



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **Land & Sea Services 1, Inc.** ("Contractor"), located at **1900 Oak Street, La Marque, Texas 77568** and **City of League City** ("City"), a municipal corporation, located at **300 W. Walker, League City, Texas 77573** on the date set forth below.

Terms:

- Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as **Request for Quotes #19-FAC-002 City-Wide Generator Preventive Maintenance, Repairs and Emergency Services**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- Term and Termination:** This Agreement shall begin on **June 1, 2019** and shall terminate on **May 31, 2020**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for 2 renewal option(s) with a term of **1** year.
- Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$99,205** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
- Insurance:** The Contractor is required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made

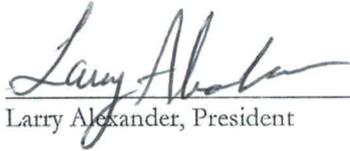
by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

LAND & SEA SERVICES 1, INC. - "Contractor"



Larry Alexander, President

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products (3 number of pages, including this page)

The amount for annual preventive maintenance is \$49,205
and an estimated \$50,000 for repairs & emergency services as needed.

EXHIBIT A - GENERATOR TYPES AND LOCATIONS

PRICE SHEET - Use only this pricing sheet to submit your bid/quote

Unit ID#	Location	Address	Make	Model	KW	Transfer Switch	Fuel	ANNUAL COMPREHENSIVE MAINTENANCE	QTY	ANNUAL LOAD TEST	QTY	PREVENTIVE MAINTENANCE ONLY	QTY
LC001	Facilities - City Hall / Municipal Court	300 West Walker Street	Onan/st	Mod# 230.0DFAB	230	Onan	Diesel	\$580.00	1	\$50.00	1	\$ 150	1
LC002	EMS	260 FM 270 South	Kohler	Mod# 30RZGB	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$ 150	1
LC003	Facilities - Fire Station 1	601 2 nd Street	Kohler	Mod# 30RZ62	200	Kohler 200REZX	Natural Gas	\$395.00	1	\$50.00	1	\$ 150	1
LC004	Facilities - Fire Station 2	2120 Hobbs Road	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$ 150	1
LC005	Facilities - Fire Station 3	3575 FM 518 East	Kohler	Mod# 30RZ62	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$ 150	1
LC006	Facilities - Fire Station 4	175 Bay Area Blvd	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$ 150	1
LC007	Facilities - Fire Station 5	2898 Bay Creek Drive	Kohler	Mod# GGF0-5668095	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$ 150	1
LC009	Facilities - Public Works	1535 Dickinson Avenue	Onan / Genset	Mod# 100.DGDB	100	Onan OT 150	Diesel	\$555.00	1	\$50.00	1	\$ 150	1
LC010	Facilities - Radio Tower Building	601 West Walker	Kohler	Serial#0762216 Model#30RGZ			Natural Gas	\$305.00	1	\$50.00	1	\$ 150	1
LC011	Facilities - Public Safety Bldg	555 Walker	Cummins	750DQCB		L130610260	Diesel	\$1,450.00	1	\$50.00	1	\$ 450	3
LC012	Facilities - Public Safety Bldg	555 Walker	Cummins	750GLFC		25382854	Natural Gas	\$1,410.00	1	\$50.00	1	\$ 450	3
LC013	Wastewater - Victory Lakes Lift Station	1502 1/2 FM 646	Cummins	Ser# A110184245 Mod# DQDAA-6265571	250	Cummins OTPCSECA34X594	Diesel	\$785.00	1	\$50.00	1	\$ 150	1
LC014	Wastewater - Bay Colony 14-15 Lift Station	5551 1/2 FM 646	Cummins	Ser# K100171948 Mod# DSHAB-6121339	175	Cummins OTPCC6121337 Ser# J100163948	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC015	Wastewater - Westover Park Lift Station	5401 1/2 Brittany Bay Blvd	Cummins	Ser# K100171949 Mod# DSHAB-6121339	175	Cummins OTPCC6121337 Ser# J100163950	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC016	Wastewater - West Main Lift Station	2998 1/2 West Main	Cummins	Ser# A110184246 Mod# DQDAA-6265571	250	Cummins OTPCC6121345 Ser# J100163959	Diesel	\$785.00	1	\$50.00	1	\$ 150	1
