



**PASADENA ECONOMIC DEVELOPMENT
CORPORATION
FOR
LITTLE VINCE BAYOU GREENWAY
PROJECT
CIP # R086**

**PRE-BID MEETING WILL BE HELD AT THE TIME AND PLACE SET OUT
BELOW:**

Tuesday, APRIL 21, 2026 at 10:00 a.m.

**1149 ELLSWORTH DRIVE 5th FLOOR, PROJECT DEVELOPMENT
CONFERENCE ROOM**

**NO QUESTIONS CONCERNING THIS PROJECT WILL BE ANSWERED
FORTY-EIGHT HOURS PRIOR TO BID OPENING (SECTION 2.12)**

**BID CLOSE: MONDAY, MAY 4, 2026 TIME: 4:00 P.M.
1149 ELLSWORTH DRIVE, 2nd FLOOR, PASADENA,
TEXAS 77506**





PASADENA ECONOMIC DEVELOPMENT CORPORATION

**LITTLE VINCE BAYOU GREENWAY PROJECT
CIP # R086**

BID CHECKLIST

Please complete and turn in the following attached forms as part of your bid:

- **Proposal to Pasadena Economic Development Corporation**
- **Proposal Sheet/Bid Form**
- **Statement of Materials and Services**
- **Subcontractor Information**
- **Conflict of Interest Questionnaire**
- **Contractor's Certification of Non-Debarment**
- **Sub-Contractor's Certification of Non-Debarment**
- **Bid Bond**

**BID CLOSE: MONDAY, MAY 4, 2026 TIME: 4:00 p.m.
1149 ELLSWORTH DR., 2nd FLOOR PASADENA,
TEXAS, 77506**

CITY OF PASADENA CONTRACT DOCUMENTS

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(* THE TECHNICAL SPECIFICATIONS ARE INCLUDED BY REFERENCE AND INCLUSION OF THEIR TABLE OF CONTENTS HEREIN. THE CITY OF PASADENA HAS REVISED STANDARD CONSTRUCTION SPECIFICATIONS THAT WILL SIGNIFICANTLY IMPACT CONSTRUCTION REQUIREMENTS FOR THE PROSPECTIVE BIDDER.**

THE TECHNICAL SPECIFICATIONS AND BID DRAWINGS ARE ATTACHED TO THIS PROJECT MANUAL IN 'DIGITAL FORMAT' AND ARE NOW AVAILABLE FOR PURCHASE AT 1149 ELLSWORTH DRIVE, PASADENA, TEXAS.)

SECTION A
NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed proposals, addressed to the PASADENA ECONOMIC DEVELOPMENT CORPORATION, for the following:

LITTLE VINCE BAYOU GREENWAY PROJECT
CIP# R086

For the PASADENA ECONOMIC DEVELOPMENT CORPORATION, hereinafter called "OWNER" will be received at the office of the CITY SECRETARY, 1149 Ellsworth Drive, 2nd Floor, Pasadena, Texas until **4:00 P.M.**, the day of **MONDAY, MAY 4, 2026**, and then will be publicly opened and read aloud on **Tuesday, MAY 5, 2026** at **3:00 P.M.** at 1149 Ellsworth Drive, 2nd Floor Suite 236. Any bid received after the closing time will be returned unopened.

Plans and specifications may be obtained from the Pasadena Economic Corporation website at <https://www.pasadenaedc.com/media-center/bid-opportunities>. Any questions regarding documentation can be submitted to ktomlinson@pasadenaedc.com.

No bids may be withdrawn after the scheduled closing time for receiving of bids, for at least thirty (30) days.

The "OWNER" reserves the right to reject any and/or all bids and to waive formalities.

Publish: **APRIL 8, 2026 AND APRIL 15, 2026**

NON-MANDATORY PRE-BID MEETING:

TUESDAY, APRIL 21, 2026 at 10:00 A.M.

