



STATE OF TEXAS

CITY OF LA PORTE

CONTRACT FOR FLYGT PUMPS

This Contract is made and entered into this ___ day of _____ 2024, between the City of La Porte, Texas, 604 West Fairmont Pkwy, La Porte, TX 77571 (the "City") and Hahn Equipment Co., Inc. (the "Contractor"), 5636 Kansas, Houston, TX 77007, in connection with pumping equipment. In consideration of the mutual covenants and promises contained herein, the City and the Contractor agree as follows:

1. Parts of Contract: This Contract, Hahn Equipment Quotations #21044, #21045, #21046, #21047 and #21048 for Flygt Pumps at Lift stations 2,5, 6, 8, 29 and 37 are all made a part of this Contract and collectively evidence and constitute the entire contract for services for pumping equipment. In the case of any conflict between the terms and conditions of this Contract and Hahn Equipment Co., Inc, the terms and conditions of this Contract shall prevail.

2. Contractor Responsibilities: Contractor will furnish all the required labor, materials, equipment, and supplies; perform all of the work specified in the Scope of Work (outlined in Hahn Equipment Co., Inc. Quotations #21044, #21045, #21046, #21047 and #21048 for Flygt Pumps and do everything called for therein. All work shall be performed in accordance with local and state laws, codes and regulations. All work shall be performed in a good and workmanlike manner.

3. Certificate of Liability Insurance: Contractor shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. Each policy shall contain waiver of subrogation in favor of City of La Porte, name the City of La Porte as an additional insured, and provide a 30-day notice of cancellation or change in coverage. See Exhibit A for insurance requirements.

4. Payment of Service: The City, upon satisfactory work by Contractor and receipt of approved itemized invoice, will pay Contractor within thirty days.

5. Change Orders: Change orders must be in writing and approved by the Contractor and the City.

6. Conflict of Interest: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any person who seeks to contract for sale or purchase of property goods or services with a local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven business days after initial contract. Form is included as Exhibit B.

7. H.B. 89: Pursuant to Texas Government Code 2270.001, Contractor certifies that 1) it does not boycott Israel currently; and 2) it will not boycott Israel during the term of the contract. Form is included as Exhibit C.

8. Certificate of Interested Parties (Form 1295): Pursuant to House Bill 1295 a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The Texas Ethics Commission has made available on its website a filing application that must be used to file Form 1295, which form Contractor agrees to complete and submit.

9. Governing Law: This contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in La Porte, Texas. Venue shall lie exclusively in Harris, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date first above written.

CITY OF LA PORTE, TEXAS:

CONTRACTOR:

By: _____
Corby D. Alexander
City Manager

By: _____

DATE: _____

DATE: _____

Owner's Address:

Contractor's Address:

604 West Fairmont Pkwy.
La Porte, Texas 77571
Phone: 281-470-5020

Phone:

Construction Insurance Requirements

Contractors performing work on City property or public right-of-way for the City of La Porte shall provide the City a certificate of commercial general liability insurance or a current copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. The policy shall be maintained for the duration of the agreement. Duration of the agreement includes the time from the beginning of the agreement until the agreement is completed and accepted by the City. Contractor’s insurance will be *primary* payer. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of La Porte.

Listed below are the minimum types and amounts of insurance required. The coverage amounts designated are minimum requirements and do not establish limits of the Contractor’s liability. **The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.**

Workers’ Compensation

State: Statutory

Employer’s Liability:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

General Liability:

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability:

Combined Single Limit	\$1,000,000
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Excess Liability:

Umbrella	Each Occurrence	\$2,000,000
	Each Aggregate	\$1,000,000

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, shall provide the City with 30-day notice of cancellation or materially changed or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. The policy shall name the City of La Porte as an additional insured. If Contractor fails to comply with this requirement, The City at its sole discretion, may:

Immediately suspend Contractor from any further performance under this Agreement/purchase order and begin procedures to terminate for default.

