

RESOLUTION NO. 2024-224

A RESOLUTION AUTHORIZING A TWO-YEAR AGREEMENT WITH BROOKS CONCRETE, INC. FOR STREETS, SIDEWALKS, AND CONCRETE PAVEMENT REPAIR IN AN AMOUNT NOT TO EXCEED \$4,800,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

Section 1. The City authorizes a two-year agreement with Brooks Concrete, Inc. for streets, sidewalks, and concrete pavement repair in an amount not to exceed \$4,800,000; and an executed copy of this agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

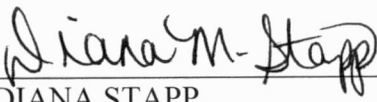
Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

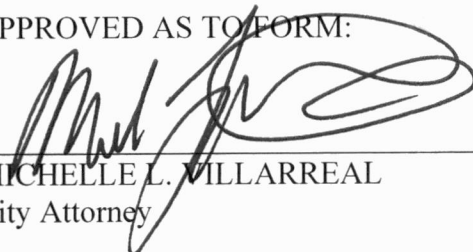
PASSED AND APPROVED the 17th day of December, 2024.

  
\_\_\_\_\_  
NICK LONG  
Mayor

ATTEST:

  
\_\_\_\_\_  
DIANA STAPP  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHELLE L. VILLARREAL  
City Attorney



# City of League City, TX

300 West Walker  
League City TX 77573

## Text File

**File Number: 24-0583**

**Agenda Date:** 12/17/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** Public Works

**File Type:** Agenda Item

**Agenda Number:** 6G.

### Title

Consider and take action on a resolution authorizing a two-year agreement with Brooks Concrete, Inc. for streets, sidewalks, and concrete pavement repair in an amount not to exceed \$4,800,000 (Director of Public Works)

### ..Background:

Approval of this item will authorize an agreement with Brooks Concrete, Inc. for streets, sidewalks, and concrete pavement repair for a term of two years from January 1, 2025 through December 31, 2026 in a total not to exceed amount of \$4,800,000, with the option to renew for (3) additional one-year periods.

On September 26, 2024 the City released ITB 24-059 for streets, sidewalks and concrete pavement repair. Four qualified bids were received on October 24, 2024. Brooks Concrete, Inc. was the lowest qualified bidder in the annual amount of \$1,940,510. Bid totals are based on an estimation of historical annual production of unit price items within the bid specification. The proposed low bid in the amount of \$1,940,510 is not a direct reflection of the total anticipated annual expenditure. Further detail is provided in the financial explanation below. Bid tabulation is as follows:

Brooks Concrete, Inc. - \$1,940,510  
Teamwork Construction Services - \$3,135,250  
Total Contracting Limited - \$3,779,000  
Cracon, Inc. - \$4,303,000

The not to exceed amount of \$4,800,000 for the 2-year contract period, is based on \$2,400,000 budgeted for FY2025 (October 2024 - September 2025) as detailed below:

Concrete repairs due to Line Repair work (\$72,100);  
Streets concrete inlet repairs (\$440,000);  
Sidewalk Reinvestment project RE1901 (\$750,000);  
Street Reconstruction concrete panel repair RE1902 (\$600,000);  
Miscellaneous (\$537,900)

Brooks Concrete, Inc. has agreed to perform all work throughout the City based on contract scope of work and pricing. Upon award of contract, Brooks Concrete, Inc. will repair concrete roadway panels, sidewalks, and incidental concrete pavement in support of the Capital Reinvestment Program. The City's in-house concrete crew will continue to focus on projects associated with water and sewer line repairs, high priority sidewalk repairs, and support of incidental projects for other City departments.

Since 2016 to date, the combination of the Capital Reinvestment Program and Operations funding have resulted in approximately 193,076 linear feet of sidewalk repair, 291 ADA ramp additions/replacements, and 30,216 linear feet of lane width roadway panel replacements. The aforementioned production has

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addressed multiple areas of concern on both the east and west side of the City.

