

## **RESOLUTION 26-R-122**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT FOR TREE AND BRUSH REMOVAL SERVICES BETWEEN THE CITY OF SCHERTZ AND SOUTH TEXAS TREE SERVICE, LLC, AND OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the City staff has solicited and received proposals for tree and brush removal services; and

**WHEREAS**, City staff have determined that South Texas Tree Service, LLC, is qualified to provide such services for the City; and

**WHEREAS**, the City staff has determined it is in the best interest of the City and its residents to contract these services; and

**WHEREAS**, the City Council desires to allow the City Manager to approve and execute the services agreement for tree and brush removal services with South Texas Tree Service, LLC.

### **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 contract with South Texas Tree Service, LLC, in substantially the form set forth on Exhibit A ("Service Agreement").

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 \_\_\_\_\_, 2026.

CITY OF SCHERTZ, TEXAS

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Ralph Rodriguez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

Exhibit “A”  
Services Agreement

# **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 South Texas Tree Service LLC (“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.

Work will be expected to commence from the time the contractor is given the notice to proceed with the City.

#### **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 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](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.

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

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY:**

**CONTRACTOR:**

City of Schertz

Attn: \_\_\_\_\_, City Manager

1400 Schertz Parkway

Schertz, Texas 78154

# **Exhibit “A”**

SCOPE OF WORK

**SEE ATTACHED**



## 2. COST PROPOSAL

Pricing is presented as a total project price inclusive of associated labor, equipment, fuel, hauling/disposal, supervision, administration, insurance, overhead, and profit. Percentage allocations show the method used to calculate the total proposal price and are not separate billable rates.

| Proposal                                | Total Project Cost | Status                                 |
|-----------------------------------------|--------------------|----------------------------------------|
| Project 1: Cibolo Creek                 | \$90,000           | Independent Base Proposal              |
| Project 2: Mile Post 191.5-193.2 / FM78 | \$90,000           | Independent Base Proposal              |
| Alternate: Both Projects Combined       | \$160,000          | Contingent upon award of both projects |

### Itemized Cost Allocation

| Cost Category                        | %           | Project 1       | Project 2       | Dual Project     |
|--------------------------------------|-------------|-----------------|-----------------|------------------|
| Labor / Field Workforce              | 40%         | \$36,000        | \$36,000        | \$64,000         |
| Hauling & Disposal                   | 20%         | \$18,000        | \$18,000        | \$32,000         |
| Fuel                                 | 10%         | \$9,000         | \$9,000         | \$16,000         |
| Equipment / Maintenance / Deployment | 15%         | \$13,500        | \$13,500        | \$24,000         |
| Supervision / Project Administration | 10%         | \$9,000         | \$9,000         | \$16,000         |
| Insurance / Overhead                 | 5%          | \$4,500         | \$4,500         | \$8,000          |
| <b>TOTAL</b>                         | <b>100%</b> | <b>\$90,000</b> | <b>\$90,000</b> | <b>\$160,000</b> |

**Alternate Proposal for Dual Project Pricing Included: YES.** The \$160,000 alternate price is available only if both projects are awarded to STTS. The independent \$90,000 project prices remain valid if the City elects to award the projects separately.



## 6. PROJECT EXECUTION PLAN

STTS will execute each project in accordance with the City's defined work limits, safety requirements, site-protection requirements, debris-removal requirements, and 45-day completion period following the applicable notice to proceed. Each project will be managed independently even if both are awarded to STTS.

### Project 1 - Cibolo Creek Tree Removal

- **Hazardous and unstable trees:** Remove trees exhibiting a 45-degree or greater lean and trees with compromised or unstable root-ball conditions that present a risk of failure.
- **Dead-tree removal:** Prioritize removal of dead trees that pose a risk or potential to fall and impact people or property within or adjacent to the work area.
- **Invasive and non-significant vegetation:** Remove invasive/nuisance species and trees below the City's stated significance threshold within authorized limits.
- **Root-ball handling:** Retain root balls where they provide erosion-control benefit. Where a root ball has been completely pulled up and exposed and provides no benefit to the creek, STTS will remove and lawfully dispose of it as permitted by the scope.
- **Debris removal:** Haul and lawfully dispose of removed trees, brush, limbs, cuttings, permitted root balls, and associated debris while minimizing disturbance to the creek environment.

### Project 2 - UPRR Corridor Mile Post 191.5-193.2 / FM78

- **Leaning and unstable trees:** Remove trees with a 45-degree or greater lean and trees with compromised or unstable root-ball conditions that present a failure risk.
- **Ground-level removal:** Remove trees to ground level. STTS will not excavate stumps in Project 2 because the RFP expressly prohibits stump excavation in the work area.
- **Railroad work limits:** Maintain operations within the authorized 25-to-50-foot work zone on the north side of the track centerline and keep all removal activity outside the designated no-work zone.
- **Debris removal:** Remove and lawfully dispose of trees, brush, limbs, cuttings, root balls, and associated debris generated by authorized work.

### Mobilization & Production

STTS is prepared to mobilize promptly following notice to proceed and completion of required access/coordination steps. Multiple field crews and company-owned equipment can be deployed according to project conditions, allowing work areas to progress efficiently while maintaining direct supervision and quality control.



## 7. INDUSTRY & SERVICE ENVIRONMENT AWARENESS

STTS understands that these projects involve more than general vegetation clearing. Project 1 requires tree and brush removal within a sensitive creek and drainage corridor where root-ball decisions, erosion control, drainage protection, limited access, and debris handling directly affect project quality. Project 2 adds railroad right-of-way restrictions, defined work/no-work zones, access approval, railroad coordination, and additional safety controls.

