

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Landscaping 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, **Ambassador Services** (the “Company”), with an office at **11710 North Freeway, Suite 200 Houston, TX 77060**, City hereby engages the services of Company as an independent contract for **Landscaping** 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 **January 1, 2025 through December 31, 2025**, with **three (3) 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.***
- 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 **\$53,190.84**

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.

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 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.

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:

Ambassador Services
11710 North Freeway
Suite 200
Houston, TX 77060

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

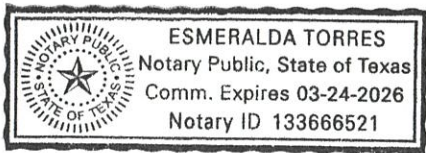
AGREED to and ACCPETED this 5 day of December, 2024.

Ambassador Services, LLC
Company
[Signature]
Signature
Carlos Telles
Print Name
Managing Director
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 5th day of December, 2024,
by Esmeralda Torres, on behalf of said entity.



[Signature]
Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

CSB 2025-03 – Landscaping Service for City of Tomball Facilities
EXHIBIT A
SCOPE OF WORK

I. General Description

The City of Tomball is accepting sealed bids for landscaping service for ten (10) identified locations owned by the City of Tomball as herein specified. The City of Tomball reserves the right to accept or reject any bid or item included.

It is the intention of the City of Tomball to obtain a qualified vendor to perform landscaping services for ten (10) City owned identified locations, beginning January 1, 2025 and ending December 31, 2025. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described in this contract; further, it shall be the contractor's sole responsibility to make arrangements for all required material procurement, transportation, off-site storage and preparation.

II. Locations to be serviced (Base Bid)

- A. City Hall (401 Market Street) & Police Department (400 Fannin Street) – 2.1 acres combined
- B. Community Center (221 Market Street) – 0.71 acres
- C. Administrative Services Building (501 James Street) – 3.35 acres
- D. Fire Station 1 (1200 Rudel Drive) – 2.59 acres
- E. Fire Station 2 (11725 Holderrieth Road) – 1.86 acres
- F. Fire Station 4 (10333 Mahaffey Road) – 1.77 acres
- G. Fire Station 5 (19900 Telge Road) – 1.80 acres
- H. Medical Complex Drive (Right of Way only from Haldereith Street to Hufsmith – Kohrville Road) – 3.98 acres
- I. Acquired City Property (810 West Main Street – old Regions Bank) - 0.19 acres

III. Additional Locations (Additive Bid)

- A. Lift Stations (Exhibit C):
 - 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 (Exhibit C):
 - 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 (Exhibit C)
 - i. North Plant (615 E Hufsmith Rd)
 - ii. South Plant (12411 Holderrieth Rd)

IV. Requirements

- A. The Contractor shall be familiar with the project premises and how the existing conditions will affect his work during the service term of the agreement.
- B. The Contractor agrees to indemnify and hold harmless the City of Tomball, its officers, agents and employees, from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it caused in any part by the act of or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the owner, its officers, agents or employees, or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them connection therewith.
- C. Contractor shall submit itemized bills to the City of Tomball, referencing all work completed for the month. Invoices should not be submitted until all work has been completed, the City will only pay for services rendered.
- D. All labor, equipment, and material required are to be supplied by the Contractor and shall be of suitable composition and quality to achieve their intended function based on the required scope of work.
- E. All personnel of the Contractor shall be properly trained and shall always conduct their work in a professional manner while on City property.

V. Service Requirements

Contractor shall furnish all labor, equipment and material necessary to complete the required services as specified herein. The work to be completed, but not limited to, shall include:

A. Mowing

- i. All lawn areas shall be mowed with the cutting height to be two and one-half inches (2.5") to three inches (3").
- ii. Mowing will be performed without disturbing bed areas, shrubbery, or structures. No String Trimmers are to be used within six (6) inches of any tree, shrub, or bed. Any tree, shrub, or bed that is damaged due to the use of a weed-whacker will be the sole responsibility of the Contractor to replace or repair.
- iii. Grass clippings, leaves or other debris will be blown and removed from all walkways/sidewalks, curbs, streets, driveways, walls, HVAC units, beds, and fences.
- iv. Litter, debris, and loose stones or rocks in lawn areas must be removed prior to mowing.

B. Trimming

- i. All lawn areas adjacent, but not limited to buildings, walkways or sidewalks, curbs, lights, signs, streets, trees, beds and fences shall be trimmed to approximately two inches (2"). Weed whackers or equal shall not be used adjacent to ornamental shrubs, wooden post, or any building façade.
- ii. All planting around air conditioning or heating units shall be trimmed so as not to obstruct the operation of the unit.
- iii. Hedges and shrubs are to be trimmed at each facility on an as needed basis.

C. Edging

- i. Edging walkways or sidewalks and curbs are to be completed with mowing. This service should not create a trenched area or canal for water to undermine the integrity of the walkway, sidewalk, or curb structures.
- ii. All debris shall be blown off the walkways/sidewalks and streets.
- iii. All voluntary growth in cracks in walkways/sidewalks and curbs shall be cleared of all growing vegetation. The walkways/ sidewalks may be sprayed with vegetation kill if it does not discolor the walkways/sidewalks.

D. Blowing

- i. After all mowing, trimming and edging is completed at each location the areas (walkways, -sidewalks, streets, parking areas, etc.) must be blown and left free of debris.

VI. Schedule

A. Scheduled Services: mowing, trimming, edging, and blowing.

- i. These services are to be completed at each location.

B. Required schedule of service:

- i. March through October: performed once per week
- ii. November through February: performed bi-weekly

EXHIBIT B - Bid Form
Bid 2025-03: Landscaping Services

Item	Description	Cost with Service Requirements
1	City Hall (401 Market Street) & Police Department (400 Fannin Street) – 2.1 acres combined	\$ 577.41 monthly
2	Community Center (221 Market Street) - 0.71 Acres	\$ 194.93 monthly
3	Administrative Services Building (501 James Street) - 3.35 Acres	\$ 799.39 monthly
4	Fire Station 1 (1200 Rudel Drive) - 2.59 Acres	\$ 558.64 monthly
5	Fire Station 2 (11725 Holderrrieth Road) - 1.86 Acres	\$ 401.19 monthly
6	Fire Station 4 (10333 Mahaffey Road) - 1.77 Acres	\$ 496.06 monthly
7	Fire Station 5 (19900 Telge Road) - 1.80 Acres	\$ 470.28 monthly
8	Medical Complex Drive (Right of Way only from Halderreith Street to Hufsmith – Kohrville Road) – 3.98 acres	\$ 858.45 monthly
9	Acquired City Property (810 West Main Street – old Regions Bank) - 0.19 acres	\$ 82.24 monthly

Total Base Bid: \$ 4,432.57 monthly