



INVITATION TO BID
ITB #20-Fire-002
All-Hazards Response Boat

DEADLINE: Sealed bid submittals must be received by **10:00 a.m., CST, Tuesday, October 22, 2019.** (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Bids received will be opened and read aloud immediately after the closing hour. Bids received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #20-Fire-002 All-Hazards Response Boat

DELIVERY ADDRESS: Please submit one (1) marked signed original, three (5) marked copies, and one (1) electronic copy (flash drive) properly labeled and clearly marked with the Bid number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 7:30 am to 5:30 pm
Friday: 7:30 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries about this bid or specifications must be made, in writing, to the Purchasing Department, at purchasing@leaguecitytx.gov . 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.

Bidding forms, specifications and all necessary information may be obtained from the following website:
<http://leaguecitytx.gov/bids.aspx>.

The City of League City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

Deadline for submission of questions is Wednesday October 16, 2019 by 10:00 a.m.



SECTION I – SCOPE OF WORK

The City of League City seeks competitive bids on an all-hazards response boat. Aside from the specifications please include in your statement of qualifications:

- Information about Quality Assurance Process
- Warrant Information
- Capabilities
- Relevant Experience (To include pictures of other relevant projects)
- General Arrangement and Drawings
- Timeline of build from contract award to delivery
- Qualifications
- Delivery no later than January 2021

All vendors shall be within 500 miles of 555 W. Walker, League City, TX 77573

1.0 GENERAL SPECIFICATIONS:

- 1.1 Hull Length: 30' minimum and 34' maximum (does not include outboard engines, engine bracket, engine guard, or rub rails)
- 1.2 Beam: 10 feet minimum (does not include rub rails)
- 1.3 Overall height not to exceed 13'6" to highest fixed point while on trailer and attached to a tow vehicle.
- 1.4 Draft should not exceed 24 inches from the keel to the waterline.
- 1.5 Person and cargo capacity 4,000 lbs.
- 1.6 Boat weight 15,200 lbs. approx.
- 1.7 Trailer weight 2,900 lbs. approx.
- 1.8 Combined boat and trailer weight 18,100 lbs. approx.
- 1.9 Fire pump rated at 800 - 1000 GPM at 150psi.
- 1.10 All outfitting to be marine grade

2.0 HULL DESIGN & OUTFITTING:

- 2.1 Hull shall be a mono-hull style modified "V" with dead rise to be determined by the builder to meet draft and performance requirements.
- 2.2 The boat shall have a bow door sized for personnel only (width should accommodate a standard stokes basset approximately 25"). The door shall have the ability to be latched in closed position.
- 2.3 Two 34" clear opening dive doors, one on the port side and one on the starboard side



- 2.4 Aluminum hull with rubber rub rail with swimmer's grab rails just above the waterline on port and starboard sides of vessel.
- 2.5 All decks shall be designed to be self-bailing and provide sufficient water egress.
- 2.6 Deck shall be the same level forward and aft to include the ability to walk around the pilot house on the deck.
- 2.7 Sacrificial anodes shall be provided to protect against galvanic corrosion.
- 2.8 The pump compartment shall be designed to facilitate easy access for pump, engine and mechanical maintenance.
- 2.9 A 3/4" aluminum double pad eye will be incorporated into the keel.
- 2.10 1 1/2" pipe safety railings are installed 6" above gunnel from dive doors, forward 72". Final hand rail designs will be approved by the customer prior to the start of manufacture.
- 2.11 Eight (8) 10" welded aluminum cleats.
- 2.12 Bottom plating .250" 5086
- 2.13 Side plating .190" 5086
- 2.14 Deck plating .124" 5086
- 2.15 Deck structure and component material are aluminum, they consist of 5086 aluminum alloy with thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull.
- 2.16 3" Duramax D shaped rub rail along the full length of the boat at the gunnel height. With 5 diagonal D fenders installed both port and stbd.
- 2.17 Minimum of 2000GPH automatic bilge pumps. The number of pumps and locations to be determined by the vendor in accordance with applicable design standards and best practices.
- 2.18 One (1) T-handle drain plug.
- 2.19 ABYC approved carbon monoxide detector in cab. Gasoline fume detector in the pump engine compartment.
- 2.20 Recessed deck tie downs and a water wash down system.

