



AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF LAREDO, TEXAS
AND
Tovar Landscaping

This agreement for contract services ("Agreement") is made by and between the City of Laredo, a home-rule municipality, acting by and through its duly authorized City Manager ("City"), and Tovar Landscaping of Laredo, Texas, its executors, administrators, heirs, successors, or assigns, ("Provider").

WHEREAS, City has sought by issuance of a Request for Bids or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement; and

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services; and

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in Exhibit A, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request for Bids ("RFB"), which is attached hereto as Exhibit A and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in Exhibit A and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further Warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in Exhibit A.

The RFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as Exhibit A and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFB and/or the bid submitted by provider, Tovar Landscaping as stated in Exhibit A. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (Exhibit B). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (Exhibit B).

II. TERM

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (1) one-year term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement may be extended for (3) three additional, (1) one-year terms, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, Tovar Landscaping to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Provider, Tovar Landscaping, covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers, representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, Tovar Landscaping, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total amount of \$42,200.00 per year. The total compensation shall not exceed \$42,200.00, unless City agrees to pay such additional compensation in a writing signed by both parties.

Reimbursement of Work and/or Services will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider stating the Work and/or Services performed by Provider and in accordance with any and all other requisitions stated in Exhibit A, including but not limited to, any and all City of Laredo reimbursement policies as stated in FY23-034 attached hereto and incorporated herein by reference as Exhibit A and the City of Laredo's terms and conditions.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:

Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

Tovar Landscaping

Owner Name: Saul Tovar
Address: 110 E. Paredes St.
City, State, Zip Code: Laredo, Tx. 78043

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

IX. AMENDMENT OR MODIFICATION

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **FY23-034** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30-day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties to this Agreement with respect to this subject matter. No other Agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

XV. TEXAS LAW

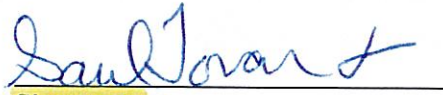
This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations

or payments are due and payable in Webb County, Texas.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the 23rd day of May, 2023 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Tovar Landscaping
"Provider"



Signature

By: Saul Tovar

Owner

110 E. Paredes St.

Laredo, Tx. 78043

Telephone: 956 332-6450

Fax:

Email: tovarlandscaping13@gmail.com

City of Laredo
"Owner"



Dr. Victor D. Treviño

Mayor

City of Laredo

 Date: 6-1-23

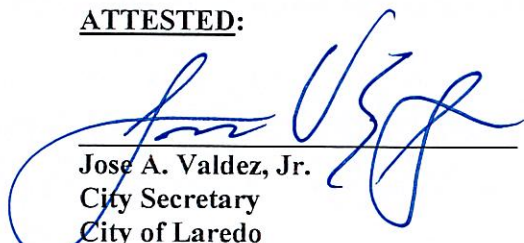
Joseph Neeb

City Manager

City of Laredo



ATTESTED:

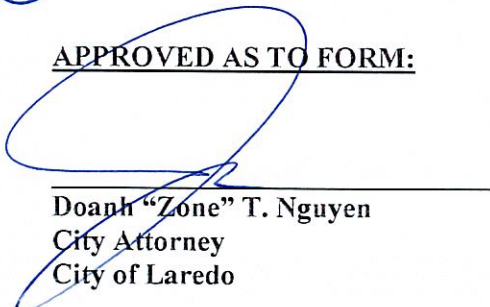


Jose A. Valdez, Jr.

City Secretary

City of Laredo

APPROVED AS TO FORM:



Doanh "Zone" T. Nguyen

City Attorney

City of Laredo