW.
6. SECURELY FASTEN FILTER FABRIC MATERIAL TO WIRE FENCE WITH TIE WIRES AT SPACING OF 15" MINIMUM.
7. FILTER FABRIC SHALL HAVE A MINIMUM HEIGHT OF 18" AND A MAXIMUM OF 36" OF HEIGHT ABOVE NATURAL GROUND.
8. TRENCH IN TOE OF FILTER FABRIC SO THAT THE DOWNWARD FACE OF TRENCH IS FLAT AND PERPENDICULAR TO THE DIRECTION OF FLOW, 4" MINIMUM AGAINST TRENCH WALL AND 2" MINIMUM AGAINST TRENCH FLOOR.
9. CONNECT SUCCESSIVE REINFORCEMENT SHEETS/ROLLS A MINIMUM OF 4 TIMES WITH HOG RINGS.
10. REMOVE SEDIMENT DEPOSITS WHEN SILT REACHES ON-THIRD HEIGHT OF BARRIER OR 6", WHICHEVER IS LESS.



06/02/2021

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SCHAEFER LOCKAWAY

LOT 1, BLOCK 1
SANDERS SUBDIVISION
200 FM 3009, SCHERTZ, TEXAS

SUBMITTAL DATE: March 15, 2021 (accepted)
REVISED DATE: June 3, 2021 (submitted)

verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487

verizon
wireless

PROSSNER
ENGINEERING
FIRM NO. F-1506
13377 FOWLER ROAD, SUITE 104
AUSTIN, TEXAS 78728
512.918.3343

VINCENT GERARD & ASSOCIATES
LICENSED PROFESSIONAL ENGINEERS
STATE OF TEXAS
1111 CAPITAL OF TEXAS HWY SOUTH, STE. 201
AUSTIN, TEXAS 78704
512.328-5853 - vgerard@vgaengineers.com

SITE INFORMATION	200 ROY RICHARDS DRIVE, SCHERTZ, TX GUADALUPE COUNTY
PROPERTY OWNER	LOT 1, BLOCK 1 SANDERS SUBDIVISION 200 ROY RICHARDS DRIVE, LLC 2005 3RD AVENUE, SUITE 200 SAN DIEGO, CA 92101 (619) 313 - 9357
APPLICATION	SITE PLAN

SET ISSUED FOR PERMIT DATE

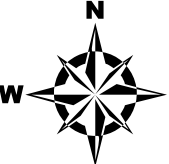
REVISIONS	DESCRIPTION
NO.	DATE

DRAWN BY	REVIEWED BY
EC	VGH

7

7 of 7





SCHERTZ

COMMUNITY • SERVICE • OPPORTUNITY

200 FM 78
CELL TOWER

<all other values>

Highways

Major Roads

Minor Roads

Other Cities

<all other values>

Freeway

Principal Arterial

Planned Principal Arterial

Secondary Arterial

Planned Secondary Arterial

Secondary Rural Arterial

Planned Secondary Rural Arterial

Residential Collector

Planned Residential Collector

Commercial Collector B

Planned Commercial Collector B

Commercial Collector A

Planned Commercial Collector A

1", 1 1/2"

2", 2 1/2"

3"

4"

6"

8"

10"

12"

16"

18"

20"

24"

Schertz Gravity

Schertz Pressure

Neighboring Main

Neighboring Gravity

Private Pressure

Hydrant

Manholes

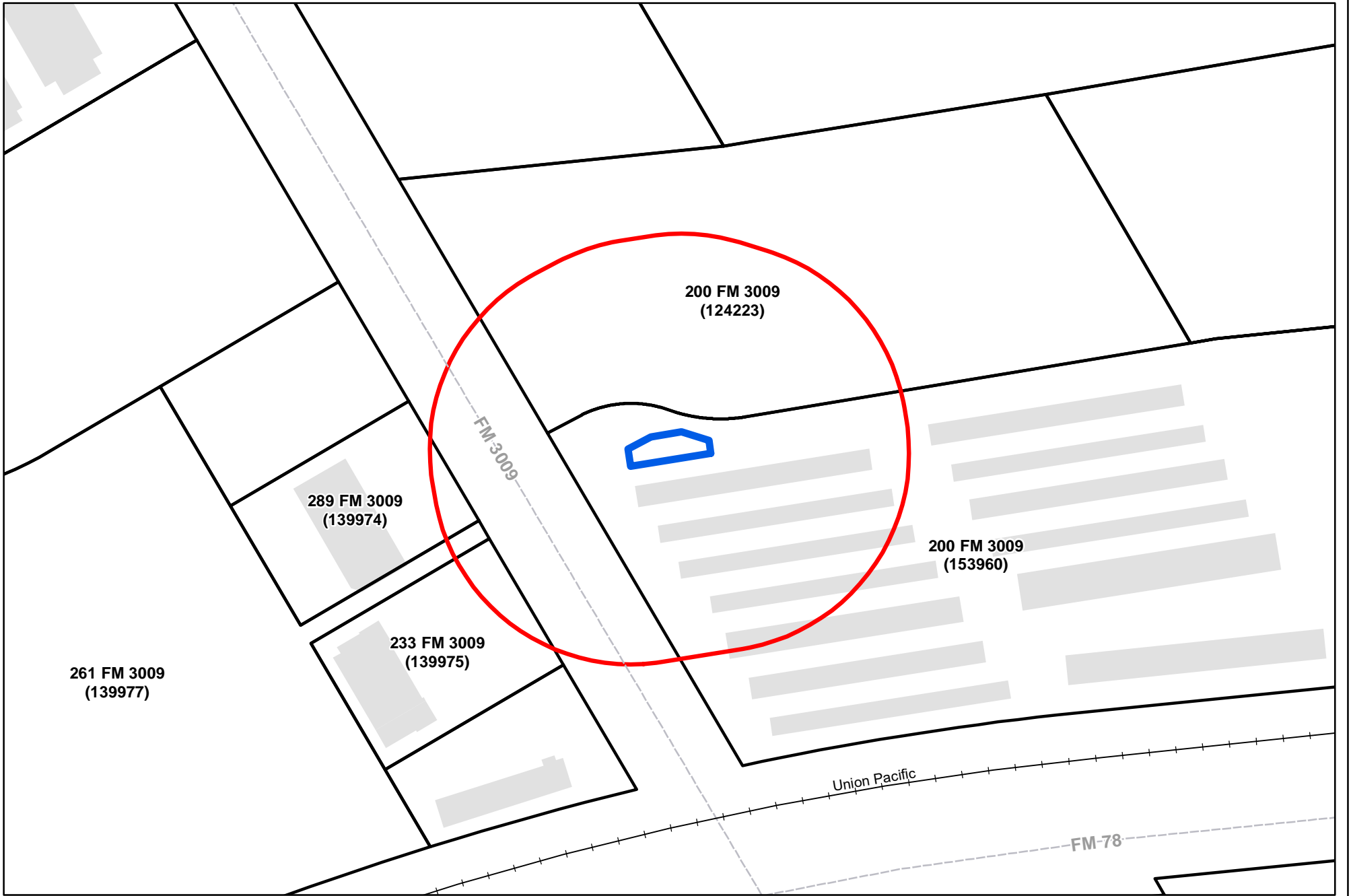
200' Buffer

Schertz Municipal Boundary

County Boundaries

1 Inch = 150 Feet

0 75 150 300 Feet



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

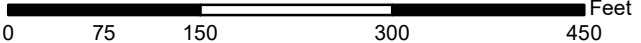
200 FM 78
CELL TOWER



200' Buffer



Parcel Boundaries



Last Update: April 22, 2021
City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185
"The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time."

NOTICE OF PUBLIC HEARING

June 11, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, June 23, 2021 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2021-002- A request for a Specific Use Permit to allow a monopole tower, telecommunications facility on approximately 0.056 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail planning@schertz.com. If you have any questions please feel free to call the Planning Division at (210) 619-1780.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **SUP2021-002**

COMMENTS: Commercial Property 233 FM 3009

NAME: Brittney Nelson SIGNATURE B Nelson
(PLEASE PRINT)

STREET ADDRESS: 15010 Lake Fair Drive Richmond, Tx 77406

DATE: 6-15-21



VINCENT GERARD & ASSOCIATES, INC.

Ms. Emily Delgado
Sr. Planner, Planning and Zoning Division
City of Schertz, Texas

February 23, 2021

RE: Vertical Bridge Specific Use Permit for Verizon Wireless, & Site Plan Certification Applications, 200 Roy Richard Drive (Parent tract). Landowners; Lockaway 200 Roy Richard Drive LLC – Narrative Memo & Letter of Intent– UDC Article 8, Section 21.8.6

Ms. Delgado,

Per our pre-development emails and discussions, we have a request from Verizon Wireless for a wireless communications facility at the Landowner, Lockaway 200 Roy Richard Drive LLC. We hereby respectfully request review and agenda hearing to allow Vertical Bridge (Tower Owner) to construct a critical communications facility at this location to improve and continue to provide communications for the community of Schertz at this high-volume traffic location. Verizon Wireless will be the primary carrier at this site. All other carriers will have the option to collocate as well. The documents discussed for review & approval process to be uploaded are as follows;

- 1) Specific Use Application signed by the landowner and preparer (VGA),
- 2) SUP Site Plan for full review, once completed and cleared by your staff, to be included in the zoning review and made as an exhibit to the SUP approval documents with existing and/or proposed conditions,
- 3) Parent tract Survey and legal description of the land lease area specific to the wireless use, Final Plat, Parent tract is a legal platted lot, all prepared by a licensed surveyor,
- 4) Checklist for the SUP populated and signed by VGA as preparer,
- 5) Agent Authorization letter,
- 6) Tax Certificate for Landowner, &
- 7) Additional RF propagation Maps for evidence of lack of coverage, before and after on air.

It is our understanding that the City of Schertz will review the four Engineered site plan certification drawings with this application. Those were included in this submittal and reviews from Fire, Public Works, Engineering and Landscaping. Each of the site plan certification's will be filed along with the SUP for formal review. All four applications and site plans should be in approvable form. For Public Works, we have included the GVEC letter for service commitment on this site. Electrical and fiber is the only required utility for this unmanned structure.

Narrative Memo-

Based on the customer demand for wireless in building coverage and the growth rate in Schertz Texas, Verizon Radio Frequency engineers have designated the above site location as a perfect location for a Wireless structure for their customers. We have included the Radio Frequency engineers study for coverage in this immediate vicinity. The study clearly shows lack of in-building coverage at the Lockaway location, close to the intersection of Roy Richards Drive and

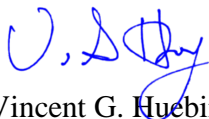
SH 78, a major intersection with an interrupted RR crossing. This site will be a standard monopole structure, with the capability to serve up to 2 other carriers on the structure, complying with current Schertz code. Based on “21.8.6- A Purpose”, the site complies with goals 3, 5 & 6 for colocation & location. With regards to “21.8.6 C – General”- the proposed location is outside 2 miles of any existing or proposed City Water tank or other city owned structures. Further, no other vertical structures or tall buildings are within 1,500’ of the proposed site that would allow Verizon Wireless to collocate their antenna and accommodate the coverage gap within this ring. Finally, “21.8.6 G -Placement”, this proposed location is in Full commercial (GB) and is over 150’ from any major arterials. Also, this site is over 600’ in distance from any existing or proposed residential uses. The RF study includes a 2-page analysis on why the southeast proposed Schertz Water Tower does not work for Verizon coverage in this area. Therefore, this site complies with the 21.8.6 criteria for a standard wireless site location in the City of Schertz code.

The Vertical Bridge team has designed the proposed structure to accommodate up to three (3) carriers, again as per code & purpose. Current design is shown as a 105’ (top of antenna) height monopole. Verizon will utilize the top centerline at 100’. There is a 10’ required height separation from other carriers’ antenna. If the tower is revised to a stealth type facility, it will drastically reduce the colocation opportunities for others and severely limit the 5G capabilities. This can be discussed in greater detail with staff and the decision makers. High traffic areas such as this will likely utilize up to 9 antenna per sector. Height is critical for each carrier, and if the height is reduced, it makes a big coverage difference. It would benefit Schertz to maintain the 105’ height so as not to increase the probability of another site needed within the area and to attract a 2nd & 3rd carrier to this specific location.

We also want to encourage you and your staff to refer to the Telecommunications Act of 1996 and Middle-Class Tax Relief Act (Spectrum) recently passed to guide local authorities with approval and denial specifics for all wireless sites. We have also included a recent letter from Texas State Senators urging all municipalities to expedite and approve critical wireless sites such as this due to current Pandemic data volumes occurring on all networks in Texas since March 2020.

If there are any questions on this application please let us know.

Respectfully



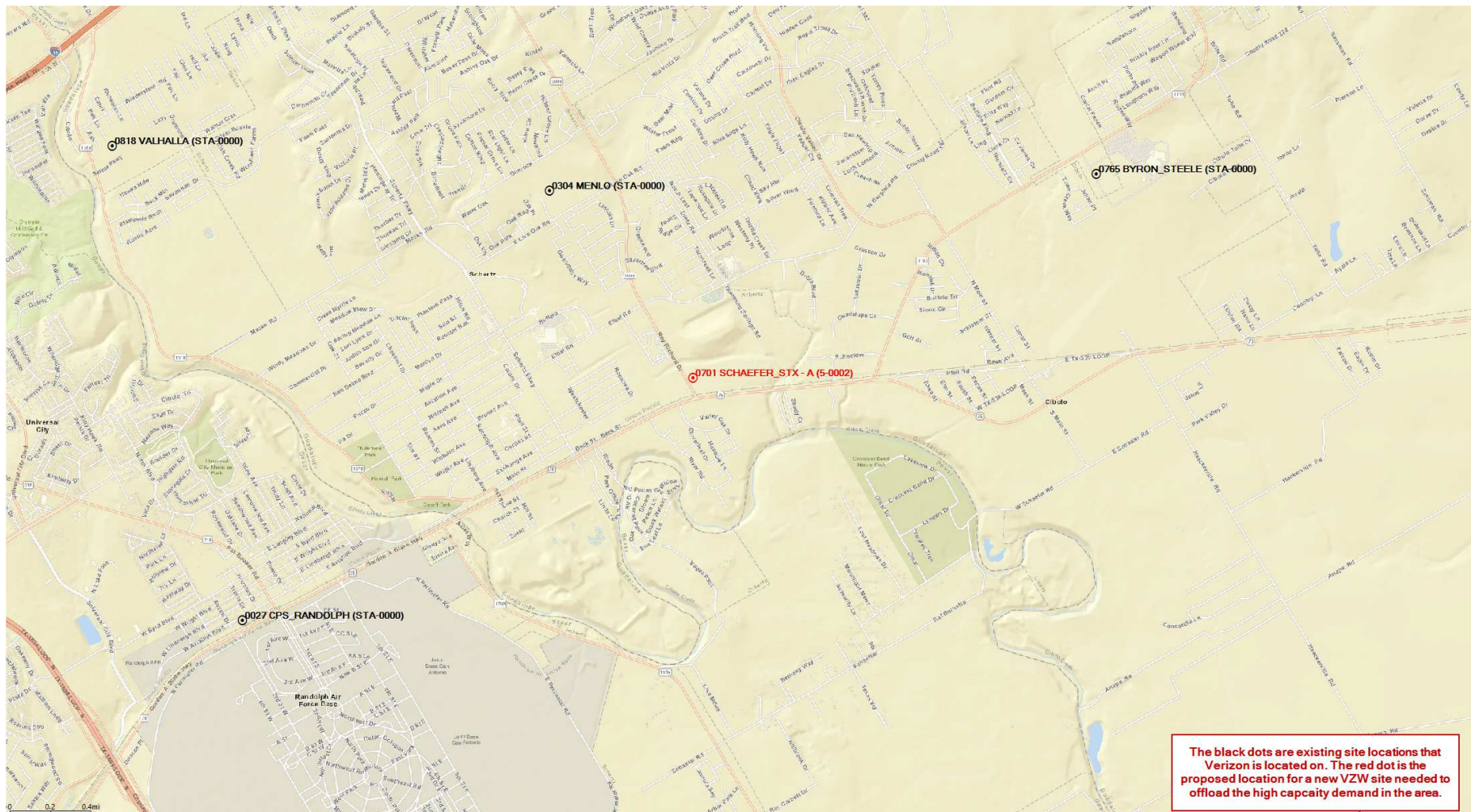
Vincent G. Huebinger

Xc: Dana Holland - AllPro
Charmain Sanchez

SCHAEFFER_STX

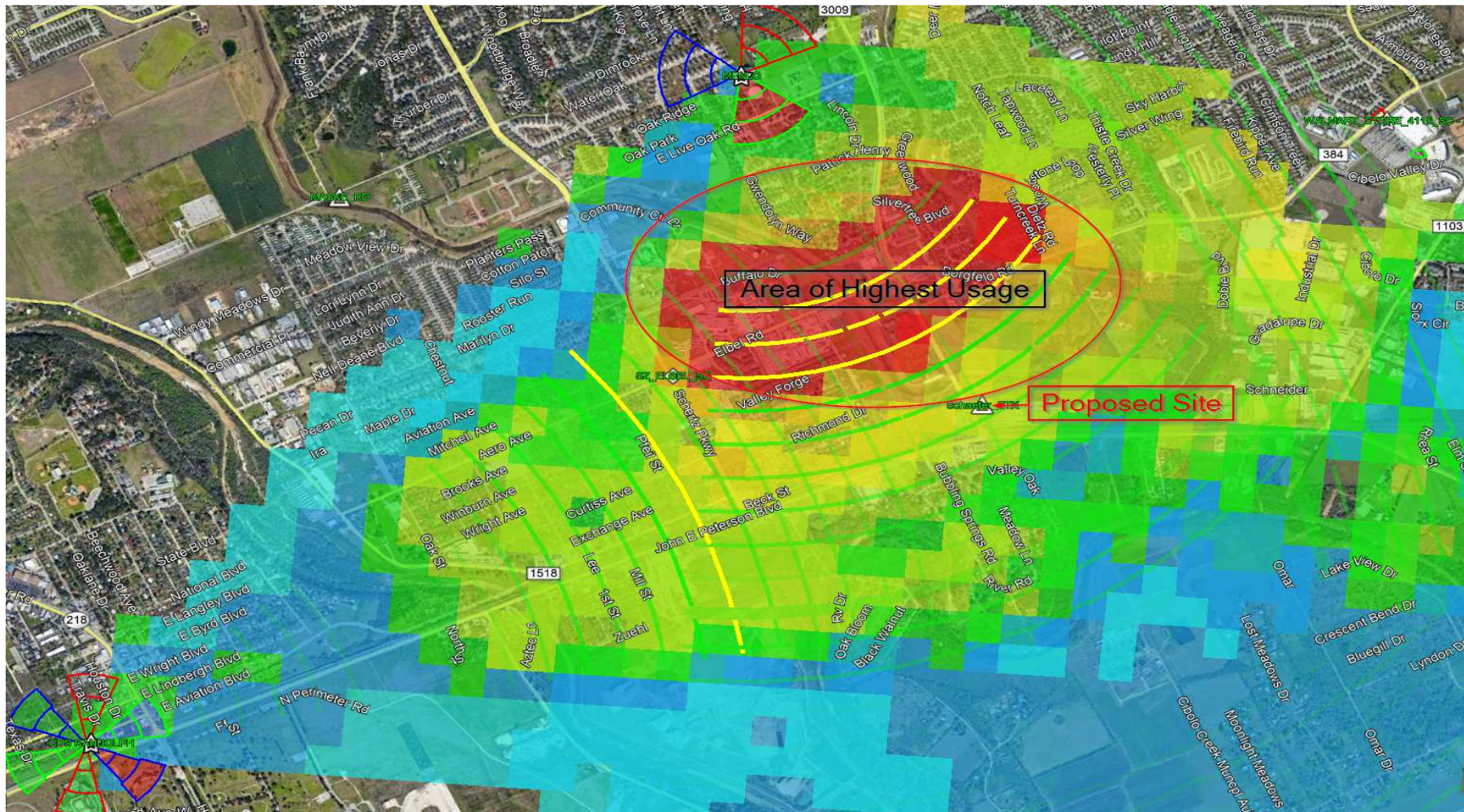
Capacity Offload and Coverage Plots

Map of towers with visible labeling



The black dots are existing structures where Verizon is located. The red dot is the proposed Verizon site. We are not aware of any other structures that are suitable in height within or near the area of highest usage/demand as depicted on the following slides.

Capacity Demand Map



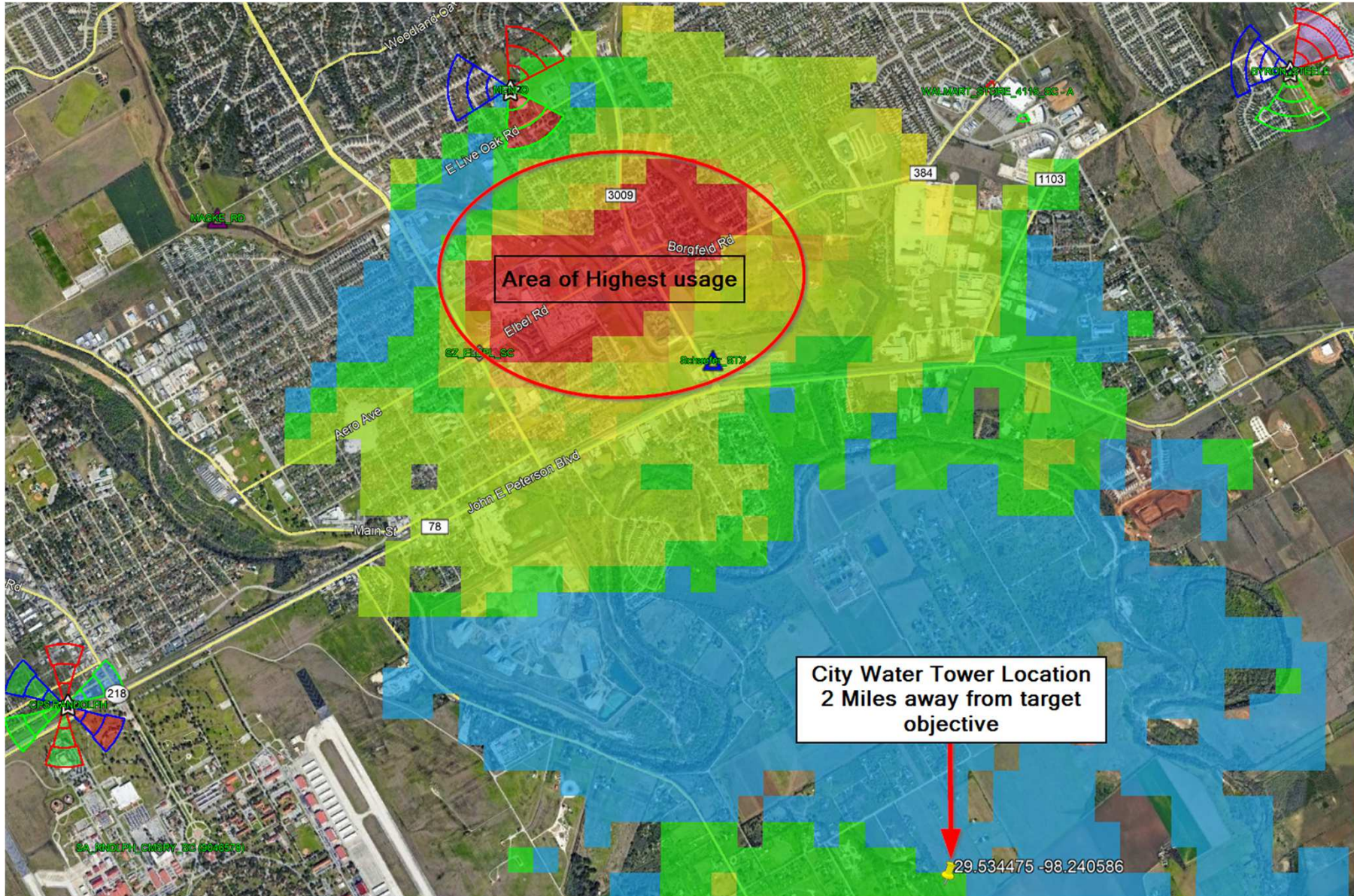
Area of highest usage is the area where the most connections are being utilized. There may be times that the demand for network resources is so high that new connections are blocked.

These maps are not a guarantee of coverage and are a general prediction of where coverage presently exists based on our internal data. Wireless service is subject to network and transmission limitations, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service.



Customer usage/Demand Plot
Red/Orange = very high capacity demand
Yellow/Green = Medium capacity demand
Blue = Low capacity demand

Capacity Demand Map in relation to City Water Tower

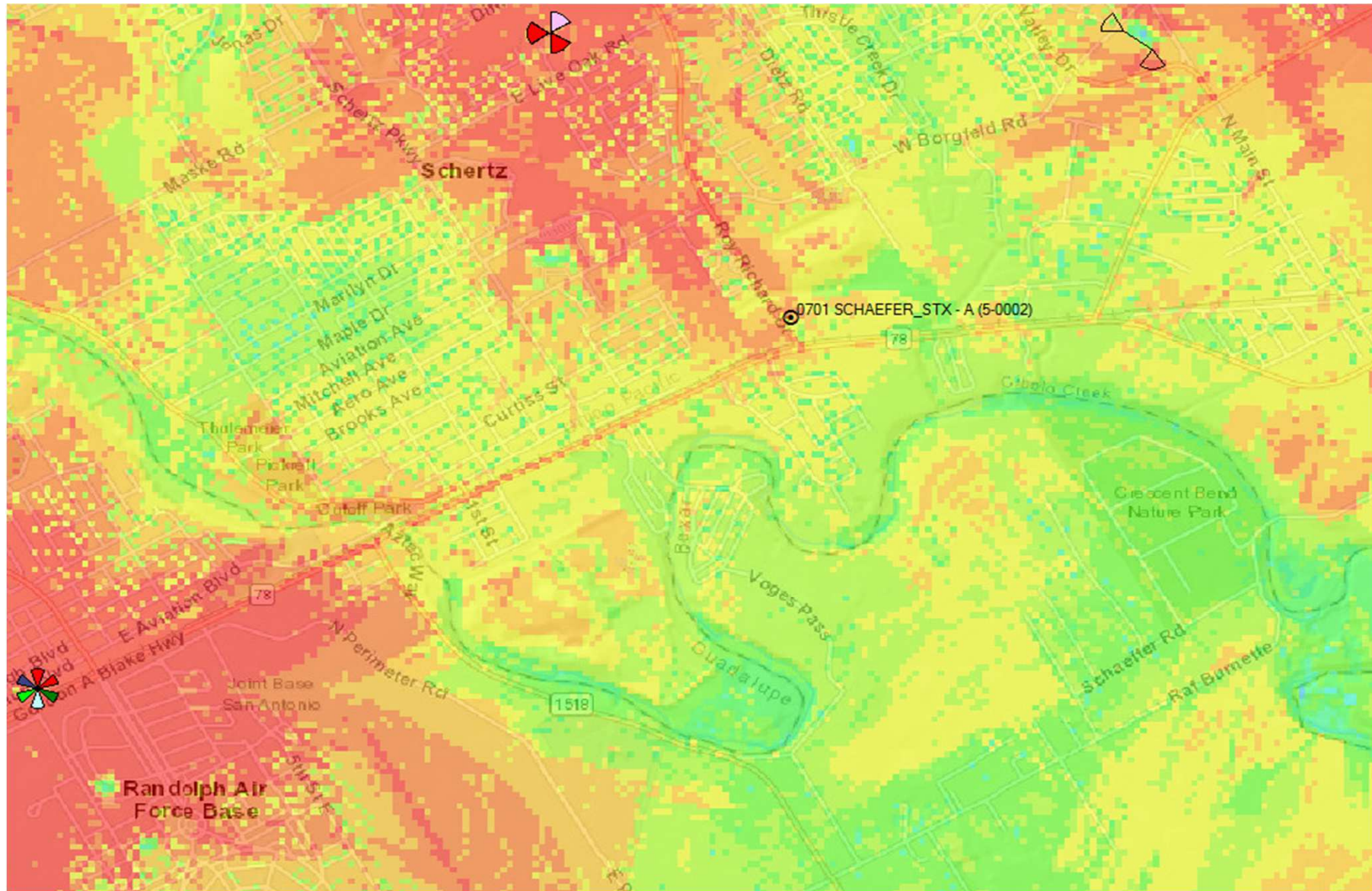


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Customer usage/Demand Plot
Red/Orange = very high capacity demand
Yellow/Green = Medium capacity demand
Blue = Low capacity demand

Current Coverage



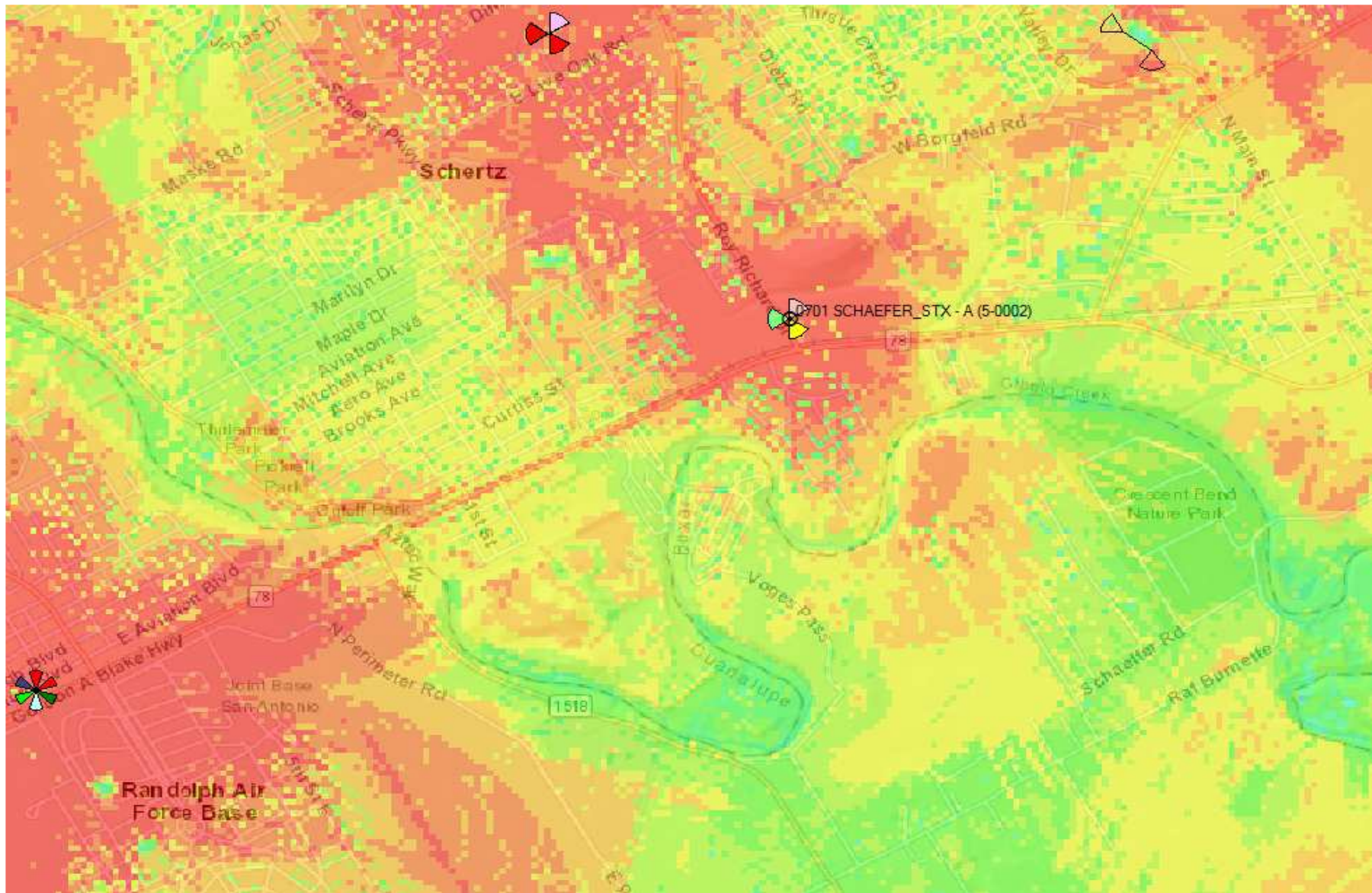
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Coverage Legend

Red/Orange = Expected indoor coverage
Yellow/Green = In-Vehicle, but not always indoor coverage
Blue = Outdoor only coverage

Proposed Coverage



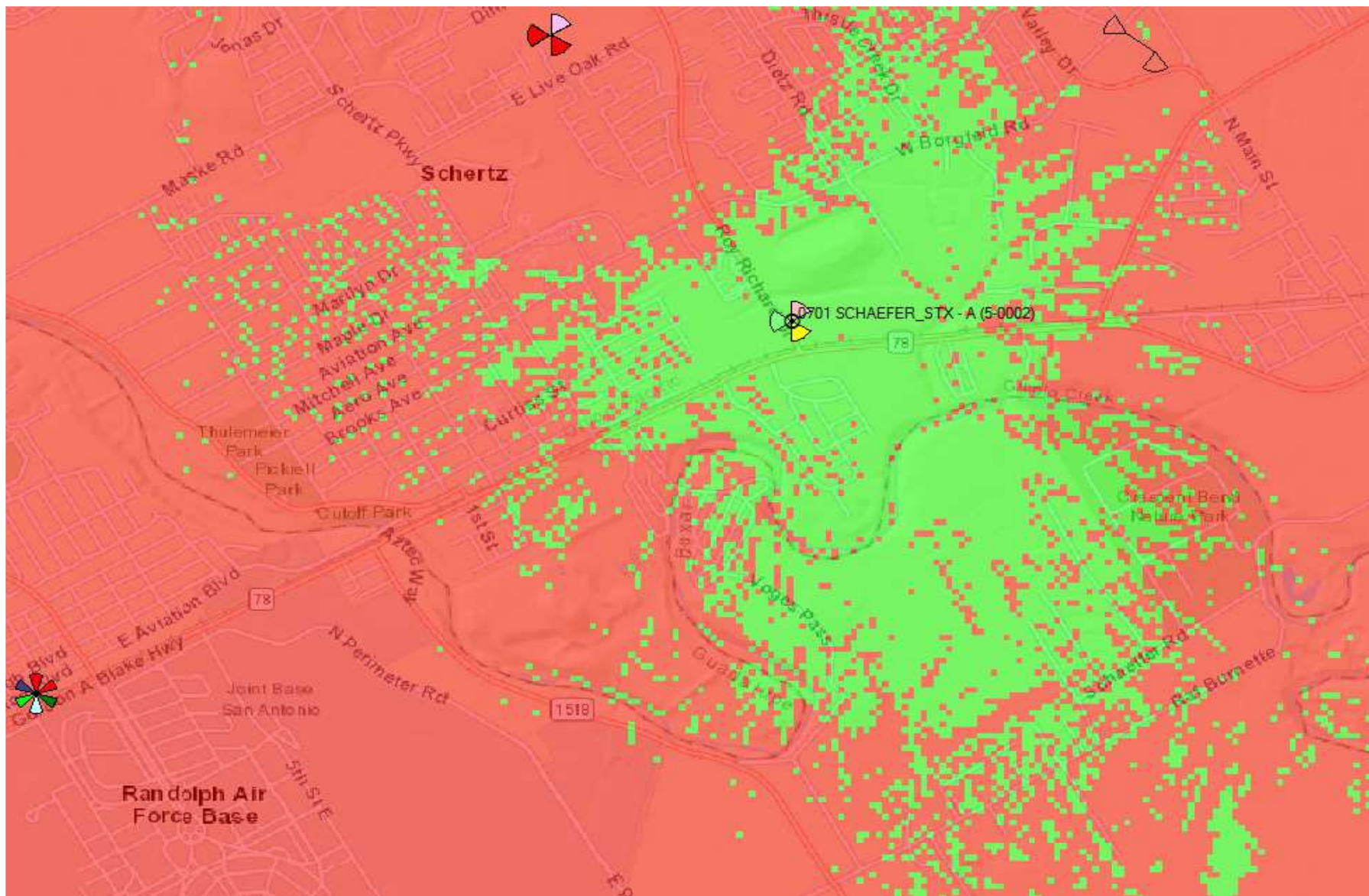
These maps are not a guarantee of coverage and are a general prediction of where coverage would exist based on our internal data. Wireless service is subject to network and transmission limitations, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service.



