

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Boerne
P.O. Box 1677
Boerne, Texas 78006
Attn: Mike Mann

DATE SUBMITTED: March 31, 2020

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. McCoy will perform the tree trimming in accordance with the requirements of the City of Boerne Oak Wilt Prevention Ordinance.

LCRA will directly bill an administration fee on September 1, 2020 to the City to cover the scheduling and administering the program.
The fee is: \$2,350.51

See Attached Terms and Conditions.

SCHEDULE:

To be determined, but approximately 4 weeks trimming (Starting about August 24, 2020).

CONTRACT PRICE: Total Services Amount: \$ 49,360.75
Approximately: \$47,010.24 per year (direct charge from McCoy)
Administration fee: \$ 2,350.51
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.

City of Boerne

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Robert Mechler
Title: Director, Business Development
Transmission Strategic Services
Date: _____

OFFICE USE ONLY

Accounting: _____ 0

Approved By: _____
Completion Date: _____

McCoy Rate Schedule
contract #5476

3/1/2020

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$50.53	1 \$	50.53
Foreperson	\$40.00	1 \$	40.00
Trimmer	\$34.30	1 \$	34.30

Equipment

Chain Saws (each)	\$ 0.92	0.9 \$	0.83
Bucket Truck with Chip bed	\$15.30	15 \$	229.50
Chipper	\$ 5.82	5.71 \$	33.23
GF PickUp	\$10.97	1 \$	10.97

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$50.53	1 \$	50.53
GF PickUp	\$10.97	1 \$	10.97
Foreperson	\$40.00	2 \$	80.00
Trimmer	\$34.30	4 \$	137.20
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$15.30	2 \$	30.60
Chipper	\$ 5.82	2 \$	11.64

Total Hourly Crew Rate		\$	326.46
Total Weekly Crew Rate		\$	13,058.40
Total weeks	3.6	\$	47,010.24
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	47,010.24	Note: This is the estimated direct charge from McCoy
Average/week	\$	13,058.40	

Actual Charges according to the rate schedule will be billed.

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

This fee will be invoiced September 1, 2020

The charge is: \$ 2,350.51

Total (LCRA and McCoy)	\$	49,360.75	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	13,711.32	

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.

