



VENDOR AGREEMENT

This Agreement made this 12th day of ~~September~~ 2017, by and between City of League City (City), located in League City, Texas and **Stripe Lines, Inc.**, located at **5430 Killough St., Houston, Texas 77068** (Contracting Party).

City and Contracting Party agree as follows:

1. **CONTRACT TERM:** The Final term of this Agreement shall be for a period of **one (1) year(s)**, from **10/01/2017 to 9/30/2018 original contract period (ITB #15-045 dated September 22, 2015)**. City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. **CONTRACT DOCUMENTS/WORK STATEMENTS:** The provisions of **Invitation to Bid #15-045**, Contracting Party's response to ITB dated **September 22, 2015** and Exhibit A, are hereby incorporated by reference and made a part of this Agreement. To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

-The provisions of this document

Total compensation shall not exceed \$120,000.00 as indicated in the unit prices outlined in Exhibit A of the original BID response (ITB 15-045) . Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. **CONFLICT OF INTEREST:** Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. **INDEPENDENT CONTRACTOR:** This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either



party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. **NOTICES:** Any notice given under this contract by either party to the other may be effected 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.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. **SUBCONTRACTS:** Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. **TAX EXEMPTION:** City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. **CONFIDENTIALITY:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. **INTELLECTUAL PROPERTY:** Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and City against any action, claim, liability, loss or expense related to such intellectual property rights and



representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or City in a judgment or settlement.

19. INDEMNIFICATION: Contracting Party shall indemnify and hold harmless City, and each of its regents, 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 Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. INSURANCE: For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter City property, Contracting Party 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 City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City and/or the State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. 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.

23. 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.

24. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party 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 Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party 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 Contracting Party.

25. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party 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.

26. PAYMENT OF DEBT/DELINQUENCY TO STATE: Contracting Party 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. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

27. PRODUCTS AND MATERIALS PRODUCED IN TEXAS: If Contracting Party will provide services under the Agreement, Contracting Party 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.

28. TRAVEL EXPENSES: If the Agreement requires City to reimburse for travel expenses, the Contracting party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines applicable to State of Texas employees.



29. **RISK OF LOSS:** All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party'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 Contracting Party's responsibility.

30. **PUBLICITY:** Contracting Party 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.

31. **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.

32. **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.

33. **ENTIRE AGREEMENT:** This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

34. **AUTHORITY:** The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

35. **AMENDMENT:** This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

36. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF LEAGUE CITY

CONTRACTING PARTY:

Stripe Lines, Inc.

By: _____

By: Michael O'Leary

Title: _____

Title: Ops MANAGER

Date: _____

Date: 9-12-17

Department Director: _____



City of League City ITB #15-045 Roadway Markings On-call

INVITATION TO BID

Total = \$121,030.⁰⁰/_{xxx}

INVITATION TO BID
ROADWAY MARKINGS ON-CALL
BID #15-045

Due Date: Tuesday, September 22, 2015 @ 2:00 p.m.

Sealed proposal submittals must be received and time stamped by 2:00 p.m., Central Standard Time, Tuesday, September 22, 2015. (The clock located at the City Hall Receptionist's desk will be the official time.) Bids received will be opened and read aloud on this date at City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. You are invited to attend.

Please submit one (1) original of your complete bid along with one (1) electronic copy (either on a CD or flash drive) to the address listed below. The outside of the sealed envelope shall be marked with the bidder's name and Bid #15-045 – Roadway Markings On-Call

Delivery Address: City of League City
Purchasing Department
300 W. Walker Street
League City, TX 77573

Bidders assume the responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt by the City. Late bids shall not be accepted nor shall additional time be granted to any bidder. Bids may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means. The City of League City will accept **SEALED BIDS** Monday through Thursday, 8:00 a.m. – 6:00 p.m. and Friday, 8:00 a.m. - 12:00 p.m. Bids must be received before the specified hour and date of the opening.

The City reserves the right to accept or reject any and or all of the bids received or to cancel this bid in part or wholly without explanation to bidders.

Bids shall be valid for a minimum of sixty (60) days from opening date.