Coverage Legend

Red/Orange = Expected indoor coverage
Yellow/Green = In-Vehicle, but not always indoor coverage
Blue = Outdoor only coverage

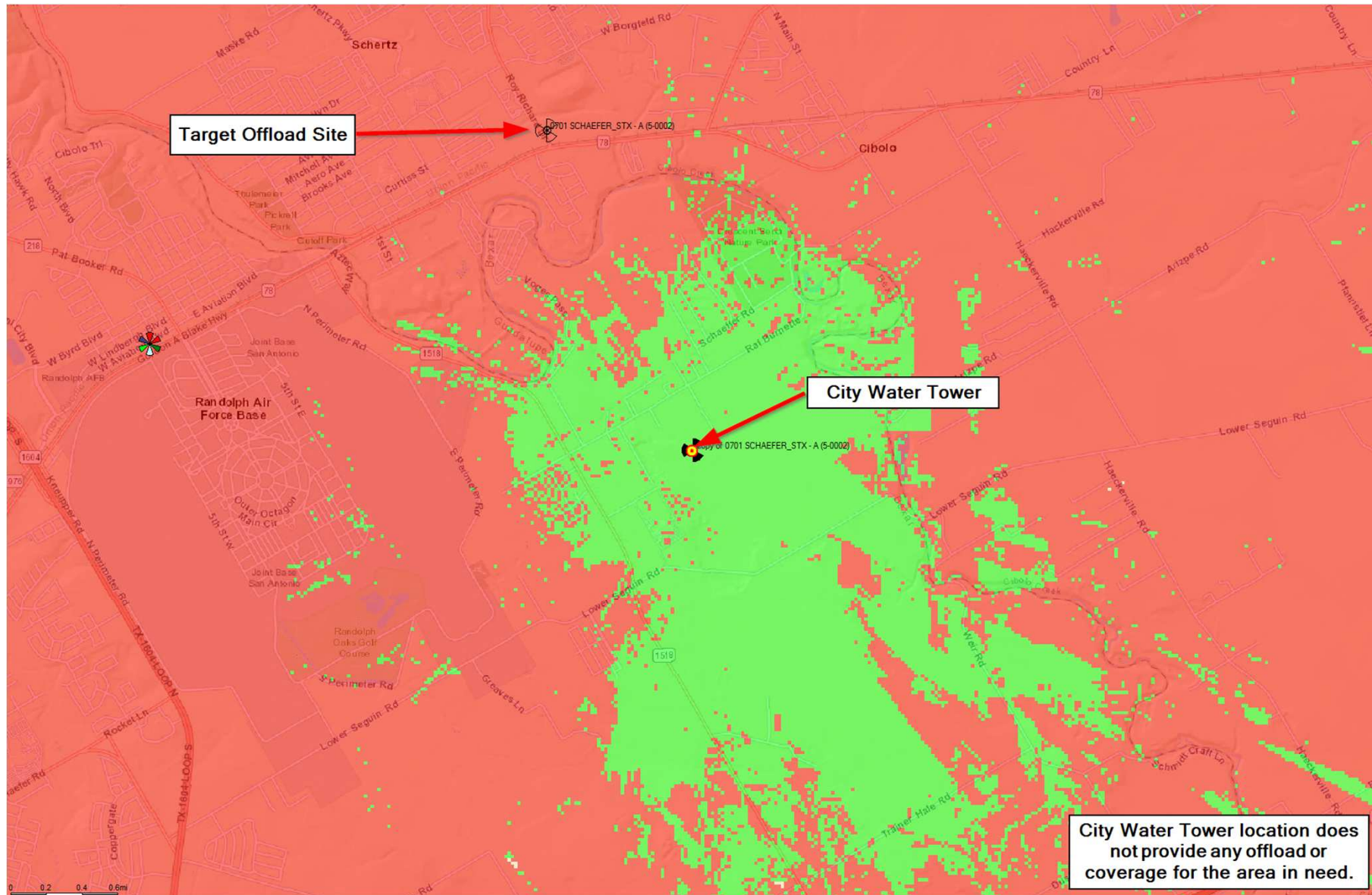
Best Server Plot With New Site (Green is the New Site's total footprint signal)



These maps are not a guarantee of coverage and are a general prediction of where coverage presently exists based on our internal data. Wireless service is subject to network and transmission limitations, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service.



Best Server Plot from City Water Tower location (Green is the New Site's total footprint signal)



These maps are not a guarantee of coverage and are a general prediction of where coverage presently exists based on our internal data. Wireless service is subject to network and transmission limitations, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service.

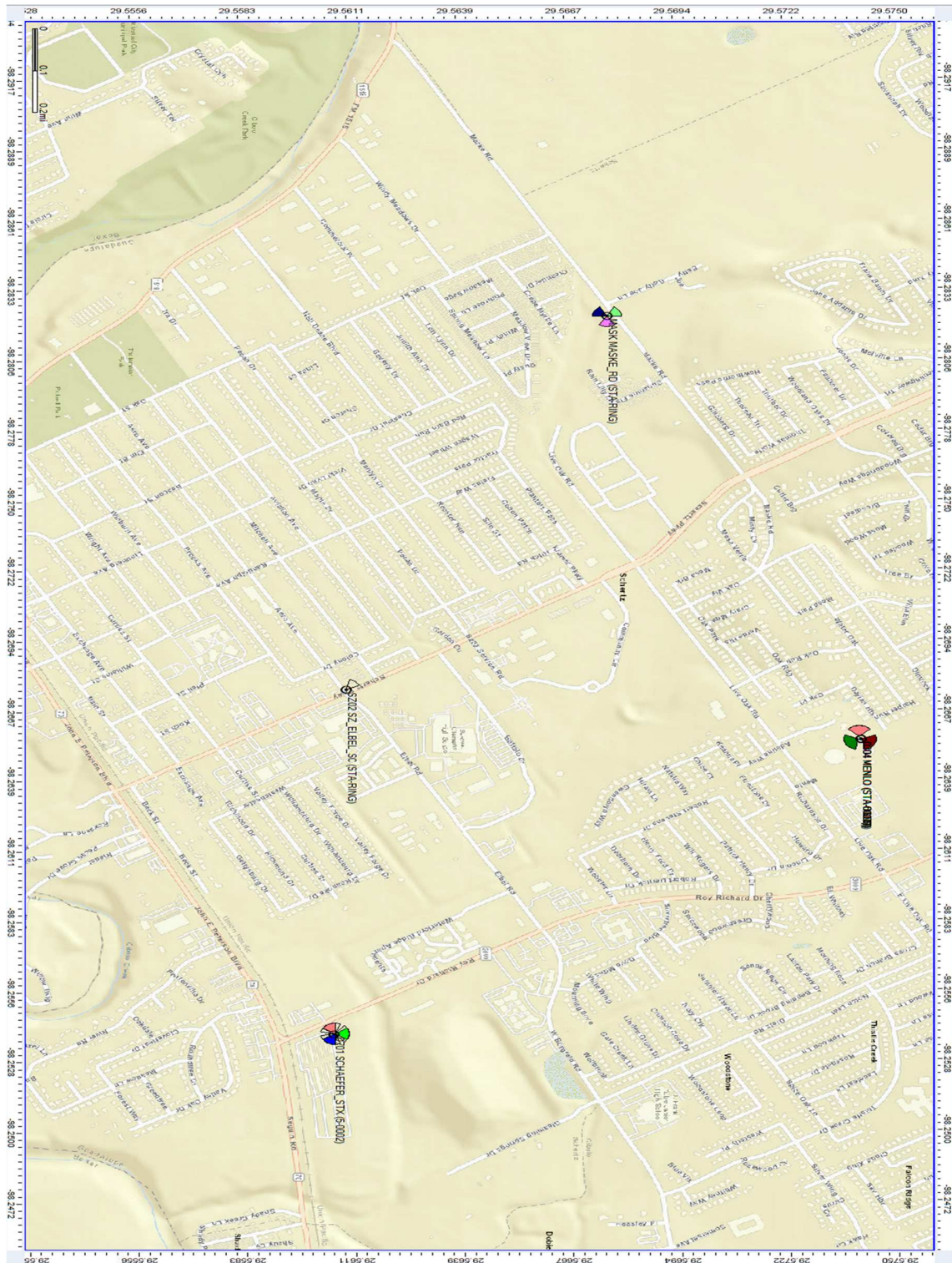


Cibilo Water Tower 2 miles SE

Existing Verizon site



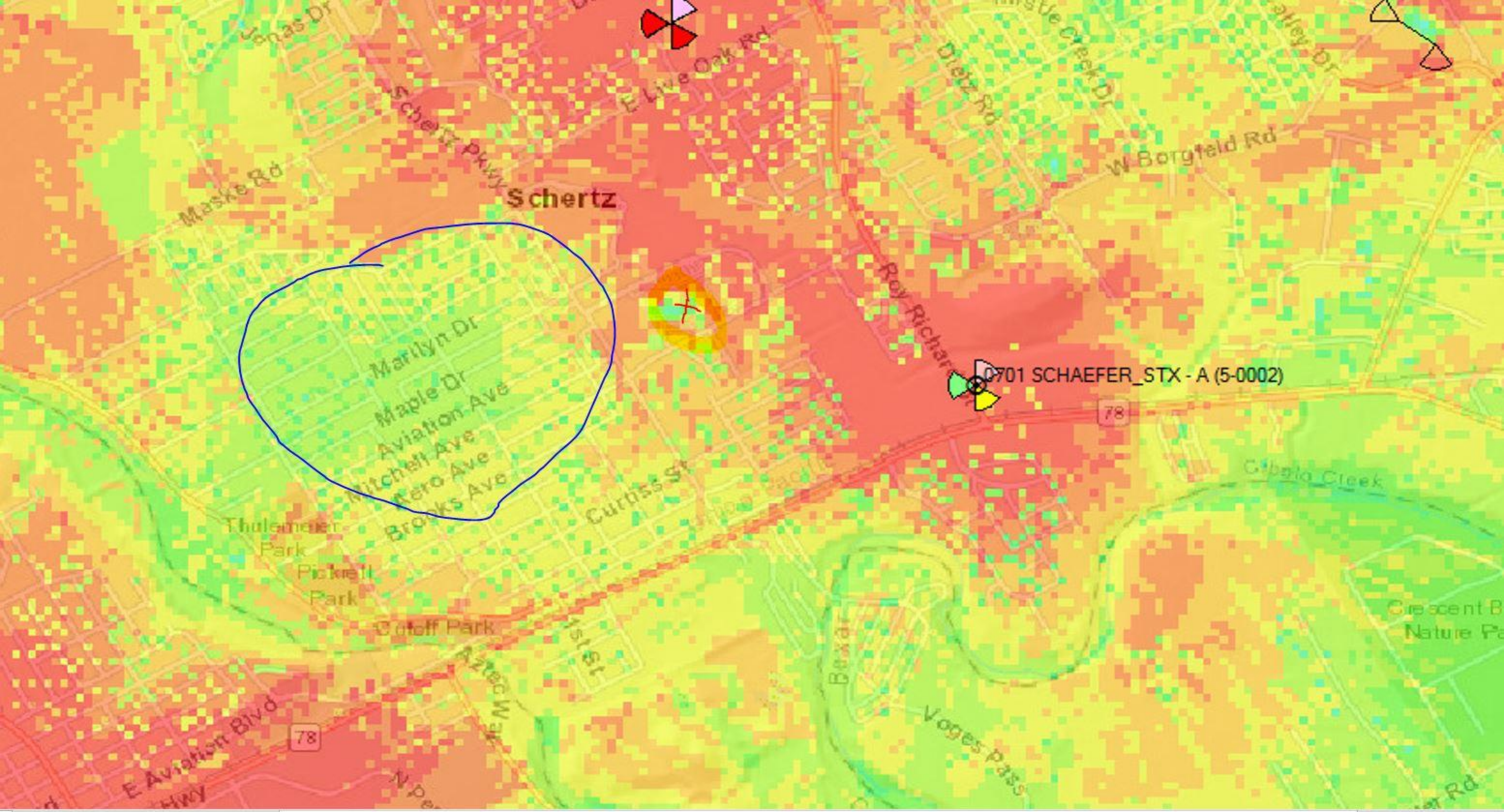
Thank you.

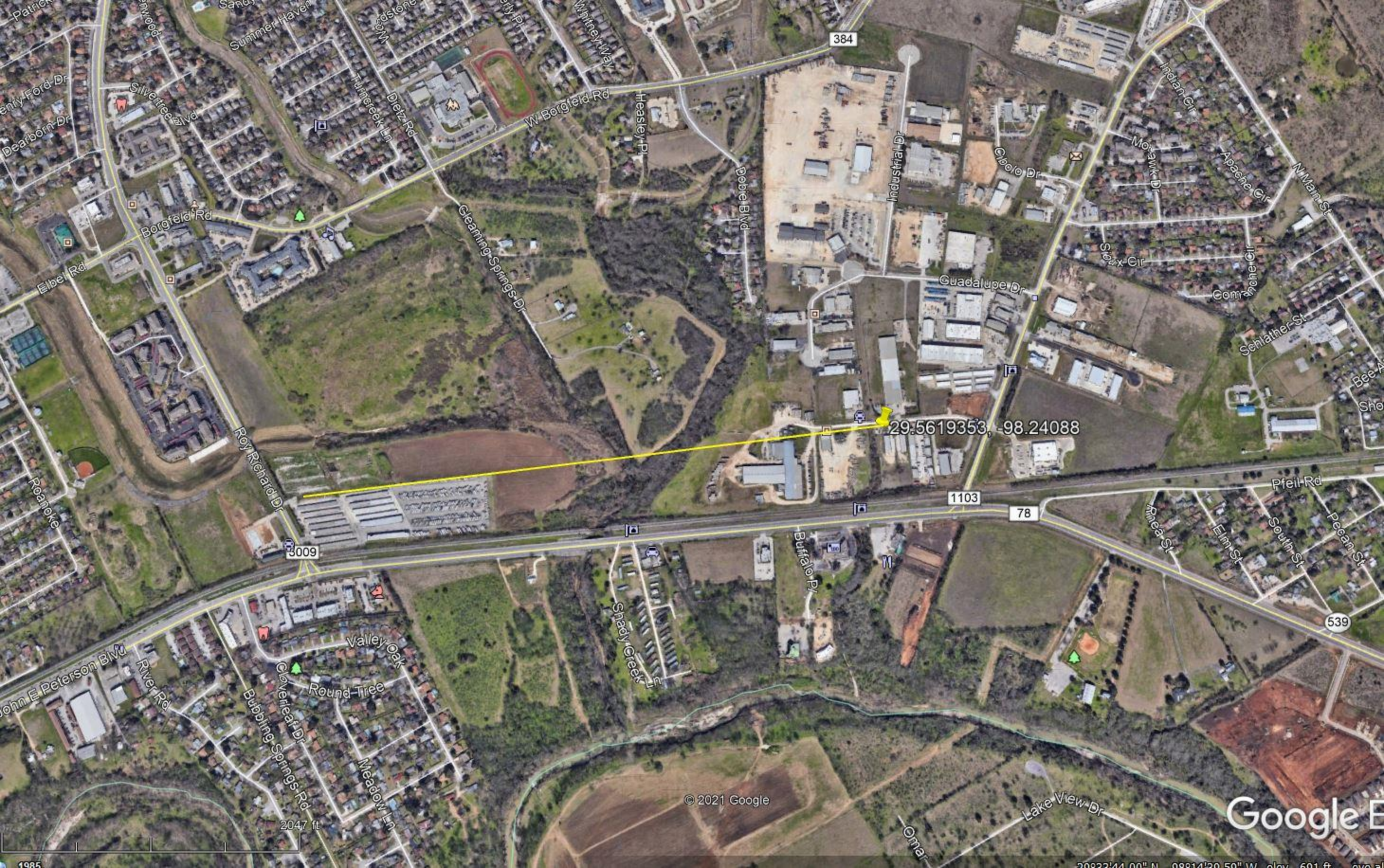


ProjectNumber: 16224285 LAT: 29.567718 LON: -98.282272

2 - A Small Cell / Medium Cell site Named SZ_ELBEL_SC: Name: SZ_ELBEL_SC

ProjectNumber: 2475302 LAT: 29.560963 LON: -98.267251





384

1103

78

539

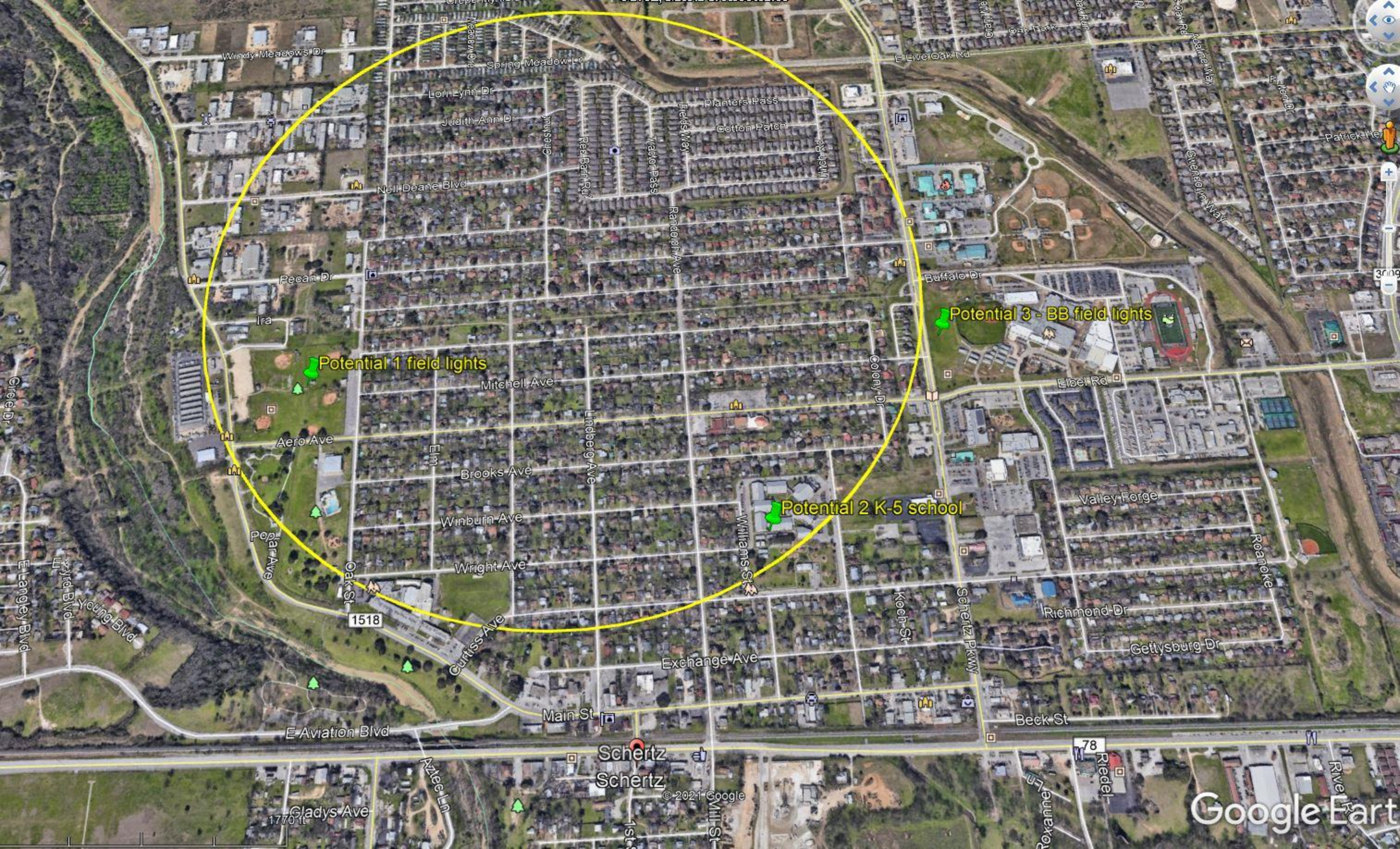
29.5619353, -98.24088

© 2021 Google

Google Earth

1985

30°22'44.00" N 98°14'20.50" W elev. 601 ft



Potential 1 field lights

Potential 2 K-5 school

Potential 3 - BB field lights

Google Earth

Site Candidate Summary

June 18, 2021
Verizon Site - Lockaway Storage

Proposed Wireless Telecommunication Facility in Schertz Texas

Prepared for



By **Vincent Gerard & Associates, Inc.**

Land Planning, Development & Zoning Consultants

1715 South Capital Of Texas Highway, Suite 207

Austin, Texas 78746

Vincentgerard.com | (512) 328-2693

Site Candidate Ring & Verizon Sites



Existing Adjacent Tracts in Search Ring – Zoning Map



Site #1 AT&T
Cibolo Tx
Site would
cover less
than 50% of
Coverage area
Leading to
another
Site necessary
in Schertz.
Also, Coverage
overlap from
Wal Mart SC
Rooftop –
4,200' east



Lockaway Storage • Schertz Texas - Top 50 site

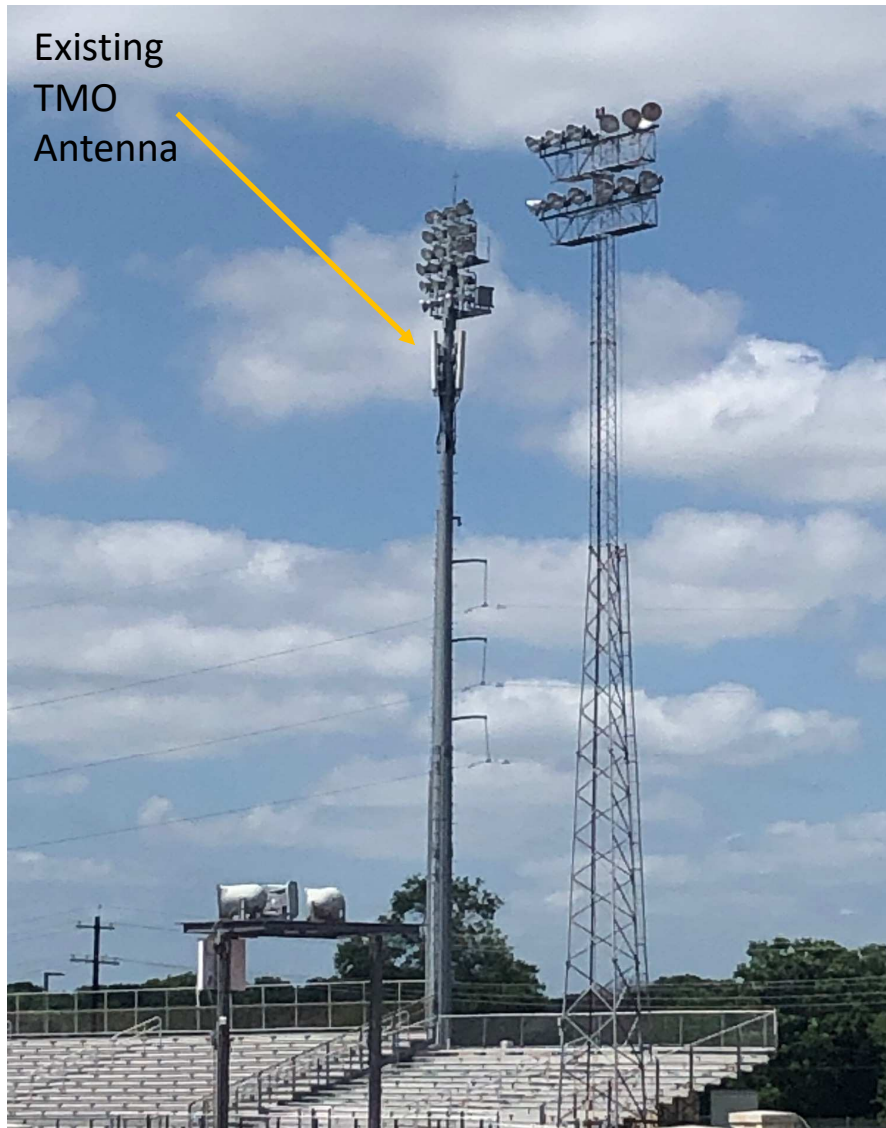
verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487

Site #2 Clemens
HS T-Mobile
Field Light Pole.
Site is limited to
one (1) structural
flush mount every
10' below existing
antenna, same
problem with Live
Oak Water Tower
Coverage area
Is not addressing
high demand,
Leading to another
Site necessary in
Schertz. This site
would work for
Planned Future
Elbel Small Cell



Lockaway Storage • Schertz Texas - Top 50 site

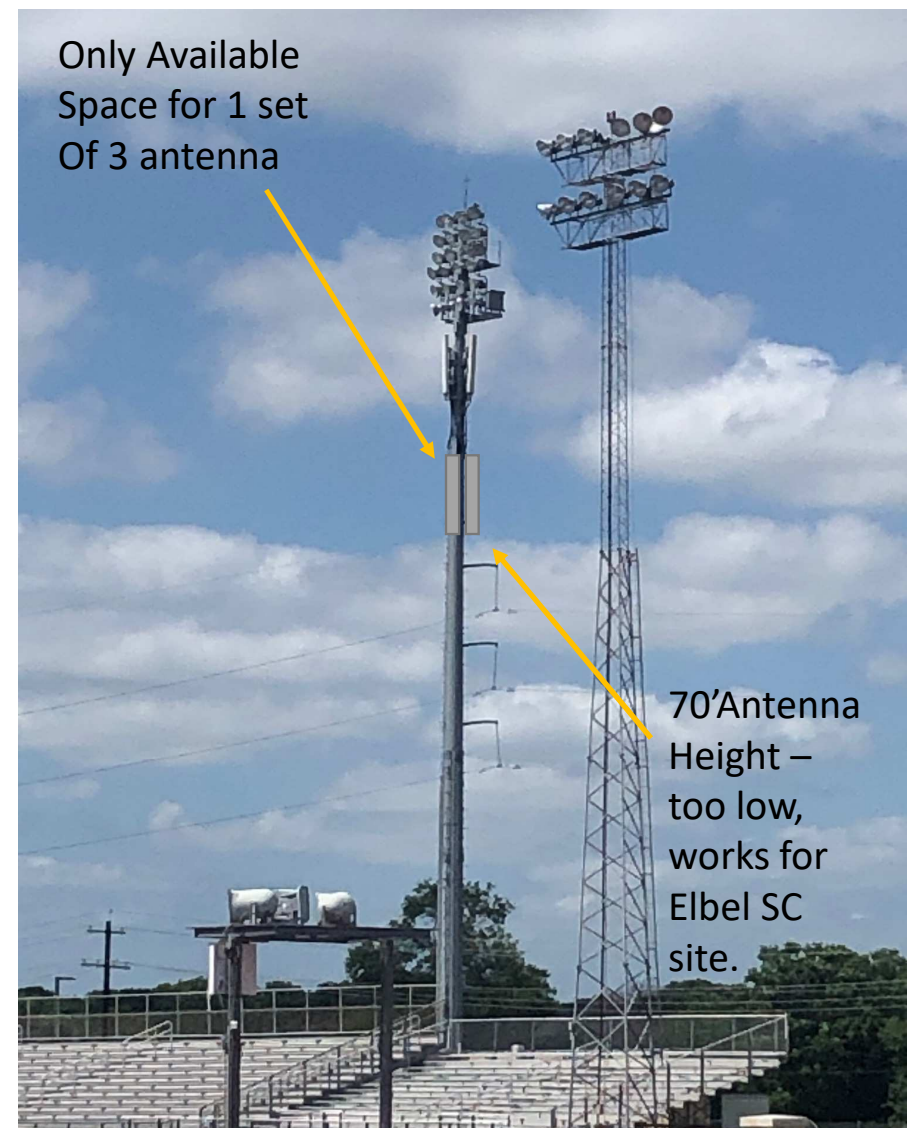
verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487



Existing
TMO
Antenna

verizon

Lockaway Storage • Schertz Texas - Top 50 site



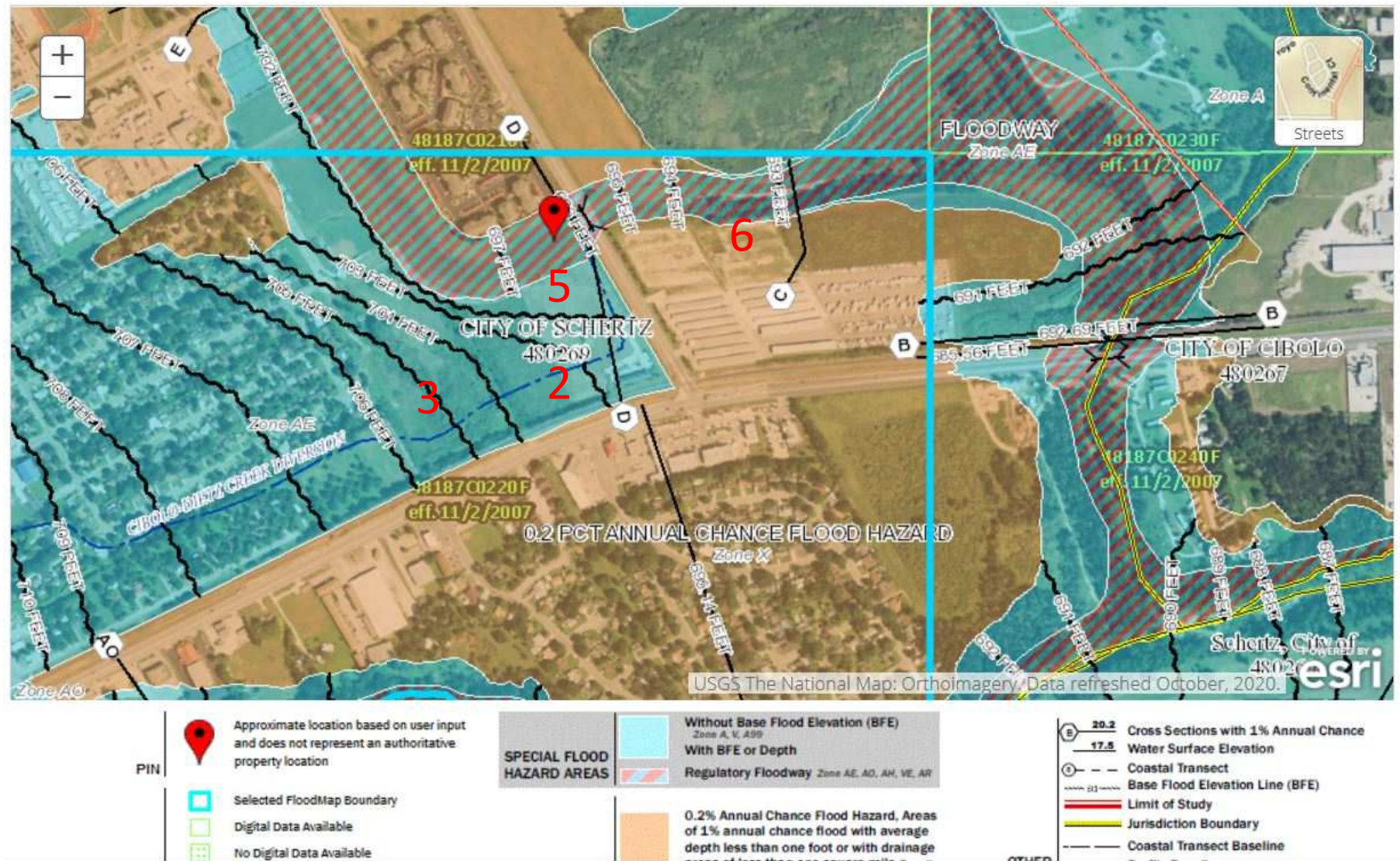
Only Available
Space for 1 set
Of 3 antenna

70'Antenna
Height –
too low,
works for
Elbel SC
site.

verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487



- 2. Floodplain
- 3. Floodplain
- 5. Floodplain
- 6. Floodplain & Floodway



Lockaway Storage • Schertz Texas - Top 50 site



Google Earth
verticalbridge
750 PARK OF COMMERCE DRIVE
ROCA RATON, FL 33487



Schertz
Corbett WT
(Future)
2 Miles South
Probable
Future Site
When
constructed
2022-2023



Lockaway Storage • Schertz Texas - Top 50 site



Cibolo WT
2 Miles East
Not within
The target
Coverage
Area.



