

RESOLUTION NO. 25-R-048

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH KUTSCHER DRILLING TO DRILL A REPLACEMENT WELL AT THE SCHERTZ SOCCER COMPLEX AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz (the “City”) has determined that a replacement well is required at the Schertz Soccer Complex due to regulatory requirements; and

WHEREAS, City staff issued a Request for Bids that verified companies were qualified and ranked them based on cost; and

WHEREAS, Kutscher Drilling was the sole bidder in the Request for Bids process and City staff has determined that Kutscher Drilling is a qualified vendor who can perform the work;

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 enter into a contract with Kutscher Drilling to drill a replacement well at the Schertz Soccer Complex substantially as set forth in Exhibit A with an amount not-to-exceed \$161,150 for a replacement well.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Agreement with Kutscher Drilling to Drill A Replacement Well at the Schertz Soccer Complex

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 Kutscher Drilling, LTD (“Contractor”).

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.* The Contractor may submit an invoice for payment upon completion of the described tasks. 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. 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.

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given (“Substantial Completion”)

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated 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 the Scope of Work, 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 Contract Time.

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) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies 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.
- (I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association .
- (J) *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).
- (K) *Interlocal Participation.* The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

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 thirty (30) 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.

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EXECUTED on this the _____ day of _____, 20_____.

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

Kutscher Drilling, LTD
Attn: Christy Aylesworth, Operations Manager
3810 Hunter Road
San Marcos, TX 78666

Exhibit “A”

SCOPE OF WORK

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

Project Scope

The City of Schertz is requesting new water well be dug and installed, as well as the plugging of the old well, both sites located at the Schertz Soccer Complex, located at 75 Maske Rd, Schertz, TX 78154.

Well Drilling

Proposal shall include all labor, materials, services, equipment, and appurtenances in conjunction with and incidental to all work for drilling new non potable well with 6 5/8” diameter, ASTM A252 Steel Pipe Casing, Grade 2/Grade 3 Steel Casing Pipe or 6.9” PVC SDR 17 gasketed, 460 VF. Total well depth to be 500 -510 feet, static water depth is located approximately 110 feet depth, well set at approximately 420 ft depth

Well Installation

Proposal shall include all labor, materials, services, equipment, electrical cables, and appurtenances in conjunction with and incidental to all work for installation and start-up of a 6” submersible pump with duty head of 225 GPM AT 327 FT head, 60% efficiency or better for pumping non potable irrigation water, with A 6” Motor 25hp 60Hz, 3520 RPM, pump panel, with 420 VF of 3-inch T&C Galv. Drop Pipe, with 3” PVC SDR 17 pipe to connect to existing tank fill line, 3” check valve, 4.5’x4.5’ concrete wellhead slab.

Removal of Old Well and Capping of Site

Proposals include furnishing all labor, materials, services, equipment, and appurtenances in conjunction with and incidental to all work (site work, general construction) for geophysical logging and plugging of existing well, including the removal of existing well pump and drop pipe, removal below grade of existing casing and concrete well cap, restore surface to original grade.