Project Development Conference Room, 1149 Ellsworth Drive, 5th Floor, Pasadena, Texas 77506

SECTION B
INSTRUCTIONS TO BIDDER

GENERAL CONDITIONS OF BIDDING

FAILURE TO COMPLY WITH THESE SPECIFICATIONS MAY RESULT IN BID BEING DISQUALIFIED

1. BIDDING:

- A. All bids must be on forms furnished by the Project Development Department and must be written in INK or TYPEWRITER. Pencil Quotations will not be considered. Bids must be an ORIGINAL and be in duplicate and both bids must be signed in INK.
- B. Bids shall be submitted at the time and place indicated in the Advertisement and shall be enclosed in an opaque sealed envelope, marked with the Company Name and project title.
- C. Complete sets of bidding documents must be used in preparing bids; neither owner nor engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- D. Bids should show net prices, extensions and net total. ANY BID containing erroneous extensions of unit prices and/or totals of extended bids will be rejected.
- E. No change in price will be considered after bids have been opened.
- F. This proposal must not be altered. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
- G. Quotations will not be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- H. All bids must show the full name of firm bidding, with the name typewritten or in ink. All bids must be signed, in ink, by the responsible officer or employee of the firm and title of the office or employee must be shown. Obligations assumed by the signature must be fulfilled.
- I. It is understood that the following quantities of work to be done are approximate only and intended principally to serve as a guide in figuring the bids. The unit price bid for each item will be used in calculating progress and final payments.
- J. The proposal shall be accompanied by a Proposal Guaranty. This proposal guaranty shall be either a certified or cashiers check for bids of less than \$25,000.00 or a certified or cashiers check or a bid bond for bids \$25,000.00, or greater, written by a bonding company licensed to do business in the State of Texas, and is acceptable to the Pasadena Economic Development Corporation.

GENERAL CONDITIONS OF BIDDING, CONTINUED

- K. The Proposal Guaranty shall be in the amount of five percent (5%) of the greatest amount bid or \$10,000.00, whichever is greater, payable without condition, to the Pasadena Economic Development Corporation, as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the contract documents and will furnish good and sufficient bond for the performance of the same.

- L. The bid security of the three lowest bidders will be retained until the contract is awarded, or other disposition is made thereof. The bid security of all bidders, except the three qualified, may be returned within seventy-two (72) hours after canvas of the bids.

NOTICE TO CONTRACTORS

RE: BIDDER'S QUALIFICATIONS

To bid the following categories of work: construction, maintenance and specialty projects that do not require the full prequalification requirements, the bidder must complete the Bidder's Questionnaire form and provide all additional requested information before he bids any city project. Once approved, the approval is valid for one year from the date of receipt. The contractor must be qualified before he bids any city projects.

Pre-qualified contractors (having submitted audited financial statements and the Confidential Questionnaire) are also eligible to bid on waived construction and maintenance projects, as well as emergency projects. The Bidder's Questionnaire need not be submitted.

No bid will be considered unless the Bidder is pre-qualified as stipulated in the City of Pasadena Home Rule Charter, Section 16, Article XII, "Qualification of Contractor".

SPECIFICATIONS

No bid will be accepted, opened and read unless the bidder or his representative has taken plans in the name of the bidder after paying the proper deposit, from the Project Development Department located at 1149 Ellsworth Drive, Pasadena, Texas.

The individual taking the plans must leave the name of the firm or individual submitting the bid, the current address and phone number. This information is necessary to assure that any addendum may be properly sent to the prospective bidder to avoid possible disqualification and/or confusion in the bid process.

MANDATORY PRE-BID MEETINGS

No bid will be accepted, opened and read unless the bidder or his authorized representative has attended the mandatory pre-bid meeting, as set out in this proposal package.

There will be no addendum issued later than seventy-two (72) hours in advance of bid opening.

Pre-bid meetings will be held on all jobs with an estimated cost of over \$75,000.00.

NOTICE TO CONTRACTORS

RE: CONTRACTORS AUDITED PRE-QUALIFICATION FOR ALL CITY OF PASADENA/PASADENA ECONOMIC DEVELOPMENT CORPORATION PROJECTS OVER \$300,000.00

CONTRACTOR PRE-QUALIFICATION

The contractor must be pre-qualified before he bids any city projects over \$300,000.00. Pre-qualification must be active for at least thirty (30) days after the project is bid. No extension to an existing pre-qualification will be made unless said bidder has been pre-qualified with the City of Pasadena for a minimum of at least six months prior to requesting such extension.

A list of other jobs of similar nature completed by the contractor must be included in his bid.

Such information to be for the purpose of showing that the contractor possesses the qualifications required of contractors for work of similar nature by the Highway Department of Texas, as stipulated in the City of Pasadena Home Rule Charter, Section 16, Article XII, "Qualifications of Contractors".