- **Hazard reduction:** Dead, leaning, unstable, and structurally compromised trees are addressed as public-safety and property risks, not merely as vegetation.
- **Root-ball and erosion awareness:** Project 1 requires judgment between retaining root balls for soil stability and removing fully exposed root balls that provide no creek benefit.
- **Drainage and infrastructure protection:** Equipment access and removal methods will be planned around utilities, culverts, stormwater features, roadways, adjacent parcels, and other identified infrastructure.
- **Railroad operating environment:** Project 2 requires strict observance of Union Pacific access, insurance, flagging, notification, staging, and no-work-zone requirements.
- **Debris logistics:** Production planning includes cutting, processing, loading, hauling, lawful disposal, and final cleanup rather than treating removal as complete when a tree reaches the ground.
- **Schedule control:** Each project has an independent notice to proceed and a 45-day completion requirement, requiring resource planning that can support either separate or concurrent awards.

**STTS's experience in municipal tree abatement, institutional vegetation management, utility right-of-way work, commercial clearing, and storm recovery provides relevant operating experience for these conditions.**



## 8. QUALITY ASSURANCE & QUALITY CONTROL PROGRAM

STTS will apply a documented quality-control process from pre-work review through final closeout. Quality is evaluated not only by removal production, but also by whether the correct trees and brush were addressed, work remained within authorized limits, root-ball requirements were followed, infrastructure was protected, debris was removed, and the site was left in a safe and acceptable condition.

### 1. Pre-Work Quality Review

- Confirm project, authorized work limits, notice to proceed, access conditions, and site-specific restrictions.
- Identify dead, leaning, unstable, invasive, and non-significant trees/brush within the applicable scope.
- Review root-ball condition and erosion considerations before Project 1 removals.
- Assign qualified personnel and appropriate company-owned equipment.

### 2. Field-Level Quality Control

- Qualified supervision remains responsible for the active crew and work area.
- Verify the correct vegetation is being removed and work remains within designated limits.
- Protect utilities, drainage features, adjacent property, roadways, and remaining vegetation.
- Monitor debris processing, hauling, site cleanliness, and safe equipment operation.

### 3. Arboricultural & Root-Ball Oversight

- Use arboricultural assessment support when hazardous condition, stability, or removal decisions require technical judgment.
- For Project 1, retain root balls where they support erosion control and remove fully exposed root balls only when permitted by the City's scope.
- For Project 2, remove trees to ground level without stump excavation.

### 4. Completion & Closeout Review

- Verify authorized removal work is complete.
- Confirm debris and permitted removed root balls are hauled and lawfully disposed of.
- Verify the work area is clean and free of unresolved hazards.
- Document and communicate field conditions requiring City direction or follow-up.

### 5. Corrective Action

If a deficiency is identified, STTS will document the issue, determine the corrective action, complete the correction, and verify the work before closeout. When City direction is required, the Project Manager will coordinate with the appropriate City representative before proceeding.



## **9. STTS CONTRACT OPERATING SYSTEM**

### **1. NOTICE TO PROCEED / WORK AUTHORIZATION**

Project management confirms the applicable project, work limits, access requirements, schedule, and City direction.

### **2. SITE & HAZARD REVIEW**

Field leadership reviews dead trees, leaning/unstable trees, brush density, root-ball conditions, infrastructure, access, and project-specific restrictions.

### **3. CREW & EQUIPMENT ASSIGNMENT**

Operations assigns the appropriate crew, supervision, arboricultural support, hauling capacity, and company-owned equipment.

### **4. SAFETY & SITE CONTROL**

Crew establishes work-zone controls and protects workers, the public, infrastructure, drainage features, adjacent property, and railroad boundaries where applicable.

### **5. TREE / BRUSH REMOVAL**

Authorized trees and brush are removed using methods appropriate to site conditions and the City's scope.

### **6. ROOT-BALL / STUMP REQUIREMENT CHECK**

Project 1 root balls are retained or removed according to erosion-control requirements; Project 2 trees are removed to ground level without stump excavation.

### **7. DEBRIS PROCESSING & HAULING**

Trees, brush, limbs, cuttings, and permitted root-ball debris are processed, loaded, hauled, and lawfully disposed of.

### **8. QUALITY REVIEW & CLOSEOUT**

Field supervision and project management verify scope completion, cleanup, documentation, and resolution of deficiencies.



## 10. VALUE-ADDED SERVICES

South Texas Tree Service maintains direct leadership involvement on projects, with executive management, the General Manager, and the Project Manager engaged in oversight, communication, resource planning, and quality control. This hands-on structure supports proactive issue resolution and direct accountability throughout project performance.

STTS's self-performing model and company-owned equipment provide the City with direct access to the contractor responsible for the work rather than a layered subcontracting structure. This can reduce coordination delays and allows personnel, equipment, hauling, and field priorities to be adjusted quickly as site conditions change.

The company's experience removing dead and hazardous trees, clearing storm-damaged corridors, performing municipal tree abatement, and operating around utility and public infrastructure is directly relevant to the risk-focused nature of the Schertz scope.

Clear and responsive communication will be maintained throughout each project. STTS will coordinate with City representatives regarding access, scheduling, field conditions, work limits, production progress, and conditions requiring clarification or approval.