Inquiries regarding this bid must be emailed to Shawna Tubbs, Purchasing Manager at Shawna.Tubbs@leaguecity.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Deadline for questions is Thursday, September 17, 2015 no later than 6:00 p.m.



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of League City desires firm prices for the full contract period. It is recognized by the City of League City that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY OF LEAGUE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INCREASES

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of League City to accept manufacturer price increases, when the amount of such increases is reasonable. However, the City of League City reserves the right to obtain a different source or sources to such item or items which have been increased in price.

DECREASES

If a vendor does take advantage of this "Price Revision Clause", the City of League City will expect any decreases in cost from the manufacturer during the term of the contract to lower the city's price for such item or items.



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

1. INTRODUCTION

The City of League City (City) is soliciting bids for installation of roadway markings through a unit price on-call contract. Pricing shall be submitted as unit prices for each item detailed on bid form. The City has budgeted approximately \$95,000 for this effort for the fiscal year beginning October 1, 2015 and continuing through September 30, 2016. We would anticipate a similar amount to be budgeted for subsequent years under the option periods.

The quantities used in the bid form are just an estimate used to approximate the total work required and will be used in the comparison of the bids. The work will be paid based on specific work orders and the unit prices for the actual work. The work orders will be developed throughout the year based on needs. Each individual work order may include multiple locations but will include a minimum of \$5,000 worth of markings. An example of an initial work order would include the remarking of League City Parkway from IH 45 to Bay Area Boulevard, remarking Big League Dreams Parkway, remarking Education Village Drive, and marking Webster Street from FM 270 to Texas Avenue. As each work order is developed the contractor will work with staff to develop a schedule for the work. Typically we would anticipate work being completed within 21 days of the issuance of a work order.

The prospective bidder is encouraged to submit alternate Bids in addition to his base Bids when he considers, in his professional judgment, that such alternate (s) will be more economical and/or will improve the technical capabilities of the Work covered herein. Alternate Bids can be the result of material/part substitutions, schedule compression or extension, and changes in construction methods. Alternate Bids should be submitted along with the base Bids, but should be on separate Bids forms.

City reserves the right to award by item/site based upon many factors, including funding.

In no way shall an alternate Bids be submitted in lieu of the base Bids. Should this occur, the Bids will be considered non-responsive.

1.1 Clarification and Interpretation of ITB

- 1.1.1 The words "must" or "will" or "shall" in this ITB indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the bids.
- 1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the bids and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this ITB is to provide minimum requirements, solicit bids and gain adequate information from which the City may evaluate the Bidder's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

1.3 Projected Installation Date

The selected Vendor/Contractor will develop a project plan and timeline with the City upon award. The selected vendor/contractor will make best efforts to meet installation deadline. Installation shall be completed within 60 calendar days from the date of Notice to Proceed.

2.1 BONDS

Each Contractor, concurrent with his bid, shall submit a cashier's check, certified check of the bidder, made payable to the City of League City, or bid bond prepared by a surety authorized to do business in the State of Texas, for five percent (5%) of the full amount of the contract price. Checks or bonds of unsuccessful bidders will be returned promptly following award of contract.

The successful contractor shall provide the City of League City a Performance Bond, for the full amount of the contract price. Bond shall be executed by a surety company authorized to do business in the State of Texas and submitted to the City prior to commencement of work. In the absence of a bond, the contractor may submit a cashier's check or a certified check, for the full amount of the contract price.

2.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Bids Issued: September 9, 2015

Deadline for Submitting Questions: September 17, 2015, 6:00 p.m.

Bids Submission Deadline: September 22, 2015, 2:00 p.m.

Selection Process: September 22 – 25, 2015

Planned Award of Contract: October 13, 2015

Planned Notice to Proceed: after October 13, 2015

3 RULES GOVERNING BIDS

3.1 Contact Information

Technical inquiries and bids shall be submitted as follows:

Shawna Tubbs, CPPO, CPPB

Purchasing Manager

Email: shawna.tubbs@leaguecity.com



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

3.2 Bids Deadline

Bids shall be submitted no later than September 22, 2015 at 2:00 p.m. Bidders shall respond to the written ITB and any exhibits, attachments, or amendments. A bidder's failure to submit a bid before the deadline as required shall cause that bid to be disqualified.