PLANS AND SPECIFICATIONS

No bid will be accepted, opened and read unless the bidder or his representative has taken plans in the name of the bidder after paying the proper deposit, from the Project Development Department located at 1149 Ellsworth Drive, Pasadena, Texas.

The individual taking the plans must leave the name of the firm or individual submitting the bid, the current address and phone number. This information is necessary to assure that any addendum may be properly sent to the prospective bidder to avoid possible disqualification and/or confusion in the bid process.

MANDATORY PRE-BID MEETINGS

No bid will be accepted, opened and read unless the bidder or his authorized representative has attended the mandatory pre-bid meeting, as set out in this proposal package.

There will be no addendum issued later than seventy-two (72) hours in advance of bid opening.

Pre-bid meeting will be held on all jobs over \$75,000.00.

INDEMNITY CLAUSE

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS OF ANY NATURE AND HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE CONTRACTOR AND ITS AGENTS, SERVANTS OR EMPLOYEES OPERATIONS OF CONSTRUCTION OF SEWER PLANT AND APPURTENANCES AND ALL WORK PERFORMED BY CONTRACTOR UNDER THIS CONTRACT WITHIN THE CITY, INCLUDING THOSE CLAIMS, DEMANDS, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS WHICH INVOLVE OR MAY INVOLVE THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF:

- (i) THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS, SERVANTS OR EMPLOYEES; AND**
- (ii) THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIMS, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSION OF THE CONTRACTOR'S OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF THE CONTRACTOR.

ASSIGNING OF CONTRACT AND SUBCONTRACTING

ASSIGNING OF CONTRACT: The contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his rights, title or interest therein without approval of the Pasadena Economic Development Corporation. Any assignment proposed by the contractor must be deemed justified or legally acceptable by the Pasadena Economic Development Corporation.

SUBCONTRACTING: The contractor will not be permitted to sublet any portion of the contract without the approval of the Director. No subcontract will, in any case, relieve the contractor of his responsibility under the contract and bonds. The contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than fifty percent (50%) of the value of all work embraced in the contract exclusive of items not commonly found in contracts for similar work, or which, require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the in the organizations of contractors performing work of the character embraced in the contract. Specialty items may be performed by subcontract and the amount of any item so performed may be deducted from the total original contract amount before computing the amount of work required to be performed by the contractor's own organization. "His own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented directly by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, agent of the prime contractor or any other entity. The City reserves the right to require copies of canceled checks from the prime contractor to verify direct payment of laborers and equipment sufficient to meet the above requirements.

AWARD OF CONTRACT

The contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

In determining the best value for the municipality, the municipality may consider:

- 1) the purchase price;
- 2) the reputation of the bidder and of the bidder's goods or services;
- 3) the quality of the bidder's goods or services;
- 4) the extent to which the goods or services meet the municipality's needs;
- 5) the bidder's past relationship with the municipality;
- 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- 7) the total long-term cost to the municipality to acquire the bidder's goods or services, and
- 8) any relevant criteria specifically listed in the request for bids or proposals.

SECTION C
PROPOSAL AND BID ITEMS

DEPARTMENT: PROJECT
DEVELOPMENT
PROJECT NO. : CIP # R086
LOCATION: LITTLE VINCE BAYOU
GREENWAY PROJECT

**PROPOSAL
TO
PASADENA ECONOMIC DEVELOPMENT CORPORATION**

The undersigned, as bidder, declares that the only person or parties interest in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the engineer as therein set forth.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in figuring the bids.

It is further understood that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the engineer, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 122 calendar days. Contractor and Surety acknowledge amendment to PEDC Standard Specification and General Provisions, Section 8.6 - Failure To Complete Work on Time liquidated damages table as follows:

Amount of Contract	Liquidated Damages Per Day
Less than \$100,000	\$ 500.00
More than \$ 100,000	\$ 800.00

Within fifteen (15) days after written notification of award of contract, the undersigned will execute and furnish to PEDC the contract with 1) a performance bond and 2) a payment bond each in full the amount of the contract price, plus 3) when required by Special Provision, a maintenance bond good for a period of one year from the date of final acceptance of the completed work, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas and approved by the insurance board appointed by the Chairman and

approved by the PEDC Board. Said bond or bonds are to be written by a member of said insurance board unless a waiver to this requirement, signed by the chairman of said insurance board, is secured by the contractor prior to the execution of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Project Development Director.