The not to exceed amount of \$4.8 million is based on every project in the CIP and operating budget at its full budget which does not represent the actual amount invoiced and spent on an annual basis, just the maximum possible commitment based on the annual budget. Also included in the total is \$537,900 programmed for miscellaneous items that qualify for this unit priced concrete contract that are unknown as this time. An example would be a Parks CIP trail that is small in size and unit pricing offers a method of construction that saves time as no design or bid process is required and represents a solicited price through the unit price contract process. It also saves funds as the small project would not have to be designed by an engineer for a sidewalk/trail. Any project that is over \$50,000 will be presented for additional Council approval to allocate the funds and the use of the unit priced concrete contract will be disclosed, allowing for the utilization of the pricing previously agreed upon without having to bid separately.

Below is the amount spent in past 5-years compared to the authorized not to exceed amount:

<u>Actual Expenditures by Fiscal Year</u>		<u>Approved Not to Exceed Amount</u>
<u>(Contract Period)</u>		
FY2020	1,609,926.19	
FY2021	2,036,895.97	
FY2022	<u>2,047,221.75</u>	
Total (FY20-22)	5,694,043.91	January 2020 -
September 2022    8,100,000		
FY2023	1,641,090.09	October 2022 -
September 2023    1,953,178		
FY2024/25 YTD	<u>1,634,445.82</u>	October 2023 -
December 2024 <u>2,003,100</u>		
Total Spent (FY20-25)	8,969,579.82	Total Authorized
12,056,278		

Attachments:

1. Proposed Resolution
2. Exhibit A - Agreement with Brooks Concrete, Inc.
3. Award Recommendation
4. Bid Tabulation
5. Vendor Report Card

CONTRACT ORIGINATION: Agreement has been reviewed by City Attorney’s Office

FUNDING

{X} Funding for FY2025 in the amount of \$2.4 million is available from Concrete repairs due to line repair work, account 10207700-52500 (\$72,100); Streets concrete inlet repairs, account 3300000-52500 (\$440,000); Sidewalk Work Orders FY25 project RE1901 Reinvestment Cash RE1901-CONSTRUCT-CONSTRUCT-RE CASH (\$750,000); Street Reconstruction concrete panel repair RE1902 - CONSTRUCT - CONSTRUCT - RE CASH (\$600,000); Miscellaneous Items (\$537,900)

*(The budgeted amounts listed above will be reduced by any actuals in FY2025 that took place during the 3-month extension, ranging from September 30, 2024 to December 31st, 2024, against the prior unit price contract.)*

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STRATEGIC PLANNING

{X} Addresses Strategic Planning Critical Success Factor #1 - Develop and Maintain our Infrastructure

**APPROVED**

**DEC 17 2024**

**CITY COUNCIL**

**RESOLUTION NO. 2024-224**





# **STANDARD AGREEMENT**

(Version 9-22-2023)

This AGREEMENT ("Agreement") is entered by and between **Brooks Concrete, Inc.** ("Contractor"), located at **4018 Allen Genoa Rd., Pasadena, Tx 77504** 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 **Sidewalks and Concrete Pavement Repair**. 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 **January 1, 2025** and shall expire on **December 31, 2026**. 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 **\$4,800,000.00** 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:** Liquidated damages **are** applicable to this transaction. 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 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 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. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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

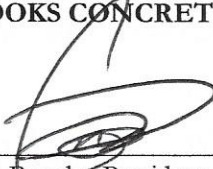
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

Executed on January 10, 2025. (date to be filled in by City Secretary)

**BROOKS CONCRETE, INC. - "Contractor"**


  
Chris Brooks, President

**CITY OF LEAGUE CITY - "City"**

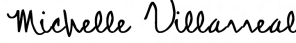
Signed by:  
  
John Baumgartner

John Baumgartner

**Attest:**

Signed by:  
  
Diana M. Stapp, City Secretary

**Approved as to Form:**

DocuSigned by:  
  
Michelle Villarreal  
Office of the City Attorney

## Exhibit A

**Scope of Services/Description of Products/Payment  
Schedule** (There are 17 pages for Exhibit A, including this page)

“See Next Page”