Lockaway Storage • Schertz Texas - Top 50 site

Site Candidate Summary

This high priority site for a major intersection of FM 78 and Roy Richards Drive. Phone call & Data Volumes have exceeded the capacity of Verizon Menlo – Schertz WT on Live Oak, Over 126%. This candidate selection has taken the Verizon & Vertical Bridge Teams over 3 years We believe this study Shows that this is the only remaining parcel available.



CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Public Works
Subject: Resolution No. 21-R-70 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the purchase of vehicle maintenance equipment from JF Petroleum Group as part of the Fleet Maintenance Building Project and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

The City of Schertz has an existing building (Building 27 on Commercial Place), that was earmarked to be renovated into a state of the art Fleet Maintenance Building. The renovations to the building include creation of office spaces, fleet shop area, and sign shop.

On April 6, 2021, City Council approved Resolution 21-R-25 awarding the Guaranteed Maximum Price (GMP) contract for the general construction to FA Nunnelly. As detailed in the information provided with Resolution 21-R-25, the project team identified certain scope items that were more cost-effective to be managed directly by City Staff. The procurement and installation of the required vehicle maintenance equipment was one of the items proposed to be performed under a separate contract because City Staff was able to utilize a pre-negotiated BuyBoard contract with JF Petroleum Group.

Fleet Staff has also evaluated the existing equipment in the current Fleet Facility to identify which equipment can be moved over to the new facility in order to maximize the useful life of all equipment. Being able to continue utilizing several pieces of existing equipment resulted in a savings to the project.

The cost associated with the JF Petroleum Group proposal was included in the overall building renovation budget previously reviewed and approved by Council.

GOAL

Authorize the purchase of vehicle maintenance equipment from JF Petroleum Group as part of the Fleet Maintenance Building Project.

COMMUNITY BENEFIT

Outfitting the new Fleet Maintenance Building with appropriate equipment will allow the City's Fleet Staff to perform their work more efficiently and safely.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 21-R-70.

FISCAL IMPACT

The proposal by JF Petroleum Group came in at \$249,581.00, which is within the proposed budget estimate included in the original building renovation budget. The budget has been previously approved for the entire Building 27 project and this proposal is within that budget. The total approved project budget is \$1,846,814.00.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-70.

Attachments

RESOLUTION

Exhibit A JF Petroleum Proposal

RESOLUTION NO. 21-R-70

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PURCHASE OF VEHICLE MAINTENANCE EQUIPMENT FROM JF PETROLEUM GROUP AS PART OF THE FLEET MAINTENANCE BUILDING PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) has identified the building at 27 Commercial Place for renovation for the Fleet Maintenance Building; and

WHEREAS, the City can utilize BuyBoard contracts to obtain pre-negotiated goods without publicly advertising; and

WHEREAS, City Staff has evaluated the JF Petroleum Group proposal for completeness and overall value; and

WHEREAS, City has dedicated Facilities Maintenance Improvement Bond funds for the completion of this project; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City’s purchasing policy.

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 the

purchase of vehicle maintenance equipment with JF Petroleum in the form of a Purchase Order based on the proposal provided in Exhibit A.

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 27th day of July, 2021

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

50664954.1

- 2 -



Innovation that works.

DATE: July 20, 2021

Purchaser:

City of Schertz
10 Commercial Place, Bldg. 2
Schertz, TX 78154

WORK TO BE PERFORMED AT:

City of Schertz
 27 Commercial Place
 Schertz, TX 78154

Buy Board # 629-20 Through 11/21

JF Petroleum Group (hereinafter ("JF Petroleum Group" or "Seller")) agrees to furnish the following materials and, if asked, labor for the above referenced project, subject to the terms and conditions included in this agreement:

<u>Quantity</u>	<u>Description</u>	<u>Each</u>	<u>Net Amount</u>	<u>ETA</u>
1 ea. FlexMax 619	Mobile Column Set		\$ 66,615.00	35 Days
1 ea. HDC36U010RD	4 Post Lift, 25' Runways		\$ 38,118.00	35 Days
2 ea. RJ14BK	Air Operated Rolling Air Jacks @ \$10,227.00		\$ 20,454.00	21 Days
1 ea. M140133RD	10' Drive-Thru Ramp Kit		\$ 878.00	21 Days
1 ea. ARO22	Open Front Alignment Lift w/rolling jacks		\$ 30,131.00	65 Days
1 ea. S100192	Drive-Thru Ramp Kit for ARO22		\$ 865.00	65 Days
1 ea. R1070CCD	Alignment Machine		\$ 13,628.00	2 Days
1 ea. R5000HD	Truck Alignment Machine		\$ 25,834.00	2 Days
1 ea. R1150*	Leverless Tire Machine		\$ 11,065.00	2 Days
1 ea. R180*	3D Automatic Wheel Balancer		\$ 9,737.00	2 Days
1 ea.	Steel Surcharge		\$ 10,381.00	
	Estimated Freight		\$ 13,625.00	
Installation Charges				
1 ea. FlexMax 619	Mobile Column Set		\$ Included	
1 ea. HDC36U010RD	4 Post Lift, 25' Runways		\$ 3,000.00	
2 ea. RJ14BK	Air Operated Rolling Air Jacks @ \$10,227.00		\$ Included Above	
1 ea. M140133RD	10' Drive-Thru Ramp Kit		\$ Included Above	
1 ea. ARO22	Open Front Alignment Lift w/rolling jacks		\$ 3,000.00	
1 ea. S100192	Drive-Thru Ramp Kit for ARO22		\$ Included Above	
1 ea. R1070CCD	Alignment Machine		\$ 800.00	
1 ea. R5000HD	Truck Alignment Machine		\$ 1,000.00	
1 ea. R1150*	Leverless Tire Machine		\$ 250.00	
1 ea. R180*	3D Automatic Wheel Balancer		\$ 200.00	

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF TWO HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$249,581.00) (the "Agreement Price") which does not include sales tax.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:**Net 30 Days****Items, which are not part of this proposal:****Electrical connections**

- A separate quote can be provided for the tire machine and wheel balancer recommended by the Rotary factory rep, in lieu of the ones quoted above.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Public Works
Subject: Resolution No. 21-R-67- Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the water CCN transfer from New Braunfels Utilities in the Rolling Hills Ranch Development to the City of Schertz. (C. Kelm/S. Williams/S. Mayfield)

BACKGROUND

NBU provides retail water service CCN No. 10677, issued by the Public Utility Commission of Texas (“PUC”) to the City of New Braunfels for the provision of retail water services to certain areas in and about Comal County and Guadalupe County. Schertz provides retail water service CCN No. 10645, issued by the PUC, for the provision of retail water to certain areas in and about Bexar County, Comal County, and Guadalupe County. The boundaries of the NBU water CCN and the Schertz water CCN are adjacent to one another in various areas. Developer has requested NBU transfer approximately 28.96 acres of its water CCN to the city of Schertz.

GOAL

To provide water service to new developing areas inside the city limits of Schertz.

COMMUNITY BENEFIT

Residents will be supplied ample quantities of water for domestic use, as well as support fire flow in newly developing areas of the city.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution authorizing the water CCN transfer from New Braunfels Utilities in the Rolling Hills Ranch development to the City of Schertz.

FISCAL IMPACT

The Developer agrees to pay all the expenses of NBU and Schertz in connection with this transfer.

RECOMMENDATION

Staff recommends Council approve Resolution authorizing the water CCN transfer from New Braunfels Utilities in the Rolling Hills Ranch development to the City of Schertz.

Attachments

Resolution 21-R-67
NBU agreement

RESOLUTION 21 - R - 67

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING AND AUTHORIZING THE WATER CCN TRANSFER FROM NEW BRAUNFELS UTILITIES IN THE ROLLING HILLS RANCH DEVELOPMENT TO THE CITY OF SCHERTZ.

WHEREAS, NBU provides retail water service under water CCN No. 10677, issued by the Public Utility Commission of Texas ("PUC") to the City of New Braunfels for the provision of retail water services to certain areas in and about Comal County and Guadalupe County, as generally depicted in Exhibit A;

WHEREAS, Schertz provides retail water service under water CCN No. 10645, issued by the PUC, for the provision of retail water to certain areas in and about Bexar County Comal County and Guadalupe County, as generally depicted in Exhibit B;

WHEREAS, the boundaries of the NBU water CCN and the Schertz water CCN are adjacent to one another in various areas;

WHEREAS, Developer has requested that NBU transfer approximately 28.96 acres of its water CCN located within Guadalupe County along the border with Comal County, located to the west of the intersection of the Guadalupe-Comal county line and Engel Road within the city limits of the City of Schertz, which acreage forms the northernmost portion of Units 3B and 4 of the "Parklands Subdivision" and is more particularly depicted in Exhibit C (the "Property") to Schertz, so that Schertz, which serves other portions of the Parklands Subdivision within its CCN area, might provide retail water services to the Property;

WHEREAS, the Property, which is part of an 89.50-acre tract out of Abstract G-A0253, John Noyes Survey, owned by Developer that is identified as PID#165195, Guadalupe County Appraisal District records, and depicted in Exhibit D, is currently undeveloped, and NBU does not currently have any water connections within the Property or near the Property;

WHEREAS, Schertz currently has water connections or water facilities adjacent to, or near the Property, including other portions of the Parklands Subdivision owned by the Developer; and

WHEREAS, NBU and Schertz are amenable to altering the boundaries of their respective CCNs by transferring the Property contained within the boundaries of the NBU CCN to Schertz so that the Property is removed from the NBU water CCN and added to the Schertz water CCN.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

Water CCN

1. The Parties hereby incorporate by this reference the recitals set forth above in this Agreement.
2. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, NBU hereby agrees to the modification of the boundaries of its CCN No.

10677 to exclude the approximately 28.96-acre area contained within the Property, such area to be transferred from NBU's CCN No. 10677 to the area to be encompassed within Schertz's CCN No. 10645.

3. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, Schertz hereby agrees to the expansion and modification of the boundaries of its CCN No. 10645 to include the area contained within the Property, such area to be transferred from NBU's CCN No. 10677 to the area to be encompassed within Schertz's CCN No. 10645.

4. NBU shall be responsible for preparing and filing the application to obtain the PUC's approval of the CCN transfer of the Property between Schertz and NBU. NBU shall also be responsible for hiring a third party-vendor to prepare hard copy maps with supporting electronic metadata for the Property that satisfies the PUC rules. The Parties hereto agree to cooperate and coordinate in seeking PUC approvals contemplated under this agreement.

5. The Developer agrees to pay all the expenses of NBU and Schertz in connection with this transfer, including, but not limited to, the following as may be applicable:

a. legal fees for NBU and Schertz;

b. PUC administrative fees, if any; and

c. fees associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Property filed in connection with the PUC application.

6. Schertz and NBU agree that no compensation shall be due and owing between Schertz and NBU in conjunction with such transfer as no real or personal property of either party is being affected by such transfer.

7. Schertz shall not commence providing retail water services for compensation to the Developer or any retail customer on the Property until the PUC has authorized the CCN transfer of the Property between Schertz and NBU.

8. Schertz shall not approve any documents indicating that Schertz is the retail water services provider prior to the PUC authorizing the CCN transfer of the Property between Schertz and NBU.

9. Schertz agrees that, upon approval of the revision to its CCN boundaries by the PUC to remove the Property presently within the boundaries of NBU's CCN No. 10677, NBU shall have no further obligation to provide retail water service to the Property, and that, upon PUC inclusion of the Property within the boundaries of Schertz's CCN No. 10645, Schertz shall be solely responsible for the provision of retail water service to any owner or occupant of, or customers on, the Property under such terms and condition as are allowed under its CCN and any applicable governmental statutes and regulations.

General Provisions

1. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GUADALUPE COUNTY, TEXAS, AND IT IS AGREED THAT ANY

CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith, SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN COMAL COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINISTRATIVE LAW ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith, SHALL BE BROUGHT AT THE PUC OR ITS SUCCESSOR AGENCY.

2. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3. Unintended Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Agreement shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

4. Amendment. This Agreement shall not be amended or terminate except by an instrument signed by all parties to this Agreement.

5. Entire Agreement. This Agreement reflects the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.

6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW BRAUNFELS UTILITIES,

a Texas municipal owned utility

By: _____

Ian Taylor, CEO

The City of Schertz, Texas

a Texas municipality

By: _____

Title: _____

Rolling Hills Ranch Development, Ltd.,

a Texas limited partnership

By: Rolling Hills Ranch Management, L.C.,

a Texas limited liability company,

its Sole General Partner

By: _____

William W. Alston, Manager

WATER CCN TRANSFER AGREEMENT

This **WATER CCN TRANSFER AGREEMENT** is entered into this ____ day of _____, 2021 (this “Agreement”), by and among **NEW BRAUNFELS UTILITIES**, a Texas municipally-owned utility (“NBU”), **CITY OF SCHERTZ, TEXAS**, a municipality (“Schertz”), and **ROLLING HILLS RANCH DEVELOPMENT, LTD.**, a Texas limited partnership (the “Developer,” and, together with NBU and Schertz, the “Parties”), in connection with the boundary lines of the Certificates of Convenience and Necessity (“CCNs”) held by NBU and Schertz for the provision of water services to users pursuant to the Texas Water Code (“TWC”).

RECITALS:

WHEREAS, NBU provides retail water service under water CCN No. 10677, issued by the Public Utility Commission of Texas (“PUC”) to the City of New Braunfels for the provision of retail water services to certain areas in and about Comal County and Guadalupe County, as generally depicted in **Exhibit A**;

WHEREAS, Schertz provides retail water service under water CCN No. 10645, issued by the PUC, for the provision of retail water to certain areas in and about Bexar County Comal County and Guadalupe County, as generally depicted in **Exhibit B**;

WHEREAS, the boundaries of the NBU water CCN and the Schertz water CCN are adjacent to one another in various areas;

WHEREAS, Developer has requested that NBU transfer approximately 28.96 acres of its water CCN located within Guadalupe County along the border with Comal County, located to the west of the intersection of the Guadalupe-Comal county line and Engel Road within the city limits of the City of Schertz, which acreage forms the northernmost portion of Units 3B and 4 of the “Parklands Subdivision” and is more particularly depicted in **Exhibit C** (the “Property”) to Schertz, so that Schertz, which serves other portions of the Parklands Subdivision within its CCN area, might provide retail water services to the Property;

WHEREAS, the Property, which is part of an 89.50-acre tract out of Abstract G-A0253, John Noyes Survey, owned by Developer that is identified as PID#165195, Guadalupe County Appraisal District records, and depicted in **Exhibit D**, is currently undeveloped, and NBU does not currently have any water connections within the Property or near the Property;

WHEREAS, Schertz currently has water connections or water facilities adjacent to, or near the Property, including other portions of the Parklands Subdivision owned by the Developer; and

WHEREAS, NBU and Schertz are amenable to altering the boundaries of their respective CCNs by transferring the Property contained within the boundaries of the NBU CCN to Schertz so that the Property is removed from the NBU water CCN and added to the Schertz water CCN.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

Water CCN

1. The Parties hereby incorporate by this reference the recitals set forth above in this Agreement.
2. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, NBU hereby agrees to the modification of the boundaries of its CCN No. 10677 to exclude the approximately 28.96-acre area contained within the Property, such area to be transferred from NBU's CCN No. 10677 to the area to be encompassed within Schertz's CCN No. 10645.
3. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, Schertz hereby agrees to the expansion and modification of the boundaries of its CCN No. 10645 to include the area contained within the Property, such area to be transferred from NBU's CCN No. 10677 to the area to be encompassed within Schertz's CCN No. 10645.
4. NBU shall be responsible for preparing and filing the application to obtain the PUC's approval of the CCN transfer of the Property between Schertz and NBU. NBU shall also be responsible for hiring a third party-vendor to prepare hard copy maps with supporting electronic metadata for the Property that satisfies the PUC rules. The Parties hereto agree to cooperate and coordinate in seeking PUC approvals contemplated under this agreement.
5. The Developer agrees to pay all the expenses of NBU and Schertz in connection with this transfer, including, but not limited to, the following as may be applicable:
 - a. legal fees for NBU and Schertz;
 - b. PUC administrative fees, if any; and
 - c. fees associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Property filed in connection with the PUC application.
6. Schertz and NBU agree that no compensation shall be due and owing between Schertz and NBU in conjunction with such transfer as no real or personal property of either party is being affected by such transfer.
7. Schertz shall not commence providing retail water services for compensation to the Developer or any retail customer on the Property until the PUC has authorized the CCN transfer of the Property between Schertz and NBU.
8. Schertz shall not approve any documents indicating that Schertz is the retail water services provider prior to the PUC authorizing the CCN transfer of the Property between Schertz and NBU.

9. Schertz agrees that, upon approval of the revision to its CCN boundaries by the PUC to remove the Property presently within the boundaries of NBU's CCN No. 10677, NBU shall have no further obligation to provide retail water service to the Property, and that, upon PUC inclusion of the Property within the boundaries of Schertz's CCN No. 10645, Schertz shall be solely responsible for the provision of retail water service to any owner or occupant of, or customers on, the Property under such terms and condition as are allowed under its CCN and any applicable governmental statutes and regulations.

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2. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
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4. Amendment. This Agreement shall not be amended or terminate except by an instrument signed by all parties to this Agreement.
5. Entire Agreement. This Agreement reflects the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.
6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: _____
Ian Taylor, CEO

The City of Schertz, Texas
a Texas municipality

By: _____

Title: _____

Rolling Hills Ranch Development, Ltd.,
a Texas limited partnership

By: Rolling Hills Ranch Management, L.C.,
a Texas limited liability company,
its Sole General Partner

By: _____
William W. Alston, Manager

Public Utility Commission
Water and Sewer CCN Viewer

Find address or place

Legend Layers Basemap gallery Measure Details Share Print

Certified Service Area (Water)

CCN No.	10677
Utility	CITY OF NEW BRAUNFELS
CCN Type	Bounded Service Area
Status	Commission Approved

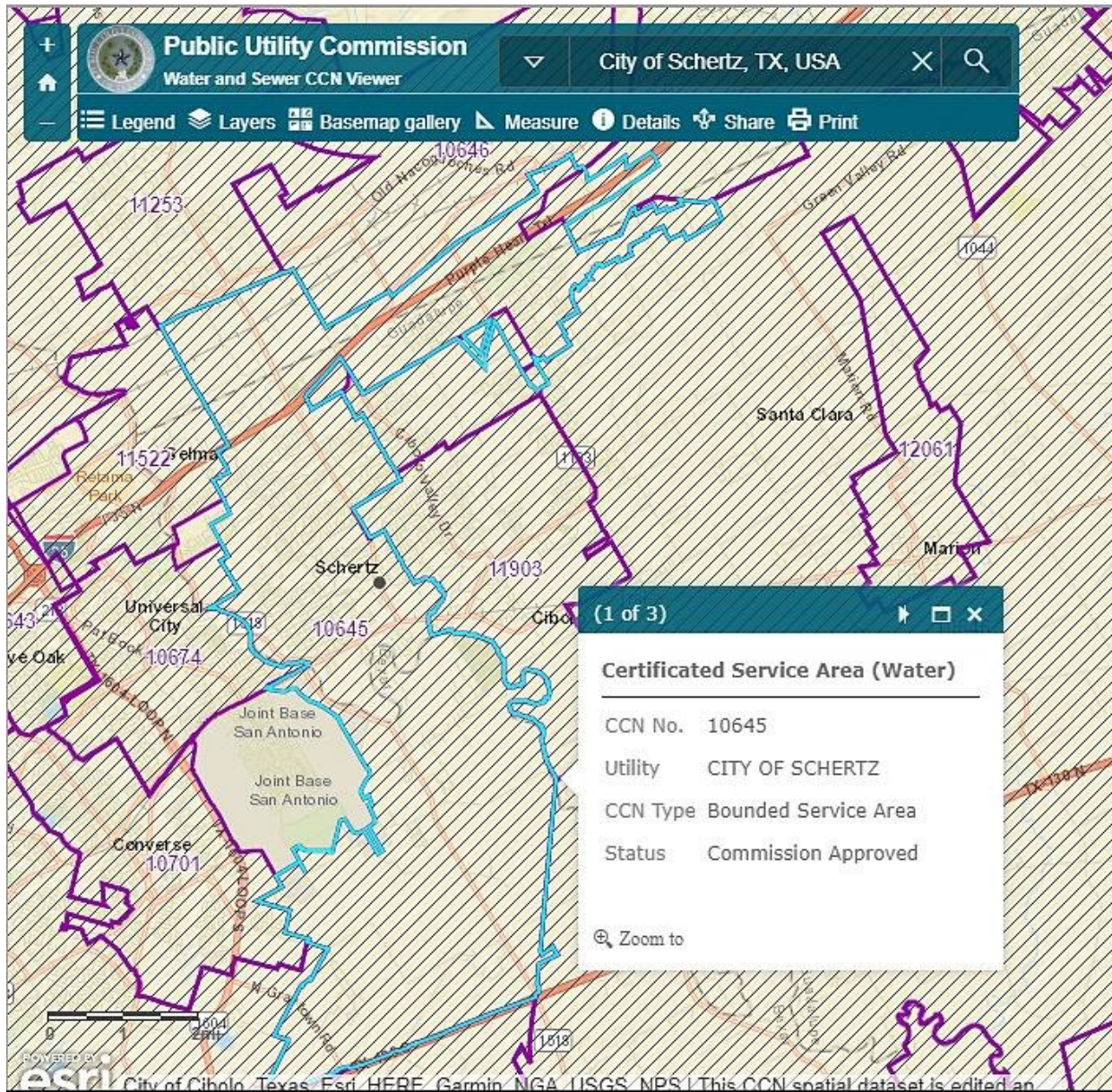
Zoom to

POWERED BY **esri**

This CCN spatial dataset is edited and managed in GIS by Komal Patel and Tracy Montes, the Senior Cartographers and C...

CCN Transfer Agreement (NBU/Schertz)

Exhibit B
City of Schertz Water CCN No. 10645



Source: PUC CCN Viewer, <https://www.puc.texas.gov/industry/water/utilities/map.aspx> (May 21, 2021).

LEGEND

- ROADS
- COUNTY LINE
- PROP. SEWER CCN AREA

HWY 35

ENGEL ROAD

SCHMUCKS' RD.

ENGEL RD.

COMAL COUNTY

GUADALUPE COUNTY

PROPOSED ± 28.96 AC. ADDITIONAL CCN AREA

UTILITY ENGINEERING GROUP PLLC

256 GERMANTOWN BLVD. SUITE 200, TEXAS 78134-0000-254-0000
Texas Engineering Firm #008720

SCALE: 1" = 800'

DATE: 23 July, 2016

PROJECT NO: 8002-07

DESIGNED BY: PD

DRAWN BY: PD

CHECKED BY: DK

CITY OF SCHERTZ
DETAILED MAP

OVERALL PROPOSED SEWER CCN
AREA - PARKLANDS

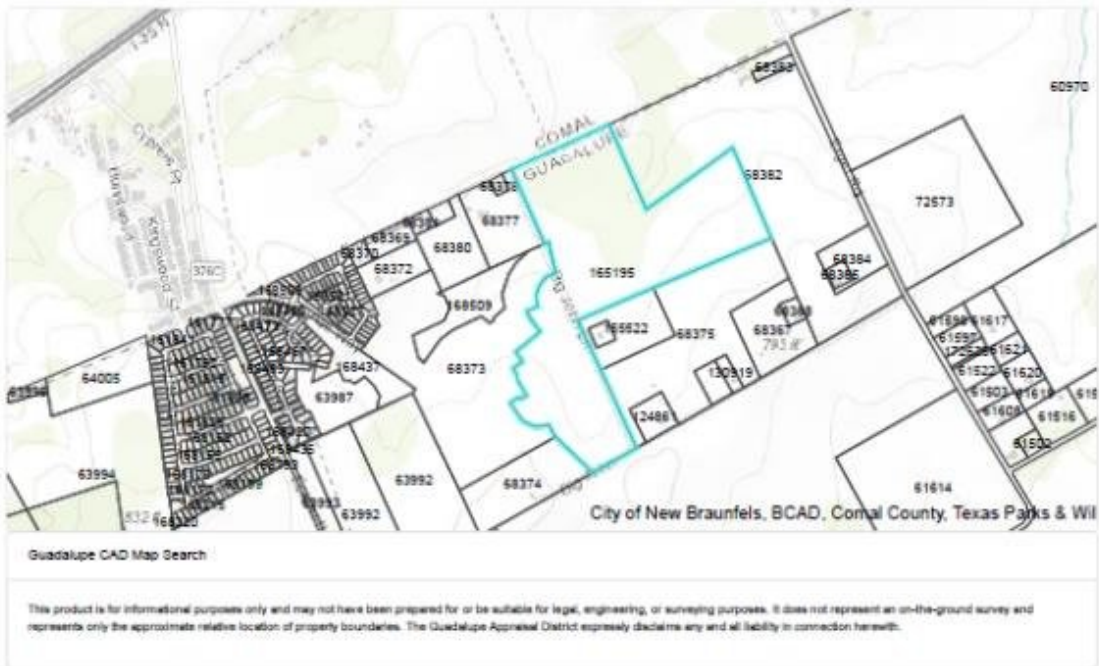
SHEET: 01

Exhibit D
89.50 acres of Rolling Hills Ranch Development, Ltd.
(PID# 165195)

5/21/2021

Guadalupe CAD Map Search

Property Identification #: 165195	Property Information: 2021	Owner Identification #: 171166
Geo ID: 290253-0000-00331-0-00 Site Address: Null Property Type: Real State Code: D3	Legal: ABS: 253 SUR: JOHN NOYES Description: 89.50 AC. Abstract: G A0253 Neighborhood: RURAL NBHD GEO REGION Appraised Value: \$17,274.00 Jurisdictions: GCO, LTR, CSC, CAD, COB	Name: ROLLING HILLS RANCH DEVELOPMENT LTD Exemptions: DEA: Null



<https://propaccess.trueautomation.com/mapSearch/propertyPrint.html?id=2&p=165195>

1/1

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Engineering
Subject: Resolution No. 21-R-73 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement with Terracon Consultants, Inc., for Geotechnical Services related to the Schertz Street Preservation and Maintenance Program and authorizing budget expenditures for the project and other matters in connection therewith. (B. James/K. Woodlee/J. Nowak)

BACKGROUND

City Staff has identified some streets in the City where it is desirable to have some geotechnical investigations done to get a better understanding of the existing street section and underlying soil conditions. This information will be used to help plan for future street projects. The list of streets is as follows:

Boening Drive
Doerr Lane
Lookout Road (west of Doerr Lane)
Lower Seguin Road (west of FM 1518)
Old Wiederstein Road
Schertz Parkway (north of Woodland Oaks Drive)

Other than Doerr Lane, the streets identified represent projects on the 5-year SPAM plan or projects listed in the Capital Recovery (Traffic Impact Fee) CIP list. Staff has noticed more rapid deterioration occurring in Doerr Lane and as a result, has added that street to the list to help determine why the street that is occurring. When the cost estimates were prepared for most of the projects listed in the Capital Recovery Project and 5-yr SPAM CIP, certain assumptions were made based on anecdotal information. Specifically, the goal was to be able to “salvage” the existing street section and use it as a “base” for the improved street section. The geotechnical investigation will confirm this assumption or provide clear direction on what needs to be constructed for each roadway. For example, the geotechnical investigation proposed for Schertz Parkway will confirm if we can do the originally planned 2” mill and overlay identified in the 5-yr SPAM CIP or if something similar to what was done last summer on Schertz Parkway south of Live Oak (4” mill and overlay) is required.

Terracon is one of the City's On-Call Geotechnical Engineering firms that was selected and awarded an on-call contract based on an RFQ and are able to provide these types of professional services. Staff negotiated a scope and fee proposal to provide the desired geotechnical investigations and the creation of a report to identify the most appropriate path forward on each of the listed streets.

GOAL

To obtain authorization from City Council to execute a Task Order Agreement with Terracon Consultants, Inc. to provide professional engineering-related services for \$65,845, and to authorize a not to exceed amount of \$70,000 for the Schertz SPAM Geotechnical Services Project.