Bidders assume the responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual bids receipt by the City. Late bids shall not be accepted nor shall additional time be granted to any bidder. Bids may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means. The City of League City will accept SEALED BIDS Monday through Thursday, 8:00 a.m. – 6:00 p.m. and Friday, 8:00 a.m. to noon. Bids must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time bids shall be opened and names publicly read.

3.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Texas State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Bidders. Accordingly, all bidders entering into contracts with the City shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3.4 General Proposing Parameters

3.4.1 Contingencies

Before submitting their bid, bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Bidders should include in their bids all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, not withstanding that every item or contingency is not specifically mentioned herein.

3.4.2 Insurance

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE BIDS, OR PRIOR TO AWARD OF THE BIDS. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afford by the policies above, with the minimum limits of \$1,000,000 excess of specified limits

3.4.3 Licensure

Before a contract pursuant to this ITB is signed, the Bidder must hold all necessary and applicable business and professional licenses.

3.4.4 Conflict of Interest

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity or who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed Conflict of Interest questionnaire with the City within seven (7) business days after:

- Date the person begins discussions or negotiations to enter into a contract, including submission of a bid or bids, or
- Date the person becomes aware of facts that require the statement to be filed

Additional information and the form to be used to file this notice can be found at:
www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Each Contractor must file updated questionnaires no later than September first (1st) of each year that the Contractor seeks to contract with the City, or the seventh (7th) business day after the date of an event that would render the questionnaire incomplete or inaccurate. A Contractor is not required to file a new questionnaire in any year if he has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaires shall be filed with the City of League City's Records Administrator via mail at 300 W Walker, League City, TX 77573. Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid package. Any questions about filling out this form should be directed to your attorney.

3.4.5 ITB Amendment and Cancellation

The City reserves the unilateral right to amend this ITB in writing at any time. The City also reserves the right to cancel or reissue the ITB at its sole discretion. Bidders shall respond to the final written ITB and any exhibits, attachments, and amendments.

3.4.6 Right of Rejection

Any bids received which does not meet the requirements of this ITB may be considered to be nonresponsive and the bids may be rejected. Bidders must comply with all of the terms of this ITB and all applicable State and County laws and regulations. The City may reject any bids that does not comply with all of the terms, conditions, and performance requirements of this ITB.

The City reserves the right, at its sole discretion, to waive variances in technical bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the ITB.

3.4.7 Indemnity Agreement

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement. (revised 9-15-04)

3.4.8 Severability

If any provision of this ITB is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the City and Bidders shall be construed and enforced as if the ITB did not contain the particular provision held to be invalid.

3.4.9 Non-Funding Clause

The City of League City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of League City reserves the right to terminate this contract by giving Bidder ninety (90) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

3.4.10 Permits and Codes

The selected Bidder will comply with all laws, codes, rules and regulations of the State, County, and City applicable to the work to be performed at the City's location. The Bidder, who shall pay all lawful charges, shall obtain all permits lawfully required. Cost of required City permits, if any, shall be waived.

3.4.11 Shipments

All shipments and deliveries should be made to a City-designated specific site for product staging and asset tagging.

3.4.12 Bid Withdrawal

To withdraw a bids, the Bidder must submit a written request signed by an authorized representative to the Purchasing Manager. After withdrawing a previously submitted bids, the Bidders may submit another bids at any time up to the deadline for submitting bids.

3.4.13 Bid Amendment

The City shall not accept any amendments, revisions, or alterations to bids after the deadline for bids submittal unless is formally requested, in writing, by the City.

3.4.14 Bid Errors

Bidders are liable for all errors and omissions contained in their bids. Bidders shall not be allowed to alter bids documents after the deadline for submitting a bids.

3.4.15 Incorrect Bid Information

If the City determines that a Bidder has provided incorrect information which the Bidder knew or should have known was materially incorrect, that bid shall be determined non-responsive and the bid shall be rejected.