City of League City					
Streets, Sidewalks and Concrete Pavement Repair					
ITEM		EST. QTY	UNIT OF MEASURE	PRICING	EXTENDED
A.	<b>INSTALLATION AND REMOVAL OF SIDEWALK AND DRIVEWAY</b>				
1	REMOVAL AND DISPOSAL OF EXISTING SIDEWALK	2,500	SF	\$0.50	\$1,250.00
2	NEW SIDEWALK - CONCRETE #3 REBAR 15" OC	2,500	SF	\$8.58	\$21,450.00
3	DEMO AND NEW 4" SIDEWALK - CONCRETE #3 REBAR 15" OC	45,000	SF	\$9.45	\$425,250.00
4	SODDING	1,500	SF	\$0.95	\$1,425.00
5	SAW CUT FULL DEPTH 4"	2000	LF	\$6.25	\$12,500.00
6	SAW CUT FULL DEPTH 6" DRIVEWAY/PAVEMENT	500	LF	\$9.38	\$4,690.00
7	SAW CUT FULL DEPTH 8" CONCRETE PAVEMENT	500	LF	\$9.68	\$4,840.00
8	REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY/PAVEMENT	500	SF	\$1.50	\$750.00
9	NEW 6" DRIVEWAY	500	SF	\$9.50	\$4,750.00
10	NEW 8" DRIVEWAY	250	SF	\$10.10	\$2,525.00
D.	<b>CONCRETE STREETS; PAVING ALL THICKNESSES, ALL TYPES</b>				
11	MOBILIZATION - LESS THAN 50SF	5	EA	\$2,060.00	\$10,300.00
12	MOBILIZATION - 51SF TO 200SF	5	EA	\$1,854.00	\$9,270.00
13	MOBILIZATION - 201SF TO 500SF	10	EA	\$1,236.00	\$12,360.00
14	MOBILIZATION - OVER 500SF	15	EA	\$670.00	\$10,050.00
C.	<b>REPAIR OF STORMWATER COLLECTION BOXES AND/OR MANHOLES; ALL TYPES INCLUDING, CURB INLETS, CATCH BASINS, AREA DRAINS, JUNCTION BOXES, AND MANHOLES INCLUDING INTERIOR AND EXTERIOR BOX INTEGRITY AND PIPING INTO AND OUT OF THE BOX</b>				
15	INLET UP TO 4 FEET	10	EA	\$950.00	\$ 9,500.00
16	INLET UP TO 8 FEET	10	EA	\$1,200.00	\$ 12,000.00
17	STORM MANHOLE UP TO 8 FEET	10	EA	\$1,200.00	\$ 12,000.00
18	STORM MANHOLE UP TO 12 FEET	10	EA	\$1,500.00	\$ 15,000.00
D.	<b>SAW AND REMOVE, DISPOSE OFFSITE AND REPLACE AN ESTIMATED 75,000SF ANNUALLY OF EXISTING CONCRETE PAVEMENTS, ALL THICKNESSES (INCLUDING CURBS, MEASURED HORIZONTALLY TO THE BACK OF THE CURB), FROM VARIOUS PUBLIC RIGHT-OF-WAY OR EASEMENTS CITY-WIDE</b>				
19	NEW 6" CONCRETE #3 REBAR 12" OC	500	SF	\$8.50	\$ 4,250.00
20	NEW 7" CONCRETE #4 REBAR 24" OC	500	SF	\$9.25	\$ 4,625.00
21	NEW 8" CONCRETE #4 REBAR 12" OC	500	SF	\$11.25	\$ 5,625.00
23	DEMO AND NEW 6" CONCRETE #3 REBAR 12" OC	5000	SF	\$10.90	\$ 54,500.00
24	DEMO AND NEW 7" CONCRETE #4 REBAR 24" OC	55000	SF	\$14.85	\$ 816,750.00
25	DEMO AND NEW 8" CONCRETE #4 REBAR 12" OC	2500	SF	\$15.00	\$ 37,500.00
27	SAW CUTTING FULL DEPTH 6"	250	LF	\$9.38	\$ 2,345.00
28	SAW CUTTING FULL DEPTH 7"	1500	LF	\$12.50	\$ 18,750.00
29	SAW CUTTING FULL DEPTH 8"	250	LF	\$12.60	\$ 3,150.00
E.	<b>DEMOLITION OF CURBS</b>				
30	0 TO 25LF	500	LF	\$3.00	\$ 1,500.00
31	25 TO 100LF	4000	LF	\$1.00	\$ 4,000.00
32	101 TO 250LF	500	LF	\$1.55	\$ 775.00
33	251 TO 500LF	500	LF	\$0.25	\$ 125.00
F.	<b>NEW 6" X 6" CURBS(LF)</b>				
34	0 TO 25LF	500	LF	\$10.00	\$ 5,000.00
35	25 TO 100LF	3000	LF	\$10.27	\$ 30,810.00
36	101 TO 250LF	500	LF	\$8.24	\$ 4,120.00
37	251 TO 500 LF	500	LF	\$6.75	\$ 3,375.00
G.	<b>RASING AND LEVELING OF PAVEMENT AND SIDEWALKS AND CABINET FOUNDATIONS</b>				
38	CONCRETE PRESSURE GROUTING; CONCRETE SIDEWALKS AND STREETS, ALL THICKNESSES, ALL TYPES	80,000	SF	\$3.78	\$ 302,400.00
39	CONCRETE PRESSURE GROUTING AND LEVELING OF TRAFFIC SIGNALS CABINET FOUNDATIONS	5	EA	\$950.00	\$ 4,750.00
H.	<b>REPAIR OR INSTALLATION OF ADA RAMPS</b>				
40	TYPE 7 ADA RAMP	35	EA	\$900.00	\$ 31,500.00
41	TYPE 9 ADA RAMP	5	EA	\$950.00	\$ 4,750.00
I.	<b>SLOPE PAVING</b>				
42	SLOPE PAVING 4" #4 REBAR 24" OC	2000	SF	\$15.00	\$ 30,000.00
	<b>TOTALS</b>		<b>TOTALS</b>	<b>\$13,699.96</b>	<b>\$ 1,940,510.00</b>