The undersigned certifies that the bid prices written out below in this proposal have been carefully checked and are submitted as correct and final, the total of which is:

_____ Dollars _____ Cents
TOTAL WRITTEN OUT

(_____)
TOTAL IN FIGURES

PRINT FIRM NAME

SIGNATURE

TITLE

ADDRESS

CITY – TEXAS – ZIP CODE

PHONE NUMBER

**Pasadena Second Century Corporation dba Pasadena Economic Development Corporation
Project No. R086 - Little Vince Bayou Greenway**

General Base Unit Bid Items							
Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
1	1502	Mobilization & Miscellaneous	LS	1			\$0.00
2	GEN. COND.	Permits & Bonds	LS	1			\$0.00
3	1555	Traffic Control	LS	1			\$0.00
4	1580	Project Signs	EA	2			\$0.00
TOTAL GENERAL BASE UNIT BID ITEMS							\$0.00
Demolition Base Unit Bid Items							
Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
5	2233	Clearing and Grubbing	AC	3			\$0.00
6	2110	Tree Demolition	EA	23			\$0.00
7	1566	Tree Protection Fence	LF	790			\$0.00
8	2221	Remove and Dispose of Existing Concrete Sidewalk(including sub grade and geotextile, if any)	SY	1,200			\$0.00
9	2221	Remove and Dispose of Existing Driveway	SF	462			\$0.00
10	2221	Remove Existing Concrete Curb	LF	320			\$0.00
TOTAL DEMOLITION BASE UNIT BID ITEMS							\$0.00

Hardscape Base Unit Bid Items

Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
11	2751	5" Concrete Trail	SY	4,900			\$0.00
12	2321	Cement Stabilized Sand Subgrade (6" Depth)	SY	781			\$0.00
13	2336	Lime Stablized Subgrade (6" Depth)	SY	5,112			\$0.00
14	2336	Lime (6%)	TON	70			\$0.00
15	2751	8" Concrete Pavement (Parking Area)	SY	190			\$0.00
16	2771	4" Roll Over Curb	LF	15			\$0.00
17	2771	6" Concrete Curb	LF	210			\$0.00
18	2086 & 2775	Adjust Existing Inlet and Replace with ADA Grate	EA	1			\$0.00
19	2767	4" Pavement Markings (Parking)	LF	22			\$0.00
20	2767	12" Pavement Markings (Parking)	LF	22			\$0.00
21	2767	Handicap Signage Pavement Markings	EA	1			\$0.00
22	2767	24" Pavement Markings (Crosswalk)	LF	170			\$0.00
23	SPL	Handicap Parking Signs (Including Posts and all Signage)	EA	1			\$0.00
24	2775	Proposed Ramps with or Without ADA Detectable Warning Surface	EA	10			\$0.00
25	2754	6" Concrete Driveway	SY	170			\$0.00
26	SPL	Trash and Recycling Receptacle	EA	2			\$0.00
27	2870	Bench Pad with Sand Blast Finish	SY	57			\$0.00
28	2870	Benches	EA	6			\$0.00
TOTAL HARDSCAPE BASE UNIT BID ITEMS							\$0.00

Pollution Prevention Base Unit Bid Items

Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
29	2361	Reinforced Silt Fence	LF	3,910			\$0.00
30	2361	Inlet Protection Barrier	EA	18			\$0.00
31	2365	Concrete Washout Area	EA	2			\$0.00
32	2365	Stabilized Construction Access	SY	560			\$0.00
TOTAL POLLUTION PREVENTION BASE UNIT BID ITEMS							\$0.00

Sanitary Sewer Base Unit Bid Items

Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
33	2221	Remove and Dispose Existing Manhole	EA	2			\$0.00
34	2086	Proposed Sanitary Manhole	EA	2			\$0.00
35	2531	12" PVC Sanitary Pipe	LF	42			\$0.00
TOTAL SANITARY SEWER BASE UNIT BID ITEMS							\$0.00

Grading and Drainage Base Unit Bid Items

Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
36	2315	Trail Excavation	CY	1,956			\$0.00
TOTAL GRADING AND DRAINAGE BASE UNIT BID ITEMS							\$0.00