3.0 **WELDING:**

- 3.1 The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
- 3.2 All water seams are welded 100% on both sides.
- 3.3 Longitudinal structural members are stitch welded on opposite sides.
- 3.4 Hull plating and welds shall meet or exceed all applicable ABYC, ABS, or USCG standards



4.0 FUEL SYSTEM:

- 4.1 160-gallon fuel tank minimum. Fuel supply for the fire pump is direct piped to the vessel fuel tank. The tank is made of aluminum. The tank is internally baffled to prevent shifting of the fuel load, and to ensure fuel pickup tube remains submerged in fuel. Shall be NFPA compliant.
- 4.2 Fuel tank is EPA compliant and meets all venting and overflow safety requirements.
- 4.3 Withdrawal tubes are stainless steel.
- 4.4 A WEMA fuel sender is attached to a NMEA fluid level interface to supply data to electronic gauges.

5.0 TOWING EQUIPMENT:

- 5.1 Minimum of 2" double pipe motor guard with tow line guides. The guard shall have an integrated stokes basket rack on top of guard.
- 5.2 Tow post shall be fitted aft on centerline.
- 5.3 Push knees shall be provided on the forward bow with Duramax rubber D shaped bumpers.
- 5.4 Scuba bottle storage will be provided forward. Quantity 4. Bottle storage when not in use will need be on spring hinges or equivalent. Final position of scuba bottle storage to be determined during pre-construction.

6.0 PILOT HOUSE

- 6.1 Note: measurements and arrangements are approximate and will be determined by the builder and the department during design prior to the start of manufacture.
- 6.2 The walk around pilot house 9' long by 8' 1" wide, with an interior clearance height of 76".
- 6.3 The pilot house is fully enclosed. Component material is all welded construction of 5086 aluminum alloy of 3/16" thickness.
- 6.4 The pilot house is equipped with two forward leaning windshields. One sliding and one fixed clamped tempered safety glass window on each side and two fixed clamped windows on aft wall of pilot house. One lockable hinged folding door on the aft face of the house.
- 6.5 The pilot house will have 4 overhead windows. Two over captain's head and two over passenger head.
- 6.6 The dash console provides ample room for electronics, throttles, switches, and steering wheel with cable components. Steering wheel to be outfitted with a speed wheel for low speed maneuvers.
- 6.7 Pilot house will have 2 ventilation/defrost fans to circulate air around windshield and cabin area.
- 6.8 110V/220V rooftop unit for heating and A/C.
- 6.9 Includes marine fire extinguishers meeting or exceeding USCG or ABYC standards.
- 6.10 Helm station is starboard, overhead radio rack and final helm and console arrangement will be approved by the customer prior to the start of manufacture.



- 6.11 For proposal purposes, the following grab rails are anticipated. There is a grab rail alongside of the roof gutters on port and starboard sides. Final location and design of grab rails will be approved by the customer prior to the start of manufacture.
- 6.12 There are 2 overhead grab rails running lengthwise in the pilot house ceiling.
- 6.13 There is a grab rail near the console at the pump control station.
- 6.14 There are 2 grab rails on the exterior forward bulkhead of the pilot house.
- 6.15 There are 2 grab rails on the exterior aft bulkhead of the pilot house.
- 6.16 Four 12V red/white LED dome lights installed overhead inside of the cabin.
- 6.17 Suspension Seat and seat box with storage is provided for operator and navigator
- 6.18 Horn and compass provided.
- 6.19 Two additional suspension seats with seat box on starboard aft of the operator.
- 6.20 One padded bench along interior port wall of pilot house with storage beneath; sized for a stokes litter
- 6.21 Pilot house fitted with manual folding mast for installation of lighting and electronics.
- 6.22 All pilot house configuration specifications are anticipated. Final design will be approved by the customer prior to the start of manufacture.
- 6.23 Electric, remote LED spot light installed on pilot house.
- 6.24 AM/FM radio with a minimum of two speakers in the pilot house