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



**INVITATION TO BID**  
**ITB 24-059**  
**Concrete Sidewalks & Pavement Repairs (RE-BID)**

The City of League City is now accepting sealed bids for Concrete Sidewalks & Pavement Repair. This is a RE-BID. Sealed bids must be received by **2:00 p.m., CST, Thursday October 24, 2024**. The clock located at the front desk in City Hall will be the official time. Hard copy bids can be dropped off at **City of League City, City Hall, 300 West Walker Street, League City, Texas 77573**. Bids received after this deadline will not be opened and will be considered void and unacceptable.

Immediately following the deadline, bids will be publicly opened and read aloud at **City of League City, Johnnie Arolfo Civic Center, 400 West Walker, League City, TX 77573**.

This bid will have a **MANDATORY Pre-Bid Meeting** on October 10, 2024 at 2pm, located at the Johnnie Arolfo Civic Center.

Bid Security, in the form of Cashier's Check, Certified Check, or Bid Bond, payable to the City of League City in the amount of 5% of the total base bid price, must accompany each Bid proposal.

The complete ITB packet may be obtained from the City's website at:  
<https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this ITB must be submitted in writing by emailing the Purchasing Department at: [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

First Publication: September 26, 2024  
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**Concrete Sidewalks & Pavement Repairs RE-BID  
City of League City  
Invitation to Bid #24-059  
Concrete Sidewalks & Pavement Repairs RE-BID**

**I. INTRODUCTION**

The City of League City is now accepting sealed bids for **ITB #24-059 Concrete Sidewalks and Pavement Repairs RE-BID**.

**A. CLARIFICATION AND INTERPRETATION OF ITB**

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

**B. PURPOSE**

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

**C. CONFIDENTIAL OR PROPRIETARY INFORMATION**

Upon Council award of contract or rejection of all Bids, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or contractor believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the Bid. All Bids and parts of Bids which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential contractor wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

In the event that information contained in those sections marked confidential are included in an Open Records Request, the City will decline to release the information for the purpose of requesting an attorney general decision. The City will make a good faith effort to contact the vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The



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process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

### DEFINED TERMS

Contracting Information – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, Bidder, potential vendor or potential Bidder during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Bidder related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets – all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

### **D. BACKGROUND INFORMATION**

League City is a home-rule, incorporated city with a 2024 population of approximately 121,598. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeastern Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is





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experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

## II. INSTRUCTION TO BIDDERS

### A. BID ACCEPTANCE

The City of League City reserves the right to accept or reject any and all bids, to accept any bids deemed advantageous and to waive irregularity in the bids. By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet. Only the services submitted and listed in this bid package and included in any addendums will be considered.

