

CITY OF BOERNE SERVICES AGREEMENT

This Agreement for **City of Boerne Mowing FY2025** (this "Agreement") is made and entered into by and between the City of Boerne Texas, a home-rule Texas Municipal Corporation ("the City") and _____ ("Contractor"), a business located at _____ (collectively, "the Parties").

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Attachment A ("the Services"):

Mowing and weed eating of rights-of-way, drainage easements, channels, detention ponds, and open spaces per Attachment "A". Services include removal of trash prior to mowing.

2. Commencement and Completion of Services. Contractor shall begin Services no sooner than the date of a Notice to Proceed issued by the City of Boerne and accompanied by a fully executed copy of this Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement: **September 30, 2025.**

3. Term. This Agreement shall be for a term beginning on the Effective Date entered below and ending on the date all Services are complete, compensation has been fully paid, the warranty period has expired, and any warranty work required under the contract has been completed and accepted by the city. **The City reserves the right to extend the contract annually for a maximum of two (2) additional one-year (1) periods (October 1, 2025 - September 30, 2026 and October 1, 2026 - September 30, 2027), subject to subsequently appropriated funds and if agreed upon by both parties. Each contract renewal will allow up to a 3% increase on unit bid prices.**

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and

incorporated herein as Attachment “B”, provided that the total amount for services under this Agreement shall not exceed _____ Dollars (\$_____). The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. The volumes identified herein are estimated quantities. The City does not guarantee any specific amount of work and shall not be held responsible for any deviation from the volumes. The City reserves the right to increase and/or decrease quantities during the term of the Agreement.

5. Warranty and Degree of Care. Contractor warrants the materials used shall be free of defect or failure for a period of at least one year from the date of completion of the Services and that all Services provide by Contractor shall be performed in a good and workmanlike manner in accordance with the specifications of this Agreement and in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent contractors in Texas applicable to the type of Services contemplated hereunder. In the event any defect is discovered or develops in materials provided by Contractor or work performed by Contractor within one year after completion of the Services, Contractor will repair or replace any such materials or work so that it is not defective and meets the requirements of this Agreement.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. Bid Security. A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraph 8.

8. Bonds. Contractor shall furnish a performance bond (for contract amounts greater than \$100,000) and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

9. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City (Attachment “C”). Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

10. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

12. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

13. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing

employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

14. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Kendall County, Texas.

16. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City of Boerne, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

17. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Boerne
Attention: Victor Saenz, Assistant City Engineer
447 N. Main St. Boerne, TX 78006

With courtesy email copy to: vsaenz@boerne-tx.gov
And with a copy to: City Manager, City of Boerne
447 N. Main St., Boerne, TX 78006

In case of Contractor, to:

With courtesy copy email to: _____

18. Entire Agreement. This Agreement including its exhibits and attachments contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

19. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the ____ day of _____, 2025 (“the Effective Date”).

CONTRACTOR:

Company: _____

By: _____

Name: _____

Title: _____

CITY OF BOERNE

By: _____

Name: Ben Thatcher

Title: City Manager

ATTEST:

CITY SECRETARY

ATTACHMENT LIST:

ATTACHMENT “A” – SCOPE OF SERVICES & EXHIBIT

ATTACHMENT “B” – BID FORM

ATTACHMENT “C” – INSURANCE REQUIREMENTS

ATTACHMENT “D” – BID BOND

ATTACHMENT “E” – PERFORMANCE BOND

ATTACHMENT “F” – PAYMENT BOND