

Contract for Abatement Services

THIS AGREEMENT, made and entered into this 1st day of October, 2025 by and between I Am Mowing LLC ("Contractor"), a company in Seguin, Guadalupe County, Texas, and the City of Seguin, a home-rule municipal corporation, organized and existing under the laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter termed "City."

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City and Contractor, Contractor hereby agrees to commence and substantially complete within seven (7) days after the receipt of a written work order the removal of environmental, zoning, building, and other related violations set forth in the work order. All work is to be performed at Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work specified above, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with this Agreement. All work shall be performed as set forth in the bid proposal that is attached hereto as Exhibit A, and incorporated as if fully set forth herein.

Contractor agrees to perform the work and City agrees to pay Contractor as set forth in the bid proposal that is attached hereto, and incorporated as if fully set forth herein.

City and Contractor hereby agree to the following additional terms and conditions:

Term and Termination.

The term of this contract shall be for one year, October 1, 2025 to September 30, 2026, with options to renew annually for three (3) additional one-year periods at the prices stated.

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- (2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or

- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules; or
- (4) If the Contractor shall fail to remedy any default within five (5) days after written notice thereof from City; or
- (5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

Breach of Contract. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate the Contractor's obligations under this Agreement.

Insurance and Indemnification

(a) Insurance. Contractor shall procure and maintain, at Contractor's expense, insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Contractor or Contractor's agents, subcontractors or employees. Before commencing the work the Contractor will furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are set forth in the Exhibit to the Proposal that is attached to this Agreement.

(b) Indemnification. Contractor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS, City, its officers, agents and employees from and against any and all suits, actions, claims, damages, losses, and expenses of any character, name and description, including, but not limited to, attorney's fees, arising out of or resulting from the operations of Contractor, his agents, employees or subcontractors; or on account of any negligent act of fault of Contractor, his agents, employees or subcontractors in construction of the Improvements, including, but not limited to, any such claim, damage, loss or expense attributable to bodily or personal injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury

or damage. Nothing herein shall waive any governmental immunity available to the city under Texas law and any defenses of the parties under Texas law.

General Provisions

Venue. The parties herein agree that this Agreement shall be enforceable in Guadalupe County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Guadalupe County, Texas.

Independent Status. It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City of Seguin, Texas, for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other. City shall not have supervision and control of Contractor or any employee of Contractor.

Amendment. No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

Litigation Costs. In the event of litigation, the Contractor agrees to pay and shall pay all of the attorney's fees, court costs and other litigation costs of City.

Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Headings. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or Intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall

use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.

Entire Agreement. It is understood that this Agreement and its Exhibits contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF SEGUIN, TEXAS:

Steve Parker, City Manager

CONTRACTOR:
