



## CITY of HUMBLE

114 West Higgins · Humble, Texas 77338 · (281) 446-3061

NORMAN FUNDERBURK MAYOR

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### CITY MANAGER

Jason Stuebe

### CITY SECRETARY

Maria Jackson

# City of Humble – Routine Landscape Maintenance Services

## 1. Overview of Services

The City of Humble is currently seeking proposals from qualified landscape companies to provide routine landscape maintenance services at various City-owned facilities and properties. The vendor shall furnish all labor, supervision, and supplies necessary to complete these services. The proposals will be evaluated based on competitive pricing and experience working with municipal and commercial properties.

## 2. Bid Submission Requirements

### Required Proposal Format:

#### 1. Company Information

- Legal business name
- Years in operation
- Name of municipalities or businesses that you have done work for as well as length of time
- **Pricing Proposal: Please refer to the forms included**
  - Monthly rate per facility or location for routine maintenance
  - Annual rate per facility or location for mulching

## 3. Facility Expansion and Pricing Clause

- **Additional Facilities, Locations, and Landscape Services:** The City reserves the right to add additional facilities, locations, and landscape services during the contract term based on operational or strategic needs.
- **Pricing for New Facilities, Locations, and Landscape Services:** Unit pricing for additional facilities, locations, and landscape services must be consistent with current pricing or

proportionate based on scope and size. If variances apply, justification must be documented and approved.

- **Approval Requirement:** Pricing changes for additional facilities, locations, and landscape services require Owner review and written approval prior to implementation.

## 4. Locations & Frequencies

- **Humble Police Department:** 310 N Bender Ave – Twice a month
- **Humble Fire Station #1:** 108 W Main St – Twice a month
- **Humble Fire Station #2:** 1401 S Houston Ave – Twice a month
- **City Hall:** 114 W Higgins St – Twice a month
- **Court House:** 315 N Bender Ave – Twice a month
- **Fire Marshall Office:** 110 W Main St – Twice a month
- **Chamber of Commerce:** 10 W Main St – Twice a month
- **Senior Activity Center:** 1419 S Houston Ave – Twice a month
- **Humble Civic Center:** 8233 Will Clayton Pkwy - Weekly
- **Charles Bender Performing Arts Center:** 611 Higgins St – Twice a month
- **Phillip Cezeaux Recreational Building:** 100 N Houston Ave – Twice a month
- **Artesian Well:** 813 1<sup>st</sup> St E – Twice a month
- **Welcome Sign:** 1960 & Wilson Rd – Twice a month
- **Welcome Sign:** 59 & Will Clayton – Twice a month
- **Welcome Sign:** Mckay Dr & 1<sup>st</sup> St – Twice a month
- **503 E Main St:** 10 Cedar Elms – Twice a month
- **219 E Main St:** 4 Live Oaks – Twice a month

## 5. Scope of Work for Routine Maintenance

Each visit to the locations listed above will consist of the following tasks:

- Removal of trash and debris
- Pulling of weeds
- Trimming bushes and hedges as needed
- Inspecting flower beds for dead flowers or shrubs that need to be replaced and relaying that information back to point of contact

## 6. Scope of Work for Annual Maintenance

Apply the following amounts of mulch once a year in the spring:

- **Humble Police Department:** 310 N Bender Ave – 11 yards
- **Humble Fire Station #1:** 108 W Main St – 3 yards
- **Humble Fire Station #2:** 1401 S Houston Ave – 7 yards
- **City Hall:** 114 W Higgins St – 9 yards
- **Court House:** 315 N Bender Ave – 2 yards
- **Fire Marshall Office:** 110 W Main St – Shares location with Chamber
- **Chamber of Commerce:** 10 W Main St – 14 yards
- **Senior Activity Center:** 1419 S Houston Ave – 11 yards

- **Humble Civic Center:** 8233 Will Clayton Pkwy – 55 yards
- **Charles Bender Performing Arts Center:** 611 Higgins St – 21 yards
- **Phillip Cezeaux Recreational Building:** 100 N Houston Ave – 2 yards
- **Artesian Well:** 813 1<sup>st</sup> St E – 2 yards
- **Welcome Sign:** 1960 & Wilson Rd – 2 yards
- **Welcome Sign:** 59 & Will Clayton – 2 yards
- **Welcome Sign:** Mckay Dr & 1<sup>st</sup> St – 16 yards
- **503 E Main St:** 10 Cedar Elms – 3 yards
- **219 E Main St:** 4 Live Oaks – 1 yard

