



## **STANDARD AGREEMENT**

(version 9-9-2019)

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

### **Terms:**

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **City-Wide Generator 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.
2. **Term and Termination:** This Agreement shall commence on **October 1, 2019** and shall expire on **September 30, 2022**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, 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, 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.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$300,915** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. 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. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.



5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **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 (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within 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, 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, 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 City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf 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 City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of 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 City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its 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 City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.



10. **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 formation; 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.
11. **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.
12. **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 City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, 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.
14. **Force Majeure:** Neither 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 solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement 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 notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the 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.
17. **State and/or City 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 or the



City's internal auditor (collectively, the "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.

18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **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 City and 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 City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding 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.
21. **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.
22. **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.
23. **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.
24. **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, bearing such loss or damage will be Contractor's responsibility.
25. **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.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **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"). Any 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.

28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **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 City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that 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. 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.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the 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.
32. **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 of the Texas Government Code.

*(signature block on next page)*

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

LAND AND 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/Payment Schedule  
(There are 6 pages for Exhibit A, including this page)

See Next Page





**BID COVER SHEET**

**DUE DATE: Tuesday, September 10, 2019 by 11:00 a.m.**

Generator Types and Locations								Year 1					
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	\$175.00	1
LC002	EMS	260 FM 270 South	Kohler	Mod# 30RZGB	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC003	Facilities - Fire Station 1	601 2nd Street	Kohler	Mod# 30RZ62	200	Kohler 200REZG	Natural Gas	\$395.00	1	\$50.00	1	\$175.00	1
LC004	Facilities - Fire Station 2	2120 Hobbs Road	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC005	Facilities - Fire Station 3	3575 FM 518 East	Kohler	Mod# 30RZ62	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC006	Facilities - Fire Station 4	175 Bay Area Blvd	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	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	\$175.00	1
LC009	Facilities - Public Works	1535 Dickinson Avenue	Onan / Genset	Mod# 100.DGD8	100	Onan OT 150	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC010	Facilities - Radio Tower Building	601 West Walker	Kohler	Serial#0762216 Model#30RZGB			Natural Gas	\$305.00	1	\$50.00	1	\$175.00	1
LC011	Facilities - Public Safety Bldg	555 Walker	Cummins	7500QCB		L130610260	Diesel	\$1450.00	1	\$50.00	1	\$525.00	3
LC012	Facilities - Public Safety Bldg	555 Walker	Cummins	7500FLC		25382854	Natural Gas	\$1410.00	1	\$50.00	1	\$525.00	3
LC013	Wastewater - Victory Lakes Lift Station	1502 1/2 FM 646	Cummins	Ser# A110184245 Mod# DQAAA-6265571	250	Cummins OTPCECA34X594	Diesel	\$785.00	1	\$50.00	1	\$175.00	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	\$175.00	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	\$175.00	1
LC016	Wastewater - West Main Lift Station	2998 1/2 West Main	Cummins	Ser# A110184246 Mod# DQAAA-6265571	250	Cummins OTPCC6121345 Ser#J100163959	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC017	Wastewater - Clear Creek Village Lift Station	1741 1/2 Claiborne St	Cummins	Ser# G180387400 Mod# CS0 D6	50	Eaton KPG30549 Ser#J100163960	Diesel	\$335.00	1	\$50.00	1	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	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	\$175.00	1
LC026	Wastewater - N. Service Area Lift Station	2304 W NASA Rd	Cummins	Ser# D130493771 Mod# DSGAA-1325767	100	Cummins Ser# D130486235 Mod# OTCB-1325766	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC027	Wastewater - DSWWTP (Mobile)	703 North Wisconsin	Cummins	Ser# Mod# DGF0-5676620	175	Mobile Unit-No Switch Ser#F040660350	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC028	Wastewater - DSWWTP Plant (West)	703 North Wisconsin	Cummins	Ser# B090233033 Mod# DQAAA-7596686	1250	Square D Ser#XBTGT6330	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC029	Wastewater - DSWWTP Plant (East)	703 North Wisconsin	Cummins	Ser# A010193064 Mod# 1250 DFLC-1855	1250	Square D Ser#45-14514155-06	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC030	Wastewater - SSWRF Plant (North)	1551 S. Maple Leaf Dr	Kohler	Ser# 2343305 Mod# 1750REOZMB	1780	GE Spectra Ser#17809984E/23	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC031	Wastewater - SSWRF 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	\$175.00	1
LC032	Water - Brittany Bay Elevated	5123 1/2 Candlewood Dr	Caterpillar	Ser#25C00347 Mod# 3116 DI	125	Manual Transfer	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC033	Water - S. Hwy3 BPS	18530 South Hwy 3	Cummins	SER#L140746033 Mod#QSK60-16	1750	Schneider Mod#P24500732328331-038-AX Ser#124662009060	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC034	Water - Countryside Well Station	5929 FM 518 West	Cummins	Ser#C150807277 Mod#QSK15-G9	225	Mod#Z150008006000E Ser#1687241-1	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC035	Water - South Shore Harbour BPS	2600 FM 518 East	Smart Power	Ser# J010294264 Mod# 7500FHA-2301	750	Zenith Mod# Z1SOL1000E-7 Ser# 1402474-2	Diesel	\$1450.00	1	\$50.00	1	\$175.00	1
LC036	Water - Northside BPS	4200 Grissom Rd	Onan	Ser# H120381263 Mod# DQFAB-1207109	1000	Cummins Mod# OTCPE-1207119 Ser# H120380864	Diesel	\$2255.00	1	\$50.00	1	\$175.00	1
LC037	Water - Bay Ridge BPS	307 Windward Dr	Cummins	Ser# H140735481 Mod# QSB7-G5-NR3	100	Mod#OTPC300 Ser#H14N733481	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC038	Water - Walker Well Station	700 W. Walker	Cummins	Ser# H140735367 Mod# QSB7-G5-NR3	175	Mod#OTPC300 Ser#H14N733482	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC039	Water - Meadowbend BPS	2819 Woodhollow Dr	Cummins	Ser#H140735361 Mod# QSB7-G5-NR3	150	Mod#OTPC300 Ser#H14N733483	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC040	Water - East Side Elevated	7503 South Shore Blvd	Cummins	Ser# 79946752 Mod#QSK15-G9	515	Mod#OTPC-1619839 Ser#E16M88842	Diesel	\$1350.00	1	\$50.00	1	\$175.00	1
LC041	Water - Calder BPS	2696 Calder Rd	Cummins	Ser# Z30605206 Mod# QSK-50-G4	1352	Mod#ZTS000800200E Ser# 150293258-10-1	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
SUBTOTALS								\$40,605.00		\$2000.00		\$7700.00	
Year 1 Total												\$50,305.00	