COMMUNITY BENEFIT

Completing the geotechnical investigations will provide for a better understanding of the existing street sections. The additional information will allow for the project estimated costs to be revised, if necessary, and improve planning efforts for the projects.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-73 authorizing a Professional Services Contract with Terracon Consultants Inc. for a not to exceed amount of \$60,000 for the Schertz SPAM Geotechnical Services Project.

FISCAL IMPACT

Funding for the Geotechnical Evaluation project is available in the excess general fund reserves already earmarked for SPAM projects.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-73, a Task Order Agreement with Terracon Consultants Inc. for \$65,845 and a not to exceed amount of \$70,000 for the Schertz SPAM Geotechnical Services project.

Attachments

Resolution 21-R-73
Terracon Task Order #2

RESOLUTION NO. 21-R-73

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR GEOTECHNICAL SERVICES RELATED TO THE SCHERTZ STREET PRESERVATION AND MAINTENANCE PROGRAM AND AUTHORIZING BUDGET EXPENDITURES FOR THE 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 subsurface geotechnical sampling and analysis of various city streets; and

WHEREAS, Terracon Consultants Inc. is an on-call Geotechnical Engineering firm with the City of Schertz and is qualified to provide such services; and

WHEREAS, Terracon Consultants Inc. is able to provide the requested subsurface geotechnical sampling and analysis; 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 Terracon Consultants Inc. pursuant to the Agreement attached hereto as Exhibit A (the “Agreement”) for \$65,845 and a not to exceed amount of \$70,000.

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 Task Order Agreement with Terracon Consultants, Inc. in accordance with the Agreement in substantially the form set forth on Exhibit A in the amount of \$65,845 and authorize the City Manager to execute and deliver the Agreement in a not to exceed amount of \$70,000.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

TERRACON CONSULTANTS, INC.

TASK ORDER NO. 2 SERVICES AGREEMENT

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. <u>2</u> , consisting of <u>29</u> pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order;
- b. Owner: City of Schertz
- c. Engineer: Terracon Consultants, Inc
- d. Specific Project (title): Schertz Street Preservation and Maintenance Project
- e. Specific Project (description):
City of Schertz is requesting Terracon to provide Geotechnical Engineering Services at various locations described in proposal no. P90215148R dated July 22, 2021.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☒ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

B. Resident Project Representative (RPR) Services Does Not apply

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit Does not apply

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate "Does not apply" or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$ _____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services None

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate "None" here in 2.D, or delete 2.D in its entirety.]***

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

[or]

- ☒ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. **Task Order Schedule** as stated in the attached proposal (Exhibit A)

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$ 65,845.00	[Lump Sum]
TOTAL COMPENSATION (lines 1.a-h)	\$65,845.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

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

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: _____

Print Name: Gregory Stieben, P.E., D.GE

Title: _____

Title: Senior Consultant

Engineer License or Firm's
Certificate No. (if required):

TX F3272

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Gregory Stieben, P.E., D.GE

Title: _____

Title: Senior Consultant

Address: _____

Address: 6911 Blanco Road
San Antonio, Tx 78216

E-Mail

Address: _____

E-Mail

Address: _____

gregory.stieben@terracon.com

Phone: _____

Phone: _____

(210) 714-2143

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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July 22, 2021

City of Schertz
10 Commercial Place, Bldg. 2
Schertz, TX 78154

Attn: Mr. John Nowak, P.E.
D: (210) 619-1825
M: (210) 380-5574
E: jnowak@schertz.com

Re: Revised Proposal for Geotechnical Engineering Services
Schertz Street Preservation and Maintenance Project
Various City Streets
Schertz, Texas
Terracon Proposal Number: P90215148R

Dear Mr. Nowak:

Based on an email request dated May 11, 2021, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this revised proposal to provide geotechnical engineering services for the above referenced project. We understand we have been selected based on qualifications to provide Geotechnical Engineering services on this project. Therefore, providing cost information is in compliance with the Texas Professional Services Procurement Act and the Texas Govt Code Section 2254.004. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

Project information

We understand the City of Schertz is planning roadway and drainage improvements in various streets as part of the Street Preservation and Maintenance (SPAM) program. A plan of the project sites illustrating boring locations has been provided.

Street	Proposed Improvements
Boenig Drive	Salvage existing pavement, incremental widening on each side, and improve drainage by re-grading borrow ditches.
Doerr Lane	Identify current pavement section and identify pavement section needed for reconstruction.
Lookout Road	Identify current pavement section and identify pavement section needed for reconstruction.
Lower Seguin Road	Salvage existing pavement and use as base for new middle section of the roadway, incremental widening on each side
Old Wiederstein Road	Salvage existing pavement, incremental widening on each side



Revised Proposal for Geotechnical Engineering Services

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R

Street	Proposed Improvements
Schertz Parkway (North and South of I-35)	Intent is to do a 2" mill and overlay (or a micro-paving layer) on the street, and verify the pavement thickness and base layer thickness of the existing section. Sections may vary from one side to the other in the section south of I-35. If there is not enough pavement thickness, then intent is to verify if milling 4" of material out and replacing with 4" of new pavement instead of full reconstruction is possible.

Site Location

The City Roadway improvement will be for the following city streets:

Street	Limits	Length (ft)
Boenig Drive	Scenic Lake Drive to Ware Seguin Road	7,000
Doerr Lane	Lookout Road to Old FM 2252	5,200
Lookout Road	Schertz Parkway to Doerr Lane	3,200
Lower Seguin Road	Citadel Peak to FM 1518	13,800
Old Wiederstein Road	Cibolo Valley Drive to FM 1103	9,600
Schertz Parkway (North of I-35)	I-35 Frontage Road to Lookout Road	3,650
Schertz Parkway (South of I-35)	I-35 Frontage Road to Woodland Oaks Drive	8,100

B. SCOPE OF SERVICES

The geotechnical services to be provided by Terracon are summarized in the following paragraphs.

Field Program – Based on the request from the client, our field exploration will consist of:

Street	Length (ft)	Number of Soil Borings	Depth of Borings (feet)	Number of Pavement Cores
Boenig Drive	7,000	8	10	---
Doerr Lane	5,200	4 2	10 25	---
Lookout Road	3,200	1 2	25 10	---
Lower Seguin Road	13,800	15	10	---
Old Wiederstein Road	9,600	11	10	---
Schertz Parkway (North of I-35)	3,650	---	---	4
Schertz Parkway (South of I-35)	8,100	---	---	11
Total		43	475	15

Revised Proposal for Geotechnical Engineering Services

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R



Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples (ASTM D-1587) or split-barrel samples (ASTM D-1586) are obtained. Sampling will be performed in 2-ft intervals to the boring completion depths. Groundwater, if encountered will be measured during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Permitting and Traffic Control – We understand that a City of Schertz permit to allow work in the streets is not required. Terracon will provide traffic control, likely to consist of signage only. If traffic control beyond signage is required, a traffic control company with a crash truck will be hired.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and the awareness and/or location of any private subsurface utilities existing in the area. We will contact Texas 811, Schertz Water Utilities for location of utilities in public easements. Location of private lines on the property is not part of Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work, some such disturbances could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

The drilling services for this project will be performed by a drilling subcontractor under Terracon's direction. Our fee is based on the site being accessible to our conventional two-wheel drive truck-mounted drilling equipment. Additional costs may result if this is not the case. It does not include services associated with damage of existing landscape or location of underground utilities beyond contacting Texas811. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled promptly and patched with asphalt or concrete, as appropriate, after their completion. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, gradation, Atterberg limits, and sulfate contents.

- Moisture Content Test.
- Gradation Tests or Percent Finer than the No. 200 Mesh (75-µm) Sieve.

Revised Proposal for Geotechnical Engineering Services

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R



- Atterberg Limits.
- Soluble Sulfate Tests.

In addition, a total of 6 representative bulk samples will be collected from near the roadways and will be tested for the following:

- pH lime series tests.
- PI lime series tests.
- Moisture density relationship (ASTM D698).
- California Bearing Ratio (CBR).

Engineering Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The engineering report will include the following:

- Boring location plan.
- Subsurface exploration procedures.
- Computer generated boring logs with soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Encountered soil conditions.
- Subgrade soil modification recommendations for pavement design.
- Existing pavement thickness.
- Pavement design recommendation in accordance with the City of San Antonio design manual.

Schedule - We can generally begin the field exploration program within 9 days after receipt of our signed contract, and if site and weather conditions permit. The field work can be done in 6 days if locations can be accessed. A draft report will be completed within 5 weeks of completion of drilling. A final report can be issued after 1 week from the review comments. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs. We will issue a PDF copy of the geotechnical report as the deliverable for this project.

Revised Proposal for Geotechnical Engineering Services
Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R



C. COMPENSATION

For the scope of geotechnical and environmental services outlined in this proposal (including drilling, laboratory testing, and reporting), the lump sum fee will be:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$65,845

1. Full traffic control (if required) will be billed at a rate of \$2,500 per day.

A breakdown of the fees is attached. Unless instructed otherwise, the invoice will be sent to your attention at the above address. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

D. AUTHORIZATION

We understand that a Master Service Agreement between City of Schertz and Terracon has been negotiated, we will proceed with our services once City of Schertz provides us with a Work Authorization. This proposal is valid for a period of 90 days from the date of this proposal. After this date, our proposal may need to be revised to reflect any change in project scope and fee.

We appreciate your consideration of Terracon for this project, and we look forward to the opportunity of working with you. If you have any questions regarding this proposal, please feel free to contact the undersigned.

Sincerely,

Terracon Consultants, Inc.

(Firm Registration: TX F3272)

Carlos Cotilla
Staff Engineer

Gregory P. Stieben, P.E., D.GE
Senior Consultant

CC/GPS/mhb – P90215148R

Attachment: Boring Location Plans
Fee Breakdown

EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R

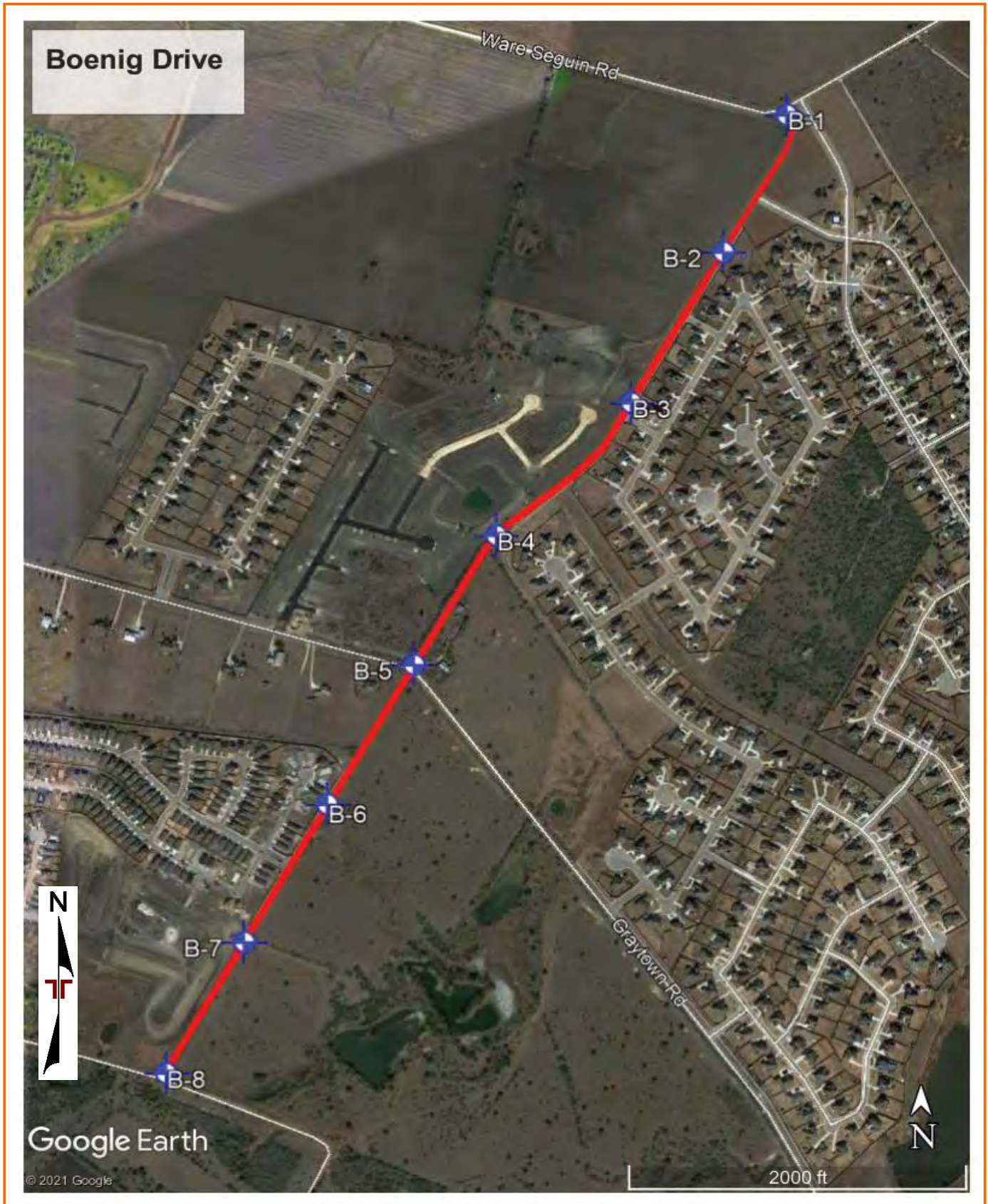


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R

Terracon
GeoReport

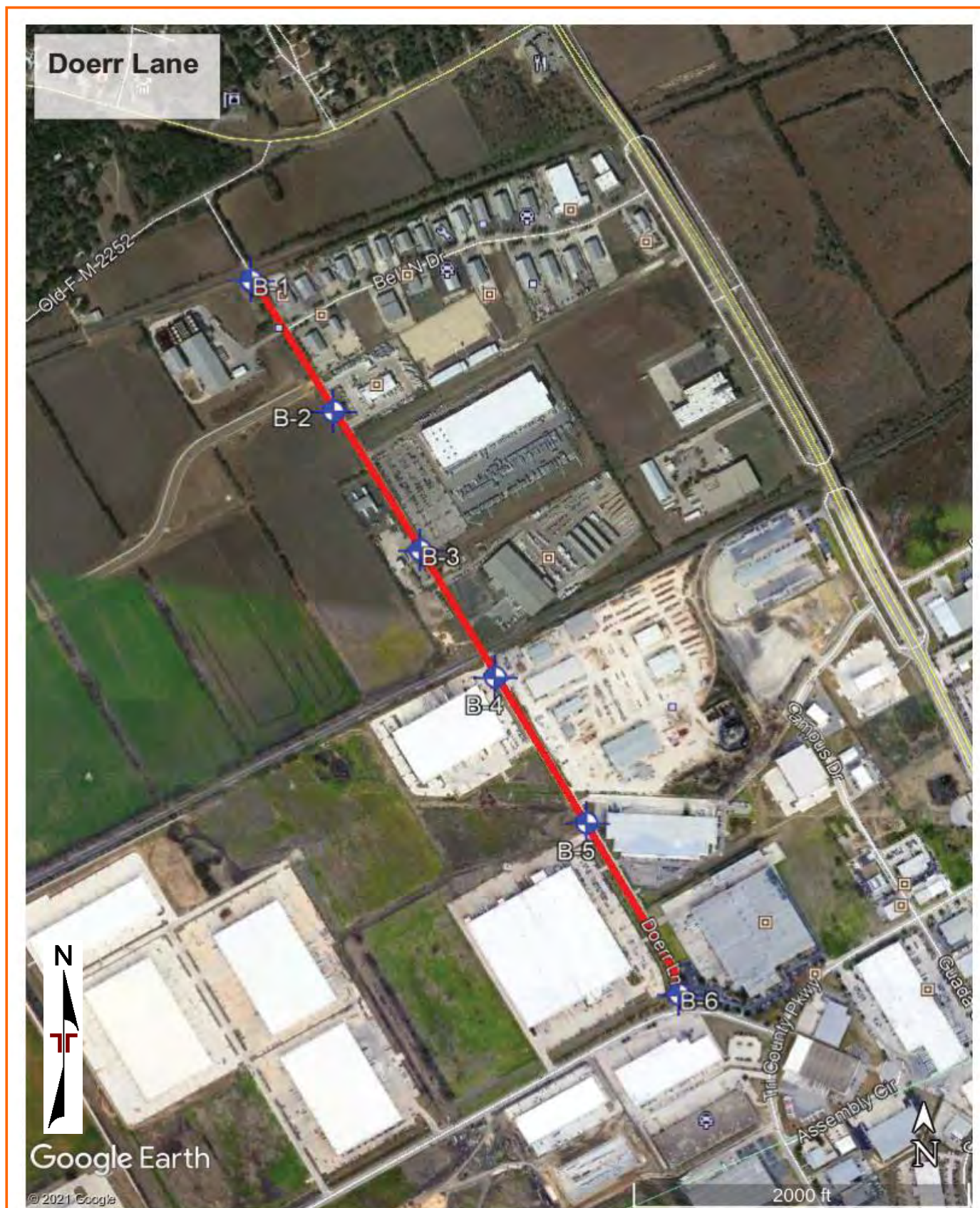


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EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R

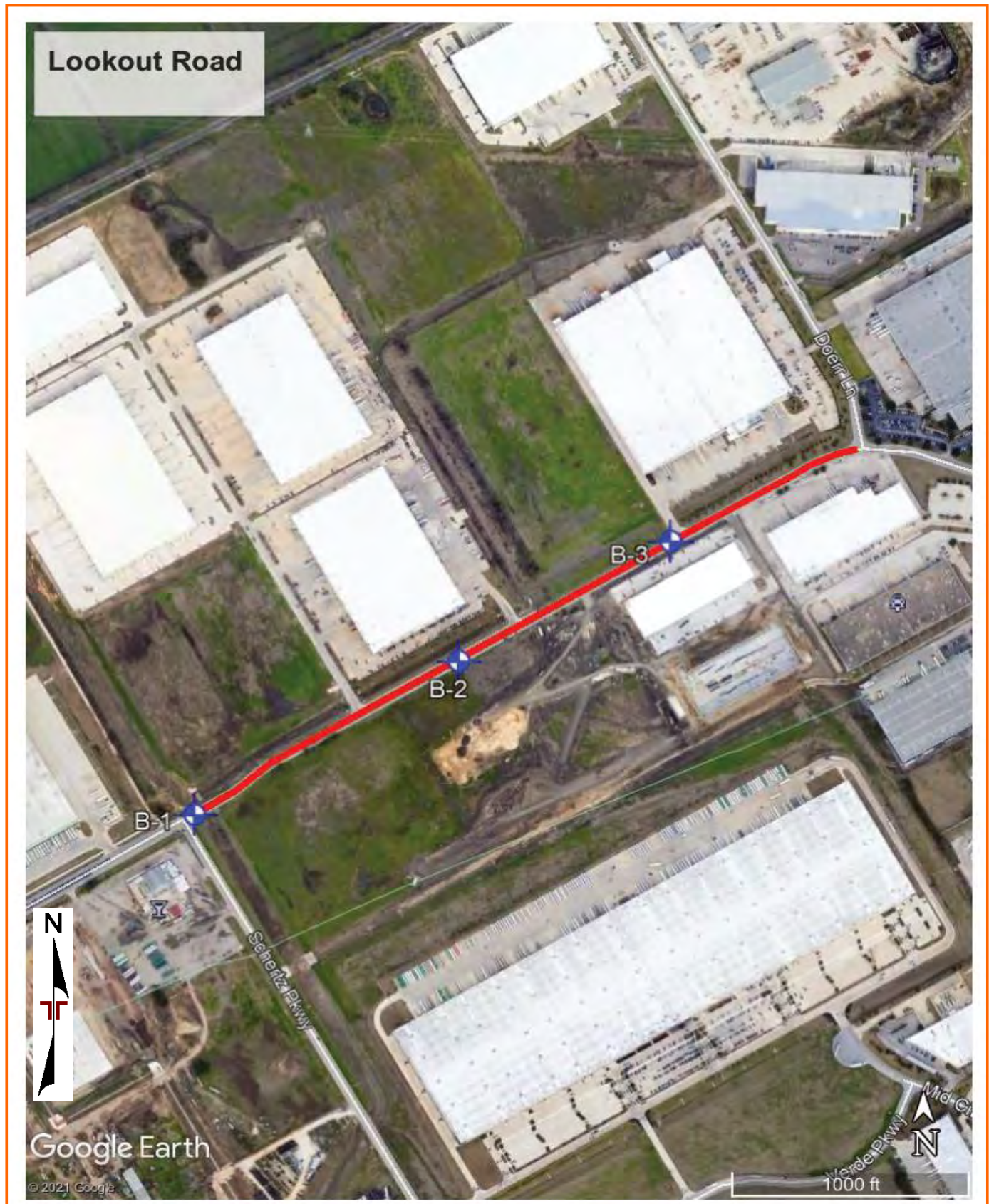


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EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R



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EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R

Terracon
GeoReport

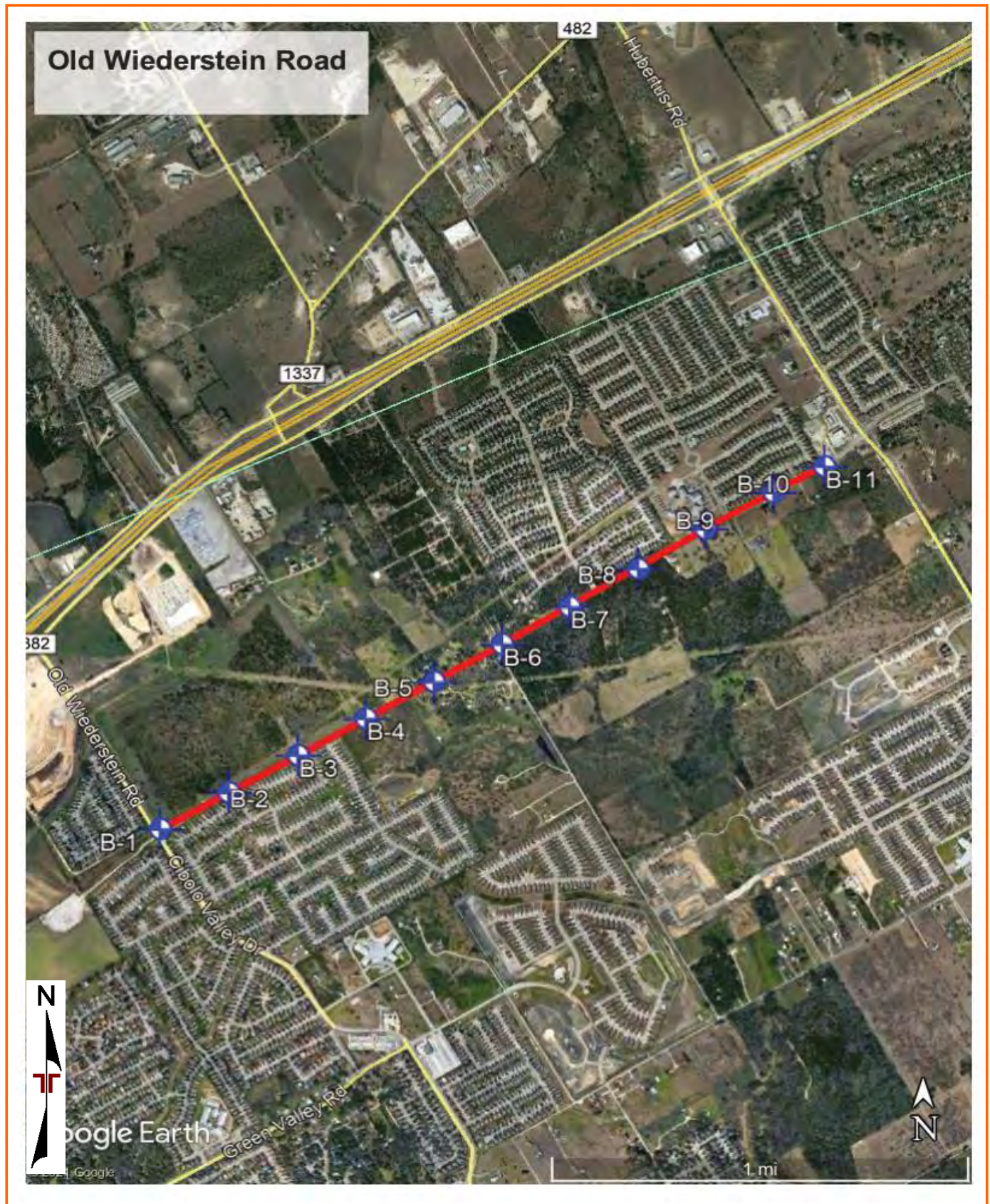


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
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EXPLORATION PLAN

Schertz Street Preservation and Maintenance Project ■ Schertz, Texas
July 22, 2021 ■ Terracon Proposal No. P90215148R



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES



**Fee Breakdown for Geotechnical Study
Schertz Street Preservation and Maintenance Project
Schertz, Texas
Proposal No. P90215148R**

Geotechnical Borings	Quantity	Unit	Rate	Subtotal
Traffic Control	6	each	\$1,500.00	\$9,000.00
Drill Rig and Crew Mob/Demob	6	each	\$500.00	\$3,000.00
Drilling and Sampling - Soil	475	ft	\$18.00	\$8,550.00
Senior Technician (Drilling, Coring & Utility Coordination)	70	hour	\$75.00	\$5,250.00
Vehicle Charge	6	each	\$50.00	\$300.00
				\$26,100.00

Laboratory Testing	Quantity	Unit	Rate	Subtotal
Water Content	224	each	\$15.00	\$3,360.00
Liquid and Plastic Limits (3 points)	86	each	\$85.00	\$7,310.00
Sieve Analysis (No. 200)	86	each	\$95.00	\$8,170.00
Soluble Sulfates (TEX-145-E)	20	each	\$30.00	\$600.00
Maximum Density Relations (proctors)	6	each	\$300.00	\$1,800.00
CBR, Three Point	6	each	\$700.00	\$4,200.00
Lime modification optimum (using pH)	6	each	\$250.00	\$1,500.00
Soil-lime mixture design (using plasticity index)	6	each	\$350.00	\$2,100.00
				\$29,240.00

Professional Services	Quantity	Unit	Rate	Subtotal
Project Principal	12	hour	\$215.00	\$2,580.00
Project Manager	15	hour	\$150.00	\$2,250.00
Staff Engineer	45	hour	\$120.00	\$5,400.00
Clerical	5	hour	\$55.00	\$275.00

*Full traffic control (if required) will be billed at a rate of \$2,500 per day. \$10,505.00

This cost is not included in this proposal.

Total Estimated Fee \$65,845.00



**City of Schertz
2020 - 2023
SCHEDULE OF SERVICES AND FEES**

Personnel

Senior Principal/Program Manager, per hour	\$ 250.00
Principal, per hour.....	\$ 215.00
Senior Project Manager, per hour	\$ 195.00
Senior Project Engineer, per hour	\$ 195.00
Senior Project Geologist, per hour.....	\$ 185.00
Project Professional IV/Engineer, per hour	\$ 160.00
Project Manager, Project Professional III, per hour.....	\$ 150.00
Department Manager, per hour	\$ 195.00
Project Scientist, per hour	\$ 185.00
Project Engineer, per hour	\$ 175.00
Project Geologist, per hour	\$ 155.00
Project Manager, per hour.....	\$ 135.00
Senior Staff Engineer, per hour	\$ 155.00
Staff Scientist, per hour	\$ 140.00
Staff Engineer, per hour.....	\$ 120.00
Staff Geologist, per hour.....	\$ 115.00
Senior Field Investigator, per hour	\$ 115.00
Field Engineer, per hour	\$ 115.00
Field Geophysicist, per hour	\$ 115.00
Field Scientist, per hour	\$ 110.00
Field Geologist, per hour	\$ 110.00
Engineering Aide, per hour.....	\$ 95.00
Drafts Person/CAD Operator, per hour	\$ 95.00
ASNT, Level II, per hour	\$ 150.00
Certified Welding Inspector (CWI), (ASNT Level II), per hour	\$ 150.00
Engineering Technician (Level IV), per hour.....	\$ 95.00
Engineering Technician (Level III), per hour (PT, Reinf. Steel, Fireproofing, Asphalt,)	\$ 85.00
Engineering Technician (Level II), per hour (Concrete and Earthwork).....	\$ 70.00
Engineering Technician (Level I), per hour	\$ 55.00
Roofing Inspector, NDE Technician (Level I), per hour	\$ 85.00
Administrative Manager, per hour.....	\$ 90.00
Clerical/Administrative Staff, per hour.....	\$ 55.00
Final Inspection Letter	\$ 250.00

Transportation

Minimum Vehicle Charge, per trip	\$ 50.00
Vehicle Mileage Charge (over 75 miles round trip portal to portal our laboratory), per mile.....	\$ 0.80
Per Diem, lodging and food, per day	\$ 150.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 10 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Minimum Charge • Overtime Rates • Expert Testimony

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 8:00 AM to 5:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per weekday.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

CONSTRUCTION MATERIALS ENGINEERING

Concrete Mix Verifications

Regular Aggregates, each	\$ 560.00
Lightweight Aggregates, each	\$ 600.00
Additional Design, same aggregate sample, each.....	\$ 300.00
Review Mix Design submitted by others, each.....	\$ 150.00
Batch and Confirmation of others mix design, each.....	\$ 275.00
Design Confirmation Cylinder Test (ASTM C-39), each.....	\$ 17.00
Design Confirmation Beam Test (ASTM C-293 or C-78), each	\$ 35.00

Concrete Tests

Cylinder Compression Test (ASTM C-39), each 4x8.....	\$ 22.00
Cylinder Compression Test (ASTM C-39), each 6x12.....	\$ 25.00
Cylinder Compression Test (ASTM C-39 Contractor Made), each	\$ 30.00
Beam Flexural Test (ASTM C-293 or C-78), each.....	\$ 50.00
Cube Compression Test (ASTM C-109), each	\$ 25.00
Lightweight Insulating Concrete Compression Test, 3" x 6" cylinders (ASTM C-495), each	\$ 25.00
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3	\$ 250.00
Equilibrium Density of Structural Lightweight Concrete (ASTM C-567), each.....	\$ 50.00
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each	\$ 35.00
Density of Hardened Concrete (ASTM C-642), each.....	\$ 75.00
Windsor probes, per set of 3 (Technician time charged separately) (ASTM C-305)	\$ 110.00
Determining F _F Floor Flatness and F _L Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155) (includes equipment, manpower & vehicle), 4 Hr. Minimum, per hour	\$ 160.00
Hilti Ferroskan (includes equipment, manpower & vehicle), 4 Hr. Minimum, per hour.....	\$ 185.00
Taylor #625 Calcium Chloride Kit – for Floor Slab Vapor Transmission Measurement, each	\$ 70.00
Engius intelliRock II Concrete Maturity Logger, each.....	\$ 60.00
Wagner Rapid RH Relative Humidity Sensor, each	\$ 60.00
Structure Scan for Rebar, per day	\$ 200.00

Masonry Tests

Cement mortar mix verification (ASTM C-305), each.....	\$ 150.00
Compressive strength CMU block (ASTM C-140), each.....	\$ 100.00
CMU block absorption only (ASTM C-140), each.....	\$ 75.00
Compressive strength masonry prism (ASTM C-1314) CMU prism up to 8 (in.) width, Hollow Cells, each	\$ 100.00
CMU prism up to 8 (in.) width, Grout Filled Cells, each	\$ 125.00
Brick prism up to 4 (in.) width, each	\$ 95.00

Compressive strength of grout prism (ASTM C-1019), each	\$ 35.00
Compressive strength of mortar cube (ASTM C-109), each	\$ 25.00
Compressive strength of grout cube (ASTM C-109), each	\$ 25.00

Soils Field Services

Technician time will be charged at the appropriate hourly rate plus:

Nuclear density gauge, per trip.....	\$ 50.00
In-place density/moisture, non-nuclear conventional method, sand cone, minimum 4, each.....	\$ 45.00
Field Gradation of Lime Treated Soil, each.....	\$ 25.00
Depth Check of Lime Treated Soil, each.....	\$ 25.00