Pricing for Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

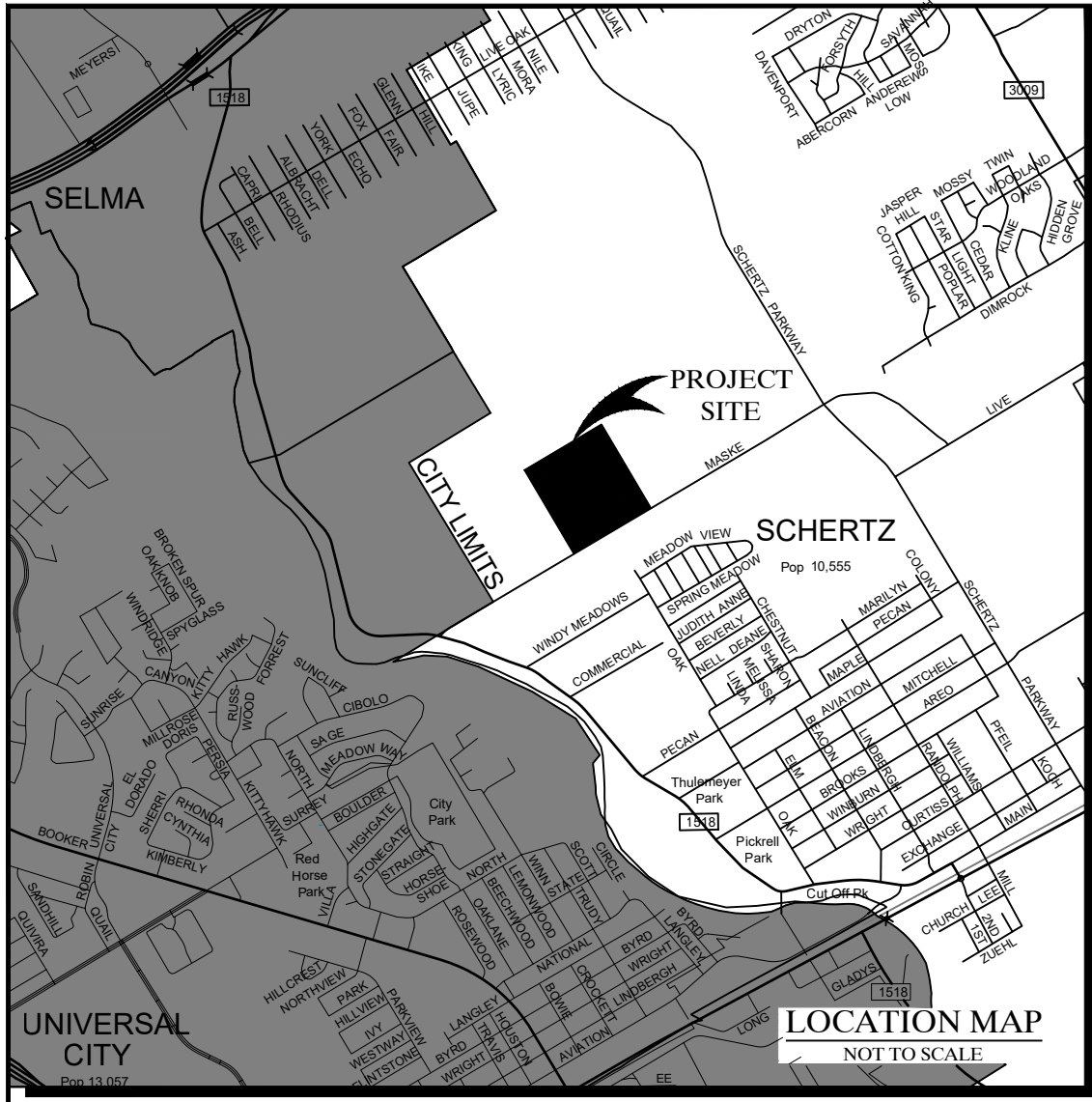
The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal. In this Cost Proposal, Proposer should describe each significant phase in the process of providing the Services to The City, and the period within which Proposer proposes to be able to complete each such phase.

A. Complete Project Price:

\$ 146,500.00 One Hundred forty four thousand dollars and no cents

B. Methodology Cost Proposal:

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Total amount for furnishing all labor, materials, services, equipment, and appurtenances in conjunction with and incidental to all work (site work, general construction) for drilling new non potable well with 6 5/8" diameter, ASTM A252 Steel Pipe Casing, Grade 2/Grade 3 Steel Casing Pipe or 6.9" PVC SDR 17 gasketed, 460 VF. Total well depth to be 500 -510 feet, static water depth is located approximately 110 feet depth, well set at approximate 420 ft depth	LS	1	\$70,000.00	\$70,000.00
2	Total amount for furnishing all labor, materials, services, equipment, electrical cables, and appurtenances in conjunction with and incidental to all work for installation and start-up of a 6" submersible pump with duty head of 225 GPM AT 327 FT head, 60% efficiency or better for pumping non potable irrigation water, with A 6" Motor 25hp 60Hz, 3520 RPM, pump panel, with 420 VF of 3-inch T&C Galv. Drop Pipe, with 3" PVC SDR 17 pipe to connect to existing tank fill line, 3" check valve, 4.5'x4.5' concrete wellhead slab.	LS	1	\$56,500.00	\$54,000.00
3	Total amount for furnishing all labor, materials, services, equipment, and appurtenances in conjunction with and incidental to all work (site work, general construction) for geophysical logging and plugging of existing well, including the removal of existing well pump and drop pipe, removal below grade of existing casing and concrete well cap, restore surface to original grade.	LS	1	\$20,000.00	\$20,000.00
TOTAL					\$146,500.00



LEGEND OF EXISTING FEATURES

WL	= EXISTING WATER LINE
WV	= EXISTING WATER VALVE
FH	= EXISTING FIRE HYDRANT
UT	= UNDERGROUND TELEPHONE CABLE
TB	= TELEPHONE BOX
PP	= EXISTING POWER POLE
OHE	= EXISTING OVERHEAD ELECTRIC
UE	= EXISTING UNDERGROUND ELECTRIC
GAS	= EXISTING GAS LINE (SIZE SHOWN)
SIGN	= EXISTING SIGN
EP	= EDGE OF PAVEMENT
LP	= EXISTING LIGHT POST
T	= TREE
ROW	= RIGHT OF WAY
UEB	= UTILITY EASEMENT BOUNDARY

EXISTING SYSTEM:
 THE EXISTING SYSTEM PUMPS INCLUDE A LARGER SINGLE STAGE END SUCTION PUMP TO PRESSURIZE THE SCHERTZ SOCCER FIELD IRRIGATION SYSTEM, AND A SMALLER SINGLE STAGE END-SUCTION PUMP TO FILL THE LIONS FIELDS' STORAGE TANKS.

