

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Water & Wastewater On-Call Electrical/Mechanical Services

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, **McCarthy Building Companies, Inc** (the “Company”), with an office at **701 S. Persimmon, Bldg B, Ste 55, Tomball, TX 77375**, City hereby engages the services of Company as an independent contractor for **On-Call Electrical/Mechanical Services**, 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 18, 2026 through May 17, 2027 with Five (5) additional one year renewal options**. 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. In the event of termination for convenience, Company shall be entitled to payment only for Services satisfactorily performed and approved work in progress completed through the effective date of termination.***
- 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 **\$600,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. 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.

7.2. 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, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY.

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.

8. INSURANCE

8.1. 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.

8.2. 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 ~~olicies~~ **certificates of insurance** 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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:

701 S. Persimmon St, Bldg B, Ste 55,
Tomball, TX 77375

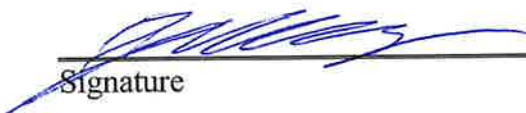
14. CONTRACT ADMINISTRATOR

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 ___ day of _____, 2026.

McCarthy Building Companies, Inc
Company


Signature

Jaren Murphy

Print Name

Senior Vice President

Title

AGREED to and ACCPETED this ___ day of _____, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The City of Tomball's Department of Public Works is issuing this Request for Proposals (RFP) to solicit proposals from qualified and licensed vendors to provide water and wastewater utility mechanical and electrical maintenance and repair services. The selected contractor shall provide all labor, materials, equipment, supervision, and other resources necessary to perform on-call electrical and mechanical maintenance and repair services for pumps, motors, and related equipment located at the City's water and wastewater facilities. The contractor must employ a Master Electrician licensed by the State of Texas for the duration of the contract. Services will be assigned on an as-needed, project-by-project basis. The City makes no guarantee regarding the amount or value of work that may be awarded under this contract. The City reserves the right to negotiate with the highest-ranked proposer(s) and to award a contract determined to provide the best value to the City.

II. Specifications

- a. Provide all materials, equipment, and labor necessary for electrical and mechanical repairs and services for water and wastewater treatment facilities as needed by the City. The successful proposer shall be expected to perform services on, but not limited to, the following types of equipment:
 - i. Blowers
 - ii. Vertical turbine motors
 - iii. Vertical turbine pumps
 - iv. Submersible water pumps
 - v. Bubbler systems
 - vi. VFD-controlled lift pumps
 - vii. Variable frequency drives
 - viii. Centrifugal pumps
 - ix. Commercial breakers
 - x. Controls
 - xi. Programmable logic controllers
 - xii. Digital signal converters
 - xiii. Transmitters
 - xiv. Transducers
 - xv. Sensors

b. A list of equipment brands currently in use by the City is below. Equipment brands may be subject to change without notice to the proposer. The city is not stating that the list is fully representative of every brand in use. Potential proposers should be familiar with these brands and with the manufacturer's specifications for troubleshooting, as well as conducting electrical and mechanical repairs to said equipment.

- i. U.S. Motor
- ii. Flygt
- iii. SEW Eurodrive
- iv. Baldor-Reliance
- v. Wemco
- vi. Gardner Denver
- vii. Toshiba
- viii. Morse
- ix. Siemens & Allis
- x. Armstrong
- xi. Floway
- xii. Fairbanks Morse
- xiii. Andritz
- xiv. Reliance Electric
- xv. Goulds
- xvi. Lincoln
- xvii. Emerson
- xviii. WEG
- xix. General Electric
- xx. Aurora
- xxi. Bermad
- xxii. Layne
- xxiii. Cummins
- xxiv. Motor Guardian
- xxv. Square D
- xxvi. Magnecraft
- xxvii. Honeywell
- xxviii. Phoenix Contact
- xxix. Ingersoll Rand
- xxx. Auma
- xxxi. Marktime

- xxxii. Furnas
- xxxiii. Eaton
- xxxiv. Castell
- xxxv. Weq
- xxxvi. Cramer
- xxxvii. Diversified Electronics
- xxxviii. Teco Westinghouse
- xxxix. Reliance
 - xl. Schneider
 - xli. LMI
 - xlii. ABB
 - xliii. Gorman Rupp
 - xliv. Godwin
 - xlv. Hycor
 - xlvi. Hoffman
 - xlvii. Headworks
 - xlviii. Others
- c. The following types of callouts are typical of what is to be expected under this Agreement. They include, but are not limited to:
 - i. Pump and motor troubleshooting and repairs
 - ii. Pump and motor replacement
 - iii. Blower motor troubleshooting and repairs
 - iv. Clarifier drive troubleshooting and repairs
 - v. Variable frequency drive (VFD) troubleshooting and repairs
 - vi. Electrical control panel troubleshooting and repairs
 - vii. Chlorine valve troubleshooting and repairs
 - viii. Air compressor unit troubleshooting and repairs
 - ix. Welder services
 - x. Crane services
 - xi. Meter calibrations
 - xii. Preventive maintenance services on all equipment listed
 - xiii. Verbatim Autodialers
 - xiv. Dosing pumps
 - xv. Crane hoists
 - xvi. Grinder pumps
 - xvii. Bar Screens

III. Delivery of Services

- a. The proposer must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays for the duration of the agreement.

