

**RESOLUTION NO. 25-R-071**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH GENSERVE INC. FOR EMERGENCY GENERATOR SYSTEMS REPLACEMENT AND UPGRADES PROJECT AT THE EAST LIVE OAK WATER FACILITY AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Staff has a need to replace and upgrade the emergency generator system and associated electrical infrastructure at the East Live Oak Water Facility; and

**WHEREAS**, the East Live Oak Water Facility is critical infrastructure and in the event of a power failure, an inadequate generator would severely impact the City's potable water supply; and

**WHEREAS**, In accordance with TXLGC 252.022, a procurement necessary to preserve or protect the public health or safety of the municipality's residents is exempt from competitive bid requirements; and

**WHEREAS**, Staff recommends GenServe Inc., the City's on-call contractor, and has determined that they are qualified to perform the work for emergency generator system replacement and upgrades at the East Live Oak Water Facility.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes expenditures with GenServe, Inc. for the replacement and upgrade of emergency generator systems at the East Live Oak Water Facility for \$521,516, and a total not-to-exceed amount of \$571,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

**Exhibit A**

East Live Oak Water Plant Generator Upgrade Proposal



**To:** City of Schertz  
**Attn:** Chris Hernandez  
**Reference:** Live Oak Water Plant Generator Upgrade  
**Address:** 1055 E Live Oak Rd, Schertz, TX 78154

*Proposal # 525RL*  
*Date: 5/30/2025*

**We are pleased to offer the following proposal for the above project:**

### **SCOPE OF WORK**

- Remove and replace Generac 500 kW diesel generator
- Install new Kohler 750 kW diesel generator and 2000 amp automatic transfer switch
- Electrical labor and materials for installation
  - Run new feeders from main outside to new ATS
  - Install new 75 kVA step down transformer to feed MTS for IDF room
  - Install new 200A MTS for temporary generator connection point
- Trenching for conduits from ATS to new generator location
- Pour new concrete pad for generator
- Offloading and placement of generator onto pad (crane included)
- Remove fuel from existing generator and disconnect electrical
- Remove and haul off of existing generator as needed
- Initial Diesel Fill of base tank (90% tank capacity)
- Startup, commissioning and warranty registration
- Provide engineered drawings for customer site records

### **BILL OF MATERIAL**

#### **Quantity 1 – Kohler Industrial Diesel Generator**

**750 kW** Standby Rated, 277/480V, 3 phase, 4 wire, 60 Hz  
UL2200 certified  
PMG Alternator  
Critical Silencer – shipped loose  
APM603 Digital Controller  
-Remote Annunciator  
-Remote E-Stop Switch  
-Integral thermal overload protection  
-2 Input / 5 Output programmable module for remote indication  
**2000 amp main line circuit breaker – 100% rated, LSI**  
**48 Hour / 2520 gallon UL142 subbase diesel tank**  
Block Heater 120VAC  
Starting battery, cables, and battery charger  
**2 Year System Warranty**



**Quantity 1 – ASCO Automatic Transfer Switch**

**2000A**, 480V, 3 pole, 60 Hz  
NEMA 3R enclosure  
RS-485 Modbus communications  
300 Entry Event Log  
In-Phase Monitor  
Relay Expansion Module w/ Normal and Emergency available output contacts  
Strip heater w/ thermostat  
**2 Year Warranty**

**TOTAL PROJECT PRICE: \$521,516.00**

**Notes and Assumptions:**

No changes to existing electrical infrastructure included.  
Permitting as needed with the city.  
No temporary or emergency power available to the plant during installation. Temp power for **IDF (server) room** will be provided as needed during shutdown period.  
Power shutdown to be coordinated with city personnel in advance for most ideal day and time.  
**Proposal assumes the generator feeder will come straight out from the ATS location running underneath the transformers to generator location. Generator to be located 20 feet out from transformers. GVEC to approve final location.**  
Price does not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.

Proposal is valid for 30 days. Pricing includes current tariff charges.

**Estimated Lead Time:**

*Generator - 34-36 weeks*  
*ATS - 24-26 weeks*

**Project Completion Schedule:**

*40 weeks from date of order*

**Acceptance:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## COMMERCIAL TERMS AND CONDITIONS

### 1. Engagement of Services

Once work is authorized by the customer, GenServe is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of GenServe, these expenses will be due and payable to GenServe on a pro-rata basis. Any request for reimbursement of these expenses will be itemized and defined.

### 2. Changes to Scope of Work

GenServe will notify the customer if there is a material change to the Scope of Work that will require GenServe to expend more monies than originally budgeted. The customer agrees to pay GenServe for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work. A detailed specification was not included with the request for quotation. Equipment and services are limited to this quotation. Any additional requirements are not included with this quotation. GenServe makes no guarantees regarding the performance of listed equipment in connection with customer loads. All start up and service calls will be performed by GenServe unless otherwise noted.