## 7. Terms and Extension

1. **Initial Term.** This Agreement shall commence on [Effective Date of execution by both parties] and shall remain in effect for an initial term of one (1) year, ending on [End Date of Initial Term], unless terminated earlier in accordance with the provisions of this Agreement.
2. **Extension Options.** At the sole discretion of the City of Humble and subject to the Contractor's satisfactory performance as determined by the City Manager or their designee in accordance with the City's performance evaluation criteria, the City may elect to extend the term of this Agreement for up to four (4) additional one (1)-year periods, not to exceed a total term of Five (5) years from the Effective Date. Performance evaluation shall be based on criteria including, but not limited to, compliance with contractual obligations, quality and timeliness of deliverables.
3. **Notice of Extension.** The City shall provide written notice to the Contractor with its intent to exercise an extension option at least thirty (30) days prior to the expiration of the then-current term. If no such notice is provided, the Agreement shall automatically terminate at the end of the current term.
4. **No Automatic Renewal.** This Agreement does not automatically renew. Any extension must be approved by the City of Humble through a written amendment to this Agreement, executed by authorized representatives of both parties, and approved by the Humble City Council.
5. **Amendments and Adjustments during Extensions.** Any extension may include adjustments to pricing, scope of work, or other terms as mutually agreed upon in writing and subject to approval by the City of Humble. All other terms and conditions of this Agreement shall remain in effect during any extension period unless otherwise modified by written amendment.

## 8. Incorporation of RFP and Related Documents

1. The Request for Proposals (RFP) for Citywide Routine Landscape Maintenance Services, including but not limited to the RFP document titled "City of Humble – Citywide Routine Landscape Services RFP," all attachments, addenda, clarifications, the Contractor's submitted proposal, and any subsequent written amendments mutually executed by the parties, are hereby incorporated by reference into this Agreement in their entirety and with the same force and effect as if fully set forth herein.

2. In the event of a conflict between the terms of this Agreement and the incorporated RFP documents, the terms of this Agreement shall control, unless the conflicting provision in the RFP is expressly identified and adopted by written amendment executed by both parties. The Contractor acknowledges that it has reviewed and fully understands all requirements, specifications, scopes of work, performance standards, and obligations contained within the RFP and agrees to perform in strict accordance therewith.
3. Failure to comply with any provision of the incorporated RFP shall constitute a material breach of this Agreement, subject to all remedies available under the Termination for Cause provisions herein.

## 9. Termination

1. **Termination for Cause.** The city may terminate this Agreement and extensions for cause for breaches of any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice specifying the nature of the breach. **Breaches by the Contractor include, but are not limited to, failure to perform services or deliver goods in accordance with the specifications, timelines, or quality standards outlined in this Agreement, or failure to comply with applicable laws, regulations, or City policies.** If the breach cannot reasonably be cured within fifteen (15) days, but the Contractor has commenced good-faith efforts to cure, the city may extend the cure period at its discretion.
2. **Termination for non-appropriation.** In the event that funds are not appropriated or otherwise made available to continue this Agreement in any fiscal year, the City may terminate this Agreement without penalty by providing written notice to the Contractor at least thirty (30) days prior to the effective date of termination. The City shall compensate the Contractor for work satisfactorily completed and accepted prior to the termination date but shall not be liable for any further costs or damages.
3. **Effect of Termination.** Upon termination of this Agreement for any reason, the Contractor shall:
  - a. Cease all work under this Agreement, unless otherwise directed by the city.
  - b. Deliver to the City all work products, materials, and deliverables completed or in progress as of the termination date, as specified by the city.
  - c. Return or destroy any confidential information or property belonging to the City, as directed by the City.
  - d. Submit a final invoice for payment of work satisfactorily completed and accepted by the City, in accordance with the payment terms of this Agreement.
4. **Survival of Obligations.** Termination of this Agreement shall not relieve either party of obligations arising prior to the effective date of termination, including but not limited to payment obligations, confidentiality requirements, and indemnification provisions, which shall survive termination.
5. **Notice of Termination.** All notices of termination shall be delivered in accordance with the notice provisions of this Agreement.

## 10. Notices

1. **Method of Delivery.** All notices, demands, or other communications required or permitted under this Agreement shall be in writing and deemed duly given when:
  - a. Delivered personally to the recipient or an authorized representative.
  - b. Sent by certified or registered mail, return receipt requested, postage prepaid.
  - c. Sent by a nationally recognized overnight courier service with tracking capability; or
  - d. Sent via electronic mail (email) with confirmation of receipt, provided that a hard copy is also sent by one of the above methods within one (1) business day.
  
2. **Notice Addresses.** Notices shall be sent to the following addresses, or to such other addresses as either party may designate by written notice to the other party:
  - a) For City of Humble:

City of Humble Attn: City Manager  
114 W Higgins St  
Humble, TX 77338  
Email: [jstuebe@humbletx.gov](mailto:jstuebe@humbletx.gov)  
Phone: (281) 446-3061
  - b) For the Contractor:

[Insert Contractor's Name]  
Attn: [Contractor's Contact Person and Title]  
[Insert Contractor's Address]  
Email: [Contractor's Email]  
Phone: [Contractor's Phone Number]
  
3. **Effective Date of Notice.** Notices shall be deemed effective upon receipt, or, if delivery is refused or cannot be completed due to incorrect address provided by the receiving party, on the date delivery was attempted. For notices sent by certified or registered mail, the effective date shall be the date of delivery as indicated on the return receipt or, if undeliverable, the date of attempted delivery.
  