### B. BID TIMELINE

Invitation for Bids Issued	September 26, 2024
MANDATORY PRE-BID MEETING	October 10, 2024 @ 2:00pm
Deadline for Submitting Questions	October 17, 2024 @ 5:30pm
Deadline for Q&A Addendum Posted	October 22, 2024 @ 5:30pm
Bid Opening	October 24, 2024 @ 2:00pm
Anticipated Contract Start	November 2024

**THERE WILL BE A MANDATORY PRE-BID MEETING ON OCTOBER 10, 2024 AT 2:00PM. LOCATION WILL BE JOHNNIE AROLFO CIVIC CENTER – 400 WEST WALKER ST. LEAGUE CITY, TX 77573.**

### C. BID FORMAT

Bid submission packet shall consist of the following:

1. Completed Bid Cover Sheet (Attachment A)
2. Bid Cost Sheet (Attachment A)
3. Bid Bond (Attachment A)
4. Public Information Act (Attachment A)
5. Conflict of Interest Questionnaire (Attachment A)
6. House Bill 89 (Attachment A)
7. References



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### D. BID SUBMISSION

The City will receive bids electronically through Public Purchase or hard copies delivered to the Purchasing Department.

1. Public Purchase – Electronic Submission  
Bids can be received electronically through [www.publicpurchase.com](http://www.publicpurchase.com).  
Instructions for Public Purchase can be found on Attachment B. Please be advised that it can take up to 24 hours for an account to be active with Public Purchase. If you need assistance with the process, you can contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com).
2. Delivery or Mail – Hard Copies  
Hard copy bids can be submitted with one (1) marked original and one (1) marked copy: properly labeled and clearly marked with the bid number and description.  
Hard copies should be delivered to:

City of League City  
Purchasing Department  
City Hall  
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.  
**Mark envelope/package: 24-059 Concrete Sidewalks & Pavement Repairs RE-BID**

### E. BID OPENING

Bids will be publicly opened and read aloud immediately following the due date and time. Bidders can attend in person at the address below.

Johnnie Arolfo Civic Center  
400 West Walker Street  
League City, TX 77573

Receipt of Bids and Sign-In Sheet will be uploaded to the City website within 48 hours after bid opening.

### F. BID AWARD

It is the intention of the City to award this bid to the lowest reasonable and responsible bidder. The initial term will be **two (2) years, with the option to renew for three (3) additional one-year periods with no more than a 3% escalation per renewal term**, available upon the mutual agreement of the parties. The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City to accomplish all services outlined in this bid.

### G. REFERENCES

Bidder is to provide at least five (5) references with at least two (2) from governmental agencies for which you have provided this type of goods/services. Include the name of the agency, contact name, telephone number, email address, date/length of the contract and a brief summary of work.





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### H. BID BOND REQUIREMENT

Any Contractor bidding on this project must submit a bid bond for 5% of the bid value along with their bid. This bond is for the total solicitation. In addition, the awarded Contractor shall provide a payment bond if the contract value exceeds \$50,000, as well as a performance bond if the contract exceeds \$100,000. Only a single performance and payment bond will be required to cover the full amount of the bid. There is no need to create separate bonds for each job listed on the cost sheet.

## III. SCOPE OF WORK

### A. INTRODUCTION

The City of League City seeks competitive bids for **Concrete Sidewalks & Pavement Repairs RE-BID**. The purpose of these specifications is to describe the minimum requirements of the City of League City for the **Concrete Sidewalks & Pavement Repairs ITB Contract**. The quantities in the Invitation to Bid or attached quantities are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage, and for large projects that occur in the City.