Softscape Base Unit Bid Items

Item No.	Spec. Section	Item Description	Unit	Quantity	BID UNIT PRICE (WRITTEN)	Unit Price	Total Cost
37	2930	Mexican Plum - 30 gal.	EA	9			\$0.00
38	2930	Laurel Oak - 30 gal.	EA	23			\$0.00
39	2930	Bur Oak - 30 gal.	EA	15			\$0.00
40	2930	Southern Red Oak - 30 gal.	EA	17			\$0.00
41	2930	Cedar Elm - 15 gal.	EA	9			\$0.00
42	2930	Loblolly Pine 15 gal.	EA	16			\$0.00
43	2924	Fine Grade and Sod & Handwatering for Establishment	SF	62,050			\$0.00
TOTAL SOFTSCAPE BASE UNIT BID ITEMS							\$0.00

Cash Allowances

44	SPL	Permits and Coordination	LS	1	N/A	\$5,000.00	\$5,000.00
45	SPL	Centerpoint Energy Allowance	LS	1	N/A	\$2,000.00	\$2,000.00
46	SPL	Site Investigation and Geotechnical	LS	1	N/A	\$10,000.00	\$10,000.00
47	SPL	Engineer Sealed Drawings	LS	1	N/A	\$5,000.00	\$5,000.00
48	SPL	Unforeseen Subgrade Soils Conditions	LS	1	N/A	\$10,000.00	\$10,000.00
TOTAL CASH ALLOWANCES							\$32,000.00

PASADENA ECONOMIC DEVELOPMENT CORPORATION

STATEMENT OF MATERIALS AND SERVICES

PROJECT NO.: R086

PROJECT NAME: LITTLE VINCE BAYOU GREENWAY PROJECT

Total Cost of Materials to be Incorporated \$ _____

Total Cost of Materials to be Consumed
during project \$ _____

Total Labor and Other Services \$ _____

TOTAL CONTRACT PRICE \$ _____

NOTE: Each of the three totals listed above must equal the amount shown for the total contract price.

SUBCONTRACTOR INFORMATION

Please list all of your subcontractors and submit this form with your bid.

<u>NAME OF CONTRACTOR</u>	<u>TYPE OF WORK TO BE PERFORMED</u>	<u>% OF WORK</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT

DATE:		NAME/ADDRESS OF CONTRACTING ENTITY:	
PROJECT NAME: LITLE VINCE BAYOU GREENWAY PROJECT		PASADENA ECONOMIC DEVELOPMENT CORPORATION PROJECT DEVELOPMENT DEPARTMENT ATTN: CONTRACT ADMINISTRATOR P.O. BOX 672 PASADENA, TX 77501-0672	
PROJECT NUMBER: R086			
<p>(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).</p>			
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:			
THE BIDDER IS:			
A SINGLE PROPRIETORSHIP		A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP		OTHER ORGANIZATION (DESCRIBE)	
BIDDER'S FEDERAL IN NUMBER:			
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER			
NAME	TITLE	ADDRESS	

--	--	--

NAME OF BIDDER: _____

BY: _____
(Signature)

(Typed Name and Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity therein stated as the act and deed of said _____.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 20____.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS

Name: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or published any statement, knowing the same to be false Shall be fined not more than \$5,000 or Imprisoned not more than two years, or both."

SUB-CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT

DATE:		NAME/ADDRESS OF CONTRACTING ENTITY:	
PROJECT NAME: LITTLE VINCE BAYOU GREENWAY PROJECT		PASADENA ECONOMIC DEVELOPMENT CORPORATION PROJECT DEVELOPMENT DEPARTMENT ATTN: CONTRACT ADMINISTRATOR P.O. BOX 672 PASADENA, TX 77501-0672	
PROJECT NUMBER: R086			
(I) (We) certify that no individual, firm, partnership or association which is hereby bidding on the above-named project is designated as not being debarred from contracting on federally-funded projects or as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276u-2(a)).			
LEGAL NAME AND BUSINESS ADDRESS OF THE BIDDER:			
THE BIDDER IS:			
A SINGLE PROPRIETORSHIP		A CORPORATION ORGANIZED IN THE STATE OF	
A PARTNERSHIP		OTHER ORGANIZATION (DESCRIBE)	
BIDDER'S FEDERAL IN NUMBER:			
NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE BIDDER			
NAME	TITLE	ADDRESS	

--	--	--

NAME OF BIDDER: _____

BY: _____
(Signature)

(Typed Name and Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity therein stated as the act and deed of said _____.

GIVE UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D.,
20____.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS

Name: _____

WARNING

U.S. Criminal Code, Section 1010, Title18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or published any statement, knowing the same to be false Shall be fined not more than \$5,000 or Imprisoned not more than two years, or both."