- b. The City expects the Proposer to give “priority” service to any call for electrical and mechanical repairs for the City. Electrical and mechanical failure in some City facilities is a matter of public safety; therefore, reliable Emergency response capabilities are critical. A repair shall be deemed an emergency if the breakdown disrupts continuity of operations. Proposer must commit to the following response times:
 - i. Under normal working conditions, no more than four (4) hours shall elapse from time of call to time of arrival.
 - ii. In the event of an emergency, the successful proposer shall have a crew at the designated site within one (1) hour of the call from the City.
 - iii. It is the responsibility of the proposer to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the proposer by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).
 - iv. Service will be performed in a variety of government locations including wastewater treatment plants, sewage collection lift stations and water production plants. All unique requirements and/or regulations for each location shall be strictly followed by the proposer and the proposer’s employees.
 - v. For purpose of pricing service calls, the City’s “normal business hours” are defined as being: 7:00 a.m.to 4:45 p.m., Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered “outside normal business hours.”

- vi. The proposer shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City with a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact for the City, the City shall be notified within 24 hours of the change.

IV. Service Locations

A. Lift Stations:

- i. Hicks Street #4 (1519 Hicks Street)
- ii. Tomball Hills #5 (28106 Chris Lane)
- iii. Sherwood Forest #6 (30203 Wickford)
- iv. Hunterwood #7 (13406 Julia Lane)
- v. Snook #8 (1035 E. Hufsmith Road)
- vi. Persimmon #9 (303 S. Persimmon Street)
- vii. North Star #10 (31530 Capella Circle)
- viii. FM 2920 #3 (15303 FM 2920)
- ix. Juergens Park (1331 Ulrich Road)
- x. Matheson Park (1240 Ulrich Road)
- xi. Raleigh Creek #11 (12526 ½ Zion Road)

B. Water Wells:

- i. Pine St. Well #1 & #2 (802 S. Pine Street)
- ii. Baker St. Well (1006 Baker Drive)
- iii. Ulrich Tower (1331 Ulrich Road)
- iv. School St. Well (707 School Street)
- v. Theis Well (13509 Theis Lane)
- vi. Well #5 & #6 (15902 FM 2920)

C. Waste Water Plants:

- i. North Plant (615 E Hufsmith Rd)
- ii. South Plant (12411 Holderrieth Rd)

V. Project Request and Service Execution Process

The Contractor shall provide services on an as-needed basis. A typical project or service request will generally proceed as follows:

- a. Service Request
 - i. City staff will notify the Contractor of a problem or service need requiring the Contractor's assistance.
- b. Site Review and Initial Assessment
 - i. The Contractor shall coordinate with City staff to visit the project site and perform an initial assessment of the issue in order to develop a preliminary scope of services.
- c. Review of Existing Information
 - i. The Contractor shall review any available drawings, specifications, reports, or other documentation provided by the City that may be relevant to the project.
- d. Scope of Services Development
 - i. The Contractor, in coordination with City staff, shall develop and finalize the scope of services necessary to complete the requested work.
- e. Cost Proposal and Schedule
 - i. The Contractor shall submit a proposed schedule and cost estimate detailing anticipated labor, materials, and equipment required to perform the work. The proposal shall be submitted to the City for review and approval.
- f. Authorization to Proceed
 - i. Work shall not begin until the Contractor receives written authorization from the City approving the proposed scope, schedule, and cost.
- g. Performance of Work
 - i. Upon authorization, the Contractor shall perform all work necessary to complete the approved scope of services.
- h. City Inspection and Acceptance
 - i. City staff will review the completed work prior to final acceptance. The Contractor shall correct any deficiencies identified by the City.
- i. Final Documentation and Closeout
 - i. The Contractor shall provide final documentation detailing all labor, materials, equipment, and time associated with the completed work.

VI. Pricing

- A. Proposer must complete the Proposer’s Financial Response Form.
- B. Pricing shall remain as bid for the entire initial contract period.
- C. Billable work will begin at the time proposer, or their employee(s) arrive on job site.
- D. The City will not pay for travel time to the job site.
- E. Provide percentage (%) markup cost to the City for parts and materials above proposer’s cost, if any. (The proposer will be required to provide invoice documentation of cost, when applicable.)
- F. The proposer may not use subcontractor without the written authorization first from the City. No more than 50% of may be subcontracted.
- G. Proposer may only charge for a crane truck if one is required to be used in the completion of a job.

VII. Submission Requirements

Please Include the following in your submittal:

- a. Cover Letter expressing interest and qualifications.
- b. Company profile, including primary contact (Name, Email, and Phone Number).
- c. Relevant project experience and three (3) references.
- d. Detailed project approach and proposed timeline.
- e. Price proposal.

VIII. Selection Process

All proposals received will be reviewed, evaluated and ranked according to the numerical scoring system based on the responses to the criteria listed below. The City may elect to interview Vendors.

Submissions will be evaluated as follows:

Criteria	Maximum Points Available
1. Relevant Experience and Qualifications	35
2. Technical Approach and Service Capability	30
3. References and Past Performance	20
4. Costs	15

Exhibit B
COST PROPOSAL
RFP 2026-09: Water & Wastewater On- Call Electrical Services

Items	Cost (Electrical)	Cost (Mechanical)
Rate per hour service calls during normal business hours	\$ 160.00	\$ 150.00
Rate per hour service calls outside normal business hours (including weekends and holidays)	\$ 195.00	\$ 190.00
Percentage mark-up to the City of Tomball above vendor's cost for parts, materials, and subcontracted services. Documentation of vendor's cost will be required.	20 %	20 %
Items	Time	
State response time for service calls/scheduled during normal working hours	Hrs: 2	
State response time for emergency service calls hours during normal business hours.	Hrs: 1	
State response time for emergency service calls hours outside normal business hours.	Hrs: 1	

Describe warranty information on work and service:

Company warrants its Services for six (6) months from originally completed service against defects in workmanship under normal use. Warranties for materials or equipment, if any, will be limited to those provided by the applicable vendors or manufacturers and are passed through to City to the extent assignable. Subsequent Services do not extend or restart the warranty period.