7.0 **ELECTRICAL SYSTEM:**

- 7.1 The vessel's electrical system is 12VDC and 120VAC 60 Hz.
- 7.2 All electrical cable is marine grade tinned copper wire and labeled for each circuit.
- 7.3 Cables are routed in wire ways wherever possible. Cables are protected wherever exposed to potential damage.
- 7.4 Electrical cables are sized in accordance with the American Boat & Yacht Council recommendations.
- 7.5 All electrical cables are marked in accordance with the markings in electrical drawings.
- 7.6 All electrical switches are of marine grade and properly insulated.
- 7.7 The electrical system is grounded. The hull is not used as part of a galvanic feeding loop.
- 7.8 Wiring for radios, and all electronics are protected with circuit breakers. Additional circuit breakers are provided for future expansion of the electrical system.
- 7.9 Electrical compartments are provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components are accessible. Power, circuit protection and



control components are protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.

- 7.10 Mounting plates for antenna are on the roof.
- 7.11 Heavy-duty wiper system.
- 7.12 Two (2) 12-volt power outlets and two (2) USB charging ports are provided in the dash console.
- 7.13 All wiring to be labeled at both ends.
- 7.14 Wiring diagrams and instruction manuals for manufacturer furnished items shall be provided on delivery.

8.0 **BATTERIES:**

- 8.1 Four marine batteries are installed complete with battery switches.
- 8.2 Two batteries are installed as the engine starting bank, one is for starting the pump motor and one is a dedicated house battery. A four-position battery distribution panel, located on the console, includes a battery switch for each battery, crossover switches to allow jumping in case of a dead battery, and 3 automatic charging relays that direct the alternator or battery charger to the weaker battery. All battery switches are located on lower panel of console.
- 8.3 All batteries shall be charged by the engines as well as by shore power.
- 8.4 All of the batteries are installed in plastic battery trays below a deck hatch outboard of the cabin.

9.0 **120V AC ELECTRICAL:**

- 9.1 A 30-amp shore power system installed to supply battery charger.
- 9.2 Appropriate battery chargers are installed for use with the shore power system above.
- 9.3 Westerbeke 5 Kw generator (or equivalent) is installed to provide AC power

10.0 **12V DC ELECTRICAL:**

- 10.1 Two Blue Seas 6 position distribution panels are installed on the console.
- 10.2 LED Navigation lights are installed to meet USCG requirements with hinging anchor light mast.
- 10.3 12V 2000 GPH bilge pumps are installed with automatic float switch.
- 10.4 Includes 2 Blue Seas 12v/USB charging ports.

11.0 **PROPULSION:**

- 11.1 A minimum of Twin Four Stroke outboards of 300HP or greater with appropriate shaft size as determined by the builder will be provided. These are complete with a fuel management system, dual key management system, dual key switch panel, power trim and tilt, harnesses. Minimum top speed of 38 knots.