### Contract Capacity & Continuity

- Company-owned equipment for direct deployment and maintenance control
- Multiple field crews capable of simultaneous work when conditions and approvals allow
- Dedicated project-management and equipment-management functions
- ISA-Certified Arborist support for tree-risk and technical arboricultural considerations
- Direct hauling and debris-processing capability
- Ability to support independent notices to proceed for Project 1 and Project 2

# **Project 1**

## **Cibolo Creek Tree Removal**

### **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, TX is seeking qualified proposers to provide tree and brush removal services within the Cibolo Creek area near Aviation Boulevard in Schertz, TX. The purpose of this project is to remove hazardous, invasive, and non-significant trees and brush that pose risks to public safety, property, and the ecological stability of the creek corridor. The selected contractor shall perform all work in accordance with the specifications, quantities, and site limits set forth in this solicitation and the accompanying project exhibit.

The designated work area is depicted in the project location exhibit titled "Cibolo Creek Tree Removal Project," which illustrates the approximate work limits outlined in red. Proposers shall review this exhibit in detail, as it defines the physical boundaries and surrounding context of the project, including adjacent roadways, parcel boundaries, and drainage and stormwater infrastructure.

This work needs to be completed within 45 days of the notice to proceed which will be provided by the City. Each project will independently issue a notice to proceed based on the timeline for the projects. If both projects are awarded to a single vendor there will still be two separate notices to proceed issued, and no work is to begin until the notice to proceed is provided. The City will facilitate right-of-way entry from TxDOT for access under FM 78 in the state right-of-way.

#### **Scope of Work**

##### **1. Leaning and Unstable Trees**

Remove all trees exhibiting a forty-five (45) degree or greater lean and/or any trees with a compromised or unstable root-ball that presents a risk of failure.

##### **2. Invasive and Nuisance Species**

Remove invasive and nuisance tree and brush species within the work area, including but not limited to Chinaberry and Ligustrum.

##### **3. Non-Significant Trees**

Remove trees with trunk diameters measuring less than eight (8) inches at four and one-half (4.5) feet above ground level, as these are not considered significant trees for the purposes of this project.

#### **4. Dead Trees.**

Remove dead trees that are deemed to pose any risk or potential to fall and impact people or property within or adjacent to the work area.

#### **5. Root-Ball Retention and Erosion Control**

Retain the root balls of removed trees where it is possible to minimize soil destabilization that may contribute to erosion within the creek corridor. Where a root ball has been completely pulled up and exposed and provides no benefit to the creek, it may be removed.

#### **6. Debris Removal and Site Cleanup**

The contractor shall be responsible for the proper handling, hauling, and lawful disposal of all removed trees, brushes, limbs, cuttings, root balls, and associated debris generated by the work. The work area shall be left clean and free of debris upon completion, with all removal performed in a manner that minimizes disturbance to the surrounding creek environment and remaining vegetation.

### **Work Locations and Limits**

The project is located within the Cibolo Creek corridor near Aviation Boulevard, with a portion of access occurring beneath FM 78 within the state right-of-way. The City of Schertz, TX will facilitate right-of-way entry for access under FM 78 in the state right-of-way.

All work shall be confined to the approximate work limits identified in red on the project location exhibit unless otherwise authorized in writing by the City of Schertz, TX.

The contractor is solely responsible for performing work only within the designated limits. Any work performed outside of the authorized boundaries without prior written approval shall be corrected and/or restored at the contractor's sole expense.

Proposers are strongly encouraged to visit and inspect the site prior to submitting a proposal to verify existing site conditions, access constraints, terrain, vegetation density, and any factors that may affect the performance of the work..

### **Site Protection and Coordination Requirements**

Protect all existing utilities, drainage features, stormwater infrastructure, culverts, manholes, inlets, gravity mains, storm casings, open drains, discharge points, and detention areas identified on the project exhibit or discovered during the work.

Protect adjacent parcels, roadways, structures, and properties from damage resulting from removal operations, equipment access, or debris.

Prevent and control erosion and sedimentation within the Cibolo Creek corridor throughout

the performance of the work, consistent with the erosion mitigation with the intent of the root-ball retention requirements.

Coordinate all work activities, access, and scheduling with the City of Schertz, TX Public Works Department as needed prior to and during performance of the work.

Repair or restore, at the contractor's sole expense, any utilities, infrastructure, roadways, drainage features, or adjacent property damaged because of the contractor's operations.

### **Contractor Responsibilities**

Furnish all supervision, labor, equipment, and materials necessary to complete the work in a safe and workmanlike manner.

Comply with all applicable safety requirements and maintain safe conditions for workers, the public, and adjacent property throughout the project.

Provide qualified personnel experienced in tree and brush removal operations, including work within sensitive creek and drainage corridors.

Verify site conditions and access constraints in advance and plan operations to accommodate the limited access beneath FM 78 within the state right-of-way and other identified access limitations.

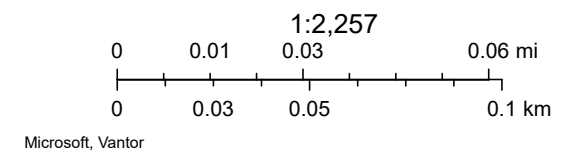
Perform all work strictly within the designated work limits and in accordance with the requirements of this solicitation and the project location exhibit.

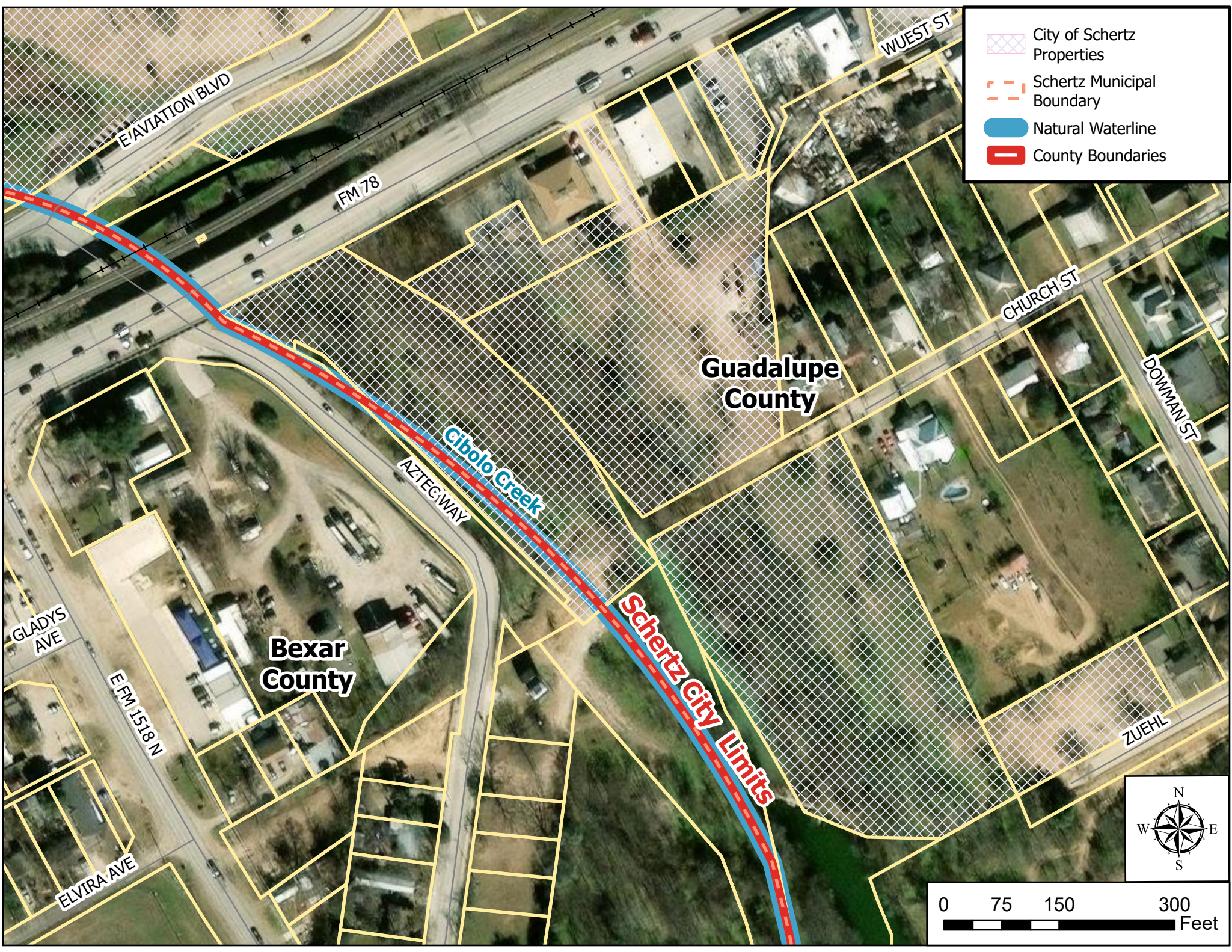
# Cibolo Creek Tree Removal Project



7/31/2026, 11:04:03 AM

|                       |                |                  |                |                        |              |                   |
|-----------------------|----------------|------------------|----------------|------------------------|--------------|-------------------|
| Storm Detention Areas | Storm Culverts | Storm Structures | Reducer        | Storm Discharge Points | Storm Inlets | Combination Inlet |
| Storm Casings         | Concrete       | Storm Fittings   | Tee            | Standard Outlet        | Curb Inlet   | Recessed Inlet    |
| Storm Open Drains     | Metal          | Bend             | Other          | Outfall                | Catchbasin   | Sawtooth Curb     |
| Storm Gravity Mains   | Synthetic      | Cap              | Storm Manholes | Overflow               | Sidewalk Box | Other             |
|                       | Other          | Expansion Joint  |                | Other                  | Street Inlet | Parcel Polygons   |





- City of Schertz Properties
- Schertz Municipal Boundary
- Natural Waterline
- County Boundaries

Guadalupe County

Bexar County

Gibola Creek

Schertz City Limits

E AVIATION BLVD

FM 78

WUEST ST

CHURCH ST

DOWMAN ST

ZUEHL

GLADYS AVE

E FM 1518 N

ELVIRA AVE

AZTECWAY



# **Project 2**

## **UPRR Corridor Mile Post 191.5-193.2 Tree Removal**

### 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, TX is seeking proposals from qualified and experienced contractors to provide tree and brush removal services along the Union Pacific Railroad corridor (Glidden Subdivision) between Mile Post 191.5 and Mile Post 193.2, adjacent to FM78. The work area is generally located between Cibolo Creek and Dietz Creek along FM78. The purpose of this project is to remove trees and brush within the designated railroad right-of-way to facilitate ongoing maintenance and mowing operations and to reduce vegetation-related hazards along the corridor.

Exhibits depicting the project area, including geographic information system maps for Mile Post 191.5 to 192.5 and Mile Post 192.5 to 193.2, are attached to this solicitation for bidder reference and site orientation. Proposers are encouraged to review these exhibits carefully to understand the project limits, parcel boundaries, and designated work and no-work zones.