Aggregate Tests

Sieve Analysis, dry (ASTM C-136), each	\$ 125.00
Sieve Analysis (ASTM C-117), each.....	\$ 125.00
Unit Weight (ASTM C-29), each.....	\$ 50.00
Specific Gravity/Absorption (ASTM C-127 or C-128), each.....	\$ 70.00
Organic Impurities (ASTM C-40), each	\$ 40.00
L.A. Abrasion (ASTM C-131 or C-535), each	\$ 265.00
Sulfate Soundness, 5 cycles (ASTM C-88), each	\$ 500.00
Additional cycles, each.....	\$ 125.00
Sample prep if uncrushed	\$ 50.00
Sieve Analysis, washed (TEX-110-E), each.....	\$ 125.00

Soils Laboratory Tests

Moisture Content and visual classification, each.....	\$ 15.00
Atterberg Limits (ASTM D-4318 Method A), each	\$ 85.00
Minus No. 200 Sieve (ASTM D-1140), each	\$ 95.00
Hydrometer Analysis, each.....	\$ 125.00
Sand Equivalent, each.....	\$ 170.00
Potential Alkalai-Silica Reactivity (ASTM C-1567), each.....	\$1,200.00
Potential Alkalai-Silica Reactivity (ASTM C-1260), each.....	\$1,000.00
Correction of Unit Weight & Water Content for Oversized Particles (ASTM D-4718), each	\$ 25.00
Swell Test, each	\$ 150.00
Soil pH Value (TEX 128E), each	\$ 40.00
pH Analysis (AWWA 2500H), each.....	\$ 20.00
pH Analysis (ASTM D4972), each.....	\$ 25.00
Corrosivity Suite (pH, Sulfate, Chloride, Sulfide, Total Salt, Resistivity, Red-ox)	\$ 250.00
Solubility/Total Salts (AWWA 2520 B).....	\$ 45.00
Chlorides (AWWA 4500 Cl B), each	\$ 40.00
Red-ox (AWWA 2580 B), each.....	\$ 45.00
Sulfide (AWWA 4500-S S), each.....	\$ 25.00
Resistivity (ASTM G-57, Miller Box), each	\$ 65.00
Resistivity (AASHTO T-288, Miller Box), each.....	\$ 75.00
Resistivity (As Received, Miller Box), each.....	\$ 50.00
Thermal Resistivity Test with Proctor, each.....	\$ 1,000.00
Thermal Resistivity Test without Proctor, each.....	\$ 700.00
Thermal Resistivity each.....	\$ 1,100.00
Consolidated Drained Direct Shear point, each	\$ 650.00
Consolidation, each.....	\$ 600.00
Optimum moisture / maximum density relations (proctors)	
ASTM D-698, each	\$ 300.00
ASTM D-1557, each	\$ 350.00
Additional Charge for Coarse Aggregate Correction (ASTM D-1718), each.....	\$ 350.00
TXDOT 113E, each.....	\$ 225.00
TXDOT 114E, each.....	\$ 185.00
Relative density Min/Max (ASTM D-4253 & ASTM D-4254), each.....	\$ 250.00
Sample preparation (if required), each	\$ 350.00

Permeability (ASTM D-5084), each	\$ 350.00
Permeability, flexible membrane w/backpressure, Shelby tube sample, each	\$ 500.00
Permeability, flexible membrane w/backpressure, remolded sample, each	\$ 550.00
TXDOT wet ball mill value (TEX 116E), each	\$ 750.00
TXDOT triaxial series (TEX 117E), each	\$750.00
California Bearing Ratio (CBR) (ASTM D-1883), each	\$ 250.00
CBR, One Point, each.....	\$ 400.00
CBR, Three Point, each.....	\$ 700.00
CBR, Range of moisture content, nine points	\$ 2,100.00
Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each	\$ 55.00
Base material (TEX 120E), per specimen	\$ 85.00
Soil - Lime curve, 5 point PI vs. Lime content, each.....	\$ 350.00
Soil - Lime curve, 5 point pH vs. Lime content, each	\$ 250.00
Cement content (ASTM D-806), each	\$ 300.00
Fresh cement content (ASTM D-2901), each	\$ 75.00
Fresh cement content 3 point curve (ASTM D-2901), each	\$ 200.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each.....	\$ 60.00
Soluble Sulfates (TEX-145-E), each.....	\$ 30.00
Unconfined Compression, soil (TxDOT), each.....	\$ 150.00

Coring Services

Core drilling, minimum charge per trip, local, each	\$ 250.00
Concrete pavement cores, 4" diameter up to 6" depth or less, each	\$ 75.00
Concrete coring, additional thickness greater than 6" depth, per inch.....	\$ 10.00
Testing concrete cores (includes: length, sawing, capping and compression testing), each.....	\$ 75.00
Asphalt pavement cores 4" diameter up to 6" depth or less, each	\$ 50.00
Asphalt coring, additional thickness greater than 6" depth, per inch.....	\$ 8.00
Core hole patching charge, each	\$ 20.00
Core length measurement only (ASTM C-174), each	\$ 20.00
Standby time in clients interest, machine and operator, per hour	\$ 75.00
Structural Concrete Coring	By Quotation

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3.....	\$ 65.00
Bulk specific gravity of lab molded specimens, set of 3	\$ 60.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 50.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each	\$ 130.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3	\$ 80.00
Marshall stability (ASTM D-1559), set of 3.....	\$ 145.00
Extraction (ASTM D-2172 or TEX 210F), each	\$ 235.00
Asphalt Content and Gradation (Ignition Oven Method), each	\$ 250.00
HMAC Mix Design (TEX 204F), each.....	\$1,400.00
HMAC Mix Design review prepared by others, each.....	\$ 250.00
Asphalt Coring, each.....	\$ 95.00
Asphalt Core Thickness & Density, each	\$ 50.00

Roofing Materials Services

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617) with aggregate, each.....	\$ 300.00
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617) without aggregate, each.....	\$ 250.00
Moisture content of roofing aggregate (ASTM D-1864), each	\$ 25.00
Hardness of roofing aggregate (ASTM D-1865), each.....	\$ 50.00

Structural Steel Services

Non-Destructive Testing (UT, MT and PT) Equipment & Consumables, day\$ 75.00

Spray Applied Fireproofing Services

Thickness measurements, per hour (Technician L3)\$ 85.00
Density of spray applied fireproofing samples in field, each\$ 50.00
Bond Strength (Cohesion/Adhesion) test, each\$ 80.00

GEOTECHNICAL ENGINEERING FEES

Drilling and Sampling Operations - Truck Mounted Drill Rig

Soil Borings, (sampling with 3-inch thin-wall tube sampler or 2-inch split barrel sampler; sampling continuously from surface to 10 feet; 5-foot intervals thereafter to 50 feet; 10- foot intervals thereafter below the 51 foot depth):

0 to 50 feet, per linear foot..... \$18.00
51 to 100 feet, per linear foot..... \$22.00
101 to 150 feet, per linear foot..... \$30.00

Casing Installation/Removal (up to 10 feet), per linear foot..... \$8.00

Wash or Auger Boring in Soil (no samples taken), per linear foot..... \$10.00

With 3-inch tube sample, each..... \$18.00

With 2-inch split barrel sample, each..... \$20.00

Wash or Auger Boring in Rock (no samples taken), per linear foot..... \$14.00

With 2-inch split barrel sample, each..... \$20.00

With TxDOT Cone Test, each \$20.00

With 2 or 3-inch NX core sample:

Soft formation, per linear foot \$20.00

Hard formation, per linear foot* \$25.00

Core Bit Wear:

Soft formation, per linear foot \$0.50

Hard formation, per linear foot..... \$1.00

Rock Coring (2 or 3-inch NX core barrel sampler):

Soft formation, per linear foot

0 to 50 feet, per linear foot..... \$25.00

51 to 100 feet, per linear foot..... \$30.00

101 to 150 feet, per linear foot..... \$35.00

Hard formation, per linear foot*

0 to 50 feet, per linear foot..... \$30.00

51 to 100 feet, per linear foot..... \$35.00

101 to 150 feet, per linear foot..... \$40.00

Core Bit Wear:

Soft formation, per linear foot \$0.50

Hard formation, per linear foot* \$1.00

Hourly Drilling Rate:

3-man crew, per hour..... \$250.00

2-man crew, per hour..... \$200.00

Rig Standby:

3-man crew, per hour..... \$350.00

2-man crew, per hour..... \$250.00

Grouting of Test Borings (maximum 6-inch nominal diameter hole):

3-man crew, per hour..... \$250.00

2-man crew, per hour..... \$200.00

Materials, cost plus 15%

Standpipe/Observation Well Installation:

3-man crew, per hour..... \$250.00

2-man crew, per hour..... \$200.00

Materials, cost plus 15%

(Special sampling techniques (piston samples, etc.) On request

Damaged or Lost Samplers, cost plus 15%

- * For very hard rock formations such as granite, or unusual conditions such as karstic limestone, prices will be quoted upon request.

Mobilization, Travel Expenses and Site Access

Per Diem, per man, per day (Drill Crew)..... \$150.00
 Mobilization of Drill Rig, each..... \$500.00
 Rental of Special Equipment for Site Access, etc., cost plus..... 15%
 Private Utilities Locates, cost plus..... 15%
 Traffic Control, cost plus 15%

GEOTECHNICAL LABORATORY TESTING SERVICES

Strength and Volume Change Tests

Unconfined Compression Tests:
 Soil, each..... \$75.00
 Rock, each..... \$85.00
 Vane Shear Test, each..... \$25.00
 Pocket Penetrometer, each \$5.00
 Triaxial Tests:
 Unconsolidated-Undrained, per stage \$75.00
 Consolidated-Undrained w/Pore Pressure Measurements, per stage \$150.00
 Consolidated-Undrained Cyclic Loading, per sample \$400.00
 Consolidated-Drained (Sands and Silts), per stage \$125.00
 Direct Shear Tests:
 Consolidated-Drained, per stage \$275.00
 Consolidated-Drained, Residual Strength, per stage..... \$400.00
 One-Dimensional Swell Tests:
 Free Swell (no load), each..... \$100.00
 Swell (with overburden load), each \$150.00
 Swell Pressure (multiple loading), per test \$200.00
 Consolidation Tests:
 Maximum of seven load increments with unloading, per test..... \$650.00
 Additional load increments, each..... \$50.00

Classification Tests

Liquid and Plastic Limits:
 Single point test, each \$85.00
 Three-point test, each..... \$120.00
 Particle Size Analysis:
 Sieve Analysis through No. 200 Sieve, each \$125.00
 Percent Finer than No. 200 Sieve (Washed), each..... \$95.00
 Hydrometer Analysis, each \$125.00

Other Tests and Miscellaneous Items

Water Content, each..... \$15.00
 Density of Undisturbed Samples:
 Soil, each..... \$15.00
 Rock, each..... \$20.00
 Specific Gravity, each..... \$60.00
 Organic Content, each..... \$60.00
 Permeability:
 Flexible Wall Test-Triaxial Cell, each..... \$450.00

Falling Head, each..... \$200.00

General Comments

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, ~~general conditions (if other than modified version of EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition),~~ supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B-- Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B—Owner's Responsibilities

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20. Perform or provide the following: *[Here list any additional Owner responsibilities]*.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Engineering
Subject: Resolution No. 21-R-74 - 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 D&S Concrete Constructors for the CSJ#0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project, increasing the total amount from \$1,286,000 to \$1,311,600. (B. James/J. Nowak)

BACKGROUND

During the December 1, 2020 City Council meeting, Council approved Resolution 20-R-118 authorizing a construction contract with D&S Concrete Constructors for the CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project. The resolution provided authorization of the bid amount for the project, \$1,256,960.95. On May 25, 2021, Council approved Resolution 21-R-48, adding a not to exceed amount for the construction project of \$1,286,000 to the project. The increased amount allowed for some unforeseen costs (additional erosion control measures and some traffic control changes) discovered as construction progressed. The increase also provided some allowance for future unforeseen costs and the project continued to progress.

As the work was getting close to completion on the south side of Live Oak and the contractor began planning for construction of the north side improvements, it became evident that additional traffic control efforts would be required. Live Oak is not wide enough to allow for some construction efforts and maintain two lanes of traffic. In order to reduce the inconvenience to the public and still provide for completion of the improvements, it was decided to allow the contractor to close one lane of traffic down in a shorter segment and use flaggers to direct traffic around the construction area. This set-up will provide for two-way traffic between Schertz Parkway and Live Oak. It may just take longer for vehicles to travel through the project area.

The estimated costs of providing the additional traffic control (the flaggers and associated traffic control devices) is estimated to be \$25,600 for the remaining duration for construction on Live Oak. Staff is requesting to increase the not to exceed amount of the contract by \$25,600 to cover these estimated costs.

If construction costs are expected to increase beyond this new not to exceed amount, then Staff will come back to Council and request additional funding.

GOAL

To obtain authorization from City Council to establish a not to exceed amount of \$1,311,600 for the Schertz Pedestrian Routes and Bike Lanes project to provide for additional traffic control costs in the project.

COMMUNITY BENEFIT

The proposed increase in construction costs will allow for the proper construction of the project and accommodate some increased costs identified in the project. The increase will also provide a minor amount of contingency to provide for some additional increased cost that may be discovered as construction progresses. The project will construct curb and gutter and sidewalks along both sides of Live Oak from FM 3009 and Schertz Parkway; construct a new decomposed granite trail through the electrical easement from Schertz Parkway to Wiederstein Rd; and provide bike lanes on both sides of Woodland Oaks and Savannah Drive. These elements will provide some additional bike and pedestrian connections to the multi-use path along Schertz Parkway and to some community parks and to two elementary schools. The project will also widen Live Oak at the FM 3009 intersection to add an additional traffic lane, improving operational efficiency of the intersection.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-74 authorizing a not to exceed amount of \$1,311,600 for the construction contract with D&S Concrete Constructors for CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes 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-74, a not to exceed amount of \$1,311,600 for the CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes project.

Attachments

Resolution 21-R-74
Pedestrian Routes Contract

RESOLUTION NO. 21-R-74

A RESOLUTION BY THE CITY COUNCIL OF THE CITY 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 FOR THE PROJECT

WHEREAS, The City Council of the City of Schertz (the "City") previously adopted Resolution 20-R-118, authorizing a construction contract with D&S Concrete Constructors in the amount of \$1,256,960.95 for the CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project; and

WHEREAS, the City Council of the City of Schertz previously adopted Resolution 21-R-48 amending the contract with D&S Concrete Constructors for the CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project to provide a not to exceed amount to fund additional costs identified during construction; and

WHEREAS, as construction progressed, additional costs exceeding the previously approved not to exceed amount, specifically the need for additional traffic control efforts on Live Oak; and

WHEREAS, the City Council wishes to increase the not to exceed amount for the construction project to cover the additional traffic control costs,

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

Section 1. The City Council hereby authorizes and establishes a not to exceed amount of \$1,311,600 for the contract with D&S Concrete Constructors for CSJ# 0915-46-050 Schertz Pedestrian Routes and Bike Lanes Project and authorizes the City Manager to execute Change Orders to the project up to the not to exceed amount.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz ("Owner") and
D&S Concrete Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pedestrian Routes and Bike Lanes

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering Inc.
- 3.02 The Owner has retained AG|CM Inc ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.
- 4.02 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain

actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) and according to the price list attached as "Exhibit A"

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage); and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-16, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 141 sheets with each sheet bearing the following general title: Pedestrian Routes and Bike Lanes.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-7, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

_____ D&S Concrete Contractors

By: _____

By: _____ [Signature]

Title: _____

Title: _____ Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____ [Signature]

Title: _____

Title: _____ Assistant

Address for giving notices:

Address for giving notices:

_____ 909 Muehl Rd, Seguin TX 78155

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Executive Team
Subject: Resolution No. 21-R-69 - 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 405 Main. (M. Browne/B. James)

BACKGROUND

The tenant at 405 Main, Authentic Cuts, a barber shop/hair salon is applying for a Main Street Local Flavor Grant for work costing \$5,200 for AC repairs. The tenant contacted the City in early July about applying for the grant when their AC unit went out. As per the approved Schertz Main Street Local Flavor Economic Development Program guidelines, applicants can apply for grants within 14 days of beginning repair or replacement work. In this case the applicant contacted the City to apply before beginning work. Due to the City Council packet schedule the earliest staff could get a resolution on the agenda before Council was July 27. After applying the applicant completed the work on the AC system.

This is the third grant for this tenant. The first two were in 2020 for signage totaling \$461.97. The owner of the building applied for two grants in 2020 for just over \$4,898.16 for electrical work.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through the inducement of public money to promote local economic development and stimulate business and commercial activities in the City.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support to local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 21-R-69 approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$2,600 for 405 Main.

FISCAL IMPACT

Up to \$2,600 for this grant.

RECOMMENDATION

Approval of Resolution 21-R-69.

Attachments

Res 21 R 69

405 Main LF Funding Agreement

RESOLUTION NO. 21-R-69

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 405 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 405 Main Street for up to \$2,600.00;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 405 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
Debbie Hernandez FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Debbie Hernandez the tenant and Randal J. and Melissa K. Vidal (ENTITY).

WHEREAS, the ENTITY has developed a proposal for AC repair/replacement to 405 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to Debbie Hernandez the Tenant (TENANT).

NOW, THEREFORE, it is mutually agreed by and between the CITY and TENANT as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the TENANT for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the T E N A N T . The TENANT shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the TENANT. The TENANT shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the TENANT'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the TENANT up to fifty percent (50%) of the Project. The Project is estimated to be \$5,200.00 and fifty percent of which, is capped at 2,600.00 for work falling within the criteria for a systems grant. .Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any TENANT wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the TENANT or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY and TENANT agree to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY and TENANT's breach of any of the terms or provisions of this AGREEMENT,

or by any negligent act or omission of the ENTITY and TENANT, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY. TENANT and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY and TENANT to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To Randal J. and Melissa K. Vidal:
Attention: Randal Vidal
405 Main
Schertz, Texas 78154

TO: Debbie Hernandez
Attention: Debbie Hernandez
405 Main
Schertz, Texas 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this

AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2021.

CITY OF SCHERTZ, TEXAS

CITY

ENTITY

City Manager

TENANT

ATTEST:

(City Secretary)

EXHIBIT A

AC Work

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021

Department: Planning & Community Development

Subject: PC2021-022 – Pursuant to Section 21.12.15 of the Unified Development Code, Conduct a Public Hearing on a request to appeal a Planning and Zoning Commission determination request for a waiver related to on-site sewage facilities for the Busch Subdivision, on approximately 5-acre tract of land generally located 4,700 feet east of the intersection of Old Wiederstein Road and Cibolo Valley Drive, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/M. Harrison).

BACKGROUND

The applicant is seeking approval of the appeal request for the approximately 5 acre tract of land in order to be able to install an On-Site Sewage Facility (OSSF). The subject property is currently vacant land is zoned Single-Family Residential/ Agricultural District (R-A). The Planning and Zoning Commission met on June 23, 2021, where they heard the applicants request to not extend public wastewater systems but to instead install an On-Site Sewage Facility (OSSF). At this meeting the commission voted 3 in favor and 3 opposed, with 1 abstention and under the Planning and Zoning Commission Bylaws an abstention vote is considered a nay vote, which then ended with the waiver request to install an On-Site Sewage Facility (OSSF) denied.

Per the UDC Section 21.4.14.B - Appeal requirements- Any person or persons aggrieved by any decision on a Development Application, or any marshal, officer, department, or board of the City may appeal a decision on a Development Application to the Board, Commission or the City Council responsible for consideration of the appeal as indicated in this UDC. An appeal shall contain a written statement of the reasons why the decision is erroneous, and shall be accompanied by a fee established by the City Council. An appeal by an applicant shall be accompanied by a copy of the Development Application on which the initial decision was rendered. An appeal may include any other documents that support the position of the appellant. A written appeal must be filed with the City Manager or his/her designee within ten (10) working days after the date of notification of the decision on the Development Application.

The applicant submitted the appeal request stating the following reasons why they should be allowed to install an OSSF:

- There are four (4) tracts along Old Wiederstein Road that are currently on septic systems and any sewer extension would remain unsued by the adjoining lots.
- The property is worth \$178,059.00 and the cost to extend the public wastewater system from the manhole, approximately forty-two (42') feet, located at the intersection of Old Wiederstein Road and Dean Road, along the frontage of the property, approximately one hundred forty-two (142') feet would range in cost from one hundred and four thousand (\$104,000) to the upper range of two hundred sixty-two thousand (\$262,000)

Nineteen (19) public hearing notices were mailed to the surrounding property owners on July 9, 2021, and published in the San Antonio Express on the same date.

At the time of this report, staff has received two (2) responses opposed to the request, and we have received zero (0) in favor to the request.

GOAL

To have the applicant install the public wastewater utilities for the Busch Subdivision.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Staff recommends denial of the appeal for the Busch Subdivision waiver request to install an On-Site Sewage Facility.

FISCAL IMPACT

None

RECOMMENDATION

The applicant is proposing to plat the approximately 5 acre tract of land to establish one (1) single-family residential lot. The Engineering Department in their review of this waiver has determined that the request is unreasonable. Sanitary sewer facilities exist in the intersection of Old Wiederstein Road and Dean Road approximately 72 feet away from the eastern property boundary on Old Wiederstein Road. This distance is well within the 500 foot distance for residential properties specified in the Municipal Code Section 90-78 for requiring a connection to sanitary sewer. The applicant has the ability to request to enter into a pro rata agreement with the City, so that the City would charge the adjacent property owner for the pro rata cost of extending the line across the adjacent property if they tie into the sewer line within 10 years. Those pro rata charges would be forwarded to this applicant. Further, per UDC Sections 21-15.2.D and 21.15.3.A each lot in a proposed subdivision is required to be connected to sanitary sewer and a sanitary sewer main would need to be extended across the Wiederstein frontage (approximately 142 feet). The total length of the sanitary sewer main that would need to be installed is approximately 216 feet. Therefore, Engineering does not support the granting of the waiver and notes that the request is not consistent with similar waivers granted in the City.

Staff recommends the denial of the appeal for the Busch Subdivision plat to not install an On-Site Sewage Facility as there is sanitary sewage facilities existing near the proposed area of the property.

Attachments

Current Sewer Locations

Aerial Map

Preliminary Plat

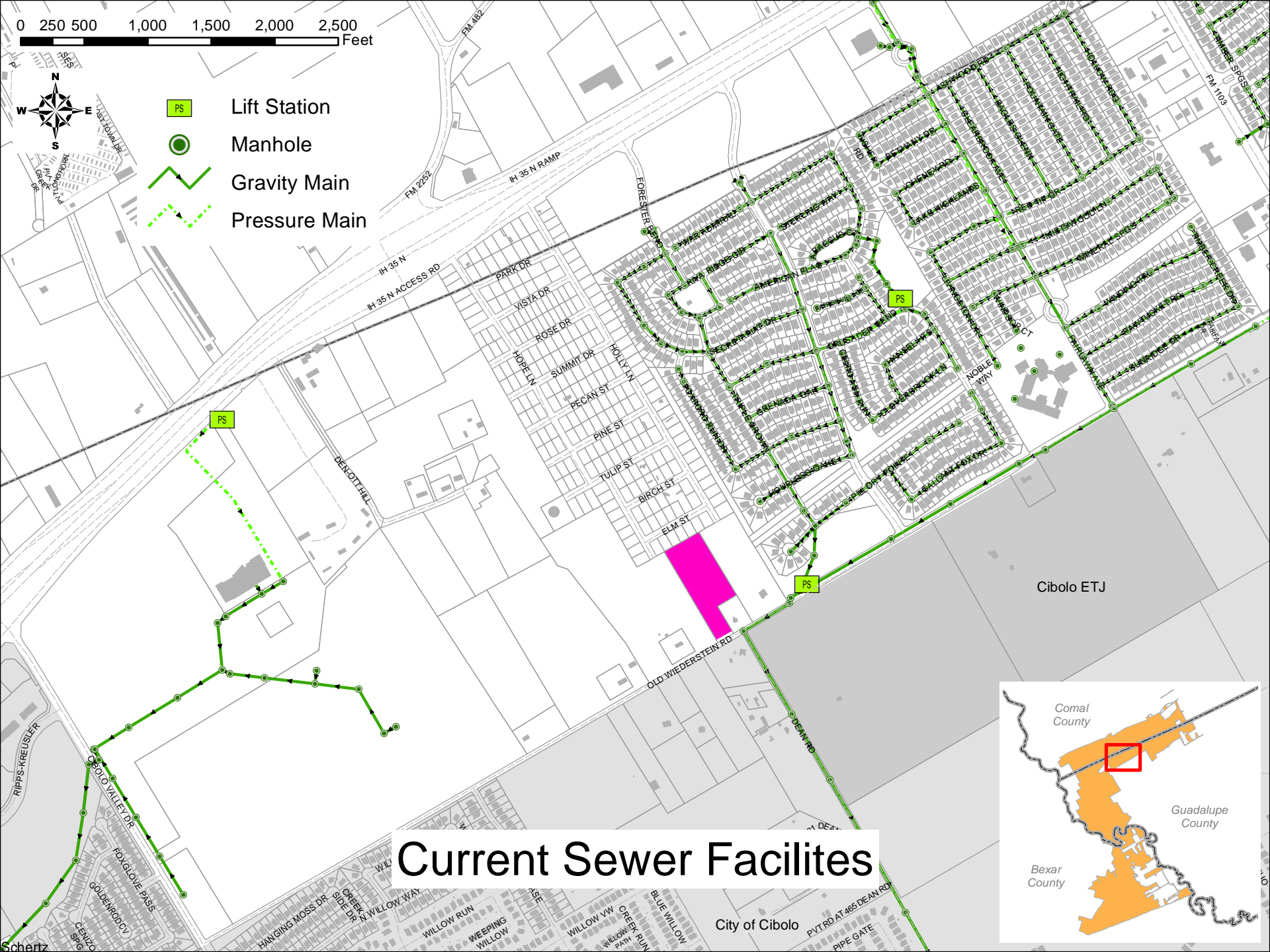
Appeal Letter

Septic Exhibit

Busch Subdivision Cost Estimate

Busch Subdivision Cost Estimate 2

Engineering Memo



0 250 500 1,000 1,500 2,000 2,500 Feet

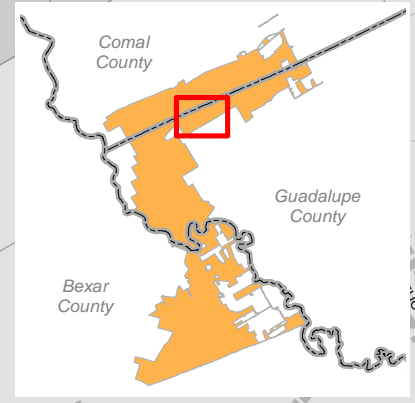


- PS Lift Station
- Manhole
- Gravity Main
- Pressure Main


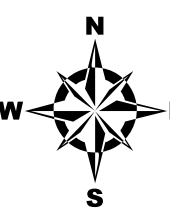
Current Sewer Facilities

City of Cibola

Cibola ETJ







BUSCH SUBDIVISION

Highways	Freeway	Planned Secondary Arterial	Commercial Collector B	1"	8"	20"	Schertz Gravity
Major Roads	Principal Arterial	Secondary Rural Arterial	Planned Commercial Collector B	2"	10"	24"	Schertz Pressure
Minor Roads	Planned Principal Arterial	Planned Secondary Rural Arterial	Commercial Collector A	3"	12"	30"	Neighboring Gravity
Other Cities	Secondary Arterial	Residential Collector	Planned Commercial Collector A	4"	16"	36"	Private Pressure
		Planned Residential Collector		6"	18"		

Hydrant	200' Buffer
Manholes	Schertz Municipal Boundary
	County Boundaries

1 Inch = 150 Feet

0 75 150 300 Feet



1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)(C.O.R.S.).

1. THE THROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSED AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
2. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
3. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48187C0230F, DATED 11/2/07, IS LOCATED IN ZONE 'X' AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
4. ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND/OR ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.
5. TOTAL NUMBER BUILDABLE LOTS = 1
6. EXISTING ZONING = R-2
7. A WAIVER TO FOREGO IMMEDIATE CONNECTION TO A PUBLIC WASTEWATER SYSTEM AT TIME OF PLATTING (REQUIREMENT IN UDC SEC. 21.15.3) IS REQUIRED FOR A PLAN TO MEET THE CITY'S SUBDIVISION REQUIREMENTS. THE WAIVER IS DISCRETIONARY FOR THE PLANNING AND ZONING COMMISSION TO EITHER APPROVE/DENY, AND IT WILL BE HEARD AS A SEPARATE ITEM RIGHT BEFORE THE PRELIMINARY PLAT.

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

TODD M. BUSCH
426 ISLE OF VIEW DR.
MCQUEENEY, TX 78123
210-825-3530

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
TODD M. BUSCH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
 THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME
 FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY
 THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20_____.

NOTARY PUBLIC

SCALE: 1"=100'

SIR: SET 1/2" IRON ROD W/CAP
FIR: FOUND 1/2" IRON ROD
ORGT: OFFICIAL PUBLIC RECORDS GUADALUPE CO., TX
M&PRGCT: MAP & PLAT RECORDS GUADALUPE CO., TX
ELEC: ELECTRIC
TELE: TELEPHONE
CATV: CABLE TV

MICHAEL F. LUCCI, PE
REGISTERED PROFESSIONAL ENGINEER NO. 82822
MICHAEL F. LUCCI, PE, PLLC, FIRM #757
24165 W. INTERSTATE 10, STE. 217-409
SAN ANTONIO, TX 78257
210-213-3462

GEORGE E. LUCAS, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM #10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512-635-4857

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.

THIS PLAT OF BUSCH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION

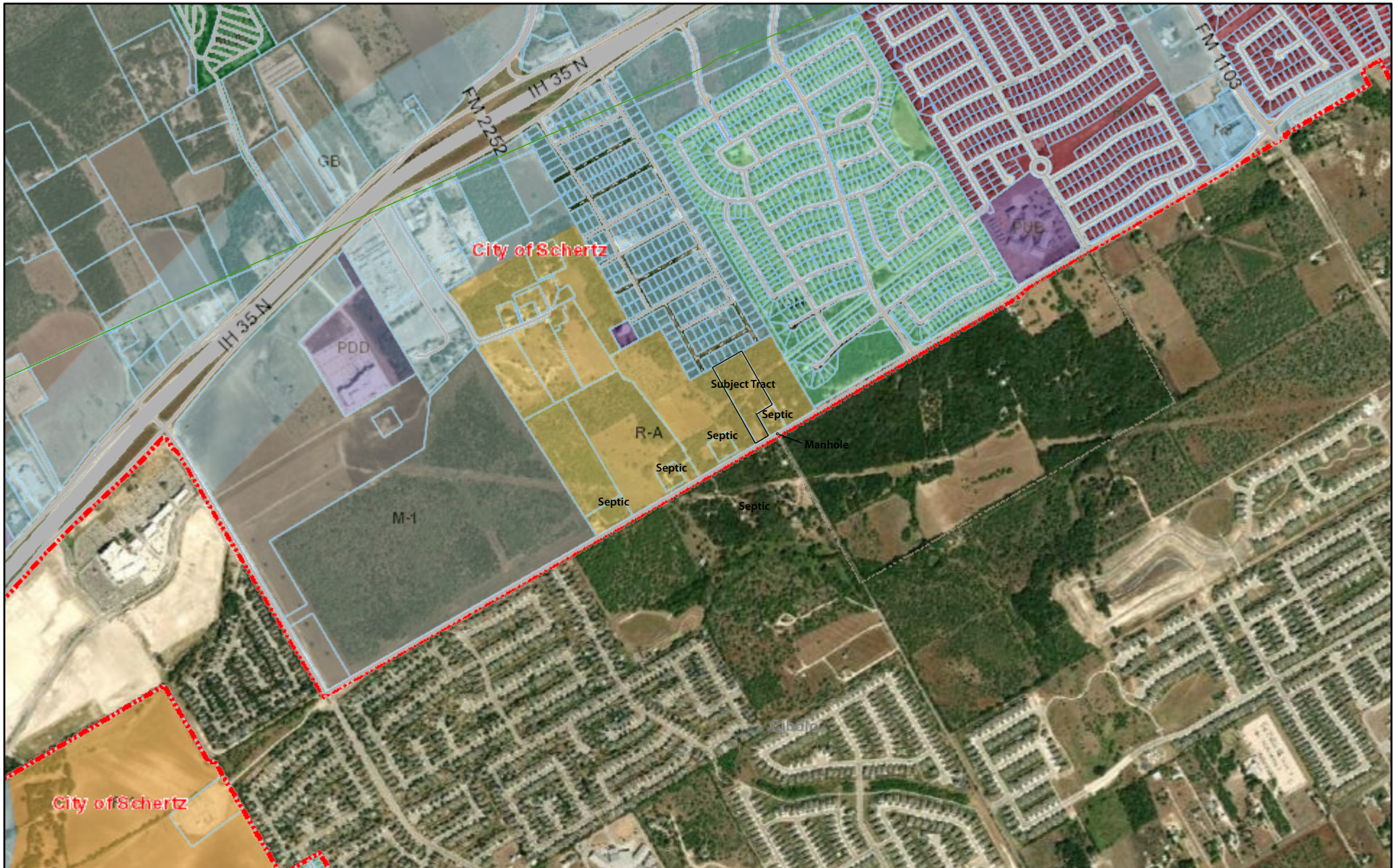
BY _____
CHAIRMAN

BY _____
SECRETARY

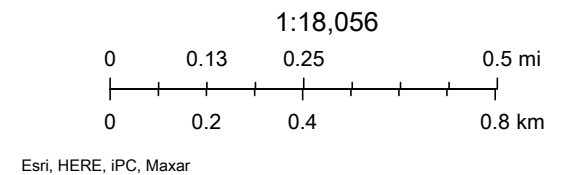
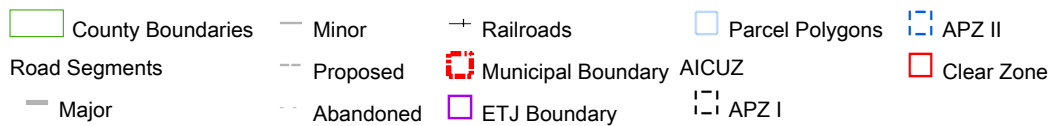
*PLAT ESTABLISHING
BUSCH SUBDIVISION*

ESTABLISHING LOT 1 BLOCK 1, BEING 4.946 ACRES OUT OF THE MARTIN AND WALKER SURVEY NO. 113, ABSTRACT NO. 244, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 6.0336 ACRE TRACT OF LAND RECORDED IN VOLUME 2503, PAGE 172, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

The City of Schertz



4/15/2021, 10:43:56 AM



MILLER BROS.

July 7,2021

Re: 19094 Old Wiederstein Rd-Sewer Project

Miller Bros., a Division of Wampole-Miller, Inc. is pleased to present our proposal to provide the necessary materials, labor, equipment, and supervision required to complete the installation of the sewer services for the above referenced project.

Scope of Work

Sewer System

- Provide and install approximately 220 LF of 8-inch PVC SDR 26 sewer pipe according to City of Schertz Standards
- Connect to existing manhole.
- Provide Trench Safety protection
- Restore paved areas
- Revegetate as needed

Clarifications: This quote is valid for 30 days. One mobilization, any extra mobilizations will incur a \$2,500 charge. There was no Bid Drawings available at time of bid. All work will be performed according to City of Schertz Specifications. Pricing is subject to change accordingly should the conditions change.

OUR LUMP SUM PRICE: \$104,351.52

(One hundred-four thousand, three hundred fifty-one dollars and fifty-two cents)

MILLER BROS.

Exclusions:

- Layout/Traffic Control
- Density testing
- Dewatering
- Uncharted Utilities/conflicts
- Permitting
- Impact fees
- Bond (Available at 2.5%)

If you have any questions or comments regarding this proposal, or if we can be of further service, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abraham Gomez', with a stylized, cursive script.

Abraham Gomez
Estimator/Project Manager

From: [BUSCH HOLDINGS](#)
To: [mddu@astgar.com](#)
Subject: Fw: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
Date: Wednesday, July 7, 2021 4:55:30 PM

----- Forwarded Message -----

From: JT UNDERGROUND <jtuinc@gmail.com>
To: BHLLC <buschholdings@yahoo.com>
Sent: Wednesday, July 7, 2021, 4:52:17 PM CDT
Subject: Fwd: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP

----- Forwarded message -----

From: Frank Opiela <faopiel@sbglobal.net>
Date: Wed, Jul 7, 2021 at 4:51 PM
Subject: Re: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
To: JT UNDERGROUND <jtuinc@gmail.com>, Kyle Carpenter <kyle@opielaplumbing.com>, Frank Opiela <faopiel@sbglobal.net>

Todd,

The Estimated cost to run 210' of 8" PVC Sewer Line in the middle of Old Wiederstein Road, approximately 25' Deep in Rock is \$ 1,248.00 a foot for a total of **\$ 262,080.00**. This includes all Equipment, Street signage and Barricades, City Permits, Shoring, Rock Sawing, Milling, back fill and compaction, with flo-able fill toping and Asphalt Patching. We can send an formal Proposal tomorrow am to you.

Frank A. Opiela

(210) 633-2431

Call with any questions!

Have a good day!

On Monday, July 5, 2021, 07:37:13 AM CDT, JT UNDERGROUND <jtuinc@gmail.com> wrote:

After hours recorded line.. call me when you are available at 210-825-3530

On Mon, Jul 5, 2021 at 7:34 AM Frank Opiela <faopiel@sbglobal.net> wrote:

Todd,
Give me a call at the office this AM.
If I dont answer call me back. I am here and we can discuss! 25' Deep Euh!

Frank A. Opiela

(210) 633-2431

Call with any questions!

Have a good day!

On Monday, July 5, 2021, 07:04:32 AM CDT, JT UNDERGROUND <jtuinc@gmail.com> wrote:

Good Morning. I contacted Curtis last week about five acres I have at 19094Old Wiederstein in Schertz. I sold the sith acre with the house on it and kept the 5 acres. The city is requiring me to place a sewer across the front of the property from the manhole @ Dean Rd and Old Wiederstein. We are fighting this because we are not developing the land. We are trying to make the point that It is cost prohibited. The sewer will be about 110' long and about 25' deep. I was due to submit some #'s tomorrow :(. Curtis just asked me to contact you . I would really appreciate it if you could through together some #'s. I do not know the size of sewer to be placed so what ever you think.

Thank You
GOD Bless
Todd 210-825-3530

----- Forwarded message -----

From: JT UNDERGROUND <jtuinc@gmail.com>
Date: Thu, Jun 24, 2021 at 4:00 PM
Subject: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
To: Opelia Kurtiss <kurtis@opielaplumbing.com>

<https://www.google.com/maps/place/19094+Old+Wiederstein+Rd+Schertz+TX+78108/@29.6088548,-98.248174,3a,75y,247h,4.4,62t/data=!3m6!1e1!3m4!1s6d092h0qj257PF4S57puVgJ2e0l71131!2B!6A6A14m5!3m4!1s0x865c93c47bced429-0xc5e86011:cfaf1c5d8m213d29-60987d314d-98-2490402>



GOD Bless
7055 PIPESTONE,
SCHERTZ, TX 78154
(210) 825-3530



GOD Bless
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SCHERTZ, TX 78154
(210) 825-3530




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SCHERTZ, TX 78154
(210) 825-3530



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SCHERTZ, TX 78154
(210) 825-3530

Memo

To: City Council via Megan Harrison, Planner

From: John Nowak, P.E., Engineer 

Date: July 22, 2021

Re: Recommendation for Waivers to the Requirements to Connect to Sanitary
Sewer and to Extend Public Sanitary Sewer for the Proposed Busch
Subdivision

The developer of the proposed Busch Subdivision (near the intersection of Old Wiederstein Rd and Dean Rd) has requested two waivers concerning sanitary sewer requirements contained in the Unified Development Code (UDC). A summary of the waivers and Staff recommendations for each are as follows.

Section 21.15.3.A of the UDC requires all lots in a proposed subdivision to be provided with a connection to a public sanitary sewer system. Sanitary sewer exists at the intersection of Wiederstein Road and Dean Road, which is located approximately 72 feet away from the southeast corner of Busch Subdivision. When evaluating sewer connection waiver requests, Staff uses Municipal Code Section 90-78 as a guide to determine the reasonableness of the waiver request. Section 90-78 specifies that a residential property located 500 feet or less of a sanitary sewer system are required to connect to the sanitary sewer facility. Since the proposed Busch Subdivision is well within 500 feet of the existing sewer system, Staff determined that the request to not connect is unreasonable and not consistent with other sewer connection waiver requests previously approved. Previously approved sewer waiver connection requests generally involved subdivisions located thousands of feet away from the nearest sewer system. Therefore, Staff recommends denial of the request for a waiver of the requirement for Busch Subdivision to connect to public sanitary sewer.

Section 21.15.2.D of the UDC requires sanitary sewer lines to be extended across the proposed subdivision's frontage. The proposed Busch Subdivision's Old Wiederstein Road frontage is approximately 140 feet. When evaluating sewer extension waiver requests, Staff primarily considers whether the sewer extension will actually be able to provide sewer service to upstream areas. For example, if the proposed subdivision is at the top of the "sewer shed" (the highest elevation in the area served by a sewer main), then an extension of the line would not be able to provide service to adjacent areas. The adjacent areas would be served by a different sewer main/system. Therefore the extension would essentially be an empty, unused pipe. In such a case, a waiver to extend the sewer line would be a reasonable request. However, in this case, the proposed Busch Subdivision is not at the top of the "sewer shed." There are adjacent properties to the west and north of the proposed subdivision that would use this line extension for sewer service. Because of this, the waiver request would not be reasonable. Staff also does consider cost of the extension relative to the proposed subdivision size and development type. Staff has reviewed the estimated costs of the sewer line extension for the proposed Busch Subdivision provided by the developer and disagrees with the costs. Based on documentation provided, the developer-proposed costs assume the sewer extension needs to be installed very deeply (25 feet deep) to connect to the existing sewer system. This is not the case. The sewer extension can be installed at a shallower depth (approximately 5 feet) and connect into the manhole at the Wiederstein Road/Dean Road intersection. Based on recent bid prices and private development prices for sanitary sewer lines at "normal" depths, Staff expects the construction cost to be closer to \$50,000. Therefore, Staff recommends denial of the waiver request to the requirement to extend a sanitary sewer line across the Busch Subdivision Wiederstein Road frontage.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Planning & Community Development
Subject: PC2021-022 - Consideration and action on an appeal of a Planning and Zoning Commission determination regarding a request for a waiver related to on-site sewage facilities for the Busch Subdivision, on approximately 5-acre tract of land generally located 4,700 feet east of the intersection of Old Wiederstein Road and Cibolo Valley Drive, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/M. Harrison).

BACKGROUND

The applicant is seeking approval of the appeal request for the approximately 5 acre tract of land in order to be able to install an On-Site Sewage Facility (OSSF). The subject property is currently vacant land is zoned Single-Family Residential/ Agricultural District (R-A). The Planning and Zoning Commission met on June 23, 2021, where they heard the applicants request to not extend public wastewater systems but to instead install an On-Site Sewage Facility (OSSF). At this meeting the commission voted 3 in favor and 3 opposed, with 1 abstention and under the Planning and Zoning Commission Bylaws an abstention vote is considered a nay vote, which then ended with the waiver request to install an On-Site Sewage Facility (OSSF) denied.

Per the UDC Section 21.4.14.B - Appeal requirements- Any person or persons aggrieved by any decision on a Development Application, or any marshal, officer, department, or board of the City may appeal a decision on a Development Application to the Board, Commission or the City Council responsible for consideration of the appeal as indicated in this UDC. An appeal shall contain a written statement of the reasons why the decision is erroneous, and shall be accompanied by a fee established by the City Council. An appeal by an applicant shall be accompanied by a copy of the Development Application on which the initial decision was rendered. An appeal may include any other documents that support the position of the appellant. A written appeal must be filed with the City Manager or his/her designee within ten (10) working days after the date of notification of the decision on the Development Application.

The applicant submitted the appeal request stating the following reasons why they should be allowed to install an OSSF:

- There are four (4) tracts along Old Wiederstein Road that are currently on septic systems and any sewer extension would remain unsued by the adjoining lots.
- The property is worth \$178,059.00 and the cost to extend the public wastewater system from the manhole, approximately forty-two (42') feet, located at the intersection of Old Wiederstein Road and Dean Road, along the frontage of the property, approximately one hundred forty-two (142') feet would range in cost from one hundred and four thousand (\$104,000) to the upper range of two hundred sixty-two thousand (\$262,000)

Nineteen (19) public hearing notices were mailed to the surrounding property owners on July 9, 2021, and published in the San Antonio Express on the same date.

At the time of this report, staff has received two (2) responses opposed to the request, and we have received zero (0) in favor to the request.

Attachments

Aerial Map

Preliminary Plat

Appeal Letter

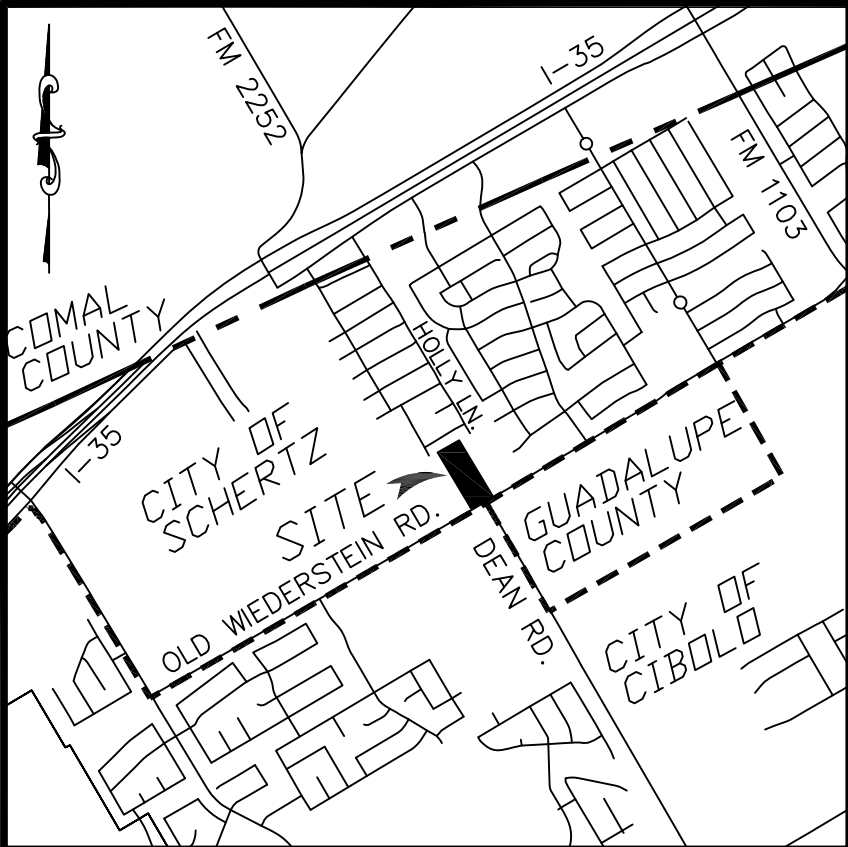
Busch Current Sewer Map

Septic Exhibit

Busch Subdivision Cost Estimate

Busch Subdivision Cost Estimate 2

Engineering Memo



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)(C.O.R.S.).

NOTES:

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2. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
3. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48187C0230F, DATED 11/2/07, IS LOCATED IN ZONE 'X' AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
4. ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND/OR ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.
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STATE OF TEXAS
COUNTY OF GUADALUPE

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

TODD M. BUSCH
426 ISLE OF VIEW DR.
MCQUEENEY, TX 78123
210-825-3530

STATE OF TEXAS
COUNTY OF GUADALUPE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TODD M. BUSCH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20____.

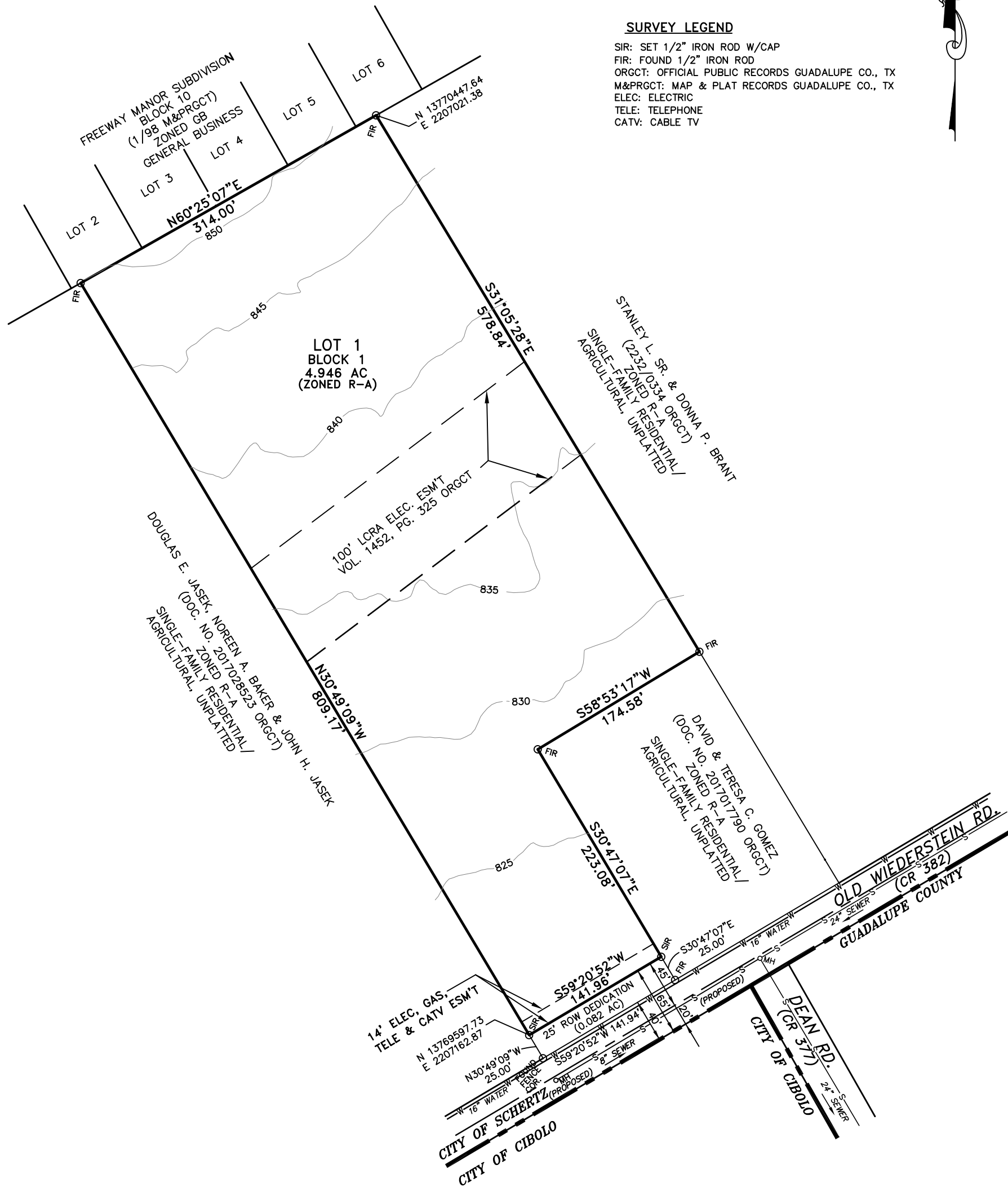
NOTARY PUBLIC

- C.P.S. NOTES:
1. THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THE PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLMENT, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
 2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATION SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
 3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE, EASEMENT OR ANY OTHER EASEMENT FOR UTILITIES.



SURVEY LEGEND

SIR: SET 1/2" IRON ROD W/CAP
FIR: FOUND 1/2" IRON ROD
ORGCT: OFFICIAL PUBLIC RECORDS GUADALUPE CO., TX
M&PRGCT: MAP & PLAT RECORDS GUADALUPE CO., TX
ELEC: ELECTRIC
TELE: TELEPHONE
CATV: CABLE TV



I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MICHAEL F. LUCCI, PE
REGISTERED PROFESSIONAL ENGINEER NO. 82822
MICHAEL F. LUCCI, PE, PLLC, FIRM #757
24165 W. INTERSTATE 10, STE. 217-409
SAN ANTONIO, TX 78257
210-213-3462

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

GEORGE E. LUCAS, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM #10193975
2205 STONECREST PATH
NEW BRAUNFELS, TX 78130
512-635-4857

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.

CITY ENGINEER

PLANNING AND ZONING COMMISSION:

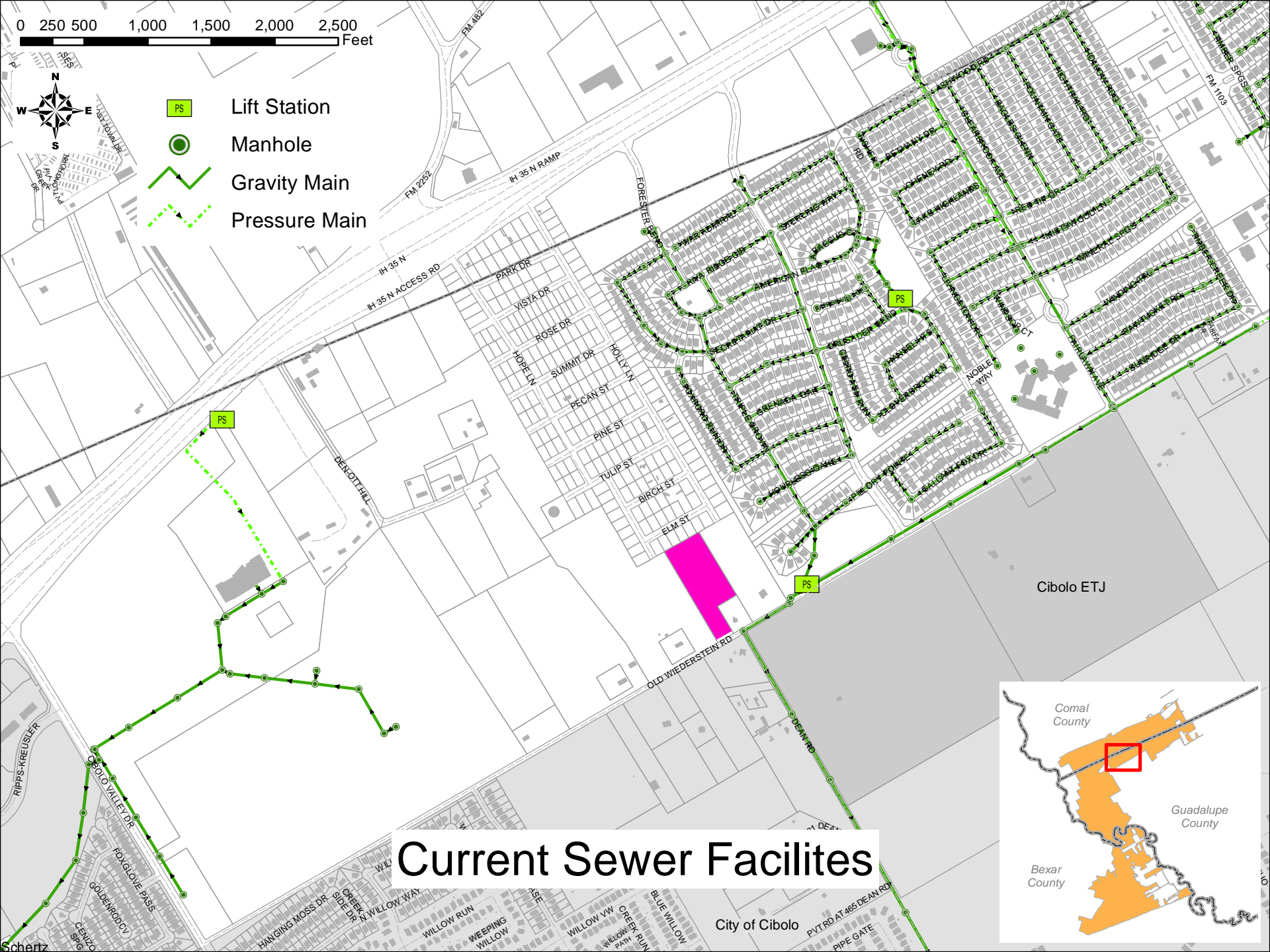
THIS PLAT OF BUSCH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION

BY CHAIRMAN

BY SECRETARY

PLAT ESTABLISHING
BUSCH SUBDIVISION

ESTABLISHING LOT 1, BLOCK 1, BEING 4.946 ACRES OUT OF THE MARTIN AND WALKER SURVEY NO. 113, ABSTRACT NO. 244, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 6.0336 ACRE TRACT OF LAND RECORDED IN VOLUME 2503, PAGE 172, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



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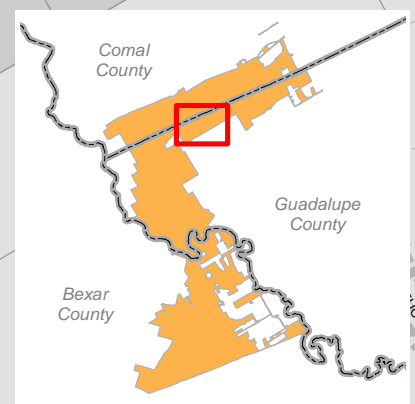


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- Gravity Main
- Pressure Main

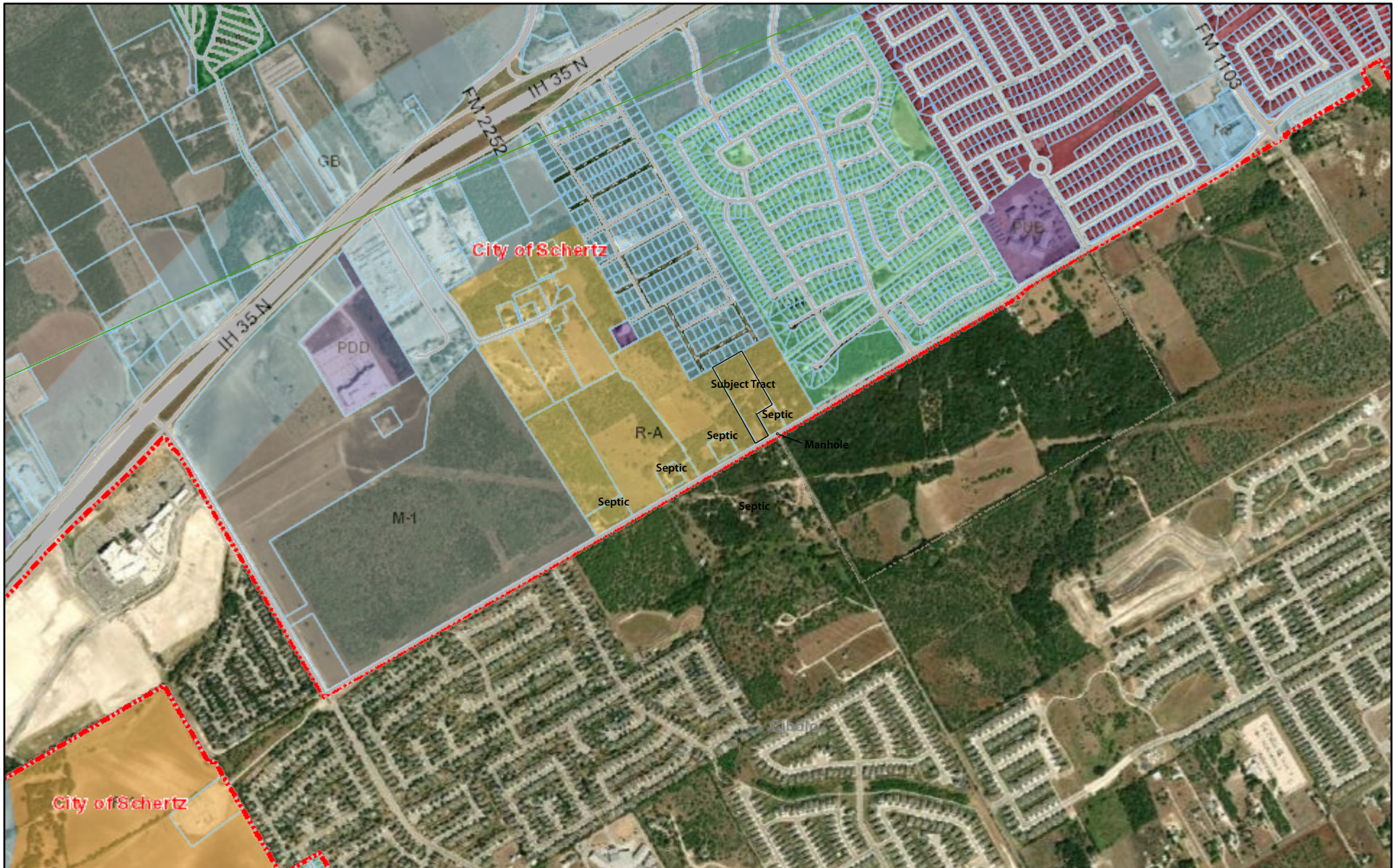
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City of Cibola

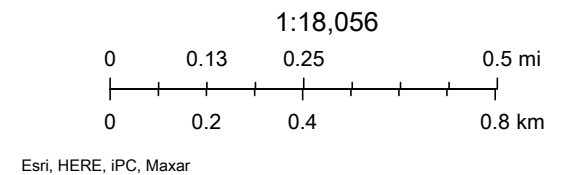
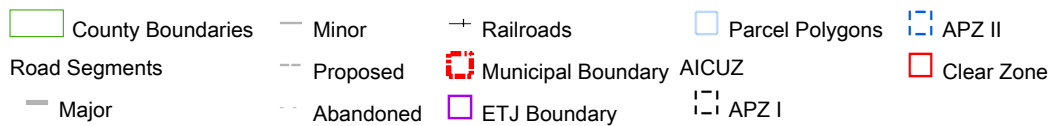
Cibola ETJ



The City of Schertz



4/15/2021, 10:43:56 AM



MILLER BROS.

July 7,2021

Re: 19094 Old Wiederstein Rd-Sewer Project

Miller Bros., a Division of Wampole-Miller, Inc. is pleased to present our proposal to provide the necessary materials, labor, equipment, and supervision required to complete the installation of the sewer services for the above referenced project.

Scope of Work

Sewer System

- Provide and install approximately 220 LF of 8-inch PVC SDR 26 sewer pipe according to City of Schertz Standards
- Connect to existing manhole.
- Provide Trench Safety protection
- Restore paved areas
- Revegetate as needed

Clarifications: This quote is valid for 30 days. One mobilization, any extra mobilizations will incur a \$2,500 charge. There was no Bid Drawings available at time of bid. All work will be performed according to City of Schertz Specifications. Pricing is subject to change accordingly should the conditions change.

OUR LUMP SUM PRICE: \$104,351.52

(One hundred-four thousand, three hundred fifty-one dollars and fifty-two cents)

MILLER BROS.

Exclusions:

- Layout/Traffic Control
- Density testing
- Dewatering
- Uncharted Utilities/conflicts
- Permitting
- Impact fees
- Bond (Available at 2.5%)

If you have any questions or comments regarding this proposal, or if we can be of further service, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abraham Gomez', with a stylized, cursive script.

Abraham Gomez
Estimator/Project Manager

From: [BUSCH HOLDINGS](#)
To: [mddu@astgar.com](#)
Subject: Fw: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
Date: Wednesday, July 7, 2021 4:55:30 PM

----- Forwarded Message -----

From: JT UNDERGROUND <jtuinc@gmail.com>
To: BHLLC <buschholdings@yahoo.com>
Sent: Wednesday, July 7, 2021, 4:52:17 PM CDT
Subject: Fwd: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP

----- Forwarded message -----

From: Frank Opiela <faopiel@sbglobal.net>
Date: Wed, Jul 7, 2021 at 4:51 PM
Subject: Re: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
To: JT UNDERGROUND <jtuinc@gmail.com>, Kyle Carpenter <kyle@opielaplumbing.com>, Frank Opiela <faopiel@sbglobal.net>

Todd,

The Estimated cost to run 210' of 8" PVC Sewer Line in the middle of Old Wiederstein Road, approximately 25' Deep in Rock is \$ 1,248.00 a foot for a total of **\$ 262,080.00**. This includes all Equipment, Street signage and Barricades, City Permits, Shoring, Rock Sawing, Milling, back fill and compaction, with flo-able fill toping and Asphalt Patching. We can send an formal Proposal tomorrow am to you.