3.4.16 Review Rights

Bids submitted may be reviewed and evaluated by any person(s) considered necessary to the decision-making process at the discretion of the City.

3.4.17 Bid Preparation Costs

The City shall not pay any costs associated with the preparation, submission, or presentation of any Bids.

3.4.18 Independent Determination

The Bidder is prohibited from submitting more than one bid. However, alternative solutions within Bidder's single response will be accepted. Submittal of more than one response shall result in the disqualification of the Bidder.

3.4.19 Public Release of Information

News releases, articles, brochures, advertisements, prepared speeches and other information released concerning this ITB, or any subsequent contract or activity related thereto, may not be made without prior written approval by the City.

3.4.20 Liability and Reserved Rights

The City reserves the right not to award a contract to any of the Bidders solicited in this ITB. The City also reserves the right to make partial awards. The ITB may be withdrawn at any time without liability or responsibility for any damages or expenses incurred by Bidders.

3.4.21 Prevailing Wages

This project requires the payment of prevailing wages as per the City of League City ordinance.

4 INSTRUCTIONS TO BIDDERS

This section outlines specific instructions for bid submissions. Bidders not adhering to these instructions shall be disqualified without further consideration.

4.1 Assignment and Subcontracting

The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor not part of the original team submitted must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior written approval from the City.

4.1.1 If awarded a contract under this ITB, The Bidder, notwithstanding the use of approved subcontractors, shall be the Prime Vendor/Contractor and shall be responsible for all work performed.

4.1.2 As part of response to this ITB, Bidder must delineate the responsibility of any and all subcontractor(s) to be utilized for this project.

4.2 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Prime Vendor/Contractor or its subcontractors for cause.

4.3 Supplemental Terms and Conditions/Modifications

Supplemental terms and conditions and modifications will be made via the Contract document, which will be negotiated with the successful Bidder.

4.4 Standard Contract Information

4.4.1 The ITB and the Bidder selection processes do not obligate the City and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Bidder or any Vendor/Contractor. Contract award and City obligations pursuant thereto shall commence only after the contract is signed by the successful Bidder and the City's designee and after the contract is signed by all other City officials as required by City ordinances and regulations to establish a legally binding contract.

4.4.2 Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by City ordinances and regulations. Under no conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the Bidder, even work done in good faith and even if the Bidder is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City officials.

4.4.3 This ITB and the successful bids shall be incorporated into the final contract.

- 4.4.4 The successful Bidder shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the City may inspect those areas of the Bidder's place of business that are related to the performance of the contract. If the City requires such an inspection, the Bidder shall provide reasonable access and assistance.
- 4.4.5 During the course of this contract, the City may request the Bidder to perform additional work for which the Bidder would be compensated. That work shall be within the general scope of this ITB. In such instances, the City shall provide the Bidder a written description of the additional work and the Bidder shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates include in the Bidder's Response to this ITB. If the City and the Bidder reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Bidder and the City's designee and be approved by other City officials as required by City laws and regulations. The Bidder shall not commence additional work until the City has issued a written contract amendment and secured all required approvals.
- 4.4.5.1 The City reserves the right to make an award without further discussion of any bids submitted.
- 4.4.5.2 The apparent best-valued Bidder shall be prepared to enter into a contract with the City. If a Bidder fails to sign and return the contract drawn pursuant to this ITB and final contract negotiations within 14 days of its delivery to the Bidder, the City may determine, at its sole discretion that the Bidder is non-responsive to the terms of this ITB and reject the bids.
- 4.4.5.3 Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

5. SCOPE OF WORK

- 5.1 The City of League City is seeking qualified vendors to provide roadway markings to be located in TXDOT/City of League City Right-of-Way corridors along various specified streets or in municipal parking lots in League City, Texas. The work will install markings in accordance with the TMUCD and/or drawing and sketches and specifications provided by League City.

Contractor is required to provide construction as well as use the stamped approved prints for permitting purposes.