### 3. Exclusions and Assumptions

#### Exclusions:

- Repairs to existing circuits, wiring, plumbing, landscaping, sprinklers, etc.
- Painting on newly installed conduit, boxes or equipment
- Overtime, after hours or holiday work
- Repairs to existing underground circuits or wiring.
- Repairs to existing underground utilities, sprinkler systems or damaged landscaping or vegetation
- Repairs or replacement of any sheetrock (drywall) or painted surfaces.
- Repairs or replacement of any existing structural components.
- Repairs of any latent defects of existing wiring.
- Warranty on any existing wiring, devices or equipment or that supplied by others.
- This proposal does not include any repairs or modifications to existing circuitry.
- Cutting or coring of concrete walls or flooring.
- Trip charges will be added to proposed amount if GenServe is required to suspend work at customer's request.
- Any charges from Electric provider for service.
- Any code corrections required by the City Inspector for existing conditions.

#### Assumptions:

- Work to be done during regular business hours.
- Customer to provide access to work area.
- Pricing assumes existing conduit is in usable condition.
- Ceilings and walls are free and clear of reasonable obstructions: i.e. fire blocks in walls, concrete and blocks in walls and ceilings.
- Please allow up to one to two weeks for scheduling.
- Trip charges will be added to the proposed amount if GenServe is required to suspend work due to customer's request.
- Reoccurring trips will be charged at \$150.00 per hour per additional trip.
- Any time spent waiting, in excess of one half-hour, for access to site will be charged at \$150.00 per hour per man.
- Conduit to be surface mounted on concrete walls where necessary.
- Any items located in front of the electrical panels to be relocated by others.
- Customer will provide access to all areas where placement of equipment and devices is necessary. If access is not available when previously agreed upon, there will be additional charges for lost time.
- Power to certain areas may be interrupted to complete the work.

### 4. Permits and Taxes

Permits are not included unless specifically noted. Permits, inspection fees, drawings, etc., can be provided by GenServe at an additional cost. Any additional requirements listed in local codes, general specifications or other sources are not included with this quotation. State and local taxes may not be included in the proposed price unless specifically noted.

### 5. GenServe's Employees

The customer agrees that it shall not hire any employee of GenServe who is currently working on a project for the customer, or any employee of GenServe who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former GenServe employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that GenServe can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees



#### **6. Payment Terms**

For Cash Sales, GenServe requires a 50% deposit with order, 35% due upon delivery of equipment, balance due upon completion of startup and testing. Late charge of 1.5% per month on unpaid balance over 30 days. A 20% Cancellation fee will apply (of total quoted price). Pricing is firm for order(s) received within 30 days of quotation date. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice.

#### **7. Warranty**

Standard equipment manufacturers warranty applies. AGS will warranty all labor and material on all generator and electrical service work for 2 years. GenServe will warranty labor and material on workmanship / code compliance indefinitely.

#### **8. Indemnity**

Subject to the provisions herein, each Party will maintain commercially reasonable insurance for its respective business activities. Each Party will defend, indemnify and hold the other Party, their respective officers, directors, shareholders, members, managers, partners, agents, affiliates, employees and independent contractors harmless from any claims, cost, demands, suits or liability arising out of the indemnifying Party's negligent acts or omissions or the negligent acts or omissions of its employees, sub-contractors and agents, whether based upon breach of contract, negligence, strict liability or otherwise, arising from or incidental to the services contemplated under this Agreement; provided, however, that the Party seeking such indemnification shall give the indemnifying Party (i) prompt written notice of any such claim or threatened claim, and (ii) full cooperation in any defense or settlement of the claim (at the expense of the indemnifying Party). The foregoing indemnification obligation shall not apply to the extent that such claim is the fault of or is caused by the negligence or willful misconduct of the Party seeking indemnification, and shall not apply to the extent the cost or damages of the Party seeking indemnification are covered by their own insurance.

#### **9. Attorney's Fees**

If GenServe, LLC is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse GenServe for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

#### **10. Incorporation by Reference**

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporate by reference, all Proposals submitted by GenServe to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements

#### **11. Tariffs and Import Taxes**

If, after the effective date of this agreement, any new or amended tariffs, duties, or import taxes are imposed on materials or components used in the manufacture of the goods covered by this agreement, GenServe shall have the right to adjust the contract price to reflect the increase in costs directly attributable to such new or amended tariffs, duties, or taxes, upon providing written notice to [the Buyer] with supporting documentation.

***By signing a GenServe proposal, the signatures to this agreement warrant that they have authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.***