12.0 **FIRE PUMP:**



- 12.1 The fire pump provided must be gasoline fueled, powered by a dedicated engine and capable of producing 800-1000 GPM at 150psi at the pump.
- 12.2 The pump control station is an FRC Pump Boss 200 Pressure/ RPM controller (or equal).
- 12.3 FRC dash mounted pressure (psi) and flow (gpm) meter.
- 12.4 Remote control 6" stainless shut off valve between the sea chest and pump with controls on the main console in the pilot house.
- 12.5 TFT Inline foam inductor with 6-7 ft pickup tube
- 12.6 TFT Monitor appropriately sized for fire system on front of boat with interchangeable fog nozzle and smooth bore with stacked tips and stream straightener. Location of monitor to be near the bow door however exact location will be determined during pre-construction.
- 12.7 Two (2) TFT 2.5 male gated NST discharges one 5" TFT LDH discharge terminated with a 5" Storz connection.
- 12.8 The pump is configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest has a screened inlet, and a valve at the sea chest outlet.
- 12.9 Fresh water flushing port installed just ahead of sea chest valve.
- 12.10 Fire suppression system is included in pump engine space.

13.0 PAINT AND GRAPHICS:

- 13.1 Deck area and interior/exterior of pilot house are painted with non-skid texture paint.
- 13.2 Single reflective red stripe around the exterior hull of vessel near the top of the hull.
- 13.3 Graphics "League City Public Safety" on pilot house along with League City Fire Department patch and League City Fire Marshal's Patch. Vector files of patches will be provided to the vendor. All graphics to be reflective.
- 13.4 Anti-Foulant Paint (hull) is provided.

14.0 ELECTRONICS:

- 14.1 One (1) Raymarine VHF provided.
- 14.2 Two (2) Raymarine Axiom Pro 9-inch (or larger) MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.
- 14.3 Raymarine Radar/radome provided.
- 14.4 Install one Motorola APX 8500 radio. Radio will be provided by agency.

15.0 EMERGENCY LIGHTING, SIREN, AND WORK LIGHTS:

- 15.1 Whelen Ion trio or equivalent emergency lighting shall be provided. Emergency lighting shall be visible from 360 degrees around the vessel. (Red/Blue/White)



- 15.2 LED Flood / work lights (4). These lights to be mounted on the pilot house and to illuminate the water around the boat. Also, the rear light to illuminate the deck area.
- 15.3 Courtesy lights for walkway illumination, red in color.
- 15.4 Siren / loudhailer with control panel shall be provided.

16.0 TRAILER:

- 16.1 A custom aluminum triple axle bunk trailer complete with electric brakes, spare tire, and tongue jack on trailer.
- 16.2 Galvanized steel wheels and electric disc brakes.
- 16.3 An adjustable bow stop, and winch stand is provided with a manual 2-speed winch and strap.
- 16.4 Trailer LED lights are submersible.

17.0 WARRANTY:

- 17.1 Warranty includes 1 full year limited warranty from bow to stern of vessel.
- 17.2 15-year structural warranty on all hull, deck and cabin parts (including fuel tank).
- 17.3 All OEM equipment warranties passed through to customer.

18.0 ALTERNATES:

- 18.1 Furuno Solid Sate Doppler Radar Model DRS4D-NXT or equivalent
- 18.2 Multi-function display: Furuno TZTL15F (15.6" display) or equivalent
- 18.3 Furuno Class B AIS FA-50 or equivalent
- 18.4 2 - Handheld thermal imager FLIR OS 640
- 18.5 FLIR M 324CS Infrared camera
- 18.6 Minimum of 2 days of onsite training in League City, TX for a minimum of 10 personnel
- 18.7 Jack Plates for all propulsion engines
- 18.8 2 sliding doors on pilot house one next to the captain seat(starboard) and one next to navigator seat(port)
- 18.9 Two (2) Raymarine Axiom Pro 12 MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.
- 18.10 Two (2) Raymarine Axiom Pro 16 MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.
- 18.11 One additional electric LED remote spot light installed on pilot house.
- 18.12 On the aft of the boat near the starboard dive door, a removeable winch structure to lift a minimum of 300lbs.
- 18.13 Replace two additional suspension seats with seat box on starboard aft of operator with padded bench along interior starboard wall of pilot house with storage beneath; sized for stokes litter.



BID COVER SHEET

DUE DATE: Tuesday, October 22, 2019 by 2:00 p.m.