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Hourly Rate	Year 1
Regular Business Hours	\$70.00 /hr
Emergency After Hours	\$105.00 /hr
Holiday Hours	\$140.00 /hr
Percentage Mark Up	Year 1
% Above Actual Repair Part Costs	Cost Plus %10
List level of Factory Training on above items. Include extra pages if necessary.	

Generator Types and Locations								Year 2					
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	\$175.00	1
LC002	EMS	260 FM 270 South	Kohler	Mod# 30RZGB	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC003	Facilities - Fire Station 1	601 2 <sup>nd</sup> Street	Kohler	Mod# 30RZ62	200	Kohler 200REZX	Natural Gas	\$395.00	1	\$50.00	1	\$175.00	1
LC004	Facilities - Fire Station 2	2120 Hobbs Road	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC005	Facilities - Fire Station 3	3575 FM 518 East	Kohler	Mod# 30RZ62	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC006	Facilities - Fire Station 4	175 Bay Area Blvd	Kohler	Mod# 30RZ62	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	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	\$175.00	1
LC009	Facilities - Public Works	1535 Dickinson Avenue	Onan / Genset	Mod# 100.DGDB	100	Onan OT 150	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC010	Facilities - Radio Tower Building	601 West Walker	Kohler	Serial#0782216 Model#30RZG			Natural Gas	\$305.00	1	\$50.00	1	\$175.00	1
LC011	Facilities - Public Safety Bldg	555 Walker	Cummins	750DQCB		L130610260	Diesel	\$1450.00	1	\$50.00	1	\$525.00	3
LC012	Facilities - Public Safety Bldg	555 Walker	Cummins	750GFLC		25382854	Natural Gas	\$1410.00	1	\$50.00	1	\$525.00	3
LC013	Wastewater - Victory Lakes Lift Station	1502 1/2 FM 646	Cummins	Ser# A110184245 Mod# DQAAA-6265571	250	Cummins OTCPC6121337 Ser# J100163948	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC014	Wastewater - Bay Colony 14-15 Lift Station	5551 1/2 FM 646	Cummins	Ser# K100171948 Mod# DSHAB-6121339	175	Cummins OTCPC6121337 Ser# J100163950	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC015	Wastewater - Westover Park Lift Station	5401 1/2 Brittany Bay Blvd	Cummins	Ser# K100171949 Mod# DSHAB-6121339	175	Cummins OTCPC6121337 Ser# J100163950	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC016	Wastewater - West Main Lift Station	2998 1/2 West Main	Cummins	Ser# A110184246 Mod# DQAAA-6265571	250	Cummins OTCPC6121345 Ser# J100163959	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC017	Wastewater - Clear Creek Village Lift Station	1741 1/2 Claiborne St	Cummins	Ser# G180387400 Mod# C50 D6	50	Eaton KPG30549 Ser# J100163960	Diesel	\$335.00	1	\$50.00	1	\$175.00	1
LC018	Wastewater - East Main Lift Station	2651 FM 2094	Cummins	Ser# K100172226 Mod# DSHAB-6236495	175	Cummins OTCPC6121337 Ser# J100163946	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC019	Wastewater - South Shore 3 Lift Station	2600 Pebble Beach	Cummins	Ser# K100169596 Mod# D5FAE-6121347	80	Cummins OTCPC6121349 Ser# J100163961	Diesel	\$380.00	1	\$50.00	1	\$175.00	1