Contractor shall furnish all labor, supervision, subcontractors, construction equipment, transportation, licenses, taxes, safety supplies, consumable supplies, all materials and all other incidental items and cost required to complete the Project in accordance with the Contract Documents. Contractor shall obtain all the necessary governmental and Rights-of-Way owner's approvals to complete the Project in accordance with the Construction Documents from the City of League City. During progress of the work, Contractor shall comply with the construction standards contained herein and develop additional specifications as required to include special instructions from manufacturers, fabricators or suppliers as well as special construction requirements of TXDOT and the City of League City or authorities having jurisdiction over the Work or Work Areas.



5.2 DRAWINGS

The Work shall be performed in accordance with the TMUTCD, TxDOT specifications and/or drawing provided by League City.

5.3 SPECIFICATIONS

5.3.1 The Work shall be coordinated and performed in accordance with the specifications provided by City of League City and TxDOT. All items not identified in Specifications shall be performed in accordance with the specifications contained herein.

5.4 MATERIALS

Contractor shall furnish and place all materials required for the complete performance of the Work except for materials provided by the individual Carriers.

ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.

5.4.1 The receipt of all materials shall be construed as conclusive evidence that the Contractor has made all necessary examination and inspections, and is satisfied as to the quality and quantity of materials received.

5.4.2 Any and all materials that may become lost, stolen or damaged shall be replaced by the Contractor at his sole expense, and any delay incurred shall not be cause for an extension in time.

5.4.3 All unused materials supplied by City of League City but not used in the completion of the work shall be returned to provider within fourteen (14) days after the completion of the Contract. Coordination for the transportation of these unused materials is the sole responsibility of the contractor.

6.0 PERMITS

6.1 Contractor will obtain permits from departments and/or agencies of Cities, Counties, States, Federal Government, Railroad or other entities, which provide for the placing of pipes and/or cable under ditches, tracks and roads and placing pipes and/or cable along and within public or private road rights of way and railroad rights of way.

6.2 Contractor shall obtain additional permits, if required, for equipment access or movement on public roads and railroads. Copies of such permits shall be furnished to all involved parties.

6.3 All traffic control, if applicable, shall be in accordance with local, state TMUTCD, county, or permitting agency laws, regulations, and requirements, and will be the contractor's responsibility.

7.0 SAFETY AND PRECAUTIONS

7.1 All personnel are required to abide by all rules and regulations set forth in each utilities Safety Requirements, railroad safety code and Governing Jurisdiction.

7.2 The Work under this Contract will be constructed along rights of way that may contain existing and operational utilities. **The Contractor shall be fully responsible for locating existing utilities and for compliance with the requirements of any Statewide and/or Local area "One Call" program or agency prior to the start of any construction activity being performed under this Contract.** Extreme care must be exercised to avoid hitting or causing damage to any subsurface structures. It shall be the responsibility of the Contractor to timely notify the owners of

subsurface plant (**plus those agencies not associated with the City & Statewide and/or Local "One Call" program or agency**) in advance of any excavation, boring or placing work and the Contractor shall locate and expose by hand all existing subsurface plant. Any damage caused by the Contractor shall be repaired by the Contractor at his sole expense and any delay incurred shall not be cause for an extension in time of the Contract. If damage to live communication cables occurs, Contractor will be charged for the repair by utility owner.

- 7.3 Contractor shall be responsible for the protection and maintenance of public and private properties. Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other subsurface structures uncovered or otherwise affected by the work.
- 7.4 Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges or other public or private property or facility, regardless of location or character, which may be caused by the work, or by moving, hauling or otherwise transporting equipment, materials or workers to or from work or any site thereof, whether by the Contractor or subcontractors.
- 7.5 During all phases of construction, the Contractor shall maintain work areas in a neat and orderly manner. Construction equipment, material and supplies that are stored on the right of way shall not restrict access to such right of way or the right of way itself.

8.0 SECURITY

- 8.1 Contractor is responsible for all security required to protect his warehouse, laydown, and staging area and the Outside Plant Work. Security shall also include traffic control where required including the use of off duty police officers.