### B. PURPOSE AND SCOPE

1. Saw cut, remove, dispose offsite, and replace approximately 75,000 square feet of existing concrete pavement for roadways, parking lots, driveways, etc.: all thicknesses (including curbs, measured horizontally to the back of curb), from various public rights-of-way or easements City-wide.
2. The repair of 40 storm water collection boxes and/or manholes: all types, including but not limited to curb inlets, catch basins area drains, junction boxes, and manholes.
3. Saw-cut, remove, dispose offsite, and replace approximately 15,000 square feet of existing concrete sidewalks, all thicknesses and widths, from various public rights-of-way or easements City-wide.
4. Concrete pressure grouting 25,500 square feet of concrete street paving and sidewalks, all types, all thicknesses.

### C. TECHNICAL SPECIFICATIONS

#### 1. GENERAL

This item covers all work necessary for saw cutting, concrete removal, disposal offsite and concrete replacement.

#### 2. SAWCUTTING

Contractor shall use a water lubricated saw capable of cutting a minimum of two (2) inches deep to cut the existing concrete pavement, curbs, and sidewalks prior to its removal. Cutting shall be along lines as directed by the City Engineering Department. Contractor shall exercise care while removing concrete and leave a smooth edge along the line of the saw cut. If the Engineering Department determines that the saw cut line is rough and will not create a satisfactory joint,



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the Contractor shall repeat the above procedures with no compensation for the extra saw cutting, removal and offsite disposal.

### 3. REMOVAL AND DISPOSAL OFFSITE

All material removed shall become the property of the Contractor and shall be disposed of offsite immediately. For concrete pavement, the Contractor shall saw cut and remove the concrete and leave a minimum of twelve (12) inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill twelve (12) inches into the remaining existing concrete and secure a twenty-four (24) inch, four (#4), deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.

- a. For concrete driveway, the Contractor shall saw cut and remove the concrete. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.
- b. For concrete curbs, the Contractor shall remove the concrete and leave a minimum of nine (9) inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill nine (9) inches into the remaining existing concrete and secure an eighteen (18) inch, three (#3), deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header or curb ear, like header or curb ear material shall be installed. Cost of curb removal and replacement shall be included in the unit price for pavement removal and replacement.
- c. For concrete sidewalks, the Contractor shall saw cut and remove the concrete, clip exposed wire mesh, and cover the exposed wire mesh with a suitable epoxy coating. If the removal is to an existing header or construction joint, like header material shall be installed.
- d. For existing monolithically poured concrete paving and curb sections, removal and payment shall be made in accordance with concrete pavement, with no separate linear foot payment for the monolithically poured curb.

### 4. SITE PREPARATION AND RESTORATION

The Contractor shall remove all loose material from the areas where concrete pavement, driveways, and sidewalks are to be placed. Compacted (sack 1.5 per ton) cement stabilized sand shall be placed, the depths of which sand shall be as follows: six (6) inches for public roadway pavement, four (4) inches for driveways, and three (3) inches for sidewalks. Forms shall be placed in accordance with good construction practices in common use. Lines and grades shall be the responsibility of the Contractor, who will make sure that water shall not pond on the newly poured pavement, driveways and sidewalks. If water does pond in the newly poured sections, the Contractor may, at the direction of the City Engineer's office, be required to remove and replace same at Contractor's sole cost and expense. All disturbed areas adjacent to the newly installed concrete pavement, driveways, and sidewalks shall be back filled with earthier material capable of supporting St. Augustine or Bermuda grass or similar vegetation and contoured to match or transition smoothly to adjacent existing or finished grades.





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### 5. PORTLAND CEMENT CONCRETE

Portland Cement shall conform to ASTM C-150, Type I or Type IA. The cement shall conform to applicable ASTM specifications for weight variations and length of storage. Cement which has become caked or lumped shall not be used.