LC020	Wastewater - Glen Cove Lift Station	506 Seminole	Cummins	Ser# K100171947 Mod# DSHAB-6121339	175	Cummins OTCPC6121337 Ser# J100163951	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC021	Wastewater - Smith Ln Lift Station	2850 FM 518	Cummins	Ser# K100172219 Mod# DSGAB-6121351	125	Cummins OTCPC6121337 Ser# J100163949	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC022	Wastewater - Meadow Bend STP Lift Station	3029 1/2 Keva Glen	Cummins	Ser# K100172220 Mod# DSGAB-6121351	125	Cummins OTCPC6121341 Ser# J100163955	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC023	Wastewater - Hewitt Rd Lift Station	2551 1/2 Hewitt Rd	Cummins	Ser# K100171946 Mod# DSHAB-6121339	175	Cummins OTCPC6121337 Ser# J100163947	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC024	Wastewater - Butler Rd Lift Station	1220 Butler Road	Cummins	Ser# K080222736 Mod# DSGAC-7482642	150	Cummins OTCPC300 Ser# K080219096	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC025	Wastewater - Bay Ridge Lift Station	404 Bay Crest	Cummins	Ser# K100172217 Mod# DSGAA-6121353	100	Cummins OTCPC6121341 Ser# J100163956	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC026	Wastewater - H. Service Area Lift Station	2304 W NASA Rd	Cummins	Ser# D130491771 Mod# DSGAA-1325767	100	Cummins Ser# D130486235 Mod# OTCPC-1325266	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC027	Wastewater - DSWWTP (Mobile)	703 North Wisconsin	Cummins	Ser# Mod# DGF8-5676620	175	Mobile Unit-No Switch Ser# F040603050	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC028	Wastewater - DSWWTP Plant (West)	703 North Wisconsin	Cummins	Ser# B090233033 Mod# DQAAA-7596686	1250	Square D Ser# XBTGT6330	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC029	Wastewater - DSWWTP Plant (East)	703 North Wisconsin	Cummins	Ser# A010193064 Mod# 1250 DFLC-1855	1250	Square D Ser# 45-14514155-06	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC030	Wastewater - SSWRF Plant (North)	1551 S. Maple Leaf Dr	Kohler	Ser# 2343305 Mod# 1750RE02M8	1780	GE Spectra Ser# 17809984E/23	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC031	Wastewater - SSWRF Plant (South)	1551 S. Maple Leaf Dr	Kohler	Ser# 2340830 Mod# 600RE02V	600	GE Spectra Ser# 17809984E/23	Diesel	\$935.00	1	\$50.00	1	\$175.00	1
LC032	Water - Brittany Bay Elevated	5123 1/2 Candlewood Dr	Caterpillar	Ser# 25C00347 Mod# 3116 D1	125	Manual Transfer	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC033	Water - S. Hwy3 BPS	18530 South Hwy 3	Cummins	SER#H140746033 Mod# QSK60-16	1750	Schneider Mod# P24500T32328331-038-AX Ser# 124662C009060	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC034	Water - Countryside Well Station	5929 FM 518 West	Cummins	Ser# C130807277 Mod# QSK15-G9	225	Model# Z1SD00800600E Ser# 1687241-1	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC035	Water - South Shore Harbour BPS	2600 FM 518 East	Smart Power	Ser# J010294264 Mod# 750DFHA-2301	750	Zenith Mod# Z1SD1100EX-7 Ser# 1402474-2	Diesel	\$1450.00	1	\$50.00	1	\$175.00	1
LC036	Water - Northside BPS	4200 Grissom Rd	Onan	Ser# H120381263 Mod# DQFAB-1207109	1000	Cummins Mod# OTCPC-1207119 Ser# H120380854	Diesel	\$2255.00	1	\$50.00	1	\$175.00	1
LC037	Water - Bay Ridge BPS	307 Windward Dr	Cummins	Ser# H140735481 Mod# QSB7-G5-NR3	100	Mod# OTCPC300 Ser# H140733481	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC038	Water - Walker Well Station	700 W. Walker	Cummins	Ser# H140735367 Mod# QSB7-G5-NR3	175	Mod# OTCPC300 Ser# H140733482	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC039	Water - Meadowbend	2819 Woodhollow Dr	Cummins	Ser# H140735361 Mod# QSB7-G5-NR3	150	Mod# OTCPC300 Ser# H140733483	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC040	Water - East Side Reservoir	7503 South Shore Blvd	Cummins	Ser# 79946752 Mod# QSK15-G2	515	Mod# OTCPC-1619839 Ser# E16M988842	Diesel	\$1350.00	1	\$50.00	1	\$175.00	1