Each project will independently issue a notice to proceed based on the timeline for the projects. If both projects are awarded to a single vendor there will still be two separate notices to proceed issued, and no work is to begin until the notice to proceed is provided. The City will facilitate right-of-way entry from TxDOT for access under FM 78 in the state right-of-way.

#### **Scope of Work**

##### **1. Leaning and Unstable Trees**

Remove all trees exhibiting a forty-five (45) degree or greater lean and/or any trees with a compromised or unstable root-ball that presents a risk of failure.

##### **2. Remove to ground level**

Remove all trees to ground level, no excavation of stumps in the work areas permitted.

##### **3. Debris Removal and Site Cleanup**

The contractor shall be responsible for the proper handling, hauling, and lawful disposal of all removed trees, brushes, limbs, cuttings, root balls, and associated debris generated by the work. The work area shall be left clean and free of debris upon completion, with all removal performed in a manner that minimizes disturbance to the surrounding creek environment and remaining vegetation.

## **Work Locations and Limits**

The removal area extends from twenty-five (25) feet from the centerline of the tracks to fifty (50) feet from the centerline of the tracks along the north side of the Union Pacific Railroad right-of-way.

The area between the track centerline and twenty-five (25) feet northwest of the track centerline is designated as a NO WORK zone. No removal activities shall be performed within this exclusion zone.

The contractor shall confine all work, equipment, and staging to the boundaries identified in the attached exhibits and shall comply with all Union Pacific Railroad access and property use requirements.

## **Site Protection and Coordination Requirements**

Protect all existing utilities, drainage features, stormwater infrastructure, culverts, manholes, inlets, gravity mains, storm casings, open drains, discharge points, and detention areas identified on the project exhibit or discovered during the work.

Protect adjacent parcels, roadways, structures, and properties from damage resulting from removal operations, equipment access, or debris.

Coordinate all work activities, access, and scheduling with the City of Schertz, TX Public Works Department as needed prior to and during performance of the work.

Repair or restore, at the contractor's sole expense, any utilities, infrastructure, roadways, drainage features, or adjacent property damaged because of the contractor's operations.

## **Contractor Responsibilities**

Furnish all supervision, labor, equipment, and materials necessary to complete the work in a safe and workmanlike manner.

Comply with all applicable safety requirements and full compliance with applicable federal, state, and local regulations, as well as all Union Pacific Railroad Requirements

Provide qualified personnel experienced in tree and brush removal operations, including work within sensitive creek and drainage corridors.

Perform all work strictly within the designated work limits and in accordance with the requirements of this solicitation and the project location exhibit.

## **Right of Entry and Railroad Coordination**

Because the work occurs within the Union Pacific Railroad right-of-way, the project is subject to a Right of Entry (ROE) process facilitated by the City of Schertz, TX. The awarded contractor must satisfy all railroad requirements prior to beginning any work.

1. The City of Schertz, TX will facilitate the Right of Entry request with Union Pacific Railroad; however, the awarded contractor is responsible for meeting all insurance and registration requirements imposed by Union Pacific Railroad.
2. The awarded contractor shall provide all required insurance documentation and any registration requirements to the City of Schertz, TX for inclusion with the Right of Entry application within seven (7) days of all parties signing the City of Schertz, TX contract.
3. The awarded contractor shall execute and return the required Contractor's Endorsement in connection with the Right of Entry Agreement.
4. The awarded contractor shall obtain and maintain Railroad Protective Liability Insurance referencing the applicable project number, naming Union Pacific Railroad as an additional insured, in accordance with railroad requirements.
5. There is a fee associated with contractor registration with Union Pacific Railroad, which may be passed through to the City of Schertz, TX as a pass-through cost.
6. The Right of Entry application cannot be submitted until the contractor is under contract, and there may be a waiting period during the approval process. Work may not begin until approval to proceed is granted.

## **Railroad Safety and Operational Requirements**

The awarded contractor shall comply with all Union Pacific Railroad safety, notification, and operational requirements, including but not limited to the following:

1. Provide a minimum of ten (10) day advance notice prior to commencement of work to allow for coordination of flagging services.
2. Provide a minimum twenty-four (24) hour notice for any work to be performed within twenty-five (25) feet of the tracks. Flagging, where required, shall be arranged at the contractor's expense.
3. Keep all equipment a minimum of fifty (50) feet from the track centerline when not in use.
4. No overnight storage of equipment or materials is permitted within the railroad right-of-way.

5. Verify the presence of any underground fiber optic cable systems and comply with all applicable cable protection and notification requirements prior to conducting any ground-disturbing activity.
6. Coordinate all work with the designated Railroad Representative and yield to and always avoid interference with all railroad operations.
7. Observe and comply with all additional Union Pacific Railroad access, use, permitting, and safety requirements applicable to the project.

#### Schedule and Contract Duration

1. The contract term shall be a maximum of forty-five (45) days.
2. The start of work shall be the date on which approval to begin work is granted by Union Pacific Railroad.
3. The awarded contractor shall provide the required insurance and registration documentation to the City of Schertz, TX within seven (7) days of contract execution to support timely submission of the Right of Entry application.
4. All work shall be completed within the Right of Entry term and in accordance with the maximum contract duration established herein.