9.0 STAKING AND SCHEDULING

- 9.1 All staking will be provided by awarded contractor. Required right of way clearing shall be completed prior to staking; therefore, the Contractor shall coordinate all clearing operations and placing operations with the City of League City Public Works Supervisor to avoid delays and interference.
- 9.2 Contractor will provide railroad, flagmen and signalmen as required; however, the Contractor shall be required to coordinate its needs for such signalmen and flagmen with all Carriers and the railroad.
 - a) In addition to the Scheduling Requirements in the General Provisions, upon request the Contractor shall also submit, to the Project Supervisor, daily/weekly crew assignment reports specifying crew and crew composition and work location.

10.0 SPECIAL CONSIDERATIONS

- 10.1 All waste and/or abandoned materials to be removed shall be disposed of at a "Recognized Dump Facility" in the area as designated by the local governing authority.
- 10.2 When working in the vicinity of a handhole, manhole, or splice location on an existing Carriers fiber optic system, all conduit/cable sweeps into the handhole/manhole/splice box must be hand exposed for their entire length. This exposure must be done until the inspector is satisfied that the entire sweep has been exposed and identified. Potholing only is not sufficient in this situation. This will also include the opening of all handholes for verification of cable routing information.



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

- 10.3 Bidder understands that a standard work week is defined as six (6), ten (10) hour work per week (Monday through Saturday). Unless restricted by permitting requirements. Contractor shall schedule crews as such and unit prices shall be inclusive of any and all overtime required.
- 10.4 When completing the project the contractor is responsible for leaving the Right-of-Way in as good or better condition as original.

11. SUBCONTRACTOR LIST

ALL BIDDERS MUST SUBMIT LIST OF PROPOSED SUBCONTRACTORS WITH BIDS. The list must include the name, business addresses, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the contract. No subcontractor doing work in excess of 0.5 percent of the total amount of the bid who is not listed shall be used without the written approval of the City. (Additional supporting data may be attached to this page.) For the bids opening, this information may be provided in handwritten form. Within two business days of the opening of bids, Bidder shall provide a typewritten list of subcontractors to the City's Project Manager.

12. WARRANTY

At a minimum, roadway markings shall carry a one (1) year minimum manufacturer's warranty.

13. REFERENCES/ SIMILAR PROJECT LIST

Not less than three similar projects should be listed. Include name of client, and contact information with email address.

**INVITATION TO BID**

City of League City ITB #15-045 Roadway Markings On-call

BID FORM (Page 1 of 2)**Unit Price Bid form for Roadway Markings**

This bid form shall be used to compare bids and to establish unit prices for actual work performed on work orders. Installation shall follow TMUTCD, City of League City striping details and shall conform to TxDOT Item 644, 666, 668, 672, 677, and 678. All traffic control for this project shall conform to TMUTCD.

Description	UOM	Quantity	Unit Price	Cost
Mobilization and Traffic Control Complete in Place per each work order	EA	10	500. ⁰⁰	5,000. ⁰⁰
Install Prefab Pav Mrk TY B (W) (4") (BRK)	LF	10,000	.50	5000. ⁰⁰
Install Prefab Pav Mrk TY A (W) (4") (SLD)	LF	600	.50	300. ⁰⁰
Install Prefab Pav Mrk TY C (Y) (4") (SLD)	LF	30,000	.50	15,000. ⁰⁰
Install Prefab Pav Mrk TY A (W) (8") (SLD)	LF	600	1.20	720. ⁰⁰
Install Prefab Pav Mrk TY A (W) (12") (SLD)	LF	2,500	2.65	6625. ⁰⁰
Install Prefab Pav Mrk TY A (W) (24") (SLD)	LF	1,000	5.00	5000. ⁰⁰
Install Prefab Pav Mrk TY C (Y) (24") (SLD)	LF	400	5.00	2000. ⁰⁰
Install Prefab Pav Mrk TY A (W) (WORD) incl surf prep	EA	15	150. ⁰⁰	2250. ⁰⁰
Install Prefab Pav Mrk TY A (W) (ARROW) incl surf prep	EA	30	150. ⁰⁰	4500. ⁰⁰
Install Prefab Pav Mrk TY C (Y) (Median Nose) incl surf prep	EA	30	120. ⁰⁰	3600. ⁰⁰
Install Refl Pav Mrk (2-say) TY II-R-C	EA	1,000	4.00	4,000. ⁰⁰
Install Non-Refl Pav Mrk TY I-A	EA	200	4.00	800. ⁰⁰
Install Refl Pav Mrk (2-way) TY II-A-A	EA	8,500	4.00	34,000. ⁰⁰
Eliminate Ext Pav Mrk & Marks	LF	40,000	.45	18,000. ⁰⁰
Pav Surf Prep for Mrks (4")	LF	40,000	.04	1600. ⁰⁰
Pav Surf Prep for Mrks (12")	LF	2,500	.15	375. ⁰⁰
Pav Surf Prep for Mrks (24")	LF	1,400	.20	280. ⁰⁰
TOTAL				\$ 109,050.⁰⁰

