

RESOLUTION NO. 24-R-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES TO ALAMO RESTORATIONS, LLC. FOR THE EMS KITCHEN REMODEL AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Facilities Maintenance Department has a responsibility to remodel the kitchen located in EMS Building 7; and

WHEREAS, the purpose of the remodel is to upgrade equipment in order to meet current fire code and standards; and

WHEREAS, there was an increase in cost due to supply issues and long lead time on certain supplies; and

WHEREAS, the City Council authorizes City staff to increase the contract amount to Alamo Restorations, LLC. for remodeling the EMS Building 7 kitchen. in the Fiscal Year 2023-2024.

NOW THEREFORE, 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 amended contract with Alamo Restorations, LLC. to remodel the EMS Building 7 kitchen and expenditures up to \$64,717.94 as attached 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
Amended Contract

AMENDMENT ONE

This Amendment is made to the Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and Alamo Restoration, LLC, ("Contractor") via City of Schertz Purchase Order 24-49947 (attached hereto as Attachment A).

It is mutually understood and agreed by and between the undersigned contracting parties to replace the previously executed agreement with Attachment B:

EXECUTED on this the _____ day of _____, 2024.

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Alamo Restoration
232 Berry Oaks Dr
Bulverde, TX 78163
alamorestoration.llc@gmail.com

**ATTACHMENT A
ORIGINAL AGREEMENT**

ATTACHMENT A

P U R C H A S E O R D E R

City of Schertz

PURCHASE ORDER # 24-49918

10/31/2023

SHIP TO:

City of Schertz
1400 Schertz Parkway
Schertz, TX

ISSUED TO:

VEND #: 01-12471 REQ #24-49947
ALAMO RESTORATION LLC
232 BERRY OAKS DR
BULVERDE, TX 78163

UNITS	DESCRIPTION	PROJ	G/L ACCOUNT	PRICE	AMOUNT
0.00	FS/EMS KITCHEN REMODEL		101-878-581700	Improvements Over \$5,000	24,014.43
0.00	FS/EMS KITCHEN REMODEL		101-878-581700	Improvements Over \$5,000	24,014.44
	REMODEL OF THE EMS KITCHEN				

*** TOTAL *** 48,028.87

ORDERED BY : CHAD LONSBERRY

APPROVED BY: D. HARDIN TRUSSELL

The City's Standard Purchase Order Terms and Conditions located at www.schertz.com/?page_id=1621 are incorporated into and are part of this PO for all purposes. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing requested services shall constitute an acceptance of these terms and conditions.

Alamo Restoration

Alamo Restoration llc
232 Berry Oaks Dr.
Bulverde, TX 78163
210.401.0734 office
210.385.6133 cell

Insured: City of Shertz - EMS Remodel
Property: 1400 Schertz Parkway #7
Schertz, TX 78154

Business: (210) 619-1530

Estimator: Phil Gradel

Business: (214) 604-3929

Contractor: Jonathan Clark
Company: Alamo Restoration
Business: 232 Berry Oaks Dr
Bulverde, TX 78163

Business: (210) 385-6133
E-mail: alamorestoration.llc@gmail.com

Claim Number:

Policy Number:

Type of Loss: Other

Date Contacted: 6/28/2023 3:06 PM

Date of Loss:

Date Received: 6/28/2023 3:06 PM

Date Inspected: 6/29/2023 9:00 AM

Date Entered: 6/29/2023 2:58 PM

Price List: TXSA8X_01JUN23
Restoration/Service/Remodel
Estimate: SCHERTZ_EMS

Alamo Restoration

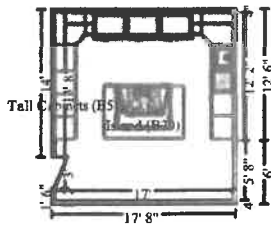
Alamo Restoration llc
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 Bulverde, TX 78163
 210.401.0734 office
 210.385.6133 cell

SCHERTZ_EMS

SCHERTZ_EMS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Tandem axle dump trailer - per load - including dump fees	0.50 EA	305.83	0.00	0.00	32.11	185.03
Total: SCHERTZ_EMS				0.00	32.11	185.03

EMS Kitchen



Kitchen

Height: 9'

496.92 SF Walls	303.17 SF Ceiling
800.08 SF Walls & Ceiling	303.17 SF Floor
33.69 SY Flooring	64.00 LF Floor Perimeter
69.67 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling 12' 2" X 6' 6"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. R&R Cabinetry - lower (base) units - High grade	28.00 LF	7.85	316.72	0.00	1,908.48	10,996.44
3. R&R Cabinetry - upper (wall) units - High grade	18.00 LF	7.85	224.58	0.00	878.58	5,062.32
4. R&R Cabinetry - full height unit - High grade	6.50 LF	9.40	396.97	0.00	554.69	3,196.10
5. Cabinet knob or pull	42.00 EA	0.00	8.74	0.00	77.09	444.17
6. Remove Countertop - flat laid plastic laminate	49.67 LF	4.50	0.00	0.00	46.94	270.46
7. Countertop - Granite or Marble - High grade	119.00 SF	0.00	83.48	0.00	2,086.16	12,020.28
8. Add on for undermount sink cutout & polish - double basin	1.00 EA	0.00	253.57	0.00	53.25	306.82
9. R&R Kitchen Sink - single basin - High grade	1.00 EA	19.59	493.58	0.00	107.76	620.93
10. Sink faucet - Kitchen - High grade	1.00 EA	0.00	395.93	0.00	83.14	479.07
11. Garbage disposer - High grade	1.00 EA	0.00	336.41	0.00	70.65	407.06
12. R&R Dishwasher - High grade	1.00 EA	27.97	1,001.20	0.00	216.13	1,245.30
13. R&R Plumbing fixture supply line	3.00 EA	5.22	22.81	0.00	17.66	101.75
14. R&R Angle stop valve	3.00 EA	5.22	39.12	0.00	27.94	160.96
15. R&R P-trap assembly - ABS (plastic)	1.00 EA	7.83	71.89	0.00	16.74	96.46
16. Refrigerator - Remove & reset	3.00 EA	0.00	52.30	0.00	32.95	189.85

SCHERTZ_EMS

7/19/2023

Page: 2

Alamo Restoration

Alamo Restoration llc
 232 Berry Oaks Dr.
 Bulverde, TX 78163
 210.401.0734 office
 210.385.6133 cell

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Remove Range hood	1.00 EA	13.14	0.00	0.00	2.76	15.90
18. Range hood - stainless steel - oversized - High grade	1.00 EA	0.00	3,359.48	0.00	705.49	4,064.97
19. Range hood - add on cost for ceiling mount/island hood	1.00 EA	0.00	420.44	0.00	88.29	508.73
20. Direct vent termination cap - stainless steel	1.00 EA	0.00	371.58	0.00	78.03	449.61
21. R&R Range - Commercial - 36" - gas	1.00 EA	97.88	5,495.98	0.00	1,174.72	6,768.58
22. Final cleaning - construction - Commercial	303.17 SF	0.00	0.24	0.00	15.28	88.04
Totals: Kitchen				0.00	8,242.73	47,493.80
Total: EMS Kitchen				0.00	8,242.73	47,493.80

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Electrical labor minimum	1.00 EA	0.00	108.00	0.00	22.68	130.68
24. Heat, vent, & air cond. labor minimum	1.00 EA	0.00	181.29	0.00	38.07	219.36
Totals: Labor Minimums Applied				0.00	60.75	350.04
Line Item Totals: SCHERTZ_EMS				0.00	8,335.59	48,028.87

Grand Total Areas:

496.92 SF Walls	303.17 SF Ceiling	800.08 SF Walls and Ceiling
303.17 SF Floor	33.69 SY Flooring	64.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	69.67 LF Ceil. Perimeter
303.17 Floor Area	326.83 Total Area	496.92 Interior Wall Area
593.25 Exterior Wall Area	72.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Alamo Restoration

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210.385.6133 cell

Summary for Dwelling

Line Item Total	39,693.28
Overhead	4,366.25
Profit	3,969.34
	<hr/>
Replacement Cost Value	\$48,028.87
Net Claim	\$48,028.87
	<hr/> <hr/>

Phil Gradel

Alamo Restoration

Alamo Restoration llc
232 Berry Oaks Dr.
Bulverde, TX 78163
210.401.0734 office
210.385.6133 cell

Recap of Taxes, Overhead and Profit

	Overhead (11%)	Profit (10%)
Line Items	4,366.25	3,969.34
Total	4,366.25	3,969.34

Alamo Restoration

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Recap by Room

Estimate: SCHERTZ_EMS	152.92	0.39%
Area: EMS Kitchen		
 Kitchen	39,251.07	98.89%
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Area Subtotal: EMS Kitchen	39,251.07	98.89%
Labor Minimums Applied	289.29	0.73%
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Subtotal of Areas	39,693.28	100.00%
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Total	39,693.28	100.00%

Alamo Restoration

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Recap by Category

O&P Items	Total	%
APPLIANCES	10,770.41	22.42%
CABINETRY	26,045.68	54.23%
CLEANING	72.76	0.15%
GENERAL DEMOLITION	996.37	2.07%
ELECTRICAL	108.00	0.22%
HEAT, VENT & AIR CONDITIONING	552.87	1.15%
PLUMBING	1,147.19	2.39%
O&P Items Subtotal	39,693.28	82.64%
Overhead	4,366.25	9.09%
Profit	3,969.34	8.26%
Total	48,028.87	100.00%

ATTACHMENT B
AMENDED AGREEMENT

ATTACHMENT B

Section 1. Duration

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

Section 2. Scope of Work

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

Section 3. Compensation

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

Section 4. Contract Completion

- (A) *Project Duration.* 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.
- (B) *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in Paragraph A 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 A 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 **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 Project Duration.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for in the attached Exhibit B throughout the term of the Project plus an additional two years.

In addition to the insurance provided for 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) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements Between Parties: In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

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

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

(H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations,

and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits

All exhibits 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.

Section 24. Prevailing Wage Rates

In accordance with Texas Government Code Chapter 2258, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- (A) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (B) Contractors are required to pay wages not less than once a week.
- (C) Contractors shall provide documentation confirming compliance upon request by City.

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

Exhibit A
SCOPE OF WORK

EXHIBIT A

Alamo Restoration

Alamo Restoration llc
232 Berry Oaks Dr.
Bulverde, TX 78163
210.401.0734 office
210.385.6133 cell

Insured: City of Shertz - EMS Remodel
Property: 1400 Schertz Parkway #7
Schertz, TX 78154

Business: (210) 619-1530

Estimator: Phil Gradel

Business: (214) 604-3929

Contractor: Jonathan Clark
Company: Alamo Restoration
Business: 232 Berry Oaks Dr
Bulverde, TX 78163

Business: (210) 385-6133
E-mail: alamorestoration.llc@gmail.com

Claim Number:

Policy Number:

Type of Loss: Other

Date Contacted: 6/28/2023 3:06 PM

Date of Loss:

Date Received: 6/28/2023 3:06 PM

Date Inspected: 6/29/2023 9:00 AM

Date Entered: 6/29/2023 2:58 PM

Price List: TXSA8X_01JUN23
Restoration/Service/Remodel

Estimate: SCHERTZ_EMS_1

Alamo Restoration

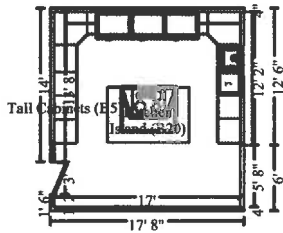
Alamo Restoration llc
 232 Berry Oaks Dr.
 Bulverde, TX 78163
 210.401.0734 office
 210.385.6133 cell