SECTION D

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THIS AGREEMENT made and entered into by and between Pasadena Economic Development Corporation, a 4B corporation, hereinafter called "PEDC", and

Hereinafter called the "CONTRACTOR", and referred to in the masculine pronoun singular whether a person, firm or corporation.

WITNESSETH:

1. The Contractor agrees at his own cost to furnish all tools, labor, material, machinery and appliances for the construction of, and to construct and deliver to PEDC in a good, sound, workmanlike manner, in strict accordance with the plans and specifications for said work, including general conditions and drawings and all other bid specifications and documents related thereto, prepared by the Director of Project Development and made a part hereof, and adopted by the PEDC Board of the City of Pasadena, the permanent improvement of:

PROJECT NAME: LITTLE VINCE BAYOU GREENWAY PROJECT

CIP # R086

CONTRACT AMOUNT: \$

CALENDAR DAYS: 122

And further obligates himself to pay promptly all subcontractors, workmen, mechanics and materialmen who may furnish labor and material for such work in strict accordance with such Contractor's agreement with such parties.

2. The Contractor agrees to begin work of construction within 15 days after being notified in writing to do so. The Contractor agrees to prosecute said work diligently and uninterruptedly after commencement, excepting as shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of calendar days stated in the Contractor's bid proposal, made a part of this contract. Time is of the essence of this contract, and the Contractor expressly stipulates that he understands that it is important to the PEDC that this public improvement be completed within the specific time. The parties hereto understand and agree that a breach of this portion of the contract by the Contractor will cause damage to the PEDC but further agrees that such damages cannot be accurately measured and that the ascertainment of such damages will be difficult. Therefore, it is agreed by the PEDC and the Contractor that for each and every day that said work or any portion thereof shall remain uncompleted after the expiration of the time limit above specified, or as extended in the manner provided in said General Provisions, the Contractor shall pay to PEDC the sum specified in the General Provisions, as minimum liquidated damages, which it is agreed will accrue to PEDC by reason of the non-completion of said work within the specified time. However, the foregoing agreement as to liquidated damages constitutes only an agreement by PEDC and the Contractor as to the minimum amount of damages which PEDC will sustain in any event by reason of the Contractor's failure to complete the work within the specified time. Should PEDC suffer damages over and above the minimum amount specified, by reason of the Contractor's failure to begin the work when ordered, carry it forward uninterrupted after the beginning or complete it within the specified time in strict

accordance with the plans and specifications, PEDC may recover such additional amount. PEDC shall have the right to deduct and withhold the amount of any and all such damages, whether it be the minimum amount agreed upon or may recover such amount from the Contractor and the sureties on his bond; all of such remedies shall be cumulative and PEDC shall not be required to elect any one nor be deemed to have made an election by proceeding to enforce any one remedy.

3. The said prime contractor, before beginning the work, shall execute to PEDC:
 - (1) a performance bond if the contract is in excess of \$100,000.00
 - a. solely for the protection of PEDC;
 - b. in the amount of the contract; and
 - c. conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
 - (2) a payment bond if the contract is in excess of \$25,000.00
 - a. solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material; and
 - b. in the amount of the contract.

The bonds shall comply with the requirements of Texas Government Code Chapter 2253, and must be payable to and be in a form approved by PEDC. The bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bonds must clearly and prominently display on the bond or on an attachment to the bond:

- a. the name, mailing address, physical address, and telephone number, including area code, of the surety company to which any notice of claim should be sent; or
- b. the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

4. Workers' Compensation and Liability Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form- 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in the Texas Labor Code §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person

has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Worker's Compensation and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer's Liability	\$ 500,000.00

Comprehensive General Liability

1. Bodily Injury - each occurrence	\$1,000,000.00
2. General Aggregate	\$1,000,000.00

3. Property Damage	\$1,000,000.00
4. Fire Damage	\$ 50,000.00
5. Medical Expenses – each person	\$ 5,000.00

Comprehensive Automobile Liability

1. Bodily Injury - each accident	\$1,000,000.00
2. Property Damage - each occurrence	\$1,000,000.00

Umbrella Liability

1. Bodily Injury – each occurrence	\$1,000,000.00
2. Property Damage – each occurrence	\$1,000,000.00

Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

The said Contractor further agrees to comply with all the ordinances and regulations of City of Pasadena relating to the manner in which excavations or other work are to be protected and made in the City streets and, on any other property and to protect such work with all such lights, barriers and other safeguards as are necessary and that are provided in the specifications or ordinances of the City or laws of the United States or this State, and further agrees and obligates himself to make payments promptly to all persons or corporations who may furnish any labor or material or both, in the prosecution of such work. The completion and acceptance of the work shall not absolve the Contractor from the above obligations as to any occurrence proximately resulting from any act or omission on his part.