Total Bid Amount	\$
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Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

Name of Firm/Company

Agent's Name (Please Print)

Agent's Title

Mailing Address

City

State

Zip

Telephone Number

Cell Phone Number

Email Address

Authorized Signature

Date



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- ☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PACKET



SECTION II – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

The City of League City is now accepting sealed bids for all-hazards response boat.

2.0 BID ACCEPTANCE

The City of League City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

3.0 INSTRUCTIONS TO BIDDERS

BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO INSTRUCTIONS PRESENTED. THE CITY WILL SEND AN AWARD NOTIFICATION INFORMING THE BIDDER OF ACCEPTANCE OF THEIR BID BY THE CITY'S PURCHASING DEPARTMENT SPECIFYING DURATION OF THE CONTRACT WITH EXTENSIONS PERIODS IF ANY, AND THE METHOD OF ORDERING. PURCHASE ORDER(S) WILL BE ISSUED FOR WORK TO BE PERFORMED.

3.1 Bid Submission Package

Bidder's submission package shall consist of the following:

- i. Attachment A – Bid Sheet
 1. Paper Copy (1 marked original and 5 marked copies)
 2. Electronic Copy (Vendor Name, Bid No. ITB 20-Fire-002 All-Hazards Response Boat)
- ii. Bidder Certification and Addenda Acknowledgement, Addendum(s) if applicable
- iii. Financial Statements, last 12 months
- iv. References
- v. BID BOND
- vi. House Bill 89 Verification Document
- vii. Conflict of Interest Questionnaire
- viii. Public Information Act Form
- ix. Statement of Qualifications

Bidders are informed that installation, services and delivery within the time specific is of the essence in this procurement. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.



4.0 TERM OF CONTRACT

Contract term is two (2) years.

5.0 TERMINATION OF CONTRACT

The City of League City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Multiple instances of missed pickups.
- h. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

6.0 EVALUATION AND AWARD

The City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; and (b) price. The City of League City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City with regard to the factors cited above.

7.0 SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the City of League City website at: <http://leaguecitytx.gov/bids.aspx>.

8.0 INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction. Invoices submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St, League City, TX 77573.



9.0 BID BOND:

A cashier's check or certified cashier's check or Certified Check from a Texas Bank, or acceptable Bid Bond from a reliable surety company authorized to do business in Texas, payable to the City of League City, in an amount not less than 5% of the maximum Offeror price submitted, must accompany each Offer as a guarantee that, if awarded the contract, the bidder will, within 10 calendar days of Award of Contract, enter into a Contract and execute Bonds on the forms provided in the Contract Documents. The Offeror's deposit shall be forfeited and become the property of the OWNER in the event the Offeror neglects or refuses to enter into a contract and to furnish bonds acceptable to the OWNER within 10 calendar days after receipt of Notice to Award from the OWNER.

10.0 REFERENCES

Provide references for similarly successful projects from five (5) agencies, firms, or industry customers within the last ten (10) years with broad range of build dates, to include the name of the agency/firm, contact name, telephone and email address.

11.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of League City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of League City or its officers, agents, or employees in connection with said contract.

12.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

13.0 INSURANCE REQUIREMENTS

An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

(a) Workman's 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 with a limit of not less than \$1,000,000.00;

(b) Employers 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 \$1,000,000.00.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits. An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

14.0 PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

15.0 COMPLIANCE

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

16.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of League City.

17.0 CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

18.0 ALTERNATE VENDOR(S)

To insure an uninterrupted source of service, City of League City reserves the right to award multiple contracts. The entire contract will be awarded to a "primary" Contractor as the lowest responsive and responsible Contractor, and an "alternate" Contractor for use as necessary due to time constraints, availability, etc., on the part of the primary. City of League City reserves the



right to use other vendors when the response time is not met. Also, the City shall reserve the right to purchase from the alternate source if the following conditions exist:

- 18.1 Service and/or products are not acceptable (does not meet specifications), and Contractor fails to provide alternate, acceptable offering;
- 18.2 Contractor fails to respond to need for service, i.e. does not return phone calls.