LC41	Water - Calder BPS	2896 Calder Rd	Cummins	Ser# 250605206 Mod# QSK-50-G4	1352	Mod# ZTSD00800200E Ser#150293258-10-1	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
SUBTOTALS								\$40,605.00		\$2000.00		\$7700.00	
								Year 2 Total				\$50,305.00	
Hourly Rate								Year 1					
Regular Business Hours								\$70.00 /hr					
Emergency After Hours								\$105.00 /hr					
Holiday Hours								\$140.00 /hr					
Percentage Mark Up								Year 1					
% Above Actual Repair Part Costs								Cost Plus %10					
List level of Factory Training on above items. Include extra pages if necessary.													

Generator Types and Locations								Year 3					
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# 230.00FAB	230	Onan	Diesel	\$580.00	1	\$50.00	1	\$175.00	1
LC002	EMS	260 FM 270 South	Kohler	Mod# 30RZG0	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC003	Facilities - Fire Station 1	601 2nd Street	Kohler	Mod# 30RZG2	200	Kohler 200REZG	Natural Gas	\$395.00	1	\$50.00	1	\$175.00	1
LC004	Facilities - Fire Station 2	2120 Hobbs Road	Kohler	Mod# 30RZG2	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC005	Facilities - Fire Station 3	3575 FM 518 East	Kohler	Mod# 30RZG2	150	Kohler 150REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	1
LC006	Facilities - Fire Station 4	175 Bay Area Blvd	Kohler	Mod# 30RZG2	125	Kohler 125REZG	Natural Gas	\$345.00	1	\$50.00	1	\$175.00	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	\$175.00	1
LC009	Facilities - Public Works	1535 Dickinson Avenue	Onan / GenSet	Mod# 100.DGDB	100	Onan OT 150	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC010	Facilities - Radio Tower Building	601 West Walker	Kohler	Ser#10762215 Mod#30RGZ			Natural Gas	\$305.00	1	\$50.00	1	\$175.00	1
LC011	Facilities - Public Safety Bldg	555 Walker	Cummins	750DQCB		L130610260	Diesel	\$1450.00	1	\$50.00	1	\$525.00	3
LC012	Facilities - Public Safety Bldg	555 Walker	Cummins	750DGLC		25382854	Natural Gas	\$1410.00	1	\$50.00	1	\$525.00	3
LC013	Wastewater - Victory Lakes Lift Station	1502 1/2 FM 646	Cummins	Ser# A110184245 Mod# DQDAA-6265571	250	Cummins OTPCCEA340594	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC014	Wastewater - Bay Colony 14-15 Lift Station	5551 1/2 FM 646	Cummins	Ser# K100171948 Mod# DSHAB-6121339	175	Cummins OTPCCE6121337 Ser#1100163948	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC015	Wastewater - Westover Park Lift Station	5401 1/2 Britanny Bay Blvd	Cummins	Ser# K100171949 Mod# DSHAB-6121339	175	Cummins OTPCCE6121337 Ser#1100163950	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC016	Wastewater - West Main Lift Station	2998 1/2 West Main	Cummins	Ser# A110184246 Mod# DQDAA-6265571	250	Cummins OTPCCE6121345 Ser#1100163959	Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC017	Wastewater - Clear Creek Village Lift Station	1741 1/2 Claiborne St	Cummins	Ser# G180387400 Mod# CS0 D6	50	Eaton KPG30549 Ser#1100163960	Diesel	\$335.00	1	\$50.00	1	\$175.00	1
LC018	Wastewater - East Main Lift Station	2651 FM 2094	Cummins	Ser# K100172226 Mod# DSHAB-6236495	175	Cummins OTPCCE6121337 Ser#1100163946	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC019	Wastewater - South Shore 3 Lift Station	2600 Pebble Beach	Cummins	Ser# K100169596 Mod# DSAE-6121347	80	Cummins OTPCCE6121349 Ser#1100163961	Diesel	\$380.00	1	\$50.00	1	\$175.00	1