SCHERTZ_EMS_1

SCHERTZ_EMS_1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Tandem axle dump trailer - per load - including dump fees	0.50 EA	305.83	0.00	0.00	32.11	185.03
Total: SCHERTZ_EMS_1				0.00	32.11	185.03

EMS Kitchen



Kitchen

Height: 9'

496.92 SF Walls	303.17 SF Ceiling
800.08 SF Walls & Ceiling	303.17 SF Floor
33.69 SY Flooring	64.00 LF Floor Perimeter
69.67 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling 12' 2" X 6' 6" Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. R&R Cabinetry - lower (base) units - High grade	28.00 LF	7.85	316.72	0.00	1,908.48	10,996.44
3. R&R Cabinetry - upper (wall) units - High grade	18.00 LF	7.85	224.58	0.00	878.58	5,062.32
4. R&R Cabinetry - full height unit - High grade	6.50 LF	9.40	396.97	0.00	554.69	3,196.10
5. Cabinet knob or pull	42.00 EA	0.00	8.74	0.00	77.09	444.17
6. Remove Countertop - flat laid plastic laminate	49.67 LF	4.50	0.00	0.00	46.94	270.46
7. Countertop - Granite or Marble - High grade	119.00 SF	0.00	83.48	0.00	2,086.16	12,020.28
8. Add on for undermount sink cutout & polish - double basin	1.00 EA	0.00	253.57	0.00	53.25	306.82
9. R&R Kitchen Sink - single basin - High grade	1.00 EA	19.59	493.58	0.00	107.76	620.93
10. Sink faucet - Kitchen - High grade	1.00 EA	0.00	395.93	0.00	83.14	479.07
11. Garbage disposer - High grade	1.00 EA	0.00	336.41	0.00	70.65	407.06
12. R&R Dishwasher - High grade	1.00 EA	27.97	1,001.20	0.00	216.13	1,245.30
13. R&R Plumbing fixture supply line	3.00 EA	5.22	22.81	0.00	17.66	101.75
14. R&R Angle stop valve	3.00 EA	5.22	39.12	0.00	27.94	160.96
15. R&R P-trap assembly - ABS (plastic)	1.00 EA	7.83	71.89	0.00	16.74	96.46
16. Refrigerator - Remove & reset	3.00 EA	0.00	52.30	0.00	32.95	189.85

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Range hood - stainless steel - High grade - Labor	1.00 EA	0.00	6,100.00	0.00	0.00	6,100.00
Custom Model No. Installation						
1- 5' Accurex class 1 hood with front supply plenum						
1- Acurex exhaust fan with roof curb						
1- Accurex supply fan with roof curb						
1- set SST hood closures						
All welded exhaust duct with fire wrap and banded up to 12' flex duct for supply air plenum						
Price includes delivery. NOTE: if a crane is required there will be and added cost						
Any taxes to be collected by Alamo Comfort						
All electrical and plumbing by others. All final roof sealing by others						
Fire system equipment and installation by others						
No SST wall panels required per customer.						
18. Range hood - stainless steel - High grade - Material	1.00 EA	0.00	14,482.85	0.00	0.00	14,482.85