5. If the Contractor fails to begin the delivery or to commence work as provided in the contract or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the Director insures a full compliance with the contract within the time limit, or if, in the judgment of the PEDC Board and Director, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, and in accordance with the terms of this contract and of the plans and specifications, written notice may be served by the PEDC Board or Director on such Contractor, or his agent or Representative, to provide within a specified time for a satisfactory compliance with the contract, and if said Contractor neglects or refuses to comply with such notice, PEDC may cancel or suspend the operation of all or any part of the contract and of the work hereunder, or it may, in its discretion, after such notice, purchase any or all of the material without suspending the contract. Upon suspension of a contract for construction or installation, PEDC may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the work covered by the contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by PEDC, or by other parties for it, for the completion of the work so suspended; or PEDC may employ other parties to perform the work or may substitute other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, materials and supplies, at the Contractor's expense, as may be necessary, in the opinion of the Director, for the proper conduct and completion of the work. If, in the opinion of PEDC, there is an emergency for the furnishing of certain material or the performance of certain work, in order to insure compliance with the terms of the Contract, and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by the written notice from PEDC, or the Director, to the Contractor, then PEDC shall have the power to and it may at its election furnish such material or perform such work at the expense of the Contractor and his sureties, who shall be liable therefore. In

the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material, or the performance of work by PEDC as herein provided, the decision of the Director shall be final. The enumeration of the options and privileges of PEDC as hereinbefore set forth is not and shall never be considered as the only rights, options or remedies of PEDC and it is expressly agreed that PEDC may pursue any other and further option, right and remedy afforded to it at law and in equity. Any cost, damage and expense to PEDC above the contract price arising out of the happening of any or all of the contingencies above specified and contemplated shall be charged to and paid in full by the Contractor and his surety. Any other loss, of any nature, occasioned to PEDC by reason of default or failure of the Contractor or by any breach of this contract shall also be borne and paid by the Contractor and his surety. In the event that PEDC shall suspend or terminate the contract in whole or in part, such action shall not relieve either the Contractor or his surety from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract or by the Contractor's liabilities imposed upon them by this contract or by the Contractor's bonds. It is expressly agreed by the Contractor and his surety that they and each of them will be fully and completely bound by each and every decision of PEDC or the Director in all matters pertaining to this contract unless the Contractor or his surety shall prove by clear, convincing and unmistakable proof that such decision is arbitrary and not grounded upon any evidence of fact reasonably calculated to support such decision. It is further agreed, that if PEDC shall be obliged, under the terms hereof, to take charge of and complete said work, that it shall have the right, and is hereby permitted to use all the patented or copyrighted plans, tools, machinery, appliances, materials or methods of the Contractor so that the work shall be completed in accordance with the plans and specifications.

6. THE CONTRACTOR AGREES TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS PEDC FROM ALL COSTS, EXPENSES AND DAMAGES OR LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FROM WRONG, OR INJURY OR DAMAGES WHICH MAY BE OCCASIONED BY SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR CONNECTED THEREWITH, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF PEDC AND ANY OTHER PERSON OR ENTITY.

CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS PEDC, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CLAIMS OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENT, SERVANTS OR EMPLOYEES UNDER THIS CONTRACT OR CONNECTED THEREWITH WHERE SUCH INJURIES, DEATH OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:

- (1) THE CONTRACTOR OR ANY OF ITS EMPLOYEES; AND**
- (2) PEDC, ITS OFFICERS, AGENTS OR EMPLOYEES.**

IT IS THE EXPRESSED INTENTION OF BOTH PEDC AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY

THE CONTRACTOR TO INDEMNIFY AND PROTECT PEDC FROM THE CONSEQUENCES OF THE NEGLIGENCE OF PEDC, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH PEDC AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF PEDC UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES.