SOCCER FIELD IRRIGATION PUMP IS AN AURORA PUMP 340 SERIES (2X2.5 7A TYPE 341 BF), WITH A NAME PLATE CAPACITY OF 210 GALLON PER MINUTE (GPM), AND 190 FEET OF HEAD (82 PSI) AT 3500 RPM. THE MOTOR IS A MARATHON GLOBETROTTER ELECTRIC MOTOR RATED AT 15 HORSEPOWER AT 60 HERTZ, 17 AMPS/460 V.

LIONS FIELD SUPPLY PUMP IS A FLYNT AND WALLING MODEL C22153, REV B SINGLE STAGE END SUCTION PUMP ESTIMATED THE PUMPING CAPACITY AT 72 GPM, AT 3450 RPM, AND 104 FEET OF HEAD (45 PSI). THE MOTOR IS A BALDOR RELIANCE SUPRE 5 HORSEPOWER ELECTRIC MOTOR, 40 HERTZ AT 6 AMPS/460 V.

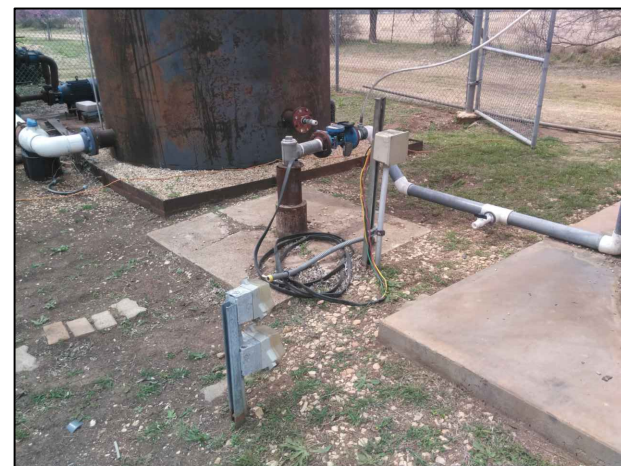
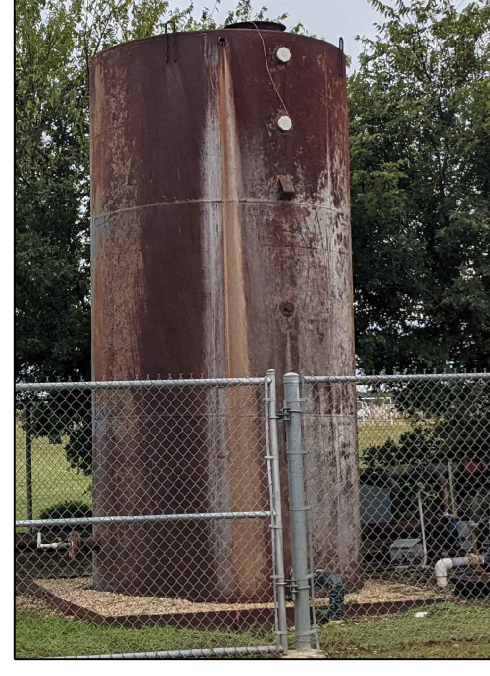
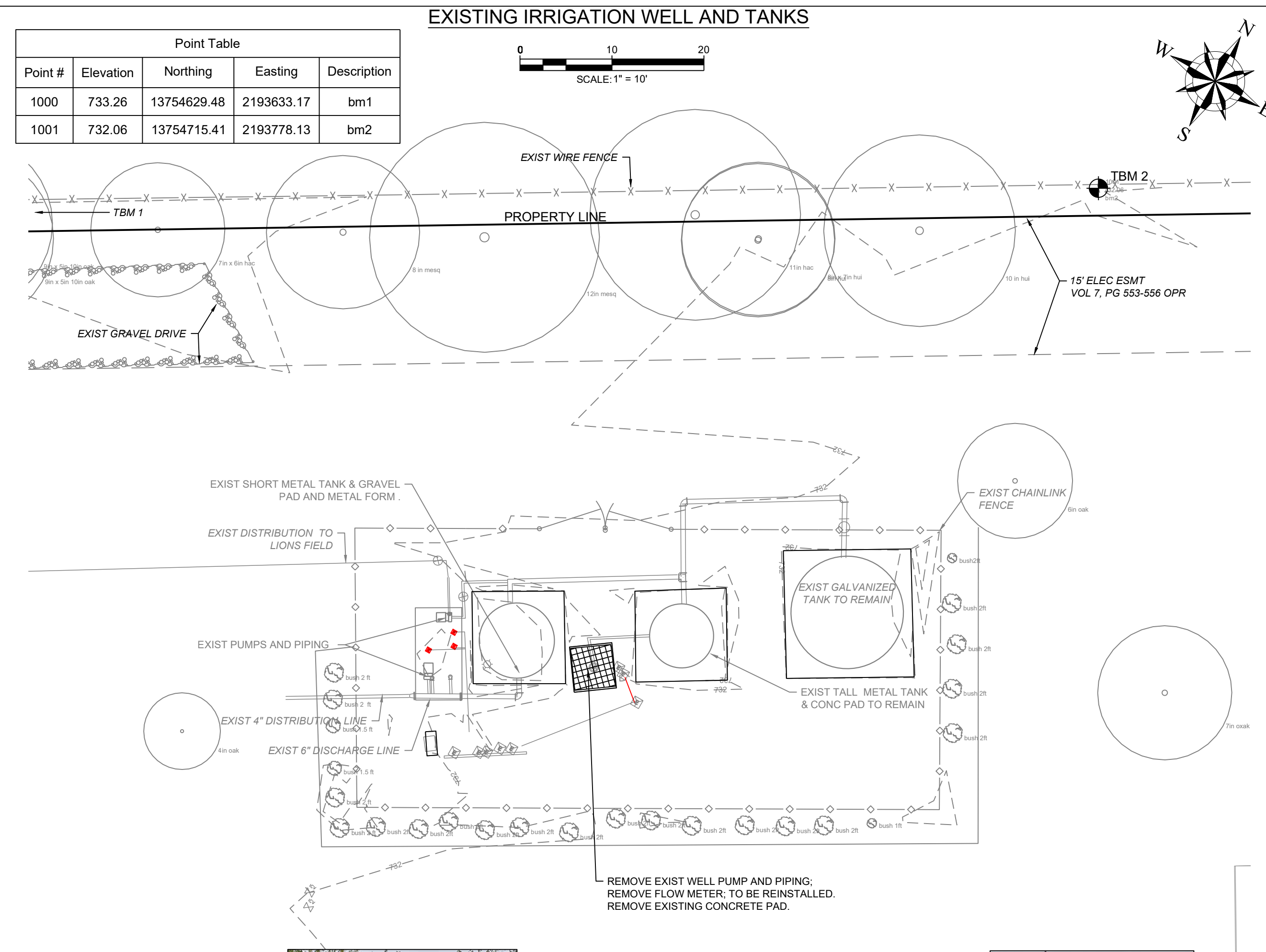
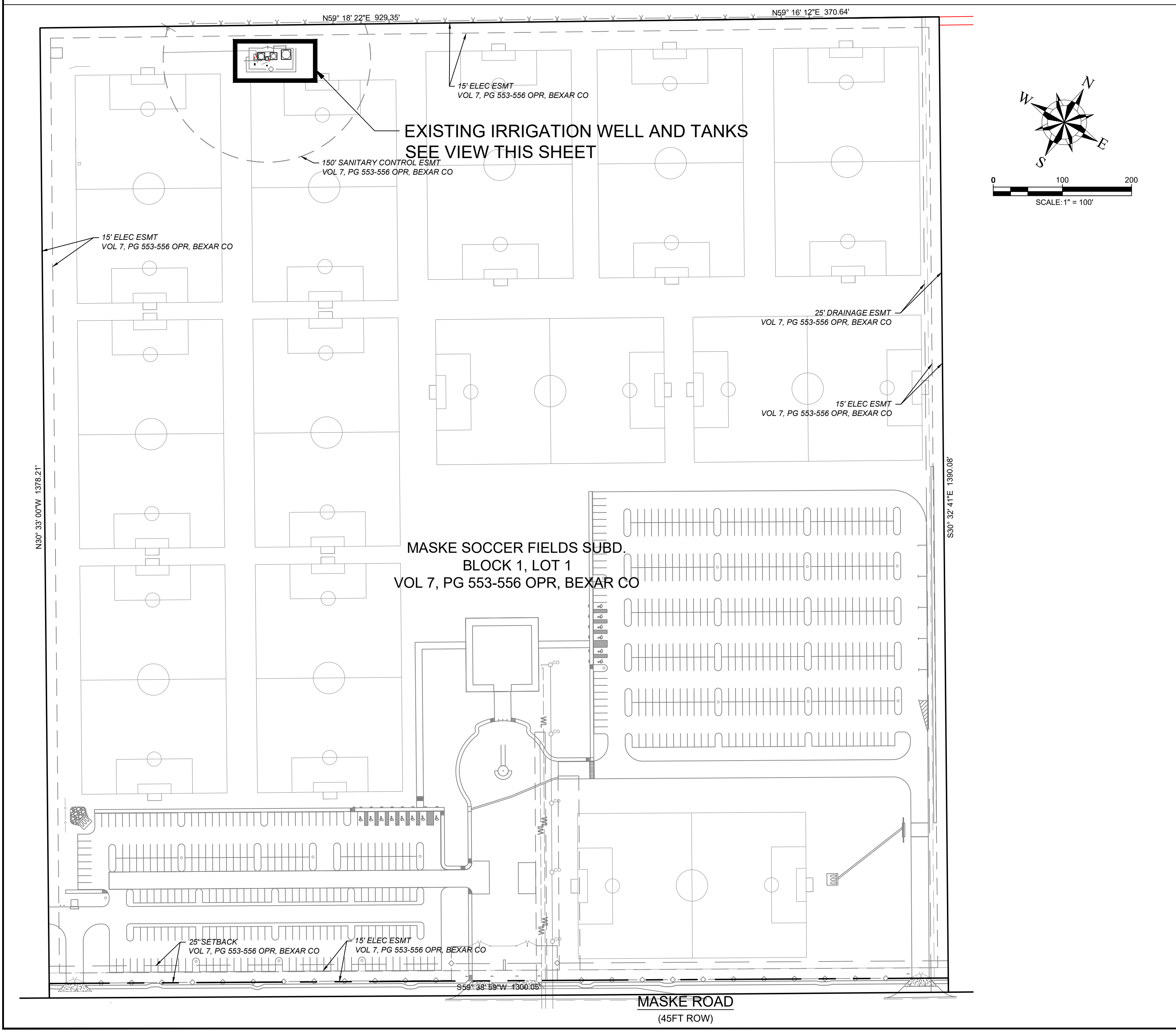
THE EXISTING WELL PUMP IS A GRUNDFOS MODEL 150S200-9 SUBMERSIBLE PUMP AND MOTOR ASSEMBLY, NINE (9) STAGES, WITH A NAME PLATED CAPACITY OF 150 GALLONS PER MINUTE AT 334 FEET HEAD (143 PSI) AT 3450 RPM, WITH A 20-HORSEPOWER MOTOR AT 60 HERTZ. THIS IS A 6-INCH PUMP (5.47" DIA.) WITH A 3-INCH OUTLET. DEPTH TO WELL PUMP IS APPROXIMATELY 400 FEET BELOW GROUND (20 LENGTHS OF 20-FT LONG DUCTILE IRON WELL PIPE)

THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED IN THESE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO, AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT ANY UTILITIES ENCOUNTERED FORTY-EIGHT HOURS (48) HOURS PRIOR TO EXCAVATION OPERATION.

DEMOLITION NOTES:

SHUTDOWN OF THE SYSTEM WILL BE COORDINATED WITH THE CITY OF SCHERTZ PARK DEPARTMENT 72 HOURS IN ADVANCE.

- PROTECT EXISTING ONSITE ELECTRICAL WIRING/CONDUITS, CONNECTIONS TO EXISTING WELL PUMP.
- REMOVE EXISTING ±400 VF OF DI WELL PIPE, AND DISPOSE OF PROPERLY. RETAIN EXISTING METER.
- LOG WELL
- REMOVE EXISTING 20 HP , 6-INCH PUMP (5.47" DIA.) WITH A 3-INCH OUTLET WELL PUMP .
- PLUG AND ABANDON EXISTING WELL, 10- FEET BELOW GROUND
- BROKEN CONCRETE CAP AROUND WELL HEAD TO BE REMOVED AND GROUND RESTORED TO EXISTING CONDITIONS.

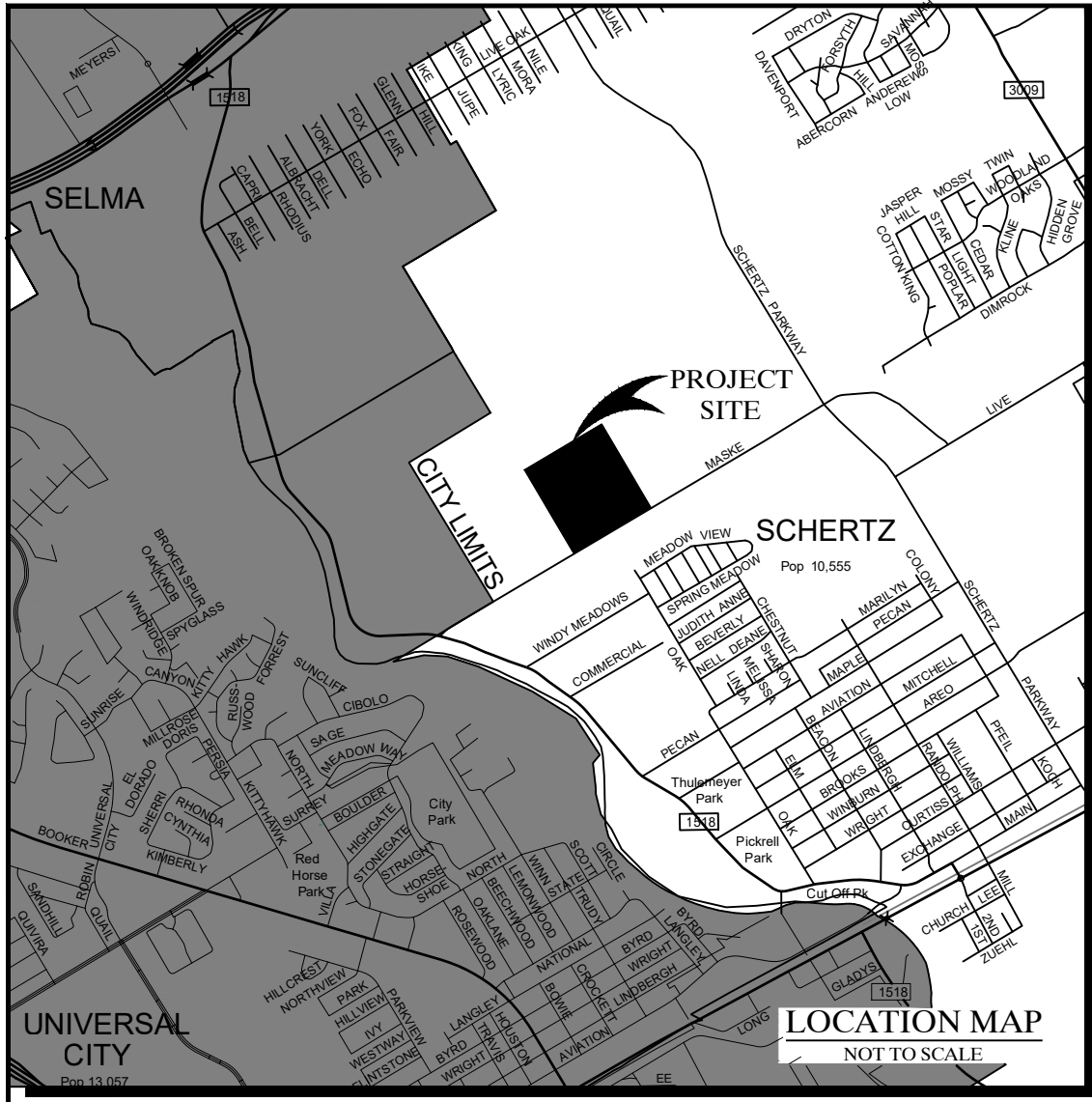


PROJECT NAME: SCHERTZ SOCCER COMPLEX
 ARCHITECT: 75 MASKE RD. SCHERTZ, TX 78154
 ENGINEER: UNITECH CONSULTING ENGINEERS, INC.
 CUSTOMER: CITY OF SCHERTZ

UNITECH CONSULTING ENGINEERS, INC.
 2431 E. EVANS ROAD
 SAN ANTONIO, TEXAS 78259
 P: (210) 641-8003 F: (210) 641-8279
 WWW.UNITECH.COM

UNITECH
 94904
 11/25/2024

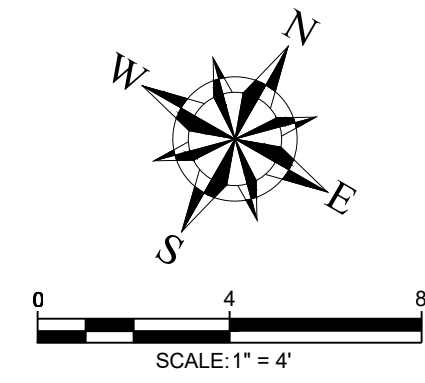
DRAWN BY: DATE: 06/28/2022
 CHECKED BY: DATE:
 PROJECT NO: 22-100-V
 SHEET TITLE: EXISTING SITE
 SHEET NO: 1