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Hood #1 - KH-1 - Job #6339672. 4824T-ND-2-PSP-F - 4ft 0" Long Exhaust-Only Wall Canopy Hood with 16" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff - 430 SS Where Exposed x1 - Fire Cabinet on the Right Side 12.00" Width x 48.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system) x1 - FILTER - 20" tall x 20" (19.625" by 19.625") wide Stainless Steel Caprate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17. x2 - Recessed Round LED fixture and LED Light, 3500 K warm output. x1 - EXHAUST RISER - Factory installed 12" Diameter X 4" Height x1 - FIELD CUT, SHIP LOOSE - SUPPLY RISER - 10"x 20" Supply Riser with Volume Dampers x2 - 1/2 Pint Grease Cup New Style, Flanged Slotted x2 - Electrical Package Installation in Utility Cabinet by Plant. x1 - FIELD WRAPPER 18.00" High Front, Left, Right, Back x1 - INSULATION FOR TOP OF HOOD x1 - FINISHED BACK- ISL/REV INSTALL 48.00" Long x1 - Parts required to mount riser sensor 6 inches beside riser. Sensor installed directly in line with the center of riser and in center of the plenum space front to back Fire System #1** - FSS-1 - Job #6339672 TANK-SP-1 Tank Fire Suppression 4 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection, tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC). Includes piping for hood: 1. x1 - Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release Mechanism. Installed in Hood Utility Cabinet with integral hood prewire panel. x1 - Pressure Switch - Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION x1 - SC-EGVA2 GAS VALVE - up to 2" Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly. x1 **FIRE SYSTEM HOOKUP INCLUDED - Includes: Required hardware and nozzles for field hookup, all final connections, final test, and permit fees. Hookup includes two trip charges - one for field installation and pre-test and the second for final test with local fire inspector or AHJ. Any additional trips will require change order and extra payment. If Visual/Audio alarm is required by AHJ independent of the building fire alarm, please add \$300. - Excludes: Additional state fire test(s) if required, Union Labor & Prevailing Wage, Gas valve installation, all electrical connections, and hand held fire extinguisher(s). Fan #1 DU50HTH - Exhaust Fan (KEF-1) - Job #6339672 DU50HTH High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 13-3/4" wheel. Exhaust Fan handles 1100 CFM @ -1.000" wc ESP, Fan runs at 1503 RPM. Exhaust Motor: 0.500 HP, 1 Phs, 208 V, 60 Hz, 3.8 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor) x1 - CAT-5E CABLE - 50 Foot. UV rated. x1 - ECM Wiring Package MODBUS Control for Exhaust EC motors. MSC Controller. **DO NOT ORDER UNDER WARRANTY, SEE PART NUMBER "CAS MSC**". x1 - HINGE KIT - Standard Hinge kit for exhaust fan roof curbs. Includes Hardware to attach hinge to curb and hinge to base. Ships Loose. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. x1 - Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Installed under fan base 1/2" from the inside edge of the base to match up with the curb top flanges. x1 - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout) x1 Fan #2 T-A1-15D - Supply Fan (MAU-1) - Job #6339672 T-A1-15D Untempered Supply Unit with 15" Mixed Flow Direct Drive Fan in Size #1 Housing Supply Fan handl Foot Price. x50						

Alamo Restoration

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Range hood - add on cost for ceiling mount/island hood	1.00 EA	0.00	420.44	0.00	88.29	508.73
20. Direct vent termination cap - stainless steel	1.00 EA	0.00	371.58	0.00	78.03	449.61
21. R&R Range - Commercial - 36" - gas	1.00 EA	97.88	5,495.98	0.00	1,174.72	6,768.58
22. Final cleaning - construction - Commercial	303.17 SF	0.00	0.24	0.00	15.28	88.04
Totals: Kitchen				0.00	7,534.48	63,995.78
Total: EMS Kitchen				0.00	7,534.48	63,995.78

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Electrical labor minimum	1.00 EA	0.00	262.62	0.00	55.15	317.77
24. Heat, vent, & air cond. labor minimum	1.00 EA	0.00	181.29	0.00	38.07	219.36
Totals: Labor Minimums Applied				0.00	93.22	537.13
Line Item Totals: SCHERTZ_EMS_1				0.00	7,659.81	64,717.94

Grand Total Areas:

496.92 SF Walls	303.17 SF Ceiling	800.08 SF Walls and Ceiling
303.17 SF Floor	33.69 SY Flooring	64.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	69.67 LF Ceil. Perimeter
303.17 Floor Area	326.83 Total Area	496.92 Interior Wall Area
593.25 Exterior Wall Area	72.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Alamo Restoration

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Summary for Dwelling

Line Item Total	57,058.13
Overhead	4,012.27
Profit	3,647.54
Replacement Cost Value	\$64,717.94
Net Claim	\$64,717.94

Phil Gradel

Alamo Restoration

Alamo Restoration llc
232 Berry Oaks Dr.
Bulverde, TX 78163
210.401.0734 office
210.385.6133 cell

Recap of Taxes, Overhead and Profit

	Overhead (11%)	Profit (10%)
Line Items	4,012.27	3,647.54
Total	4,012.27	3,647.54

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Recap by Room

Estimate: SCHERTZ_EMS_1	152.92	0.27%
Area: EMS Kitchen		
 Kitchen	56,461.30	98.95%
<hr/>		
Area Subtotal: EMS Kitchen	56,461.30	98.95%
Labor Minimums Applied	443.91	0.78%
<hr/>		
Subtotal of Areas	57,058.13	100.00%
<hr/>		
Total	57,058.13	100.00%

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Recap by Category

O&P Items	Total	%
APPLIANCES	7,410.93	11.45%
CABINETRY	26,045.68	40.24%
CLEANING	72.76	0.11%
GENERAL DEMOLITION	983.23	1.52%
ELECTRICAL	262.62	0.41%
HEAT, VENT & AIR CONDITIONING	552.87	0.85%
PLUMBING	1,147.19	1.77%
O&P Items Subtotal	36,475.28	56.36%
Non-O&P Items	Total	%
APPLIANCES	20,582.85	31.80%
Non-O&P Items Subtotal	20,582.85	31.80%
O&P Items Subtotal	36,475.28	56.36%
Overhead	4,012.27	6.20%
Profit	3,647.54	5.64%
Total	64,717.94	100.00%

Exhibit B
INSURANCE

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

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

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

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

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

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

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

WEB KEY	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	REV. PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	X123450	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (if a separate policy)
B	<input type="checkbox"/> CLAIM MADE	<input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
C	<input type="checkbox"/> POLICY	<input type="checkbox"/> CO-INSURE				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY					PRODUCTS - COMMOP AGO \$ 1,000,000
D	<input checked="" type="checkbox"/> ANY AUTO		123456700	01/01/1000	01/01/1000	COVERED OPERATIONS (See schedule)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> EXCLUDED AUTOS (See schedule)				BODILY INJURY (Per person) \$
E	<input type="checkbox"/> UMWRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIM MADE				PROPERTY DAMAGE (Per accident) \$
F	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION				EACH OCCURRENCE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					AGGREGATE \$
G	<input type="checkbox"/> ANY PROPRIET COMPARTMENT	<input type="checkbox"/> EXCLUDED	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> VOLUNTARY WORKERS COMPENSATION
	<input type="checkbox"/> ANY PROPRIET COMPARTMENT	<input type="checkbox"/> EXCLUDED				\$ L EACH ACCIDENT \$ 500,000
H	<input type="checkbox"/> ANY PROPRIET COMPARTMENT	<input type="checkbox"/> EXCLUDED				\$ L DISEASE - EACH EMPLOYEE \$ 500,000
	<input type="checkbox"/> ANY PROPRIET COMPARTMENT	<input type="checkbox"/> EXCLUDED				\$ L DISEASE - POLICY LIMIT \$ 500,000
I	<input type="checkbox"/> BUILDER'S RISK	Y Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis
	<input type="checkbox"/> PROFESSIONAL SERVICES					\$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SD 428 enacted by Texas Legislature 02(7) session in 2011).

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

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

Complete the certificate of insurance with the information listed below:

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

Exhibit C
EVIDENCE OF INSURANCE