LC017	Wastewater - Clear Creek Village Lift Station	1741 1/2 Clalborne St	Cummins	Ser# G180387400 Mod# C50 D6	50	Eatn KPG30549 Ser# J100163960	Diesel	\$335.00	1	\$50.00	1	\$ 150	1
LC018	Wastewater - East Main Lift Station	2651 FM 2094	Cummins	Ser# K100172226 Mod# DSHAB-6236495	175	Cummins OTPCC6121337 Ser# J100163946	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC019	Wastewater - South Shore 3 Lift Station	2600 Pebble Beach	Cummins	Ser# K100169596 Mod# DSFAE-6121347	80	Cummins OTPCA6121349 Ser# J100163961	Diesel	\$380.00	1	\$50.00	1	\$ 150	1
LC020	Wastewater - Glen Cove Lift Station	506 Seminole	Cummins	Ser# K100171947 Mod# DSHAB-6121339	175	Cummins OTPCC6121337 Ser# J100163951	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC021	Wastewater - Smith Ln Lift Station	2850 FM 518	Cummins	Ser# K100172219 Mod# DSGAB-6121351	125	Cummins OTPCC6121337 Ser# J100163949	Diesel	\$710.00	1	\$50.00	1	\$ 150	1
LC022	Wastewater - Meadow Bend STP Lift Station	3029 1/2 Keva Glen	Cummins	Ser# K100172220 Mod# DSGAB-6121351	125	Cummins OTPCB6121341 Ser# J100163955	Diesel	\$710.00	1	\$50.00	1	\$ 150	1
LC023	Wastewater - Hewitt Rd Lift Station	2551 1/2 Hewitt Rd	Cummins	Ser# K100171946 Mod# DSHAB-6121339	175	Cummins OTPCC6121337 Ser# J100163947	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC024	Wastewater - Butler Rd Lift Station	1220 Butler Road	Cummins	Ser# K080222736 Mod# DSGAC-7482642	150	Cummins OTPC300 Ser# K080219096	Diesel	\$710.00	1	\$50.00	1	\$ 150	1
LC025	Wastewater - Bay Ridge Lift Station	404 Bay Crest	Cummins	Ser# K100172217 Mod# DSGAA-6121353	100	Cummins OTPCB6121341 Ser# J100163956	Diesel	\$555.00	1	\$50.00	1	\$ 150	1
LC026	Wastewater - N. Service Area Lift Station	2304 W NASA Rd	Cummins	Ser# D130491771 Mod# DSGAA-1325767	100	Cummins Ser# D130486235 Mod# OTPCB-1325266	Diesel	\$555.00	1	\$50.00	1	\$ 150	1
LC027	Wastewater - DSWWTP (Mobile)	703 North Wisconsin	Cummins	Ser# DGF5-5676620 Mod#	175	Mobile Unit-No Switch Ser# F040660350	Diesel	\$735.00	1	\$50.00	1	\$ 150	1
LC028	Wastewater - DSWWTP Plant (West)	703 North Wisconsin	Cummins	Ser# B090233033 Mod# DQGAA-7596686	1250	Square D Ser# XBTGT6330	Diesel	\$2,485.00	1	\$50.00	1	\$ 150	1
LC029	Wastewater - DSWWTP Plant (East)	703 North Wisconsin	Cummins	Ser# A010193064 Mod# 1250 DFCL-1855	1250	Square D Ser# 45-14514155-06	Diesel	\$2,485.00	1	\$50.00	1	\$ 150	1
LC030	Wastewater - SWWRF Plant (North)	1551 S. Maple Leaf Dr	Kohler	Ser# 2343305 Mod# 1750REOZMB	1780	GE Spectra Ser# 17809984E/23	Diesel	\$3,655.00	1	\$50.00	1	\$ 150	1
LC031	Wastewater - SWWRF Plant (South)	1551 S. Maple Leaf Dr	Kohler	Ser# 2340830 Mod# 600REOZV	600	GE Spectra Ser# 17809984E/23	Diesel	\$935.00	1	\$50.00	1	\$ 150	1
LC032	Water - Brittany Bay Elevated	5123 1/2 Candlewood Dr	Caterpillar	Ser# 25G00347 Mod# 3116 DI	125	Manual Transfer	Diesel	\$710.00	1	\$50.00	1	\$ 150	1
LC033	Water - S. Hwy3 BPS	18530 South Hwy 3	Cummins	SER#1140746033 Mod# QSK60-16	1750	Schneider Mod# P24500T32328331-038-AX Ser# 124662C009060	Diesel	\$3,655.00	1	\$50.00	1	\$ 150	1
LC034	Water - Countryside Well Station	5929 FM 518 West	Cummins	Ser# C150807277 Mod# QSX15-G9	225	Model# ZTSD00B00600E Ser# 1687241-1	Diesel	\$785.00	1	\$50.00	1	\$ 150	1
LC035	Water - South Shore Harbour BPS	2600 FM 518 East	Smart Power	Ser# J010294264 Mod# 750DFHA-2301	750	Zenith Mod# ZTSDL100EX-7 Ser# 1402474-2	Diesel	\$1,450.00	1	\$50.00	1	\$ 150	1
LC036	Water - Northside BPS	4200 Grissom Rd	Onan	Ser# H120381263 Mod# DQFAB-1207109	1000	Cummins Mod# OTPCE-1207119 Ser# H120380864	Diesel	\$2,255.00	1	\$50.00	1	\$ 150	1
LC037	Water - Bay Ridge BPS	307 Windward Dr	Cummins	Ser# H140735481 Mod# QS87-G5-NR3	100	Mod# OTPC300 Ser# H14M733481	Diesel	\$555.00	1	\$50.00	1	\$ 150	1

Bidder Signature

Company Name