SITE DATA SUMMARY	
PROP USE:	MUNICIPAL USE - SPORTS FIELDS
ZONING DISTRICT:	PUBLIC USE
LOT AREA	±1,829,346 SQ. FT. / 41.996 ACRES
EXIST IMPERVIOUS:	±361,414 SQ. FT / 8.297 ACRES / 19.8%
NEW IMPERVIOUS :	0
TOTAL IMPERVIOUS:	±361,414 SQ. FT / 8.297 ACRES / 19.8%
BUILDING AREA:	0
BUILDING HEIGHT:	0
NEW BUILDING HEIGHT:	0
TOTAL PARKING:	SPACES REQUIRED: 663 (BOA 2012-003) SPACES PROVIDED: 672
HANDICAP SPACES:	REQUIRED: 14 SPACES (PER UDC) PROVIDED: 14 SPACES
DWELLING UNITS:	0
FLOOR AREA RATIO (FAR)	0
PROPERTY OWNER:	CITY OF SCHERTZ
OWNER ADDRESS	1400 SCHERTZ PARKWAY, SCHERTZ 78154
PHONE	(210) 619-1000
PROPERTY ADDRESS:	75 MASKE ROAD, SCHERTZ, TEXAS 78154

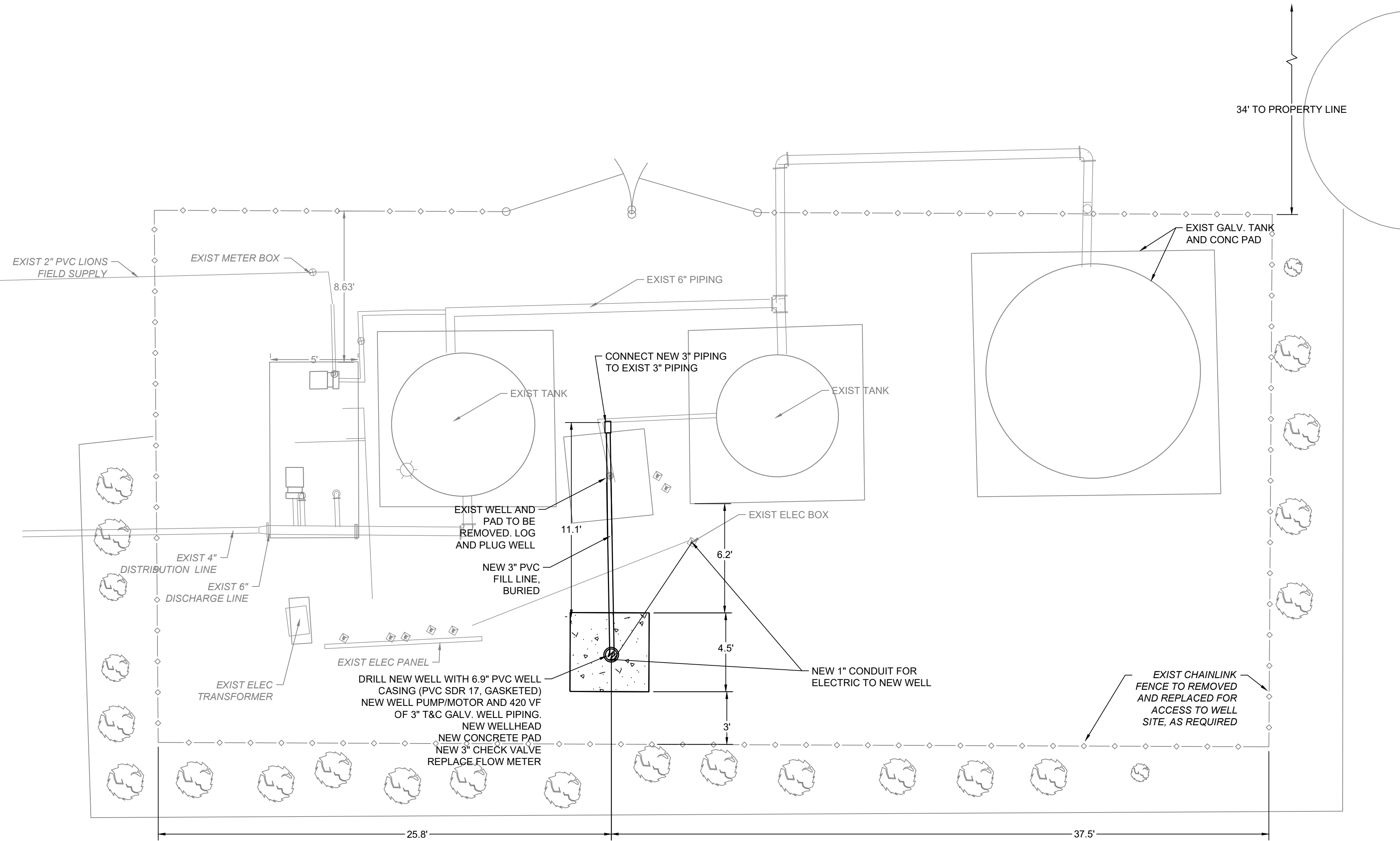
FLOOD PLAIN NOTE:
 ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL NO. 48187C0210, DATED NOVEMBER 02, 2007, PROPERTY IS LOCATED IN ZONE "X" AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