Frank A. Opiela

(210) 633-2431

Call with any questions!

Have a good day!

On Monday, July 5, 2021, 07:37:13 AM CDT, JT UNDERGROUND <jtuinc@gmail.com> wrote:

After hours recorded line.. call me when you are available at 210-825-3530

On Mon, Jul 5, 2021 at 7:34 AM Frank Opiela <faopiel@sbglobal.net> wrote:

Todd,
Give me a call at the office this AM.
If I dont answer call me back. I am here and we can discuss! 25' Deep Euh!

Frank A. Opiela

(210) 633-2431

Call with any questions!

Have a good day!

On Monday, July 5, 2021, 07:04:32 AM CDT, JT UNDERGROUND <jtuinc@gmail.com> wrote:

Good Morning. I contacted Curtis last week about five acres I have at 19094Old Wiederstein in Schertz. I sold the sith acre with the house on it and kept the 5 acres. The city is requiring me to place a sewer across the front of the property from the manhole @ Dean Rd and Old Wiederstein. We are fighting this because we are not developing the land. We are trying to make the point that It is cost prohibited. The sewer will be about 110' long and about 25' deep. I was due to submit some #'s tomorrow :(. Curtis just asked me to contact you . I would really appreciate it if you could through together some #'s. I do not know the size of sewer to be placed so what ever you think.

Thank You
GOD Bless
Todd 210-825-3530

----- Forwarded message -----

From: JT UNDERGROUND <jtuinc@gmail.com>
Date: Thu, Jun 24, 2021 at 4:00 PM
Subject: 19094 OLD WIEDERSTEIN RD SCHERTZ 25FT DEEP
To: Opiela Kurtiss <kurtis@opielaplumbing.com>

<https://www.google.com/maps/place/19094+Old+Wiederstein+Rd+Schertz+TX+78108/@29.6088548,-98.248174,3a,75y,247h,4.4,62t/data=!3m6!1e1!3m4!1s6d092h0qj257PF4S57puVgJ2e0l71131!2B!6A6A14m5!3m4!1s0x865c93c47bcdf429-0xc5e86011cda1153f8m213d29-609874314d-98-2490402>



GOD Bless
7055 PIPESTONE,
SCHERTZ, TX 78154
(210) 825-3530



GOD Bless
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SCHERTZ, TX 78154
(210) 825-3530




GOD Bless
7055 PIPESTONE,
SCHERTZ, TX 78154
(210) 825-3530



GOD Bless
7055 PIPESTONE,
SCHERTZ, TX 78154
(210) 825-3530

Memo

To: City Council via Megan Harrison, Planner

From: John Nowak, P.E., Engineer 

Date: July 22, 2021

Re: Recommendation for Waivers to the Requirements to Connect to Sanitary
Sewer and to Extend Public Sanitary Sewer for the Proposed Busch
Subdivision

The developer of the proposed Busch Subdivision (near the intersection of Old Wiederstein Rd and Dean Rd) has requested two waivers concerning sanitary sewer requirements contained in the Unified Development Code (UDC). A summary of the waivers and Staff recommendations for each are as follows.

Section 21.15.3.A of the UDC requires all lots in a proposed subdivision to be provided with a connection to a public sanitary sewer system. Sanitary sewer exists at the intersection of Wiederstein Road and Dean Road, which is located approximately 72 feet away from the southeast corner of Busch Subdivision. When evaluating sewer connection waiver requests, Staff uses Municipal Code Section 90-78 as a guide to determine the reasonableness of the waiver request. Section 90-78 specifies that a residential property located 500 feet or less of a sanitary sewer system are required to connect to the sanitary sewer facility. Since the proposed Busch Subdivision is well within 500 feet of the existing sewer system, Staff determined that the request to not connect is unreasonable and not consistent with other sewer connection waiver requests previously approved. Previously approved sewer waiver connection requests generally involved subdivisions located thousands of feet away from the nearest sewer system. Therefore, Staff recommends denial of the request for a waiver of the requirement for Busch Subdivision to connect to public sanitary sewer.

Section 21.15.2.D of the UDC requires sanitary sewer lines to be extended across the proposed subdivision's frontage. The proposed Busch Subdivision's Old Wiederstein Road frontage is approximately 140 feet. When evaluating sewer extension waiver requests, Staff primarily considers whether the sewer extension will actually be able to provide sewer service to upstream areas. For example, if the proposed subdivision is at the top of the "sewer shed" (the highest elevation in the area served by a sewer main), then an extension of the line would not be able to provide service to adjacent areas. The adjacent areas would be served by a different sewer main/system. Therefore the extension would essentially be an empty, unused pipe. In such a case, a waiver to extend the sewer line would be a reasonable request. However, in this case, the proposed Busch Subdivision is not at the top of the "sewer shed." There are adjacent properties to the west and north of the proposed subdivision that would use this line extension for sewer service. Because of this, the waiver request would not be reasonable. Staff also does consider cost of the extension relative to the proposed subdivision size and development type. Staff has reviewed the estimated costs of the sewer line extension for the proposed Busch Subdivision provided by the developer and disagrees with the costs. Based on documentation provided, the developer-proposed costs assume the sewer extension needs to be installed very deeply (25 feet deep) to connect to the existing sewer system. This is not the case. The sewer extension can be installed at a shallower depth (approximately 5 feet) and connect into the manhole at the Wiederstein Road/Dean Road intersection. Based on recent bid prices and private development prices for sanitary sewer lines at "normal" depths, Staff expects the construction cost to be closer to \$50,000. Therefore, Staff recommends denial of the waiver request to the requirement to extend a sanitary sewer line across the Busch Subdivision Wiederstein Road frontage.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021

Department: Engineering

Subject: Resolution No. 21-R-72 - Consideration and/or action approving a Resolution authorizing a contract with R.L. Jones LP for construction of the Elbel Storm Drain and Overlay Project and authorizing budget expenditures for the project. (B. James/K. Woodlee/J. Nowak)

BACKGROUND

Previously Council authorized a Professional Engineering Services Agreement and an amendment to the original agreement to design the Elbel Storm Drain and Overlay project. The project includes the design of storm drain extensions in Elbel to address drainage issues; installation of a traffic signal at the Westchester and Elbel intersection (the contract amendment); and a mill and overlay of the street surface. After the design was completed, Council Approved Ordinance 21-T-23 on May 25th and June 1st of this year, amending the budget to provide \$1,650,000 for construction of the Elbel Storm Drain and Overlay project.

Staff advertised for bids for the project and bids were opened on July 8, 2021. Five bids were received, ranging from a low bid of \$1,864,762.03 to a high bid of \$2,191,213.24. The low bid received was from R.L. Jones LP. The City's consultant, Ford Engineering, and Staff have reviewed the bids and checked references and other documentation from the low bidder. Based on the reviews, Ford Engineering and Staff concur that R.L. Jones LP should be awarded the construction contract for the project.

The previously allocated funding is not sufficient to fully fund construction of the project. Funding to make up the shortfall is available from the excess General Fund Reserves allocated to SPAM. Staff proposes using \$314,000 of those funds to fund the contract amount, plus provide for 5.32% of construction contingency for the project.

GOAL

To obtain authorization from City Council to execute a construction contract with R.L. Jones LP for \$1,864,762.03, and a not to exceed amount of \$1,964,000.00, for the Elbel Storm Drain and Overlay Project.

COMMUNITY BENEFIT

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 signal that improves pedestrian and vehicular safety at the Elbel/Westchester Intersection.

SUMMARY OF RECOMMENDED ACTION

Authorize execution of the construction contract for the Elbel Storm Drain and Overlay project to R.L. Jones LP, for \$1,864,762.03 and a not to exceed amount of \$1,964,000.00.

FISCAL IMPACT

Funding for the not to exceed amount will come from the previously authorized \$1,650,000 in Ordinance 21-T-23 and the amount in excess of that (\$314,000) from Excess General Fund Reserves allocated to SPAM. This will leave less funding for the proposed 2020 SPAM projects, resulting in that project being scaled back. The funding breakdown is as follows:

Funding Source	Amount
Ordinance 21-T-23	\$1,650,000.00
Excess General Fund Reserves	\$ 314,000.00

Total: \$1,964,000.00

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-72 and authorize award of the bid for the Elbel Storm Drain and Overlay Project to R.L. Jones LP for \$1,864,762.03 and a not to exceed amount of \$1,964,000.00.

Attachments

Ford Engineering Award Recommendation

Resolution 21-R-72

Elbel Project Contract



FORD ENGINEERING, INC

July 12, 2021
Project No. 1124.9403

John Nowak, PE
Engineering Department
City of Schertz
10 Commercial Place, Building 2
Schertz, TX 78154

Re: Elbel Road Storm Extension and Overlay, #2021-13
Recommendation of Award

Five (5) bids were received on the above referenced project at City of Schertz City Hall on July 8, 2021. No irregularities were noted.

The bid is to be awarded per a qualified bidder criteria established by the City of Schertz.

Review of the tabulation and scoring of bid packages received indicates that the apparent low bidder is R.L. Jones LP. with bid of \$1,864,762.03.

The Engineer's Estimate for construction was \$1,631,126.12. The average Bid was \$2,051,426.68.

Ford Engineering, Inc. called references provide by the lowest bidder for projects of similar scope or cost. The majority of the references were positive with regards to quality of work and working relationship for water and sewer construction.

Ford Engineering Inc. recommends that **R.L. Jones LP.** be awarded the contract for the above referenced project in the amount of **\$1,864,762.03.**

Should there be questions, or if further information is needed, please do not hesitate to call me at 210-590-4777.

Sincerely,

Mark B. Hill, PE
FORD ENGINEERING, INC.

Incl. Bid Tabulation, Verification of Low Bidder Unit prices, Summary of references called.

Bibel Road Storm Extension and Overlay Bid Tabulation Bid date: July 8, 2021 - 3:00 PM Project No. 1124.9403					BIDDERS									
					Alamo City Constructors		Jerdon Enterprises		Pesado Construction		RL Jones		San Antonio Constructors	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
Road Mill and Overlay														
1502	Mobilization	LS	1	\$ 86,124.00	\$ 86,124.00	\$ 215,970.00	\$ 215,970.00	\$ 220,000.00	\$ 220,000.00	\$ 75,000.00	\$ 75,000.00	\$ 176,800.00	\$ 176,800.00	
1410	TPDES -Storm Water Pollution Prevention Plan	LS	1	\$ 1,725.00	\$ 1,725.00	\$ 2,484.00	\$ 2,484.00	\$ 25,324.00	\$ 25,324.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	
1555	Traffic Control and Regulation	LS	1	\$ 129,287.00	\$ 129,287.00	\$ 58,420.00	\$ 58,420.00	\$ 61,171.52	\$ 61,171.52	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00	
1570	Storm Water Pollution Control	LS	1	\$ 33,537.00	\$ 33,537.00	\$ 16,305.00	\$ 16,305.00	\$ 20,626.00	\$ 20,626.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	
2221	Remove Concrete Curb	LF	68	\$ 10.00	\$ 680.00	\$ 7.00	\$ 476.00	\$ 5.30	\$ 360.40	\$ 1.00	\$ 68.00	\$ 20.00	\$ 1,360.00	
2221	Remove Concrete Curb and Gutter	LF	694	\$ 7.00	\$ 4,858.00	\$ 8.00	\$ 5,552.00	\$ 5.10	\$ 3,539.40	\$ 1.00	\$ 694.00	\$ 5.00	\$ 3,470.00	
2221	Remove Concrete Sidewalk and Driveway	SY	278	\$ 35.00	\$ 9,730.00	\$ 18.00	\$ 5,004.00	\$ 15.50	\$ 4,309.00	\$ 2.70	\$ 750.60	\$ 5.00	\$ 1,390.00	
2221	Asphalt Surface 7" Wide Wedge Mill (2") (Both Sides)	SY	5607	\$ 10.00	\$ 56,070.00	\$ 3.30	\$ 18,503.10	\$ 4.56	\$ 25,567.92	\$ 2.25	\$ 12,615.75	\$ 5.00	\$ 28,035.00	
2741	Asphalt Concrete Pavement Type D (Level Up)	TN	171	\$ 188.00	\$ 32,148.00	\$ 120.00	\$ 20,520.00	\$ 59.00	\$ 10,089.00	\$ 95.00	\$ 16,245.00	\$ 100.00	\$ 17,100.00	
2741	Asphalt Concrete Pavement Type D (2")	TN	1688	\$ 127.00	\$ 214,376.00	\$ 87.00	\$ 146,856.00	\$ 69.00	\$ 116,472.00	\$ 75.00	\$ 126,600.00	\$ 90.00	\$ 151,920.00	
2743	Tack Coat	GAL	756	\$ 6.00	\$ 4,536.00	\$ 3.75	\$ 2,835.00	\$ 3.00	\$ 2,268.00	\$ 3.25	\$ 2,457.00	\$ 6.00	\$ 4,536.00	
2764	Raised Reflective Pavement Marking Type I (one reflective face)	EA	162	\$ 6.00	\$ 972.00	\$ 5.50	\$ 891.00	\$ 6.20	\$ 1,004.40	\$ 6.00	\$ 972.00	\$ 5.50	\$ 891.00	
2764	Raised Reflective Pavement Marking Type II (two reflective face)	EA	162	\$ 6.00	\$ 972.00	\$ 6.60	\$ 1,069.20	\$ 6.20	\$ 1,004.40	\$ 6.00	\$ 972.00	\$ 6.50	\$ 1,053.00	
2767	Thermoplastic Pavement Markings (White) (4")	LF	1312	\$ 1.00	\$ 1,312.00	\$ 1.15	\$ 1,508.80	\$ 1.00	\$ 1,312.00	\$ 1.75	\$ 2,296.00	\$ 1.00	\$ 1,312.00	
2767	Thermoplastic Pavement Markings (White) (12")	LF	40	\$ 4.00	\$ 160.00	\$ 7.00	\$ 280.00	\$ 5.20	\$ 208.00	\$ 5.25	\$ 210.00	\$ 5.25	\$ 210.00	
2767	Thermoplastic Pavement Markings (White) (24")	LF	371	\$ 10.00	\$ 3,710.00	\$ 12.00	\$ 4,452.00	\$ 7.20	\$ 2,671.20	\$ 10.20	\$ 3,784.20	\$ 8.00	\$ 2,968.00	
2767	Thermoplastic Pavement Markings (Yellow) (4")	LF	4769	\$ 1.00	\$ 4,769.00	\$ 1.15	\$ 5,484.35	\$ 1.00	\$ 4,769.00	\$ 1.75	\$ 8,345.75	\$ 1.00	\$ 4,769.00	
2767	Thermoplastic Pavement Symbols (Arrow)	EA	2	\$ 238.00	\$ 476.00	\$ 389.00	\$ 778.00	\$ 312.00	\$ 624.00	\$ 180.00	\$ 360.00	\$ 200.00	\$ 400.00	
2771	Concrete Curb	LF	46	\$ 47.00	\$ 2,162.00	\$ 24.00	\$ 1,104.00	\$ 20.00	\$ 920.00	\$ 20.00	\$ 920.00	\$ 16.00	\$ 736.00	
2771	Concrete Curb and Gutter	LF	476	\$ 38.00	\$ 18,088.00	\$ 40.00	\$ 19,040.00	\$ 20.00	\$ 9,520.00	\$ 30.00	\$ 14,280.00	\$ 18.00	\$ 8,568.00	
2775	Concrete Sidewalk	SY	232	\$ 80.00	\$ 18,560.00	\$ 94.00	\$ 21,808.00	\$ 138.00	\$ 32,016.00	\$ 65.00	\$ 15,080.00	\$ 70.00	\$ 16,240.00	
2911	Topsoil	CY	34	\$ 48.00	\$ 1,632.00	\$ 23.00	\$ 782.00	\$ 45.00	\$ 1,530.00	\$ 55.00	\$ 1,870.00	\$ 20.00	\$ 680.00	
2922	Sodding	SY	299	\$ 10.00	\$ 2,990.00	\$ 17.00	\$ 5,083.00	\$ 6.00	\$ 1,794.00	\$ 15.00	\$ 4,485.00	\$ 7.00	\$ 2,093.00	
Road Mill and Overlay Total					\$ 628,874.00		\$ 555,205.45		\$ 547,100.24		\$ 322,005.30		\$ 462,531.00	
Drainage Improvments														
2260	Trench Safety System	LF	2380	\$ 1.00	\$ 2,380.00	\$ 3.50	\$ 8,330.00	\$ 3.00	\$ 7,140.00	\$ 8.00	\$ 19,040.00	\$ 2.00	\$ 4,760.00	
2320	Flowable Fill	CY	2104	\$ 158.00	\$ 332,432.00	\$ 133.00	\$ 279,832.00	\$ 177.00	\$ 372,408.00	\$ 215.00	\$ 452,360.00	\$ 120.00	\$ 252,480.00	
2320	Secondary Fill	CY	27	\$ 53.00	\$ 1,431.00	\$ 14.00	\$ 378.00	\$ 42.00	\$ 1,134.00	\$ 25.00	\$ 675.00	\$ 100.00	\$ 2,700.00	
2631	Storm Sewer (RCP) (24")	LF	409	\$ 107.00	\$ 43,763.00	\$ 129.00	\$ 52,761.00	\$ 258.00	\$ 105,522.00	\$ 105.00	\$ 42,945.00	\$ 70.00	\$ 28,630.00	
2631	Storm Sewer (RCP) (36")	LF	571	\$ 176.00	\$ 100,496.00	\$ 192.00	\$ 109,632.00	\$ 181.00	\$ 103,351.00	\$ 213.00	\$ 121,623.00	\$ 180.00	\$ 102,780.00	
2631	Storm Sewer (RCP) (48")	LF	1323	\$ 252.00	\$ 333,396.00	\$ 276.00	\$ 365,148.00	\$ 266.00	\$ 351,918.00	\$ 305.00	\$ 403,515.00	\$ 300.00	\$ 396,900.00	
2633	Precast Inlet (Complete) (10" Type C - Reverse)	EA	2	\$ 13,089.00	\$ 26,178.00	\$ 29,100.00	\$ 58,200.00	\$ 13,170.00	\$ 26,340.00	\$ 10,500.00	\$ 21,000.00	\$ 14,900.00	\$ 29,800.00	
2633	Precast Inlet (Complete) (10" Type C)	EA	9	\$ 15,028.00	\$ 135,252.00	\$ 20,000.00	\$ 180,000.00	\$ 12,646.00	\$ 113,814.00	\$ 9,500.00	\$ 85,500.00	\$ 20,192.00	\$ 181,728.00	
2633	Precast Inlet Extension (Complete) (10")	EA	9	\$ 5,087.00	\$ 45,783.00	\$ 5,130.00	\$ 46,170.00	\$ 9,238.00	\$ 83,142.00	\$ 4,250.00	\$ 38,250.00	\$ 7,300.00	\$ 65,700.00	
2633	Precast Junction Box (5'x5')	EA	1	\$ 11,304.00	\$ 11,304.00	\$ 15,865.00	\$ 15,865.00	\$ 12,077.00	\$ 12,077.00	\$ 6,500.00	\$ 6,500.00	\$ 11,637.00	\$ 11,637.00	
2633	Precast Junction Box (6'x6')	EA	4	\$ 14,850.00	\$ 59,400.00	\$ 22,440.00	\$ 89,760.00	\$ 12,643.00	\$ 50,572.00	\$ 7,700.00	\$ 30,800.00	\$ 16,000.00	\$ 64,000.00	
2633	Precast Junction Box (7'x7')	EA	1	\$ 20,668.00	\$ 20,668.00	\$ 33,000.00	\$ 33,000.00	\$ 21,861.00	\$ 21,861.00	\$ 12,500.00	\$ 12,500.00	\$ 26,410.00	\$ 26,410.00	
2633	Precast Junction Box (9'x9')	EA	1	\$ 39,849.00	\$ 39,849.00	\$ 40,400.00	\$ 40,400.00	\$ 29,701.00	\$ 29,701.00	\$ 25,000.00	\$ 25,000.00	\$ 37,000.00	\$ 37,000.00	
2741	Asphalt Concrete Pavement Type D (3")	TN	230	\$ 286.00	\$ 65,780.00	\$ 134.00	\$ 30,820.00	\$ 86.00	\$ 19,780.00	\$ 65.00	\$ 14,950.00	\$ 100.00	\$ 23,000.00	
misc	Concrete Box Culvert (72"x24")	LF	76	\$ 524.00	\$ 39,824.00	\$ 750.00	\$ 57,000.00	\$ 1,168.00	\$ 88,768.00	\$ 859.00	\$ 65,284.00	\$ 700.00	\$ 53,200.00	
misc	Precast Inlet Riser	VF	17	\$ 62.00	\$ 1,054.00	\$ 1,073.00	\$ 18,241.00	\$ 490.00	\$ 8,330.00	\$ 200.00	\$ 3,400.00	\$ 275.00	\$ 4,675.00	
misc	Concrete Collar	CY	15	\$ 280.00	\$ 4,200.00	\$ 477.00	\$ 7,155.00	\$ 1,520.00	\$ 22,800.00	\$ 275.00	\$ 4,125.00	\$ 200.00	\$ 3,000.00	
misc	Remove and Replace Ornamental Fence	LF	20	\$ 59.00	\$ 1,180.00	\$ 40.00	\$ 800.00	\$ 342.00	\$ 6,840.00	\$ 125.00	\$ 2,500.00	\$ 100.00	\$ 2,000.00	
Drainage Improvments Total					\$ 1,264,370.00		\$ 1,393,492.00		\$ 1,425,498.00		\$ 1,349,967.00		\$ 1,290,400.00	
Elbel & Westchester Dr Traffic Signal														
416	Drill Shaft (TRF SIG Pole) (24 IN)	LF	11.4	\$ 214.00	\$ 2,439.60	\$ 255.00	\$ 2,907.00	\$ 179.00	\$ 2,040.60	\$ 158.00	\$ 1,801.20	\$ 224.00	\$ 2,553.60	
416	Drill Shaft (TRF SIG Pole) (30 IN)	LF	45.2	\$ 250.00	\$ 11,300.00	\$ 278.00	\$ 12,565.60	\$ 181.00	\$ 8,181.20	\$ 160.00	\$ 7,232.00	\$ 244.00	\$ 11,028.80	
618	CONDT (PVC) (SCH 80) (2")	LF	199	\$ 18.00	\$ 3,582.00	\$ 17.00	\$ 3,383.00	\$ 14.50	\$ 2,885.50	\$ 13.00	\$ 2,587.00	\$ 18.00	\$ 3,582.00	
618	CONDT (PVC) (SCH 80) (2") (Bore)	LF	243	\$ 30.00	\$ 7,290.00	\$ 46.00	\$ 11,178.00	\$ 51.00	\$ 12,393.00	\$ 45.00	\$ 10,935.00	\$ 42.00	\$ 10,206.00	
618	CONDT (PVC) (SCH 80) (3")	LF	230	\$ 27.00	\$ 6,210.00	\$ 33.00	\$ 7,590.00	\$ 18.00	\$ 4,140.00	\$ 16.00	\$ 3,680.00	\$ 30.00	\$ 6,900.00	
618	CONDT (PVC) (SCH 80) (3") (Bore)	LF	486	\$ 39.00	\$ 18,954.00	\$ 49.00	\$ 23,814.00	\$ 62.00	\$ 30,132.00	\$ 55.00	\$ 26,730.00	\$ 42.00	\$ 20,412.00	
620	ELEC Conductor (NO. 6) Bare	LF	1158	\$ 0.80	\$ 926.40	\$ 2.00	\$ 2,316.00	\$ 2.00	\$ 2,316.00	\$ 1.43	\$ 1,655.94	\$ 1.70	\$ 1,968.60	
620	ELEC Conductor (NO. 6) Insulated	LF	100	\$ 1.20	\$ 120.00	\$ 2.00	\$ 200.00	\$ 1.85	\$ 185.00	\$ 1.43	\$ 143.00	\$ 1.90	\$ 190.00	
621	Tray Cable (3 COND) (12 AWG)	LF	655	\$ 1.10	\$ 720.50	\$ 2.00	\$ 1,310.00	\$ 2.00	\$ 1,310.00	\$ 1.63	\$ 1,067.65	\$ 1.80	\$ 1,179.00	
624	Ground Box TY D (162922)	EA	4	\$ 1,035.00	\$ 4,140.00	\$ 1,277.00	\$ 5,108.00	\$ 787.00	\$ 3,148.00	\$ 695.00	\$ 2,780.00	\$ 1,200.00	\$ 4,800.00	
628	ELC SRV TY D 120/240 060(NS)SSE/GC(O)	EA	1	\$ 5,949.00	\$ 5,949.00	\$ 7,590.00	\$ 7,590.00	\$ 5,510.00	\$ 5,510.00	\$ 4,868.00	\$ 4,868.00	\$ 6,800.00	\$ 6,800.00	
680	Install HWY TRF SIG (Isolated)	EA	1	\$ 29,747.00	\$ 29,747.00	\$ 23,690.00	\$ 23,690.00	\$ 26,182.00	\$ 26,182.00	\$ 23,130.00	\$ 23,130.00	\$ 21,200.00	\$ 21,200.00	
682	VEH SIG SEC (12") LED (GRN)	EA	8	\$ 171.00	\$ 1,368.00	\$ 282.00	\$ 2,256.00	\$ 233.00	\$ 1,864.00	\$ 206.00	\$ 1,648.00	\$ 248.00	\$ 1,984.00	
682	VEH SIG SEC (12") LED (YEL)	EA	8	\$ 171.00	\$ 1,368.00	\$ 282.00	\$ 2,256.00	\$ 233.00	\$ 1,864.00	\$ 206.00	\$ 1,648.00	\$ 248.00	\$ 1,984.00	
682	VEH SIG SEC (12") LED (RED)	EA	8	\$ 171.00	\$ 1,368.00	\$ 282.00	\$ 2,256.00	\$ 233.00	\$ 1,864.00	\$ 206.00	\$ 1,648.00	\$ 248.00	\$ 1,984.00	
682	PED SIG SEC (LED) (Countdown)	EA	8	\$ 350.00	\$ 2,800.00	\$ 748.00	\$ 5,984.00	\$ 489.00	\$ 3,912.00	\$ 432.00	\$ 3,456.00	\$ 650.00	\$ 5,200.00	
682	Back Plate w/REFL BRDR (3 SEC) ALUM	EA	8	\$ 83.										