LC020	Wastewater - Glen Cove Lift Station	506 Seminole	Cummins	Ser# K100171947 Mod# DSHAB-6121339	175	Cummins OTPCCE6121337 Ser#1100163951	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC021	Wastewater - Smith Ln Lift Station	2850 FM 518	Cummins	Ser# K100172219 Mod# DSGAB-6121351	125	Cummins OTPCCE6121337 Ser#1100163949	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC022	Wastewater - Meadow Bend STP Lift Station	3029 1/2 Keva Glen	Cummins	Ser# K100172220 Mod# DSGAB-6121351	125	Cummins OTPCCE6121341 Ser#1100163955	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC023	Wastewater - Hewitt Rd Lift Station	2551 1/2 Hewitt Rd	Cummins	Ser# K100171946 Mod# DSHAB-6121339	175	Cummins OTPCCE6121337 Ser#1100163947	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC024	Wastewater - Butler Rd Lift Station	1220 Butler Road	Cummins	Ser# K08022726 Mod# DSGAC-7482642	150	Cummins OTPC300 Ser#1080218096	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC025	Wastewater - Bay Ridge Lift Station	404 Bay Crest	Cummins	Ser# K100172217 Mod# DSGAA-6121353	100	Cummins OTPCCE6121341 Ser#1100163956	Diesel	\$555.00	1	\$50.00	1	\$175.00	1
LC026	Wastewater - IL 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	\$175.00	1
LC027	Wastewater - DSWWTP (Mobile)	703 North Wisconsin	Cummins	Ser# Mod# DGF6-5676620	175	Mobile Unit-No Switch Ser#F040660350	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC028	Wastewater - DSWWTP Plant (West)	703 North Wisconsin	Cummins	Ser# B090233033 Mod# DQGA-7596686	1250	Square D Ser#XBTGT6330	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC029	Wastewater - DSWWTP Plant (East)	703 North Wisconsin	Cummins	Ser# A010193064 Mod# 1250 DFLC-1855	1250	Square D Ser#45-14514155-06	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
LC030	Wastewater - SWWRP Plant (North)	1551 S. Maple Leaf Dr	Kohler	Ser# 2343305 Mod# 1750REOZH8	1780	GE Spectra Ser#17809994E/23	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC031	Wastewater - SWWRP Plant (South)	1551 S. Maple Leaf Dr	Kohler	Ser# 2340830 Mod# 600REOZV	600	GE Spectra Ser#17809994E/23	Diesel	\$935.00	1	\$50.00	1	\$175.00	1
LC032	Water - Britanny Bay Elevated	5123 1/2 Candlewood Dr	Caterpillar	Ser#25G00347 Mod# 3116 DI	125	Manual Transfer	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC033	Water - S. Hwy3 BPS	18530 South Hwy 3	Cummins	Ser#1140746033 Mod# QSK60-16	1750	Schneider Mod#P24500732328331-038-AX Ser#124662C009060 Mod#Z1SLCB00600E Ser#1687241-1	Diesel	\$3655.00	1	\$50.00	1	\$175.00	1
LC034	Water - Countryside Well Station	5929 FM 518 West	Cummins	Ser#CL150807277 Mod#QSK15-G9	225		Diesel	\$785.00	1	\$50.00	1	\$175.00	1
LC035	Water - South Shore Harbour BPS	2600 FM 518 East	Smart Power	Ser# J010294264 Mod# 750DFW-2301	750	Zenith Mod# ZTSD100EX-7 Ser#1402474-2	Diesel	\$1450.00	1	\$50.00	1	\$175.00	1
LC036	Water - Northside BPS	4200 Grissom Rd	Onan	Ser# H120381263 Mod# DQFAB-1207109	1000	Cummins Mod# OTPCE-1207119 Ser# H120380864 Mod#OTPC300 Ser#H14M73481	Diesel	\$2255.00	1	\$50.00	1	\$175.00	1
LC037	Water - Bay Ridge BPS	307 Windward Dr	Cummins	Ser# H140735481 Mod# QSB7-G5-NR3	100		Diesel	\$555.00	1	\$50.00	1	\$175.00	1