4. **Change of Contact Information.** Each party shall promptly notify the other in writing of any change in its designated contact person, address, email, or phone number for notices. Failure to update contact information shall not relieve a party of its obligations under this Agreement.

## 11. Payment

1. **Payment Schedule.** The City of Humble shall pay the Contractor for services or goods satisfactorily performed or delivered in accordance with the terms of this Agreement, within thirty (30) calendar days ("Net 30") from the date the City receives a complete and accurate invoice, subject to approval by the City Manager or their designee.
2. **Invoicing Requirements.** The Contractor shall submit invoices to the City in a format acceptable to the City, including:
  - a. Contractor's name, address and location of service.
  - b. A detailed description of the services performed or goods delivered, including dates of service or delivery.
  - c. Reference to this Agreement and any applicable purchase order number.
  - d. The total amount due, consistent with the pricing agreed upon
  - e. Any supporting documentation required by the city, such as receipts, timesheets, or proof of delivery.
3. Invoices shall be submitted to:

City of Humble Attn: Accounts Payable

114 W Higgins St

Humble, TX 77338

Email: [accountspayable@humbletx.gov](mailto:accountspayable@humbletx.gov)
4. **Vendor Registration.** Prior to receiving any payments under this Agreement, the Contractor shall:
  - a. Register as a vendor in the City's Tyler system, following the City's vendor registration procedures, accessible through (<https://humbletx.tylerportico.com/va/vendor-access>).
  - b. Submit a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Failure to provide a valid W-9 or complete vendor registration may result in delayed or withheld payments without penalty to the city.
5. **Payment Approval and Disputes.** Payments shall be subject to verification and approval by the City to ensure compliance with the terms of this Agreement. If the City disputes any portion of an invoice, the City shall notify the Contractor within ten (10) business days of receipt, specifying the reasons for the dispute. The City shall pay any undisputed portion of the invoice within the Net 30 period, and the parties shall work in good faith to resolve the disputed portion promptly.
6. **Tax Exemption.** The City of Humble is a tax-exempt entity under Texas Tax Code Section 151.309 and applicable federal law. The Contractor shall not include sales, use, or other

similar taxes on invoices for goods or services provided to the City under this Agreement, provided such goods or services qualify for exemption. The City shall provide the Contractor with a Texas Sales and Use Tax Exemption Certificate upon request.

## 12. Questions & Contact

All questions & contact must be made through email at [jmittag@humbletx.gov](mailto:jmittag@humbletx.gov) Subject Line: “Humble – Citywide Routine Landscape Maintenance RFP”

<b>Company Information</b>
<b>Legal business name:</b>
<b>Years in operation:</b>
<b>List below the name of municipalities and businesses you have done work for as well as length of time:</b>
1
2
3
4
5

<b>City of Humble Routine Landscape Maintenance</b>			
<b>Location</b>	<b>Frequency</b>	<b>Price Per Visit</b>	<b>Monthly Total</b>
Humble Police Department	2 times a month		

Humble Fire Station #1	2 times a month		
Humble Fire Station #2	2 times a month		
City Hall	2 times a month		
Court House	2 times a month		
Fire Marshall Office	2 times a month		
Chamber of Commerce	2 times a month		
Senior Activity Center	2 times a month		
Humble Civic Center	4 times a month		
Charles Bender Performing Arts Center	2 times a month		
Phillip Cezeaux Recreational Building	2 times a month		
Artesian Well	2 times a month		
Welcome Sign: 1960 & Wilson Rd	2 times a month		
Welcome Sign: 59 & Will Clayton	2 times a month		
Welcome Sign: Mckay Dr & 1st St	2 times a month		

503 E Main St	2 times a month		
219 E Main St	2 times a month		
		<b>Annual Total:</b>	

<b>City of Humble Annual Mulch Application</b>			
<b>Location</b>	<b>Number of Yards</b>	<b>Price Per Yard Installed</b>	<b>Total Price</b>
Humble Police Department	11		
Humble Fire Station #1	3		
Humble Fire Station #2	7		
City Hall	9		
Court House	2		
Fire Marshall Office	Shares location with Chamber		
Chamber of Commerce	14		
Senior Activity Center	11		
Humble Civic Center	55		
Charles Bender Perf Arts Center	21		

Phillip Cezeaux Rec Building	2		
Artesian Well	2		
Welcome Sign: 1960 & Wilson Rd	2		
Welcome Sign: 59 & Will Clayton	2		
Welcome Sign: Mckay Dr & 1st St	16		
503 E Main St	3		
219 E Main St	1		
		<b>Annual Total:</b>	