

# **CUSTOMER SERVICES CONTRACT**

**CUSTOMER:** City of San Marcos  
630 East Hopkins Street  
San Marcos, Texas 78666-6397  
Attn: Tyler Hjorth

**DATE SUBMITTED:** July 9, 2019

**SCOPE OF SERVICES:**

**JOB NUMBER:**

The Customer Services Department of the Lower Colorado River Authority ("LCRA") shall provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

See Attached Terms and Conditions.

**SCHEDULE:**

To be determined, but approximately 20 weeks trimming (Starting date TBD--August 2019)

**CONTRACT PRICE:** Total Contract Amount: \$ 465,544.80  
Approximately: \$443,376.00 per year (direct charge from McCoy)  
Estimated 5% administration fee: \$ 22,168.80

Per hour rates will depend on individual classification of each employee. (See attached rate schedule).

McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and *reverse* (or attached) sides of this form.

By: Collette Jamison  
Title: Acting City Manager  
Date: 7/11/19

By: Allan Kunze  
Title: Manager, Customer Services  
Date: 7/09/2019

**OFFICE USE ONLY**

Accounting: 0

Approved By: \_\_\_\_\_  
Completion Date: \_\_\_\_\_

McCoy Rate Schedule  
contract #4226

12/1/2018

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 47.83	1	\$ 47.83
Foreperson	\$ 37.30	1	\$ 37.30
Trimmer	\$ 31.60	1	\$ 31.60
Trimmer/Ground Man	25.06	1	\$ 25.06

<b>Equipment</b>			
Chain Saws (each)	0.9	0.9	\$ 0.81
Bucket Truck with Chip bed	15	15	\$ 225.00
Chipper	5.71	5.71	\$ 32.60
GF PickUp	10.75	1	\$ 10.75

**Crew Rate (using Max Rates)**

Supervisor/General Foreperson	\$ 47.83	1	\$ 47.83
GF PickUp	\$ 10.75	1	\$ 10.75
Foreperson	\$ 37.30	4	\$ 149.20
Trimmer	\$ 31.60	8	\$ 252.80
Chain Saws (each)	\$ 0.90	12	\$ 10.80
Bucket Truck with Chip bed	\$ 15.00	4	\$ 60.00
Chipper	\$ 5.71	4	\$ 22.84

Total Hourly Crew Rate \$ 554.22

Total Weekly Crew Rate \$ 22,168.80

Total weeks 20.0 \$ 443,376.00 20 WEEKS CALENDAR TIME

Total Trimmers 13

Includes per diem costs for Lodging and meals

Total (using max rates) \$ 443,376.00 Note: This is the estimated direct  
Average/week \$ 22,168.80 charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a 5% user fee to cover the cost of scheduling and administering the program

This fee will be added to the city's power billing the following month after work is completed

The estimated charge is: \$ 22,168.80

**Total (LCRA and McCoy) \$ 465,544.80 7 PERSON CREW**

Total (LCRA and McCoy) weekly avg. \$ 23,277.24

### Terms and Conditions

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

The services under this Customer Services Contract are provided pursuant to THE INTERLOCAL AGREEMENT between LCRA and the City, dated December 19, 2014, and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.