- a. Coarse aggregate shall consist of durable particles of washed gravel, crushed gravel, or crushed stone of reasonably uniform quality throughout, free from injurious amounts of salt, alkali, vegetable matter or objectionable material and shall conform to ASTM C-33.
- b. Fine aggregates shall consist of sand or a combination of sand, and shall be composed of clean, hard, durable, uncoated grains and shall conform to ASTM C-33.
- c. Water shall be from municipal supplies approved by the State Health Department.
- d. Admixtures shall comply with all requirements of Item 437 of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.
- e. Steel reinforcing section shall conform to Item 440.2(1) of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995. Minimum size bar for curb and gutter section shall be No. 4. Minimum size bar for concrete curbs shall be No. 3. Reinforcement for sidewalk and driveways shall be either wire mesh (sizes 6-6-6), Number 3 rebar on 18-inch centers, or Fibermesh (as approved by the City's Building Department). Steel may be field bent or cut but shall not be heated and/or cut with a torch.
- f. Poured joint sealing material shall conform to the requirements of ASTM D-1190 or to Item 433.2(3) (e) Class 5 Self-leveling low modulus silicone sealant of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.
- g. Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. Lumber forms shall be softwood framing lumber, kiln dried, PS 20, No. 2 common grade. Plywood forms shall be exterior type softwood, PS 20, panel veneer grades BB.
- h. Load transfer units for auto traffic and sidewalk construction shall be 3/4" redwood form with minimum 1" deep removable top strip, 1/2" x 10" steel reinforcing bars at 22" o.c. +/- with plastic bond breaker sleeve on one side, and 3/32" thick steel bar support plates each side. Provide custom size as required for full paving depth and sealant depth as required by manufacturer.

### 6. CONCRETE STRENGTH

The concrete mix will be designed to produce a minimum flexural strength of 550 PSI at the age of seven (7) days and a minimum compressive strength of 3,500 PSI at the age of twenty-eight (28) days. The concrete shall contain not less than



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5-1/2 sacks of Portland cement per cubic yard of concrete. The water-cement ratio shall not exceed 6.25 gallons of water/sack of Portland cement.

### 7. MIX DESIGN

The Contractor shall be responsible for furnishing the City Engineer with the concrete mix design for approval. The mix shall be designed to conform with the requirements contained herein and in accordance with ACI 318. The mix will be designed to produce concrete which will have a slump of four (4) inches (plus or minus 1 inch) for non-structural concrete.

### 8. PLACEMENT AND FINISHING

Cast in place items for securing adjoining materials to concrete work shall be accurately spaced, positioned and secured prior to placement of concrete.

- a. Steel reinforcement shall be accurately spaced, positioned and secured prior to placement of concrete. The Office of the City Engineer shall be given 24 hours' notice to inspect reinforcement steel before concrete is placed.
- b. Temperature limitations: Do not place concrete when ambient temperature is 40 degrees F. or below and falling. Concrete may be placed when temperature is 40 degrees F. or above and rising, providing there is no reason to expect a drop-in temperature below 40 degrees F. within 24 hours of the conclusion of the pour.
- c. Place concrete only after all forms, reinforcement, cast in place items, pipes, conduits, sleeves, hangers, anchors, flashing and other work required have been properly installed, and forms cleaned and wetted.
- d. Concrete shall be mixed and delivered to the site in accordance with ASTM C-94.
- e. Place concrete on a moist grade as near as possible in its final position in the forms to avoid segregation of the aggregate or displacement of the reinforcement steel, joint assemblies, and cast in place items. Concrete shall be thoroughly consolidated by approved mechanical means. Special care shall be used to prevent the formation of honeycombs and voids. Cold joints shall not be allowed.
- f. All edges, including dummy and expansion joints, shall be rounded with an edging tool having a radius of approximately 1/3 inch. Dummy contraction joints shall be formed in the fresh concrete by cutting a groove to a depth of 3/4 inch in the top portion by means of a jointer having a radius of 1/8 inch and a cutting edge not more than 1/2 inch thick. Dummy joints will be spaced 48 inches on center in each direction, except where a definite pattern is shown on the drawings. Exposed finished surfaces shall receive a light broom finish. Apply white pigmented membrane curing compound conforming to the requirements of ASTM C-309. Joints to be sealed shall be filled with joint-sealing material before surface is opened to public traffic, as soon after completion of the curing period as is feasible. Joints shall be cleaned of all foreign material and joint faces shall be clean and dry before placing sealant. Sealant shall be placed in accordance with manufacturer's recommendations.





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and none of the sealant material shall be spilled on the exposed surfaces of the concrete.

- g. Maximum variation in finished concrete slab surfaces shall be 1/8" when tested with a 10-foot-long straightedge. Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements shall be repaired or replaced by Contractor as directed by City Engineer.

