

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Generator Preventive Maintenance & Repairs

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Evolve Power Generation** (the “Company”), with an office at **10555 Cossey Road, Houston, Texas 77070**, City hereby engages the services of Company as an independent contractor for **generator maintenance and repairs**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **May 1, 2026 through April 30, 2027, with three (3) additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$105,000**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

10555 Cossey Road
Houston, TX 77070

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City’s behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 24th day of March, 2026.

Evolve Holdings, Inc.

Company

Hunter Hood

Signature

Hunter H. Hood

Print Name

Operations Manager

Title

AGREED to and ACCPETED this 24th day of March, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

City of Tomball Quotes for Generator Preventative Maintenance and Repairs

It is the intention of the City of Tomball to obtain professional Generator Maintenance and Repair Services for Fifteen (15) City owned electric generators. The City of Tomball will have the right and option to terminate any Contract upon thirty (30) days written notice.

The services to be furnished in this agreement will be for quarterly and/or semi-annual preventative/ scheduled maintenance and emergency services, as required to provide proper operation of the generators.

- **Current Generators (15)**

Unit Name – Location	Address	kW	Make	Model
City Hall/Police Dept.	401 Market St	100	Onan	100DGDB
Fire Station #1	1200 Rudel	125	TBD	TBD
Fire Station #2	11725 Holderrieth	125	Kohler	Kohler
Fire Station #5	19900 Telge	200	Cummins	200GFPC
Ingersol-Rand Trailer	501 James St	60	Ingersol-Rand	G60/2008
Kohler Trailer	501 James St	200	Kohler	200REOZT
South WWTP	12411 Holderrieth	800	Catepillar	3412
North WWTP	615 E Hufsmith	500	MTU	10V.1600 DS500
Water Well 5 & 6	15902 FM 2920	725	Cummins	725GFLC
Service Center – PW	501 James St	150	Cummins	DSGAC-1337003
Pine St Well	802 S Pine	600	MTU	DS00600D6SRAH148
Public Works - Admin	501 James St	100	Onan	100DGDB
Grand parkway Gas Gate	13502 ½ Rocky Road	60	Cummins	C60 N6
(2) Tower Generators	401 Fannin	7.5	Onan	TBA

- **The Contractor must meet the following requirements:**
 - 1.) The Contractor must be subject to 24 hour on call notice 365 days per year and must provide the City with normal, weekend and emergency telephone numbers.
 - 2.) All maintenance and repairs shall be completed during normal working hours (8am – 5p) except for emergencies; pricing per hour for repairs must be provided.
 - a. Regular hourly repairs (8:00am to 5:00 pm)

- b. Overtime hourly rate for repairs (5:01 pm to 7:59 am, weekdays, and all day Saturday and Sunday)
 - c. Holiday hourly rate for repairs (all City observed Holidays)
- 3.) If during the preventative/ scheduled maintenance services, the Contractor determines the need for repair or replacement of parts, the scope of which extends beyond the assigned preventative maintenance tasks, the Contractor shall promptly notify the Project Coordinator, or appointed designee, and shall not proceed until approved.
- 4.) The Contractor shall maintain service records for all work completed for each generator. The City of Tomball reserves the right to review the reports with 24 hours notice.
- 5.) The Contractor shall provide the City with a report at the end of each inspection, repair or test that shall include the location, manufacturer, model and serial number. This report should contain detailed information of evaluation, repair, test and/or maintenance completed, including start and end times. These reports may be delivered electronically.
- 6.) Semi-Annual Preventative Maintenance will be required for the following generator(s):
 - a. Ingersol-Rand Trailer
 - b. Kohler Trailer
 - c. Service Center – PW
 - d. South WWTP
 - e. North WWTP
 - f. Pine Street Water Well
 - g. Water Well 5 & 6
- 7.) Quarterly Preventative Maintenance will be required for the following generator(s):
 - a. City Hall/ Police Department
 - b. Fire Station #1
 - c. Fire Station #2
 - d. Fire Station #4
 - e. Fire Station #5
 - f. Public Works -Admin Building
 - g. Grand Parkway Gas Gate
- 8.) Preventative Maintenance will be required based on usage for the following generator(s):
 - a. Two (2) Tower Generators (Police Department)
- 9.) Preventative Maintenance (quarterly and semi-annual) should consist but not be limited to the following:
 - a. Replace oil, air, water, and fuel filters with new filters, if needed
 - b. Check and tighten all electrical connections or generators
 - c. Check and clean battery connections, check and record batter charge rates
 - d. Start and load generator, while running check and record coolant temperature
 - e. Check function of day tank pump
 - f. Check voltage and hertz, adjust if needed
 - g. Check for exhaust leaks
 - h. Check fuel level
 - i. Check all fluid levels