Low Bidder Verification				RL Jones		Average Unit Price		Lowest Unit Price Bid		Engineer		Comments
Item No.	Item Description	UNIT	Quantity	Unit Price	Cost	Unit Price	% Diff	Unit Price	Diff	Unit Price	% Diff	
1502	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 154,778.80	-52%	\$ 75,000.00	0%	\$ 131,839.92	-43%	Less than 50% of average unit price
1410	TPDES -Storm Water Pollution Prevention Plan	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 8,406.60	-70%	\$ 1,725.00	45%	\$ 35,956.34	-93%	Less than 50% of average unit price
1555	Traffic Control and Regulation	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 59,375.70	-49%	\$ 18,000.00	67%	\$ 35,956.34	-17%	Less than average and large percentage of total project cost
1570	Storm Water Pollution Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 16,393.60	-91%	\$ 1,500.00	0%	\$ 35,956.34	-96%	Less than 50% of average unit price
2221	Remove Concrete Curb	LF	68	\$ 1.00	\$ 68.00	\$ 8.66	-88%	\$ 1.00	0%	\$ 5.00	-80%	Less than 50% of average unit price
2221	Remove Concrete Curb and Gutter	LF	694	\$ 1.00	\$ 694.00	\$ 5.22	-81%	\$ 1.00	0%	\$ 8.00	-88%	Less than 50% of average unit price
2221	Remove Concrete Sidewalk and Driveway	SY	278	\$ 2.70	\$ 750.60	\$ 15.24	-82%	\$ 2.70	0%	\$ 11.00	-75%	Less than 50% of average unit price
2221	Asphalt Surface 7' Wide Wedge Mill (2") (Both Sides)	SY	5607	\$ 2.25	\$ 12,615.75	\$ 5.02	-55%	\$ 2.25	0%	\$ 4.00	-44%	Less than 50% of average unit price
2741	Asphalt Concrete Pavement Type D (Level Up)	TN	171	\$ 95.00	\$ 16,245.00	\$ 112.40	-15%	\$ 59.00	61%	\$ 125.00	-24%	Within Reason
2741	Asphalt Concrete Pavement Type D (2")	TN	1688	\$ 75.00	\$ 126,600.00	\$ 89.60	-16%	\$ 69.00	9%	\$ 125.00	-40%	Within Reason
2743	Tack Coat	GAL	756	\$ 3.25	\$ 2,457.00	\$ 4.40	-26%	\$ 3.00	8%	\$ 3.10	5%	Within Reason
2764	Raised Reflective Pavement Marking Type I (one reflective face)	EA	162	\$ 6.00	\$ 972.00	\$ 5.84	3%	\$ 5.50	9%	\$ 8.00	-25%	Within Reason
2764	Raised Reflective Pavement Marking Type II (two reflective face)	EA	162	\$ 6.00	\$ 972.00	\$ 6.26	-4%	\$ 6.00	0%	\$ 8.00	-25%	Within Reason
2767	Thermoplastic Pavement Markings (White) (4")	LF	1312	\$ 1.75	\$ 2,296.00	\$ 1.18	48%	\$ 1.00	75%	\$ 1.76	-1%	Within Reason
2767	Thermoplastic Pavement Markings (White) (12")	LF	40	\$ 5.25	\$ 210.00	\$ 5.34	-2%	\$ 4.00	31%	\$ 3.52	49%	Within Reason
2767	Thermoplastic Pavement Markings (White) (24")	LF	371	\$ 10.20	\$ 3,784.20	\$ 9.48	8%	\$ 7.20	42%	\$ 5.50	85%	Within Reason
2767	Thermoplastic Pavement Markings (Yellow) (4")	LF	4769	\$ 1.75	\$ 8,345.75	\$ 1.18	48%	\$ 1.00	75%	\$ 3.30	-47%	Within Reason
2767	Thermoplastic Pavement Symbols (Arrow)	EA	2	\$ 180.00	\$ 360.00	\$ 263.80	-32%	\$ 180.00	0%	\$ 800.00	-78%	Within Reason
2771	Concrete Curb	LF	46	\$ 20.00	\$ 920.00	\$ 25.40	-21%	\$ 16.00	25%	\$ 20.00	0%	Within Reason
2771	Concrete Curb and Gutter	LF	476	\$ 30.00	\$ 14,280.00	\$ 29.20	3%	\$ 18.00	67%	\$ 25.00	20%	Within Reason
2775	Concrete Sidewalk	SY	232	\$ 65.00	\$ 15,080.00	\$ 89.40	-27%	\$ 65.00	0%	\$ 42.00	55%	Within Reason
2911	Topsoil	CY	34	\$ 55.00	\$ 1,870.00	\$ 38.20	44%	\$ 20.00	175%	\$ 28.00	96%	Within Reason
2922	Sodding	SY	299	\$ 15.00	\$ 4,485.00	\$ 11.00	36%	\$ 6.00	150%	\$ 7.00	114%	Within Reason
Road Mill and Overlay Total				\$ 322,005.30								
2260	Trench Safety System	LF	2380	\$ 8.00	\$ 19,040.00	\$ 3.50	129%	\$ 1.00	700%	\$ 3.00	167%	Within Reason
2320	Flowable Fill	CY	2104	\$ 215.00	\$ 452,360.00	\$ 160.60	34%	\$ 120.00	79%	\$ 110.00	95%	Within Reason
2320	Secondary Fill	CY	27	\$ 25.00	\$ 675.00	\$ 46.80	-47%	\$ 14.00	79%	\$ 110.00	-77%	Within Reason
2631	Storm Sewer (RCP) (24")	LF	409	\$ 105.00	\$ 42,945.00	\$ 133.80	-22%	\$ 70.00	50%	\$ 76.00	38%	Within Reason
2631	Storm Sewer (RCP) (36")	LF	571	\$ 213.00	\$ 121,623.00	\$ 188.40	13%	\$ 176.00	21%	\$ 130.00	64%	Within Reason
2631	Storm Sewer (RCP) (48")	LF	1323	\$ 305.00	\$ 403,515.00	\$ 279.80	9%	\$ 252.00	21%	\$ 211.00	45%	Within Reason
2633	Precast Inlet (Complete) (10' Type C - Reverse)	EA	2	\$ 10,500.00	\$ 21,000.00	\$ 16,151.80	-35%	\$ 10,500.00	0%	\$ 10,135.00	4%	Within Reason
2633	Precast Inlet (Complete) (10' Type C)	EA	9	\$ 9,500.00	\$ 85,500.00	\$ 15,473.20	-39%	\$ 9,500.00	0%	\$ 10,135.00	-6%	Within Reason
2633	Precast Inlet Extension (Complete) (10')	EA	9	\$ 4,250.00	\$ 38,250.00	\$ 6,201.00	-31%	\$ 4,250.00	0%	\$ 913.00	365%	Within Reason
2633	Precast Junction Box (5'x5')	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 11,476.60	-43%	\$ 6,500.00	0%	\$ 4,090.00	59%	Within Reason
2633	Precast Junction Box (6'x6')	EA	4	\$ 7,700.00	\$ 30,800.00	\$ 14,726.60	-48%	\$ 7,700.00	0%	\$ 7,280.00	6%	Within Reason
2633	Precast Junction Box (7'x7')	EA	1	\$ 12,500.00	\$ 12,500.00	\$ 22,887.80	-45%	\$ 12,500.00	0%	\$ 10,400.00	20%	Within Reason
2633	Precast Junction Box (9'x9')	EA	1	\$ 25,000.00	\$ 25,000.00	\$ 34,390.00	-27%	\$ 25,000.00	0%	\$ 13,790.00	81%	Within Reason
2741	Asphalt Concrete Pavement Type D (3")	TN	230	\$ 65.00	\$ 14,950.00	\$ 134.20	-52%	\$ 65.00	0%	\$ 125.00	-48%	Less than 50% of average unit price
misc	Concrete Box Culvert (72"x24")	LF	76	\$ 859.00	\$ 65,284.00	\$ 800.20	7%	\$ 524.00	64%	\$ 530.00	62%	Within Reason
misc	Precast Inlet Riser	VF	17	\$ 200.00	\$ 3,400.00	\$ 420.00	-52%	\$ 62.00	223%	\$ 550.00	-64%	Less than 50% of average unit price
misc	Concrete Collar	CY	15	\$ 275.00	\$ 4,125.00	\$ 550.40	-50%	\$ 200.00	38%	\$ 8.00	3338%	Less than 50% of average unit price
misc	Remove and Replace Ornamental Fence	LF	20	\$ 125.00	\$ 2,500.00	\$ 133.20	-6%	\$ 40.00	213%	\$ 40.00	213%	Within Reason
Drainage Improvments Total				\$ 1,349,967.00								
416	Drill Shaft (TRF SIG Pole) (24 IN)	LF	11	\$ 158.00	\$ 1,801.20	\$ 206.00	-23%	\$ 158.00	0%	\$ 200.07	-21%	Within Reason
416	Drill Shaft (TRF SIG Pole) (30 IN)	LF	45	\$ 160.00	\$ 7,232.00	\$ 222.60	-28%	\$ 160.00	0%	\$ 286.92	-44%	Within Reason
618	CONDT (PVC) (SCH 80) (2")	LF	199	\$ 13.00	\$ 2,587.00	\$ 16.10	-19%	\$ 13.00	0%	\$ 16.28	-20%	Within Reason
618	CONDT (PVC) (SCH 80) (2") (Bore)	LF	243	\$ 45.00	\$ 10,935.00	\$ 42.80	5%	\$ 30.00	50%	\$ 37.81	19%	Within Reason
618	CONDT (PVC) (SCH 80) (3")	LF	230	\$ 16.00	\$ 3,680.00	\$ 24.80	-35%	\$ 16.00	0%	\$ 18.47	-13%	Within Reason
618	CONDT (PVC) (SCH 80) (3") (Bore)	LF	486	\$ 55.00	\$ 26,730.00	\$ 49.40	11%	\$ 39.00	41%	\$ 28.85	91%	Within Reason
620	ELEC Conductor (NO. 6) Bare	LF	1158	\$ 1.43	\$ 1,655.94	\$ 1.59	-10%	\$ 0.80	79%	\$ 1.55	-8%	Within Reason
620	ELEC Conductor (NO. 6) Insulated	LF	100	\$ 1.43	\$ 143.00	\$ 1.68	-15%	\$ 1.20	19%	\$ 1.71	-16%	Within Reason
621	Tray Cable (3 COND) (12 AWG)	LF	655	\$ 1.63	\$ 1,067.65	\$ 1.71	-4%	\$ 1.10	48%	\$ 2.41	-32%	Within Reason
624	Ground Box TY D (162922)	EA	4	\$ 695.00	\$ 2,780.00	\$ 998.80	-30%	\$ 695.00	0%	\$ 843.64	-18%	Within Reason
628	ELC SRV TY D 120/240 060(NS)/SS(E)/GC(O)	EA	1	\$ 4,868.00	\$ 4,868.00	\$ 6,143.40	-21%	\$ 4,868.00	0%	\$ 6,010.28	-19%	Within Reason
680	Install HWY TRF SIG (Isolated)	EA	1	\$ 23,130.00	\$ 23,130.00	\$ 24,789.80	-7%	\$ 21,200.00	9%	\$ 23,473.93	-1%	Within Reason
682	VEH SIG SEC (12") LED (GRN)	EA	8	\$ 206.00	\$ 1,648.00	\$ 228.00	-10%	\$ 171.00	20%	\$ 231.52	-11%	Within Reason
682	VEH SIG SEC (12") LED (YEL)	EA	8	\$ 206.00	\$ 1,648.00	\$ 228.00	-10%	\$ 171.00	20%	\$ 281.87	-27%	Within Reason
682	VEH SIG SEC (12") LED (RED)	EA	8	\$ 206.00	\$ 1,648.00	\$ 228.00	-10%	\$ 171.00	20%	\$ 235.88	-13%	Within Reason
682	PED SIG SEC (LED) (Countdown)	EA	8	\$ 432.00	\$ 3,456.00	\$ 533.80	-19%	\$ 350.00	23%	\$ 960.94	-23%	Within Reason
682	Back Plate w/REFL BRDR (3 SEC) ALUM	EA	8	\$ 92.00	\$ 736.00	\$ 107.20	-14%	\$ 83.00	11%	\$ 132.81	-31%	Within Reason
684	TRF SIG CBL (TY A) (14 AWG) (9CONDR)	LF	2508	\$ 2.05	\$ 5,141.40	\$ 2.26	-9%	\$ 1.80	14%	\$ 2.67	-23%	Within Reason
684	TRF SIG CBL (TY A) (16 AWG) (3CONDR)	LF	1106	\$ 1.02	\$ 1,128.12	\$ 1.02	0%	\$ 0.40	155%	\$ 1.59	-36%	Within Reason
685	Remove RDS Flash Beacon Assembly	EA	2	\$ 1,152.00	\$ 2,304.00	\$ 1,125.80	2%	\$ 825.00	40%	\$ 879.58	31%	Within Reason
686	INS TRF SIG PL AM(S)1 ARM (28") LUM	EA	2	\$ 9,321.00	\$ 18,642.00	\$ 9,631.20	-3%	\$ 8,200.00	14%	\$ 8,275.09	13%	Within Reason
686	INS TRF SIG PL AM(S)1 ARM (32") LUM	EA	2	\$ 9,968.00	\$ 19,936.00	\$ 10,449.80	-5%	\$ 9,150.00	9%	\$ 8,157.91	22%	Within Reason
687	PED Pole Assembly	EA	2	\$ 543.00	\$ 1,086.00	\$ 741.00	-27%	\$ 494.00	10%	\$ 2,041.97	-73%	Within Reason
688	PED Detect Push Button (APS)	EA	8	\$ 659.00	\$ 5,272.00	\$ 733.60	-10%	\$ 577.00	14%	\$ 793.48	-17%	Within Reason
688	PED Detector Controller Unit	EA	1	\$ 2,730.00	\$ 2,730.00	\$ 3,184.60	-14%	\$ 2,730.00	0%	\$ 3,137.69	-13%	Within Reason
6058	BBU System (External Batt Cabinet)	EA	1	\$ 6,736.00	\$ 6,736.00	\$ 7,155.00	-6%	\$ 6,736.00	0%	\$ 7,326.20	-8%	Within Reason
misc	Gridsmart Fisheye Detection System	EA	1	\$ 23,253.00	\$ 23,253.00	\$ 22,964.00	1%	\$ 18,800.00	24%	\$ 17,600.00	32%	Within Reason
misc	Gridsmart Fisheye Cable	LF	103	\$ 2.03	\$ 209.09	\$ 1.39	46%	\$ 0.60	238%	\$ 2.50	-19%	Within Reason
misc	GPS Time Clock	EA	2	\$ 585.00	\$ 1,170.00	\$ 433.00	35%	\$ 121.00	383%	\$ 5,000.00	-88%	Within Reason
misc	Emergency Preemption Phase Selector	EA	1	\$ 3,900.00	\$ 3,900.00	\$ 4,507.20	-13%	\$ 3,900.00	0%	\$ 4,239.36	-8%	Within Reason
misc	Emergency Preemption Phase Detector	EA	1	\$ 4,053.00	\$ 4,053.00	\$ 2,355.40	72%	\$ 964.00	320%	\$ 1,197.86	238%	Within Reason
misc	Emergency Preemption Phase Detector Cable	LF	703	\$ 2.11	\$ 1,483.33	\$ 2.02	4%	\$ 0.70	201%	\$ 2.43	-13%	Within Reason
Traffic Signal Total				\$ 192,789.73								

Red items are where the % change to average is greater than 50% or the item cost was significantly low and represent a large portion of total project cost

Contacted Luis Cueller with RPS

Calling a Contactor's references

R.L. Jones LP has listed the Antler Dr Rdwy improvements as a reference on a recent bid
(Contractor's name) (Referenced project name/Owner)

proposal. May I ask a few questions about the project/Contractor?

1. What kind of work did (Contractor's name) perform for (referenced project name)?

mostly rdwy reconst.

SAWS utility

minor change

storm swr extends
few inlets

2. How was the project awarded? (Low bidder, qualified bidder, other)

Lowest

3. Was the project completed on time? If not, why?

Yes

4. Was the project completed on or under budget? If not, why? Were the increases considered reasonable?

not contractor's
fault

5. Did the completed project meet expectations?

Yes

6. Would (Contractor's name) be accepted by the client for another project?

Yes

Contacted Roger Lawhead

Calling a Contactor's references

R.L. Jones LP has listed the Glenam Place street reconst. as a reference on a recent bid
(Contractor's name) (Referenced project name/Owner)

proposal. May I ask a few questions about the project/Contractor?

1. What kind of work did (Contractor's name) perform for (referenced project name)?

built street reconst.
drainage

2. How was the project awarded? (Low bidder, qualified bidder, other)

lowest

3. Was the project completed on time? If not, why?

yes

4. Was the project completed on or under budget? If not, why? Were the increases considered reasonable?

under even with 3 change orders

5. Did the completed project meet expectations?

yes

6. Would (Contractor's name) be accepted by the client for another project?

Great job Cooperative

several lot owners worked with RL Jones.

Contacted Natalie Griffith with Habitat for Humanity

Calling a Contractor's references

RL Jones LP has listed the Rancho Carlota Subd. as a reference on a recent bid
(Contractor's name) (Referenced project name/Owner)

proposal. May I ask a few questions about the project/Contractor?

1. What kind of work did (Contractor's name) perform for (referenced project name)?

Street, water, Sewer, drainage

2. How was the project awarded? (Low bidder, qualified bidder, other)

Qualified Cmet Section 3 Requirements for Federal jobs)

3. Was the project completed on time? If not, why?

no, but due to drainage issues.

RL Jones was excellent.

4. Was the project completed on or under budget? If not, why? Were the increases considered reasonable?

over, but due to drainage issues, staff changes on Habitat for Humanity's end, city change orders.

5. Did the completed project meet expectations?

Yes

6. Would (Contractor's name) be accepted by the client for another project?

Yes - just won bid for new project.

RESOLUTION NO. 21-R-72

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING A CONTRACT WITH R.L. JONES LP FOR
CONSTRUCTION OF THE ELBEL STORM DRAIN AND OVERLAY
PROJECT AND AUTHORIZING BUDGET EXPENDITURES FOR THE
PROJECT**

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City accept the bid from R.L. Jones LP. relating to the Elbel Storm Drain and Overlay Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that R.L. Jones LP is qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with R.L. Jones LP pursuant to the Agreement attached hereto as Exhibit A for \$1,864,762.03 and establish a not to exceed amount of \$1,964,000.00; and

WHEREAS, the project will be funded from funding allocated to the project by Ordinance Number 21-T-23 and from the excess General Fund Reserves earmarked for the Schertz Street Preservation and Maintenance Program,

EXHIBIT A
CONSTRUCTION CONTRACT

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 contract with R.L. Jones LP. for an amount of \$1,864,762.03 with an amount not to exceed \$1,964,000.00.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz ("Owner") and
R.L. Jones LP ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Elbel Storm Drain and Overlay

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering, Inc.
- 3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.
- 4.02 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will

be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Road Mill and Overlay					
ITEM	DESCRIPTION	UNIT	Estimated Quantity	Bid Unit Price	Bid Price
01502	Mobilization	LS	1	\$75,000.00	\$75,000.00
01410	TPDES -Storm Water Pollution Prevention Plan	LS	1	\$2,500.00	\$2,500.00
01555	Traffic Control and Regulation	LS	1	\$30,000.00	\$30,000.00
01570	Storm Water Pollution Control	LS	1	\$1,500.00	\$1,500.00
02221	Remove Concrete Curb	LF	68	\$1.00	\$68.00
02221	Remove Concrete Curb and Gutter	LF	694	\$1.00	\$694.00
02221	Remove Concrete Sidewalk and Driveway	SY	278	\$2.70	\$750.60
02221	Asphalt Surface 7' Wide Wedge Mill (2") (Both Sides)	SY	5,607	\$2.25	\$12,615.75
02741	Asphalt Concrete Pavement Type D (Level Up)	TN	171	\$95.00	\$16,245.00
02741	Asphalt Concrete Pavement Type D (2")	TN	1,688	\$75.00	\$126,600.00
02743	Tack Coat	GAL	756	\$3.25	\$2,457.00
02764	Raised Reflective Pavement Marking Type I (one reflective face)	EA	162	\$6.00	\$972.00
02764	Raised Reflective Pavement Marking Type II (two reflective face)	EA	162	\$6.00	\$972.00
02767	Thermoplastic Pavement Markings (White) (4")	LF	1,312	\$1.75	\$2,296.00
02767	Thermoplastic Pavement Markings (White) (12")	LF	40	\$5.25	\$210.00
02767	Thermoplastic Pavement Markings (White) (24")	LF	371	\$10.20	\$3,784.20
02767	Thermoplastic Pavement Markings (Yellow) (4")	LF	4,769	\$1.75	\$8,345.75
02767	Thermoplastic Pavement Symbols (Arrow)	EA	2	\$180.00	\$360.00
02771	Concrete Curb	LF	46	\$20.00	\$920.00
02771	Concrete Curb and Gutter	LF	476	\$30.00	\$14,280.00
02775	Concrete Sidewalk	SY	232	\$65.00	\$15,080.00
02911	Topsoil	CY	34	\$55.00	\$1,870.00
02922	Sodding	SY	299	\$15.00	\$4,485.00
Mill & Overlay Subtotal					\$322,005.30

Drainage Improvements					
ITEM	DESCRIPTION	UNIT	Estimated Quantity	Bid Unit Price	Bid Price
02260	Trench Safety System	LF	2,380	\$8.00	\$19,040.00
02320	Flowable Fill	CY	2,104	\$215.00	\$452,360.00
02320	Secondary Fill	CY	27	\$25.00	\$675.00
02631	Storm Sewer (RCP) (24")	LF	409	\$105.00	\$42,495.00
02631	Storm Sewer (RCP) (36")	LF	571	\$213.00	\$121,623.00
02631	Storm Sewer (RCP) (48")	LF	1,323	\$305.00	\$403,515.00
02633	Precast Inlet (Complete) (10' Type C - Reverse)	EA	2	\$10,500.00	\$21,000.00
02633	Precast Inlet (Complete) (10' Type C)	EA	9	\$9,500.00	\$85,500.00
02633	Precast Inlet Extension (Complete) (10')	EA	9	\$4,250.00	\$38,250.00
02633	Precast Junction Box (5'x5')	EA	1	\$6,500.00	\$6,500.00
02633	Precast Junction Box (6'x6')	EA	4	\$7,700.00	\$30,800.00
02633	Precast Junction Box (7'x7')	EA	1	\$12,500.00	\$12,500.00
02633	Precast Junction Box (9'x9')	EA	1	\$25,000.00	\$25,000.00
02471	Asphalt Concrete Pavement Type D (3")	TN	230	\$65.00	\$14,650.00
Misc	Concrete Box Culvert (72"x24")	LF	76	\$859.00	\$65,284.00
Misc	Precast Inlet Riser	VF	17	\$200.00	\$3,400.00
Misc	Concrete Collar	CY	15	\$275.00	\$4,125.00
Misc	Remove and Replace Ornamental Fence	LF	20	\$125.00	\$2,500.00
Drainage Improvements Subtotal					\$1,349,967.00
Elbel & Westchester Dr Traffic Signal					
ITEM	DESCRIPTION	UNIT	Estimated Quantity	Bid Unit Price	Bid Price
416	Drill Shaft (TRF SIG Pole) (24 IN)	LF	11.4	\$158.00	\$1801.20
416	Drill Shaft (TRF SIG Pole) (30 IN)	LF	45.2	\$160.00	\$7,232.00
618	CONDT (PVC) (SCH 80) (2")	LF	199	\$13.00	\$2,587.00
618	CONDT (PVC) (SCH 80) (2") (Bore)	LF	243	\$45.00	\$10,935.00
618	CONDT (PVC) (SCH 80) (3")	LF	230	\$16.00	\$3,680.00
618	CONDT (PVC) (SCH 80) (3") (Bore)	LF	486	\$55.00	\$26,730.00
620	ELEC Conductor (NO. 6) Bare	LF	1,158	\$1.43	\$1,655.94
620	ELEC Conductor (NO. 6) Insulated	LF	100	\$1.43	\$143.00
621	Tray Cable (3 COND) (12 AWG)	LF	655	\$1.63	\$1,067.55
624	Ground Box TY D (162922)	EA	4	\$695.00	\$2,780.00
628	ELC SRV TY D 120/240 060(NS)SS(E)GC(O)	EA	1	\$4,686.00	\$4,686.00
680	Install HWY TRF SIG (Isolated)	EA	1	\$23,130.00	\$23,130.00
682	VEH SIG SEC (12") LED (GRN)	EA	8	\$206.00	\$1,648.00
682	VEH SIG SEC (12") LED (YEL)	EA	8	\$206.00	\$1,648.00
682	VEH SIG SEC (12") LED (RED)	EA	8	\$206.00	\$1,648.00
682	PED SIG SEC (LED) (Countdown)	EA	8	\$432.00	\$3,456.00
682	Back Plate w/REFL BRDR (3 SEC) ALUM	EA	8	\$92.00	\$736.00
684	TRF SIG CBL (TY A) (14 AWG) (9CONDR)	LF	2,508	\$2.05	\$5,141.40
684	TRF SIG CBL (TY A) (16 AWG) (3CONDR)	LF	1,106	\$1.02	\$1,128.12
685	Remove RDSD Flash Beacon Assembly	EA	2	\$1,152.00	\$2,304.00
686	INS TRF SIG PL AM(S)1 ARM (28') LUM	EA	2	\$9,321.00	\$18,642.00
686	INS TRF SIG PL AM(S)1 ARM (32') LUM	EA	2	\$9,986.00	\$19,936.00
687	PED Pole Assembly	EA	2	\$543.00	\$1,086.00
688	PED Detect Push Button (APS)	EA	8	\$659.00	\$5,272.00
688	PED Detector Controller Unit	EA	1	\$2,730.00	\$2,730.00

6058	BBU System (External Batt Cabinet)	EA	1	\$6,736.00	\$6,376.00
Misc	Gridsmart Fisheye Detection System	EA	1	\$23,253.00	\$23,253.00
Misc	Gridsmart Fisheye Cable	LF	103	\$2.03	\$209.00
Misc	GPS Time Clock	EA	2	\$585.00	\$1,170.00
Misc	Emergency Preemption Phase Selector	EA	1	\$3,900.00	\$3,900.00
Misc	Emergency Preemption Phase Detector	EA	1	\$4,053.00	\$4,053.00
Misc	Emergency Preemption Phase Detector Cable	LF	703	\$2.11	\$1,483.33
Traffic Signal Subtotal					\$192,789.73
Project Total					\$1,864,762.03

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 74 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-3, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 74 sheets with each sheet bearing the following general title: Elbel Storm Drain Extension and Overlay.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-6, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited

by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Dr. Mark Browne

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Schertz

R. L. Jones LP

1400 Schertz Parkway

18946 Redland Rd

Schertz, TX 78154

San Antonio, TX 78259

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: Public Works
Subject: Resolution 21-R-68 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the City of Schertz Fiscal Year 2021-2022 Water and Wastewater Rates and other matters in connection therewith. (C. Kelm/S.Williams/S. McClelland)

BACKGROUND

The City of Schertz Public Works Department contracted with Utility Engineering Group (UEG) to perform a Water and Wastewater Rate Study. Traditionally, the City has performed full rate studies approximately every five years with smaller updates as needed. The rate study done this year is independent of previous studies in order to provide a complete analysis.

The analysis performed by UEG and City Staff involved reviewing historical financial information, water billing data, as well as future forecasting that our partner agencies have completed such as CCMA and SSLGC. The analysis concluded there are two driving factors that effect the future rates for the City of Schertz. Those factors are capital improvement projects, including recapitalization, and increases in the cost of purchased water as a result of the SSLGC Guadalupe Project.

In previous rate studies, an assumed capital improvement project cost was generally plugged into the analysis. This general approach has resulted in underfunding in the Water & Sewer Construction Reserves to ensure safe and reliable water. Now that City Staff has developed a full ten-year Capital Improvement Plan (CIP) the rate analysis was accomplished using the estimated costs of necessary projects. The CIP includes projects that are due to the growth of the City as well as recapitalization of aging infrastructure. By using the CIP, the rates can be structured and scaled to generate appropriate funding to support the Water and Wastewater services and staffing in the City.

The SSLGC Guadalupe Project is under construction and is expected to begin delivering water to the City of Schertz during the 2022 - 2023 fiscal year. The water produced from this project does not have the same rate as the Gonzales Project water and will result in the City's cost of water to increase by approximately 11% from fiscal year 2021 - 2022 to 2022 - 2023. This increase was considered when completing the rate analysis in order to phase in the increase to the customers.

Based on these factors, as well as others, such as growth and simplifying the rate structure, UEG and City Staff are recommending a combined Water and Wastewater target revenue increase for fiscal year 2021 - 2022 of 4%.

GOAL

To gain approval of the proposed Water and Wastewater Rates for Fiscal Year 2021-2022.

COMMUNITY BENEFIT

Evaluating the entire financial picture of the Water Department over a five year window helps to keep rate increases as minimal as possible while also keeping the revenue at an adequate level for current and future operations and projects. Having a properly funded Water and Wastewater program allows the City of Schertz to continue to provide a high level of service to all customers.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 21-R-68 adopting the proposed Water and Wastewater rates for Fiscal Year 2021-2022.

FISCAL IMPACT

The proposed Water and Wastewater rates will increase the combined Water and Wastewater overall revenue by 4%. Through a more nuanced approach to the rate increase than a flat increase to all customers, Staff and UEG are recommending integrating the increases on the Water rates into the new rate structure. The proposed rates also keep the City of Schertz in the same relative position in the regional market for both residential and commercial customers. Ultimately, this will result in NO Water rate increase for the largest customer group, which is 0-6,000 gallons per month.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-68 adopting the proposed Water and Wastewater rates for Fiscal Year 2021-2022.

Attachments

21-R-68

Exhibit A FY 21-22 Rate Structure

RESOLUTION NO. 21-R-68

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE CITY OF SCHERTZ FISCAL YEAR 2021-22 WATER AND WASTEWATER RATES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz Public Works Department evaluates Water and Wastewater rates on an annual basis in order to ensure that the revenue generated will support the annual budget as well as future planning; and

WHEREAS, the City of Schertz contracted with Utility Engineering Group to perform a rate analysis and to propose Water and Wastewater rates for Fiscal Year 2021-2022; and

WHEREAS, the City staff has recommended that the City approve the proposed Water and Wastewater rates for Fiscal Year 2021-22; 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 high level water and wastewater 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 City of Schertz Fiscal Year 2021-22 Water and Wastewater Rates as included in Exhibit A.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City

Secretary (CITY SEAL)

Exhibit A

Water Rates

Residential			Commercial 1 1/2" or Less			Commercial 2" or More		
Minimum Charge			Minimum Charge			Minimum Charge		
5/8"	\$	24.61	5/8"	\$	24.61	2" Compound	\$	196.78
3/4"		36.89	3/4"		36.89	2" Turbine		246.96
1"		61.49	1"		61.49	3" Compound		393.55
1.5"		122.99	1.5"		122.99	3" Turbine		590.33
2" Compound		196.78				4" Compound		614.93
2" Turbine		246.96	Volumetric Charge (per 1,000 gallons)			4" Turbine		1,033.08
3" Compound		393.55	0-6,000	\$	3.04	6" Compound		1,229.86
3" Turbine		590.33	6,001-12,000		3.40	6" Turbine		2,262.93
4" Compound		614.93	12,001-18,000		3.98	8" Compound		1,987.74
4" Turbine		1,033.08	18,001-30,000		4.86	8" Turbine		3,975.48
6" Compound		1,229.86	30,001+		6.17	10" Compound		2,857.37
6" Turbine		2,262.93				10" Turbine		6,211.67
8" Compound		1,987.74				12" Turbine		8,199.42
8" Turbine		3,975.48				Volumetric Charge (per 1,000 gallons)		
10" Compound		2,857.37				0-18,000	\$	3.04
10" Turbine		6,211.67				18,001-36,000		3.40
12" Turbine		8,199.42				36,001-54,000		3.98
Volumetric Charge (per 1,000 gallons)						54,001-90,000		4.86
0-6,000	\$	3.04				90,001+		6.17
6,001-12,000		3.40						
12,001-18,000		3.98						
18,001-30,000		4.86						
30,001+		6.17						

Wastewater Rates

Residential			Commercial		
Minimum Charge			Minimum Charge		
Volumetric Charge (per 1,000 gallons)			Volumetric Charge (per 1,000 gallons)		
0-12,000	\$	4.75	0-12,000	\$	4.87
City Line Maintenance Fee Plus Franchise Fee		0.56	City Line Maintenance Fee Plus Franchise Fee		0.68
User Charged		4.19	User Charged		4.19
12,001+		10.79	12,001+		10.89
Housing Authority			YMCA		
Minimum Charge			Minimum Charge		
Volumetric Charge (per 1,000 gallons)			Volumetric Charge (per 1,000 gallons)		
	\$	1,500.61		\$	-
		-			3.20

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: City Secretary
Subject: Council Rule 21-CR-01 - A Rule Established by the City Council of the City of Schertz, Pursuant to the City Council Rules of Procedure, Establishing a Subcommittee, which shall include three City Councilmembers, three Planning and Zoning Commissioners and Staff to review and make recommendations with regard to changes or updates to the PDD Standards, New Zoning District and the Tree Mitigation Program. (Mayor/Council)

BACKGROUND

At the Special Joint Workshop Meeting with City Council and Planning and Zoning on July 9, 2021, Councilmembers discussed several topics that included PDD Standards, a New Zoning District and the Tree Mitigation Program. At this meeting a request was made by Mayor Ralph Gutierrez to form a Subcommittee of approximately five members from City Council, Planning & Zoning Commission City and Staff to meet and review these topics and bring back their recommendations.

The following will make up the Subcommittee:

City Council Members:

Mayor Pro-Tem Jill Whittaker

Councilmember Michael Dahle

Councilmember Allison Heyward

Planning and Zoning Commissioners

Commissioner Ken Greenwald

Commissioner Earl Platt

Commissioner Jimmy Odom

Assistant City Manager Brian James, Staff member

GOAL

To meet and bring back recommendations.

COMMUNITY BENEFIT

To promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Approve Council Rule 21-CR-01 establishing the Subcommittee.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommend Council approval of Council Rule 21-CR-01

Attachments

CR 21-CR-01

COUNCIL RULE 21-CR-01

A RULE ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, PURSUANT TO THE CITY COUNCIL RULES OF PROCEDURE, ESTABLISHING A SUBCOMMITTEE OF THREE COUNCILMEMBERS, THREE PLANNING AND ZONING COMMISSIONERS AND CITY STAFF WITH REGARDS TO IMPROVEMENTS OR OTHER CHANGES THAT MIGHT AFFECT PDD STANDARDS, NEW ZONING DISTRICT AND TREE MITIGATION PROGRAM

The City Council, in an action appurtenant to its Rules of Procedure, Article 11, Section 11.2, does hereby establish a Subcommittee of three City Councilmembers, three Planning and Zoning Commissioners and Staff, whose purpose shall be to discuss, investigate, inquire and otherwise conduct activities that will result in a recommendation or recommendations to the Planning and Zoning Commission and a full City Council as to the updates or changes to the PDD Building Standards, a New Zoning District and the Tree Mitigation Program.

The Subcommittee shall meet at times and places of its designation and shall report its findings to the Planning and Zoning Commission and City Council periodically, as they see fit.

The Subcommittee shall conduct its meetings in accordance with state law and particularly its meetings shall be posted and open to the public so as to comply with the several provisions of the Texas Open Meetings Act.

The Subcommittee shall consist of three City Councilmembers, three Planning and Zoning Commissioners and one staff member.

City Councilmembers: Mayor Pro-Tem Jill Whittaker, Councilmember Michael Dahle, Councilmember Allision Heyward

Planning and Zoning Commissioners: Commissioner Ken Greenwald, Commissioner Earl Platt, and Commissioner Jimmy Odom

City Staff: Brian James, Assistant City Manager

The Subcommittee is construed formed and existing upon passage of this rule. The Subcommittee ceases to exist when this rule is terminated or when the committee deems to have completed its work.

Ralph Gutierrez, Mayor

July 27, 2021

CITY COUNCIL MEMORANDUM

City Council Meeting: July 27, 2021
Department: City Secretary
Subject: Appointment of the Mayor Pro-Tem - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)

BACKGROUND

On August 28, 2018 City Council amending their Rules of Conduct and Procedure (Ordinance 18-M-30) regarding the appointment of the Mayor Pro Tem. Below is the amended article: Article 5 Section 5.1 Appointment Procedure for the Mayor Pro Tem.

- a. The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
- b. The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- c. Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- d. If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.
- e. The position will have a term of office of six (6) months.
- f. The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- g. Council reserves the right to alter this procedure at any time by resolution or rule.

City Charter Section.

Section 4.02 Qualifications.

The Mayor and each Councilmember must have attained the age of eighteen or older on the first day of the term of office applied for, be a registered voter of the City of Schertz, and have been a resident of the City for at least twelve consecutive months immediately preceding the deadline for filing for an application for a place on the ballot.

Section 4.05 Mayor and Mayor Pro-Tem.

The Mayor shall be the official head of the City government. He or she shall be the chairman and shall preside at all meetings of the City Council. The Mayor may vote only in the event of a tie. He or she

shall, unless another signatory is otherwise designated by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. He or she shall appoint special committees as instructed by City Council, with committee membership to be composed of nominees by the City Council. He or she shall perform such other duties consistent with this Charter or as may be imposed upon him or her by City Council. The Mayor shall not have veto powers.

The Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and pursuant to procedures established by the City Council from time to time. The Mayor Pro- Tem shall act as Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council.

RECOMMENDATION

Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualification. Next in line to serve is Councilmember Michael Dahle. Mr. Dahle will be sworn in at the August 3, 2021 meeting and will serve until February 1, 2022.