### 9. MEASUREMENT AND PAYMENT

Saw cutting, removal, disposal offsite, and replacement of concrete pavement shall be paid for based on per square feet units, for actual units saw cut, removed, disposed offsite, and replaced. There shall be no separate pay for the cost of curb removal and replacement, which shall be included in the unit price for pavement removal and replacement.

- a. Saw cutting, removal, disposal offsite and replacement of concrete driveway pavement shall be paid for based on per square feet units, for actual units saw cut, removed, disposed offsite, and replaced.
- b. Saw cutting, removal, disposal offsite and replacement of concrete sidewalks shall be paid for based on per linear foot units, for actual units saw cut, removed, disposed offsite, and replaced.
- c. There shall be no separate fee for site preparation or restoration. All costs associated with the same shall be considered portions of the unit prices paid for the installation of the concrete pavement, driveways, and sidewalks.

### 10. CLEAN UP AND RESTORATION

The Contractor shall clean up each job site every day. Before moving to the next jobsite, the Contractor shall return the finished grade to as near its original condition as possible, including fine grading and sodding to match existing ground contours and grass types, respectively.

### 11. MOBILIZATION COST

The cost of mobilization should be included in unit pricing for sidewalks, inlets, manholes, and residential driveways.



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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 Purchasing Department at 300 West Walker, League City Texas, 77573.
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 <https://www.leaguecitytx.gov/bids.aspx>. If Bidder 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. 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.
7. **Should Bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
8. 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.
9. 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.
10. Bid offered shall be valid for at least ninety (90) days from opening date.
11. The City of League City is exempt from taxes. DO NOT INCLUDE TAX IN BID.
12. 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.
13. The City of League City reserves the right to terminate this contract for any reason by notifying the Bidder/Supplier in writing thirty (30) days prior to the termination of this agreement
14. Additionally, the City and Bidder reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.
15. 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.
16. 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





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

17. 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 caused to disqualify bid.
18. NO substitutions or cancellations permitted without written approval of the City of League City.
19. 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 Bidder or to the Bidder who provides goods or services at the best value for the City of League City.
20. At the time of the opening of bids, each Bidder 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 Bidder to examine any form, instrument, document, or site shall in no way relieve any bidder from any obligation in respect to this bid.
21. 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. 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.
23. 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.
24. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
25. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
26. The Bidder/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
27. Invoices must be itemized, and purchase order number should be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Bidder for correction. Invoices submitted for





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payment shall be e-mailed to: City of League City, Accounts Payable at [accountspayable@leaguecitytx.gov](mailto:accountspayable@leaguecitytx.gov). Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St, League City, TX 77573

28. 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.
29. ETHICS ACKNOWLEDGEMENT: Bidder 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 Bidder 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 Bidder shall be barred from additional contracting with the City of League City for a period of three (3) years.
30. 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.
31. INDEMNITY CLAUSE: The Bidder shall defend, indemnify and hold harmless city, and each 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.
32. COMPLIANCE: All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.
33. INSURANCE REQUIREMENTS: Bidder 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 Bidder 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 Bidder will enter upon City premises:
 

Worker's Compensation coverage with statutory limits for the State of Texas, and 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. Bidder shall pay all insurance





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deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Bidder shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

34. **EQUAL OPPORTUNITY EMPLOYER:** The successful Bidder 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.
35. **PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract resulting from the solicitation. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. With the option to renew no more than a 3% escalation per year. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
36. **INVOICES:** Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoice submittals shall only occur on or after the first working day of the month (Monday-Friday). Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, [accountspayable@leaguecity.com](mailto:accountspayable@leaguecity.com). Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.
37. **ASSIGNMENT:** The successful Bidder may not assign, sell, or otherwise transfer this contract without prior written consent of the City of League City.
38. **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:
  - i. The date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
  - ii. 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](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)
39. **CERTIFICATE OF INTERESTED PARTIES:** Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>
40. **Prohibition on Contracts with Companies Boycotting Israel:** Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State



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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.p>

41. Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of League City from entering into a contract with that vendor. Below is a link to the list.  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>
42. Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.
43. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.