- j. Check for fluid leaks
 - k. Check and tighten all belts, replace if necessary
 - l. Provide report listing conditions of all systems
 - m. Tighten all electrical connections in transfer switches. This work may need to be completed during non-business hours, at no additional charge to the City of Tomball.
 - n. Provide one (1) External Load Bank Test to load generator to 100% of rated load for a period of two (2) hours. Provide complete report with recommendations upon Test Completion.
 - o. Testing of the generator transfer switch to be completed bi-annually on each generator.
- 10.) Requested maintenance shall be scheduled outside of the Preventative Maintenance Schedule by the City of Tomball and shall consist of the following:
- a. Start and run generator unloaded
 - b. Check voltage and frequency, adjust if necessary
 - c. Check all fluid levels
 - d. Check for fluid leaks
 - e. Check and adjust all belts, if necessary
 - f. Oil changes based on run times/ month
 - g. Provide report listing conditions of all systems
- 11.) Optional Tests/Services at Customer's Request – to be billed in addition to the standard Preventative Maintenance Price at Pre-Determined Price per Service on a Time & Material basis.
- a. Replace battery(ies)
 - b. Replace air cleaner
 - c. Oil analysis
 - d. Fuel analysis (Diesel only)
 - e. Coolant flush and replacement
 - f. Coolant analysis
- 12.) Any repairs required outside the scope of Preventative Maintenance and Scheduled Maintenance will be billed at the regular hourly rate or overtime hourly rate.
- 13.) When preparing pricing for quotes, the Contractor should factor in the price of mileage and the employees time to get to each location. The quoted price for each generator, for scheduled maintenance and preventative maintenance, should be all inclusive.
- 14.) It will be the City of Tomball's discretion for the number of scheduled maintenance appointments chosen to schedule.
- 15.) The Contractor is responsible for contacting the appointed designee listed as soon as the contract is awarded to establish the schedule for Preventative Maintenance and any scheduled maintenance required for each generator.
- 16.) Contractor must submit a maintenance checklist for review.

Exhibit B

GENERATOR MAINTENANCE & REPAIR SERVICES							
BASE QUOTES MAINTENANCE							
ITEM	DESCRIPTION	Make/ Model	(kW)	Cost for Quarterly Preventive Maintenance (Each)	Cost for Semi - Annual Preventive Maintenance (Each)	ATS Semi Annual Transfer Test After Hours (EACH)	Cost for Scheduled Maintenance as requested
1	City Hall/ Police Dept. 401 Market St	Gillette SP-1500	150	\$405.00 (\$1,620)		\$498.12	\$350.00
2	Fire Station #1 1200 Rudel	mtu 10V0068 GS125	125	\$405.00 (\$1,620)		\$498.12	\$350.00
3	Fire Station #2 11725 Holderrieth	Gillette SP-1500	125	\$405.00 (\$1,620)		\$498.12	\$350.00
4	Fire Station #4 10333 Mahaffey Rd	Cummins C250N6	250	\$425.00 (\$1,700.00)		\$498.12	\$350.00
5	Fire Station #5 19900 Telge	Cummins 200GFPC	200	\$425.00 (\$1,700.00)		\$498.12	\$350.00
6	Ingersol-Rand Trailer 501 James St	Ingersol-Rand G60/ 2008	60		\$593.35 (\$1,186.70)		\$350.00
7	Kohler Trailer 501 James St	Kohler 200REOZT	200		\$667.50 (\$1,335.00)		\$350.00
8	Service Center PW 501 James St	Cummins DSGAC-1337003	150		\$649.68 (\$1,299.36)	\$498.12	\$350.00
9	South WWTP 12411 Holderrieth	Gillette SP-5000-3-4N2 (Nat. Gas)	500		\$847 (\$1,694)	\$498.12	\$350.00
10	South WWTP 12411 Holderrieth	Gillette SP-5000-3-4N2 (Nat. Gas)	500		\$847 (\$1,694)	\$498.12	\$350.00
11	North WWTP 615 E. Hufsmith	MTU 10V1600 DS500	500		\$811 (\$1,622)	\$498.12	\$350.00
12	Pine Street Well 802 S. Pine	MTU DS00600D6SRAH148	600		806.50 (\$1,613)	\$498.12	\$350.00
13	Water Wall 5 & 6 15902 FM 2920	Cummins 725GFLC	725		\$847 (\$1,694)	\$498.12	\$350.00
14	Public Works (Unit used to be at city hall)	Onan 100DGDB	100	\$405.00 (\$1,620)		\$498.12	\$350.00
15	13502 1/2 Rocky Road	Cummins C60 N6	60	\$350.00 (\$1,400.00)		\$498.12	\$350.00

REPAIRS OUTSIDE THE SCOPE OF MAINTENANCE				
ITEM	DESCRIPTION	Hourly Rate	Minimum Charge or Minimum Hours	Total
1	Hourly cost for repairs during normal business hours (8am-5pm), including all cost (trip charge, service call, etc)	\$125.00	N/A	\$125.00
2	Hourly cost for repairs after hours, weekends, and holidays, including all cost (trip charge, service call, etc)	\$175.00	\$350	\$175.00