19.0 ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

20.0 COMPLIANCE WITH LAWS

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

21.0 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

22.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

23.0 ETHICS ACKNOWLEDGEMENT

Contractor hereby acknowledges that it is familiar with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two (2) years after the commencement of this contract or agreement Contractor hires a City official, former City official, appointed City officer, former appointed City officer, appointed City executive employee, or former appointed City executive employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or Contractor shall be barred from additional contracting with the City of League City for a period of three (3) years.



24.0 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 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 the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The 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/filinginfo/conflict_forms.htm.

25.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

26.0 DISCLOSURE OF INTERESTED PARTIES

In compliance with Texas Government Code § 2252.908, the winning bidder must submit a Disclosure of Interested Parties (Texas Ethics Commission Form 1295) to the City at the time of contract execution. Pursuant to the rules prescribed by the Texas Ethics Commission (TEC), Form 1295 must be completed online through the TEC's website, www.ethics.state.tx.us/file, where it will be assigned a certificate number. The winning bidder must print, sign and notarize, and provide to the City. Neither the City nor its consultants have the ability to verify the information included in Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.



Please sign and return the compliance agreement which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification _____ of _____ pending _____ award _____ at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.
<https://comptroller.texas.gov/purchasing/publications/divestment.php>



**City of League City
House Bill 89 Verification**

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date



City of League City Terms and Conditions

1. The City of League City will accept **sealed bids** Monday through Thursday, 7:30 am – 5:30 pm and Fridays, 7:30 am – 12:00 pm. Bids must be received by the receptionist in the lobby of City Hall before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number and description.
3. Late bids will be UNOPENED. Late bids **will not** be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at <http://leaguecitytx.gov/bids.aspx>. If Contractor demonstrates just reason for a change, the City of League City must have at **least** five (5) working days notice prior to bid opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for at least ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers



City of League City Terms and Conditions - continued

suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.

13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then an additional "EXCEPTIONS TO BIDDER'S PROPOSAL" statement must be included to explain the difference. This statement will signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of League City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable or accountspayable@leaguecitytx.gov.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in bid response.

STANDARD AGREEMENT

(version 8-8-2019)

This AGREEMENT ("Agreement") is entered by and between **Click or tap here to enter text.** ("Contractor"), located at **Click or tap here to enter text.** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Click or tap here to enter text.** 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 begin on **Click or tap to enter a date.** and shall terminate on **Click or tap to enter a date.** This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$Click or tap here to enter text.** during the term of this Agreement. The City shall for services/good after such services are completed or goods are delivered. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **Choose an item.** required to maintain insurance through the term of this Agreement.

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

5. **Liquidated Damages:** The City and Contractor agree that in the event Contractor fails to comply with any term or provision in this Agreement, the Contractor shall pay liquidated damages 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 amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the liquidated damages specified above bear a reasonable relationship to, and not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any failure by the Contractor to provide such goods/services (iii) one of the reasons for the City and Contractor reaching an agreement as to such amounts is the uncertainty and cost of litigation regarding the question of actual damages and (iv) the 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 the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
8. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
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 incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.



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 the City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
15. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
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 the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the



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

20. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
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, 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 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.
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"), 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.
28. **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.



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 the City represents that he/she has authority to sign this Agreement on behalf of City.
30. **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.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
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, Texas Government Code.

(signature block on next page)



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

Click or tap here to enter text. - “Contractor”

Click or tap here to enter text.

CITY OF LEAGUE CITY – “City”

Click or tap here to enter text.

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney



Exhibit A

Scope of Services/Description of Products

(Exhibit A has a total of [Click or tap here to enter text.](#) page(s), which includes this page)

[Click or tap here to enter text.](#)