# RR Tree Removal Project - MP191.5 to 192.5



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 Parcel Polygons

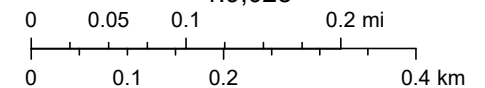


Centerline of Tracks to 25' Northwest (NO WORK)



25' Northwest of Tracks to edge of UPRR ROW -  
Remove Trees to ground level to facilitate mowing  
operations per Maintenance Agreement

1:9,028



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

# RR Tree Removal Project - MP192.5 to 193.2



7/17/2026, 2:15:35 PM

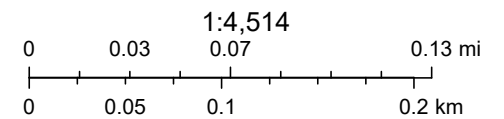
Parcel Polygons



Centerline of Tracks to 25' Northwest (NO WORK)



25' Northwest of Tracks to edge of UPRR ROW -  
Remove Trees to ground level to facilitate mowing  
operations per Maintenance Agreement



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



July 21, 2026  
Project: 0811257

CITY OF SCHERTZ

CITY OF SCHERTZ:

Attached is an original of a Right of Entry agreement covering your use of the Railroad Company's right of way. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please return the executed agreement via email. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Also attached is a Contractor's Endorsement which must be executed and returned by each of your Contractors.

Payment in the amount of Two Thousand Dollars **(\$2,000.00)** is due and payable upon your execution of the agreement. Please follow the accompanying payment instructions. Send your payment **with Project No. 0811257 referenced**.

If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 946001323 is the Railroad Company's Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make RPLI available to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

This agreement will not be accepted by the Railroad Company until you have returned all of the following:

1. Executed counterparts of Right of Entry Agreement [*including the Contractor's Endorsement(s)*];
2. Payment in the amount of Two Thousand Dollars **(\$2,000.00)** with the Project Number **0811257** referenced;
3. Railroad Protective Liability Insurance (RPLI) certificate listing project number **0811257**. Only one RPLI certificate is required for this project.

If you have any questions, please contact me at [klbristo@up.com](mailto:klbristo@up.com).

Sincerely,

Kerin L Bristow  
Mgr II Real Estate

## CONTRACTOR'S ENDORSEMENT

Project No. 0811257

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor must fill in its legal company name and mailing address:

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(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor(s) will execute and return this Contractor's Endorsement, and will comply with the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Kerin L Bristow - Project No. 0811257, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

**(Please print Name)**

X \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of July 21, 2026, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF SCHERTZ**, Texas Municipal Corporation, to be addressed at 1400 Schertz Parkway, Schertz, TX 78154 (hereinafter the "Licensee").

### IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### **Article 1. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **Article 2. RIGHT GRANTED; PURPOSE.**

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property between Mile Post 191.5 and 193.2, Glidden Subdivision, at or near Schertz, Texas, for the purpose of vegetation and tree removal. This does not allow overnight storage of equipment, materials, or machinery. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### **Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

#### **Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

<http://www.up.com/flagging>

**Seth A. Hallberg**  
MGR I SIGNAL MNTCE  
Email: [sahallbe@up.com](mailto:sahallbe@up.com)  
Cell Phone: 909/561-4040

#### **Article 5. TERM; TERMINATION.**

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until November 21, 2026 unless sooner terminated as herein provided, or at

such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article 6. CERTIFICATE OF INSURANCE.**

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Kerin L Bristow - Project No. 0811257), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

**Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

**Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article 9. LICENSE FEE.**

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of Two Thousand Dollars (\$2,000.00) to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

*Federal Taxpayer I.D. #946001323*

**CITY OF SCHERTZ**

By: \_\_\_\_\_

Erica J Lewis  
Mgr II Real Estate

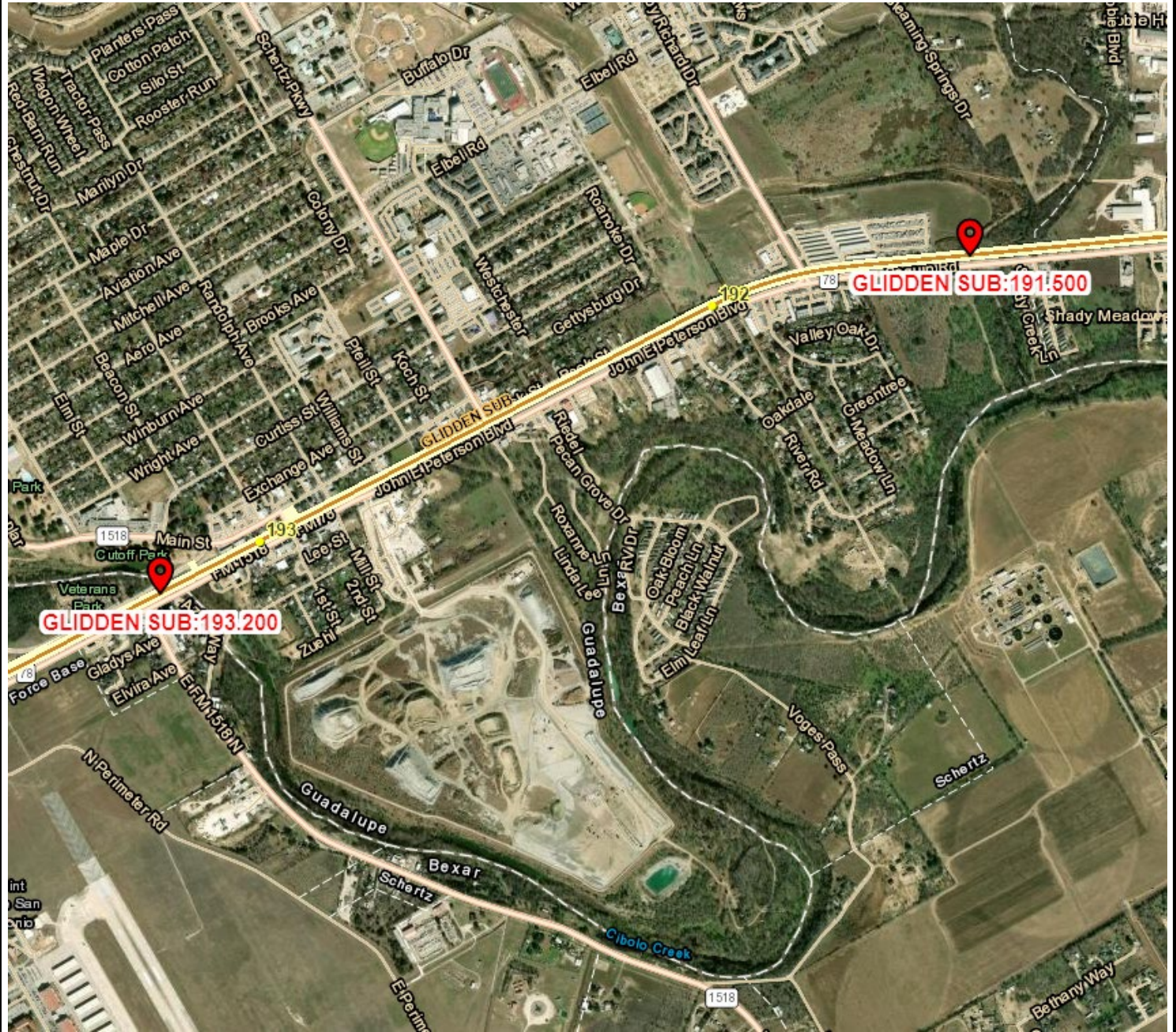
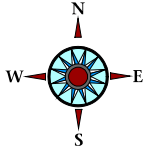
By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)*