LC038	Water - Walker Well Station	700 W. Walker	Cummins	Ser# H140735367 Mod# QS87-G5-NR3	175	Mod#OTPC300 Ser#414M733482	Diesel	\$735.00	1	\$50.00	1	\$175.00	1
LC039	Water - Meadowbend BPS	2819 Woodhollow Dr	Cummins	Ser#H140735361 Mod# QS87-G5-NR3	150	Mod#OTPC300 Ser#H14M733483	Diesel	\$710.00	1	\$50.00	1	\$175.00	1
LC40	Water - East Side Elevated	7503 South Shore Blvd	Cummins	Ser# 79946752 Mod#QSX15-G9	515	Mod#OTPC-1619839 Ser#E16M988842	Diesel	\$1350.00	1	\$50.00	1	\$175.00	1
LC41	Water - Calder BPS	2696 Calder Rd	Cummins	Ser# 250605206 Mod# CSK-50-G4	1352	Mod#ZTS000800200E Ser#150293258-10-1	Diesel	\$2485.00	1	\$50.00	1	\$175.00	1
SUBTOTALS								\$40,605.00		\$2000.00		\$7700.00	
								Year 3 Total				\$50,305.00	
Hourly Rate								Year 1					
Regular Business Hours								\$70.00 /hr					
Emergency After Hours								\$105.00 /hr					
Holiday Hours								\$140.00 /hr					
Percentage Mark Up								Year 1					
% Above Actual Repair Part Costs								Cost Plus %10					
List level of Factory Training on above items. Include extra pages if necessary.													

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

# LAND & SEA SERVICES 1 INC

Name of Firm/Company

LARRY ALEXANDER

PRESIDENT

Agent's Name (Please Print)

Agent's Title

1900 OAK STREET

LA MARQUE

TX

77568

Mailing Address

City

State

Zip

(409) 935-9466

(409) 739-2384

Telephone Number

Cell Phone Number

[larrylandandsea@aol.com](mailto:larrylandandsea@aol.com)

Email Address

Authorized Signature

Date