Please provide certificate to: City of La Porte Purchasing Division
604 W. Fairmont Parkway
La Porte, Texas 77571

Or E-mail to Purchasing@laportetx.gov

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

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, do hereby verify 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 the above-named Company, business or individual with City of La Porte, Texas.**

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Billy Brooks QUOTE #: 21044
COMPANY: City of La Porte DATE: January 17, 2024
FROM: David Hasson RE: Lift pumps 5 & 6

HAHN EQUIPMENT CO., INC. is pleased to submit to City of La Porte, the following proposal:

ITEM NO. 1:

Two (2) FLYGT Model NP3202 , 12-inch discharge, electric submersible sewage pump(s) complete with 35 H.P., 460 volt, 3 phase, 60 hertz, 1150 RPM motor, Impeller No 618, with ' of 7 conductor SPC cable.

- (2) 12" Discharge connection
- (2) Upper guide bar bracket
- (2) Intermediate guide bar bracket
- (4) 3" guide rails
- (2) 25' 3/8" lifting chain

Installation of Discharge Connections, rails, brackets, and pumps.
Startup Service

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$205,307.00**

Above pricing does not include any piping, or valves.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 14-16 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Billy Brooks QUOTE #: 21045
COMPANY: City of La Porte DATE: January 17, 2024
FROM: David Hasson RE: LS 37

HAHN EQUIPMENT CO., INC. is pleased to submit to City of La Porte, the following proposal:

ITEM NO. 1:

One (1) FLYGT Model NP3202, 6-inch discharge, electric submersible sewage pump complete with 45 H.P., 460 volt, 3 phase, 60 hertz, 1755 RPM motor, Impeller No 462, with 50' of 7 conductor SPC cable. Including: (1) 25' SS lifting chain

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$45,858.00**

Above pricing does not include any piping, or valves.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12-14 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Billy Brooks QUOTE #: 21046
COMPANY: City of La Porte DATE: January 17, 2024
FROM: David Hasson RE: LS 2

HAHN EQUIPMENT CO., INC. is pleased to submit to City of La Porte, the following proposal:

ITEM NO. 1:

One (1) FLYGT Model NP3153, 4-inch discharge, electric submersible sewage pump complete with 15 H.P., 460 volt, 3 phase, 60 hertz, 1755 RPM motor, Impeller No 465, with 50' of 7 conductor SPC cable. Including: (1) 25' SS lifting chain.

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$23,844.00**

Above pricing does not include any piping, or valves.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12-14 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Billy Brooks QUOTE #: 21047
COMPANY: City of La Porte DATE: January 17, 2024
FROM: David Hasson RE: LS 29

HAHN EQUIPMENT CO., INC. is pleased to submit to City of La Porte, the following proposal:

ITEM NO. 1:

One (1) FLYGT Model NP3127, 4-inch discharge, electric submersible sewage pump complete with 7.5H.P., 230/460 volt, 3 phase, 60 hertz, 1755 RPM motor, Impeller No 489, with 50' of 7 conductor SPC cable. Including: (1) 25' SS lifting chain.

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$14,889.00**

Above pricing does not include any piping, or valves.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12-14 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Billy Brooks QUOTE #: 21048
COMPANY: City of La Porte DATE: January 18, 2024
FROM: David Hasson RE: LS 8

HAHN EQUIPMENT CO., INC. is pleased to submit to City of La Porte, the following proposal:

ITEM NO. 1:

One (1) FLYGT Model NP3127, 4-inch discharge, electric submersible sewage pump complete with 10H.P., 230 volt, 3 phase, 60 hertz, 1755 RPM motor, Impeller No 488, with 50' of 7 conductor SPC cable. Including: (1) 20' SS lifting chain.

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$14,458.00**

Above pricing does not include any piping, or valves.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12-14 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
 - Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
 - Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
 - Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.