## EXHIBIT "A"



**NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.**

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

Schertz, Comal County, Texas

**Glidden Subdivision – 191.5 to 193.2**

License to CITY OF SCHERTZ

REAL ESTATE DEPARTMENT

OMAHA, NE

Date: July 21, 2026

Project: 0811257

## SECTION 6

**EXECUTION OF OFFER**

**Proposal of:** South Texas Tree Service LLC  
(Proposer Company Name)

**To:** The City of Schertz

**RFP Title:** Tree and Brush Removal Services

**RFP#:** 2026-010

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 RFP, specifically, Addenda numbered 1.

Executed this 2 day of October, 2026.

McKenna Guajardo  
Entity Name

McKenna Guajardo  
Signature

1229 County Rd 317  
Street & Mailing Address

McKenna Guajardo  
Print Name of Signatory

La Vernia, TX 78121  
City, State, and Zip

Chief Executive Officer  
Title of Signatory

210-716-8960  
Telephone Number

Fax Number

kenna@southtexasreeservice.net  
Email Address

210-716-8960  
Mobile Number



July 21, 2026  
Project: 0811257

CITY OF SCHERTZ

CITY OF SCHERTZ:

Attached is an original of a Right of Entry agreement covering your use of the Railroad Company's right of way. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please return the executed agreement via email. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Also attached is a Contractor's Endorsement which must be executed and returned by each of your Contractors.

Payment in the amount of Two Thousand Dollars **(\$2,000.00)** is due and payable upon your execution of the agreement. Please follow the accompanying payment instructions. Send your payment **with Project No. 0811257 referenced**.

If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 946001323 is the Railroad Company's Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make RPLI available to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

This agreement will not be accepted by the Railroad Company until you have returned all of the following:

1. Executed counterparts of Right of Entry Agreement [*including the Contractor's Endorsement(s)*];
2. Payment in the amount of Two ThousandDollars **(\$2,000.00)** with the Project Number **0811257** referenced;
3. Railroad Protective Liability Insurance (RPLI) certificate listing project number **0811257**. Only one RPLI certificate is required for this project.

If you have any questions, please contact me at [klbristo@up.com](mailto:klbristo@up.com).

Sincerely,

Kerin L Bristow  
Mgr II Real Estate

## CONTRACTOR'S ENDORSEMENT

Project No. 0811257

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor must fill in its legal company name and mailing address:

South Texas Tree Service LLC

1229 County Rd 317 La Vernia, TX 78121

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor(s) will execute and return this Contractor's Endorsement, and will comply with the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Kerin L Bristow - Project No. 0811257, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

McKenna Guajardo

(Please print Name)

X McKenna Guajardo

Printed Name: McKenna Guajardo

Title: Chief Executive Officer

Phone: 210-716-8960

Email: \_\_\_\_\_

## RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of July 21, 2026, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF SCHERTZ**, Texas Municipal Corporation, to be addressed at 1400 Schertz Parkway, Schertz, TX 78154 (hereinafter the "Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article 2. RIGHT GRANTED; PURPOSE.**

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property between Mile Post 191.5 and 193.2, Glidden Subdivision, at or near Schertz, Texas, for the purpose of vegetation and tree removal. This does not allow overnight storage of equipment, materials, or machinery. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

**Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;  
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

<http://www.up.com/flagging>

**Seth A. Hallberg**  
MGR I SIGNAL MNTCE  
Email: [sahallbe@up.com](mailto:sahallbe@up.com)  
Cell Phone: 909/561-4040

**Article 5. TERM; TERMINATION.**

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until November 21, 2026 unless sooner terminated as herein provided, or at

such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article 6. CERTIFICATE OF INSURANCE.**

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Kerin L Bristow - Project No. 0811257), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

**Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

**Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article 9. LICENSE FEE.**

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of Two Thousand Dollars (\$2,000.00) to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

*Federal Taxpayer I.D. #946001323*

**CITY OF SCHERTZ**

By: \_\_\_\_\_

Erica J Lewis  
Mgr II Real Estate

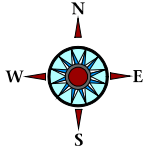
By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)*

## EXHIBIT "A"



**NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.**

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

Schertz, Comal County, Texas

**Glidden Subdivision – 191.5 to 193.2**

License to CITY OF SCHERTZ

REAL ESTATE DEPARTMENT

OMAHA, NE

Date: July 21, 2026

Project: 0811257

## **EXHIBIT B**

### **Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.**

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

### **Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.**

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

### **Section 4 - PERMITS.**

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

### **Section 5 - MECHANIC'S LIENS.**

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

## **Section 6 - FIBER OPTIC CABLE SYSTEMS.**

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

## **Section 7 - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

## **Section 8 - SAFETY INSTRUCTIONS.**

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

A. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

B. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as

specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

C. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

#### **Section 9 - INDEMNITY.**

A. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

B. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

#### **Section 10 - RESTORATION OF PROPERTY.**

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

**Section 11 - WAIVER OF BREACH.**

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

**Section 12 - ASSIGNMENT – SUBCONTRACTING.**

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

## **EXHIBIT C**

### **Union Pacific Railroad Contract Insurance Requirements Right of Entry Agreement**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Railroad Protective Liability insurance.** Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any “hazardous” material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **Other Requirements**

**G.** All policy(ies) required above (except business automobile, worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

**I.** Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

**J.** Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**L.** The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**CITY OF SCHERTZ, TEXAS**

**ADDENDUM NO. 1**

**PROJECT NAME: Tree & Brush Removal Services**

**PROJECT NUMBER # 2026-010      ISSUE DATE: September 28, 2026**

**TO: Prospective Respondents**

Be advised that this Addendum No 1 affects the following changes in the Procurement Documents:

**Due to a planned server wide update being conducted by Euna Bonfire, our e-procurement portal is expected to be off-line 1 October 2026. This RFP deadline was scheduled for 3:00pm on 1 October 2026, followed by the bid opening at that time.**

**To avoid vendors having any issues uploading their proposals, or for the City to be able to conduct the bid opening, the deadline for submissions and bid opening is being changed to Friday, 2 October 2026, at 3:00pm.**

**Be advised, the City cannot warrant against submission issues with our e-procurement portal. We advise all respondents to submit their proposals earlier in the day to ensure if there is any technical issues with submitting you have time to notify us to either be walked through the submission process, or to have us manually assist with uploading your submission. Any submissions not received by 3:00pm on 2 October 2026 will not be considered for evaluation.**

The Project is hereby modified as set forth in this Addendum. The original Project Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Project. Respondent shall take this Addendum into consideration when preparing and submitting its submission.

**Acknowledgement by Bidder**

Each bidder is requested to acknowledge receipt of this Addendum No.1 by his/her signature affixed hereto and to file it with and attached to his/her bid.

The undersigned acknowledges receipt of this Addendum No.1, and that the bid submitted herewith is in accordance with the information and stipulations set forth.

10/2/2026

Date

McKenna Guajardo  
Signature of Bidder

McKenna Guajardo  
Typed or Printed Name

**END OF ADDENDUM NO. 1**

## **Exhibit “C”**

### **EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2026

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).

|                                                                                                       |  |                                                                                                                                                                        |  |
|-------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Rizo Insurance Group LLC<br><br>1380 Pantheon Way Ste 200<br>San Antonio, TX 78232 |  | <b>CONTACT NAME:</b> Fernie Rizo<br><b>PHONE (A/C, No, Ext):</b> 210.610.RIZO<br><b>E-MAIL ADDRESS:</b> fernie@rizoismyagent.com<br><b>FAX (A/C, No):</b> 833.GET.RIZO |  |
|                                                                                                       |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                   |  |
|                                                                                                       |  | <b>INSURER A:</b> National Specialty Insurance Company                                                                                                                 |  |
|                                                                                                       |  | <b>INSURER B:</b> Infinity County Mutual Insurance Company                                                                                                             |  |
|                                                                                                       |  | <b>INSURER C:</b> Texas Mutual Insurance Company                                                                                                                       |  |
|                                                                                                       |  | <b>INSURER D:</b>                                                                                                                                                      |  |
|                                                                                                       |  | <b>INSURER E:</b>                                                                                                                                                      |  |
|                                                                                                       |  | <b>INSURER F:</b>                                                                                                                                                      |  |

**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.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                    | ADDL INSR                                                                          | SUBR WVD                            | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/>                                                | <input checked="" type="checkbox"/> | IBL-FKEDRDSNZC | 04/29/2026              | 04/29/2027              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                              | <input checked="" type="checkbox"/>                                                | <input checked="" type="checkbox"/> | 50010059801    | 04/19/2026              | 10/19/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                           | <input type="checkbox"/>                                                           | <input type="checkbox"/>            |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         | <input checked="" type="checkbox"/> Y/N<br><input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> | 0002152191     | 08/30/2026              | 08/30/2027              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000.00<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00                      |

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

2001 FORD F550 SUPER DUTY - VIN: 1FDAF56F01EC32562  
1997 FORD F SUPER DUTY - VIN: 3FELF47F9VMA71853

**CERTIFICATE HOLDER****CANCELLATION**

The City of Wichita Falls  
1300 7th Street

Wichita Falls

TX 76307

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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