VARIANCES APPROVED
 OVERALL SITE PLAN (APPROVE 2012):
 BOA 2012-002 FENCE (3-26-12)
 BOA 2012-003 PARKING (4-23-12)



LEGEND

- CHAIN LINK FENCE
- FENCE/CONCRETE FENCE
- X—X— EXIST WIRE FENCE
- OHE— EXIST OVERHEAD ELEC
- NEW CONCRETE



PROJECT NAME: SCHERTZ SOCCER COMPLEX ARCHITECT: 75 MASKE RD. SCHERTZ, TX 78154 ENGINEER: UNITECH CONSULTING ENGINEERS, INC. CUSTOMER: CITY OF SCHERTZ	NO. _____ REVISION _____ BY _____ DATE _____
UNITECH CONSULTING ENGINEERS, INC. 2431 E. EVANS ROAD SAN ANTONIO, TEXAS 78259 P: (210) 641-8003 F: (210) 641-8279 TBPE REG. NO. F-5489 TBPLS NO. 10051100 WWW.UNITECH.COM	
DRAWN BY: _____ CHECKED BY: _____	DATE: 06/29/2022 DATE: _____
PROJECT NO: 22-100-V	
SHEET TITLE: SITE PLAN	
SHEET NO: 2	

MASKE SOCCER COMPLEX
 LOT 1, BLOCK 1
 A 41.996 ACRE TRACT OF LAND, SITUATED IN THE T. HERRERA SURVEY NO. 68, ABSTRACT NO. 153, GUADALUPE COUNTY BLOCK NO. 5056 VOLUME 7, PAGES 553-556 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS

THE CONTRACT, WITHOUT WRITTEN AGREEMENT WITH, AND APPROPRIATE COMPENSATION TO UNITECH CONSULTING ENGINEERS, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2025

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 have ADDITIONAL INSURED provisions or 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 GBMB Insurance Agency LLC P. O. Box 790828 San Antonio TX 78279-0828	CONTACT NAME: Lisa Bielefeld PHONE (A/C. No. Ext): 210-366-5094 E-MAIL ADDRESS: LisaB@gbmbinsurance.com	FAX (A/C. No): 210-366-9549	
	INSURER(S) AFFORDING COVERAGE		
INSURED Kutscher Drilling, Ltd. & Kutscher Pump, Inc. 3810 Hunter Rd. San Marcos TX 78666-9392	INSURER A: Employers Mutual Casualty Co.		NAIC # 21415
	INSURER B: Texas Mutual Insurance Co		22945
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2038643152

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D03450-25	4/25/2024	4/25/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E03450-25	4/25/2024	4/25/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J03450-25	4/25/2024	4/25/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001305098	4/25/2024	4/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Policy forms are attached WC420304B CA7450222 G76501013 CG75783617
 Umbrella is follow form
 Project Water Well Digging and Removal IFB # 2024-026

CERTIFICATE HOLDER**CANCELLATION**

City of Schertz
 1400 Schertz Parkway
 Att: Purchasing Department
 Schertz TX 78154

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1255435

Date Filed:
01/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KUTSCHER DRILLING, LTD.
San Marcos, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 2024-026
Water Well Drilling and New Pump as well as plugging an existing well

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kutscher Drilling, LTD	San Marcos, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Christy Aylesworth, and my date of birth is 11 13 1 7.

My address is 3 6 Ri er Oa s Dr, ew raunfels, TX, 7813, SA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Te as, on the an day of an, 20an.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

SECTION 6

EXECUTION OF OFFER

Proposal of: Kutscher Drilling, LTD
(Proposer Company Name)

To: **The City of Schertz**

RFB Title: **WATER WELL DIGGINIG AND REMOVAL**

RFB#: **2024-026**

This Proposal shall remain in effect for the Proposal Validity Period (ref Section 3.3) and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Offeror represents to Owner that:

- (1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- (2) He/she has full authority to execute this Response on behalf of Offerors.
- (3) Offeror has received the Addenda to this IFB, specifically, Addenda numbered _____.

Executed this 9 day of January, 2025.

<u>Kutscher Drilling, LTD</u> Entity Name	 Signature
<u>3810 Hunter Road</u> Street & Mailing Address	<u>Christy Aylesworth</u> Print Name of Signatory
<u>San Marcos, TX 78666</u> City, State, and Zip	<u>Operations Manager</u> Title of Signatory
<u>512-353-0075</u> Telephone Number	<u>512-353-0434</u> Fax Number
<u>kutscherdrilling@yahoo.com</u> Email Address	<u>210-241-0001</u> Mobile Number