TOTAL

Nicholas Olin
Bidder Signature

9-22-15
Date

* TY A, B, C was Bid as TY I item **
Prepared price per item 666 TxDOT Spec

-per Earl Smith.



INVITATION TO BID

City of League City ITB #15-045 Roadway Markings On-call

BID FORM (Page 2 of 2)

Unit Price Bid form for Roadway Markings

This bid form shall be used to compare bids and to establish unit prices for actual work performed on work orders. Installation shall follow TMUTCD, City of League City striping details and shall conform to TxDOT Item 644, 666, 668, 672, 677, and 678. All traffic control for this project shall conform to TMUTCD.

Description	UOM	Quantity	Unit Price	Cost
Install Refl Pav Mrk TY I (W) (4") (BRK)	LF	4,000	.50	2,000.00
Install Refl Pav Mrk TY I (B) (6") (BRK)	LF	4,00	.95	380.00
Install Refl Pav Mrk TY I (Y) (4") (SLD)	LF	12,000	.50	6000.00
Install Refl Pav Mrk TY I (Y) (Median Nose) incl surf prep	EA	30	120.00	3600.00
SITE TOTAL				11,980.00

Grand total = \$121,030.00

Stripe-A-line, Inc.

9-22-2015

Firm Name

Date

Nicholas Olivas

Operations Manager

Authorized Signature

Title

Nicholas Olivas

832-908-7830

Name (please print)

Telephone

Nick@stripealinetx.com

Email

5430 Killough ST.

Address

Houston

TX

77086

City

State

Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Plummer CIC
Rust Ewing Watt and Haney, Inc.	PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883
7900 Emmett Lowry Expressway	E-MAIL ADDRESS: amanda_plummer@rustewing.com
Texas City TX 77591	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Colony Insurance Co NAIC # 39993
Stripe-A-Line, Inc.	INSURER B: Imperium Insurance Company 35408
5430 Killough St	INSURER C: Alterra America Insurance Co. 21296
Houston TX 77086	INSURER D: Great American Ins Co of N Y 22136
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15-16 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		103 GL 0002929-01	3/14/2015	3/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ILR18-00713-00	3/14/2015	3/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		MKLA40LE100070	3/14/2015	3/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Leased & Rented Equipment		IMP 066-61-01-01	3/14/2015	3/14/2016	Per Item \$25,000 Any One Loss \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability & Auto policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability

CERTIFICATE HOLDER

CANCELLATION

City of League City Purchasing Department 300 W Walker Street League City, TX 77573	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Blackshear Jr. CIC/ <i>J Blackshear Jr.</i>

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COMMENTS/REMARKS

have been exhausted. The Excess Liability follows form over the General Liability only.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TDECU Insurance Agency LLC 1235 North Loop West #1100 Houston TX 77008		CONTACT NAME: Marlene Fletcher PHONE (A/C No. Ext): 281-501-6507 FAX (A/C No.): 281-501-6515 E-MAIL ADDRESS: mfletcher@tdecuinsurance.org	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Texas Mutual Insurance Company	22945
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 WC only for **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	TSF0001220789	2/12/2015	2/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ITB #15-045 Roadway Markings on-call

Workers Compensation policy includes a blanket automatic Waiver of Subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

CANCELLATION

City of League City Purchasing Department 300 W. Walker Street League City, TX 77573	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE S Margraves/MARLEN