

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: General Contractor 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, **B & C Constructors, LP** (the “Company”), with an office at **27835 FM 2978 Road, Magnolia, Texas 77354**, City hereby engages the services of Company as an independent contract for General Contractor 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 requested by the City based on Exhibit A – Proposed Scope of Work.
- 1.2. In the event of a conflict among the terms of this Agreement, the term most favorable to the City, in the City’s sole discretion, shall control.
- 1.3. The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **October 1, 2025 through September 30, 2026**. 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 in Exhibit A – Proposed Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$400,000**.

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, 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. Be 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:

27835 FM 2978 Rd Magnolia TX 77354

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 18th day of September, 2024.

B&C Constructors L.P.

Company

Signature

Jared Cochran

Print Name

Project Manager

Title

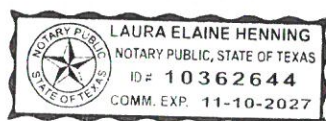
THE STATE OF TEXAS

§

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 18th day of September, 2025,
by Jared Cochran, on behalf of said entity.



Laura E. Henning
Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
PROPOSED SCOPE OF WORK & ESTIMATED PRICING

The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

1. HVAC – Fire Station 1 - \$150,875

- a. Provide and install new 10-ton 2 stage condenser and fan coil unit, electric heat kit (2) 3-ton condensers, horizontal slab coils, and gas heat.
- b. ¾" gas line plumbing – demo and re-route steel gas pipe for new connections, cap abandon line for large unit.
- c. Miscellaneous Items:
 - i. Electrical requirements.
 - ii. Repairs to existing wall systems in mezzanine area for removal of existing systems.
 - iii. Ceiling removal and replacement for equipment hoisting and placement.
 - iv. Temporary removal of stairs for removal of 10-ton and hoisting of new equipment.
 - v. Removal and re-install of door frames to create access pathway of new equipment.

2. HVAC – Fire Station 2 - \$48,770

- a. Provide and install new 7.5-ton A/C with 410 condenser with gas furnace.
- b. Associated electrical and plumbing disconnect and reconnect.

3. Police Evidence - \$41,565

- a. Seal cracks in existing paving throughout.
- b. Install new 5-ton A/C in open storage area.
- c. Associated electrical requirements for new mechanical systems.

4. Cherry Street Restrooms - \$19,760

- a. Painting of exterior and installing additional awnings

5. Miscellaneous Facilities Projects - \$25,000 (estimate)

- a. Identified repairs and/or new projects for facilities – not-to-exceed amount of **\$25,000**

6. Miscellaneous Parks Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for parks – not-to-exceed amount of **\$25,000**
7. Miscellaneous Streets Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for streets and drainage as identified during the fiscal year – not-to-exceed amount of **\$25,000**
8. Miscellaneous Water Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for the water department as identified during the fiscal year – not-to-exceed amount of **\$25,000**
9. Miscellaneous Wastewater Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for wastewater department as identified during the fiscal year – not-to-exceed amount of **\$25,000**
10. Contingency - **\$14,030** (estimate)
 - a. Contingency for overages for projects that will be identified during the fiscal year – not-to-exceed amount of **\$14,030**

Project	Estimated Amount
HVAC – Fire Station 1	\$150,875
HVAC – Fire Station 2	\$48,770
Police Evidence (Malone Lot)	\$41,565
Cherry Street Restrooms	\$19,760
Miscellaneous Projects – Facilities	\$25,000
Miscellaneous Projects – Parks	\$25,000
Miscellaneous Projects – Streets	\$25,000
Miscellaneous Projects – Water	\$25,000
Miscellaneous Projects – Wastewater	\$25,000
Anticipated Expenditures for FY 25-26	\$385,970
Contingency	\$14,030
Total Estimated Expenditures for FY 25-26	\$400,000



Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Fire Station #1 A/C
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Provide and install new 10 ton 2 stage condenser and fan coil unit, electric heat kit (2) 3 ton condensers, horizontal slab coils, and gas heat	\$ 106,150.00
3/4" gas line plumbing - demo and re-route steel gas pipe for new connections, cap abandon line for large unit	\$ 2,975.00
Electrical requirements	\$ 7,250.00
Misc repairs to existing wall systems in mezzanine area for removal of existing systems Ceiling removal and replacement for equipment hoisting and placement Temporary removal of stairs for removal of 10 ton and hoisting of new equipment Removal and re-install of door frames to create access pathway of new equipment	\$ 34,500.00
Jared Cochran, Project Manager	TOTAL AMOUNT \$ 150,875.00

THANK YOU FOR YOUR BUSINESS!

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Fire Station #2 A/C
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Provide and install new 7.5 ton A/C with 410 condenser with gas furnace	\$ 45,895.00
Associated electrical and plumbing disconnect / reconnect	\$ 2,875.00
Jared Cochran, Project Manager	TOTAL AMOUNT \$ 48,770.00

THANK YOU FOR YOUR BUSINESS!

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Police Evidence
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Seal cracks in existing paving throughout	\$ 6,875.00
Install new 5 ton A/C in open storage area	\$ 27,960.00
Associated electrical requirements for new mechanical systems	\$ 6,730.00
Jared Cochran, Project Manager	TOTAL AMOUNT \$ 41,565.00

THANK YOU FOR YOUR BUSINESS!

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: August 28, 2025

PROJECT: Cherry St. R/R
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Painting and awnings	\$ 19,760.00
Jared Cochran, Project Manager	TOTAL AMOUNT \$ 19,760.00

THANK YOU FOR YOUR BUSINESS!