

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Boerne
P.O. Box 1667
Boerne, TX 77006
Attn: Mike Mann

DATE SUBMITTED: February 16, 2024

SCOPE OF SERVICES:

JOB NUMBER:

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"). The City will specify which lines McCoy is to clear prior to the start of work.

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.

Scope of Tree Trimming:	Estimated at 4 crew-week of trimming
Estimated Services Value:	\$ 62,924.80 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 66,071.04 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of September 2, 2024, with a 4 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 3,146.24
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Boerne

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	2023 Rate
Supervisor/General Foreperson	\$61.46	1 \$	61.46
Foreperson	\$47.95	1 \$	47.95
Trimmer	\$41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF PickUp	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$61.46	1 \$	61.46
GF PickUp	\$14.82	1 \$	14.82
Foreperson	\$47.95	2 \$	95.90
Trimmer	\$41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84

Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	4.0	\$	62,924.80
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	62,924.80	Note: This is the estimated direct
Average/week	\$	15,731.20	charge from McCoy

Actual Charges according to the rate schedule will be billed.

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

The Administration fee is: \$ 3,146.24

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	66,071.04	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	16,517.76	

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 directly bill a fee to the City to cover the scheduling and administering the program.

The services under this Customer Services Contract are provided pursuant to the Technical Services Cooperation Agreement between LCRA and the City, dated December 17, 1979 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.