7. The Contractor shall be paid for the performance of all of the work, as aforesaid, the unit prices set out in full in the Contractor's bid proposal, a copy of which is hereto attached and made a part of this contract. And it is understood that payments of the said amount, except where otherwise provided in this contract, shall be given and received as payments in full for all the work and material described generally in Section One (1) of this contract and there stipulated to be done and furnished by the Contractor, and said prices herein named shall be considered as including and comprehending the completion of the whole work, herein contracted for, together with the payment of and for all the labor and materials and all appliances and appurtenances and all detail work as described generally in Section One. The bids herein are being made for a complete work and not for parts of a work.

Said compensation shall be paid to the said Contractor, and at the time and in the manner, as follows, to wit:

(a) PEDC shall pay to the Contractor all of the cost as bid by said Contractor of such improvements; all payments to be made by PEDC to the Contractor shall be upon the written estimate of said Director, ninety five (95%) of which estimates shall be payable at the time said estimates are furnished, five percent (5%) being retained and reserved until the completion of the work and its acceptance by PEDC, and no estimate shall be given at any time except upon such portions of the work as have been actually completed.

8. If applicable, the Contractor shall not obstruct or place any impediment in the way of laying any underground pipes, or any underground structures required or permitted to be laid under the authority of PEDC during the progress of such work, or in advance thereof, but shall give all reasonable assistance to the same, and the duty of the said Contractor to build the improvement herein contracted for shall in no way be diminished or affected by the construction of said underground structures in advance of or in concurrence with said pavement, but the said pavement shall in all respects be guaranteed to be kept in good order, free from defects produced by or from said cause, or any other causes; but should any other person, firm or corporation, except PEDC, cause or occasion any fault or injury to said pavement or improvement by means of the construction or maintenance of said underground structures, then such person or corporation shall not be relieved from liability to the Contractor or successors for said injury or damage to the pavement in any case or event in which the said Contractor or successors shall be liable to PEDC to repair or construct or maintain the same. But, between the Contractor and PEDC, the fact of laying of said pavement along any part of said street shall be final acceptance and agreement by the Contractor that all backfilling and tamping have been properly done along said street and that same was before the pavement was put down in proper condition to receive said pavement; provided that nothing herein shall affect the right of the Contractor as against such third parties to contend that said back-filling has not been properly done in advance of the laying of such pavement. When the Contractor is not satisfied with the earth foundations for laying the pavement, by reason of excavations in advance thereof, he may require the party

responsible for such improper filling and tamping to have the same perfected by proper backfilling and tamping as to receive the pavement.

All disagreements, disputes or controversies of any kind between the parties hereto relative to the proper performance of this contract, including materials used, the manner or method of performance, shall be submitted for decision to the Director, whose judgement, when rendered, shall be conclusive, final and binding upon the parties hereto.

9. This contract shall be personal to the Contractor hereinbefore named, and it is agreed that the performance hereof, in whole or in part, shall not be assigned or sublet to anyone without the written consent of the PEDC Board, and in no case shall such consent relieve the said Contractor or surety from the obligations herein assumed or change the terms of this agreement.

10. It is distinctly understood and agreed that the passing approval or acceptance of any part of the work or material by the Director or the PEDC Board or by any agent or representative as in compliance with the terms of this contract or of the plans and specifications covering said works shall not operate as a waiver by PEDC of strict compliance with the terms of this contract, nor shall such passing, approval or acceptance operate to stop PEDC from demanding strict compliance with the term of this contract and the plans and specifications covering said work, and PEDC may at any time within a period of one year from and after the date of said passing, approval or acceptance of any such work or materials require the Contractor or his surety to repair, replace, restore and make said work and materials, which did not at the time of completion, comply strictly and in all things to this contract and to the plans and specifications which are made a part hereof.

Under no circumstances, condition or situation shall PEDC be liable or obligated without the express approval of PEDC Board of Directors to pay to the Contractor any additional compensation for any "extra", "additions", "modification", or "changes", nor "extra work", or "additional work", as those terms have been defined in City of Houston v. Fuller (Ct. App., Houston) 311 S.W. 2d 285, n.w.h. it being the intent of the parties hereto that the total bid price of said Contractor as submitted shall be the total compensation to be paid under the terms of this contract, notwithstanding any other provision contained in general specifications or other proposals, the terms and provisions of this contract shall govern.

It is expressly agreed that under no circumstances or situations shall notice of any kind to the Director or to any agent or representative of PEDC other than the PEDC Board of Directors be construed or considered as notice to PEDC.

Under no circumstances, condition or situation shall PEDC be held to have ratified any breach of this contract or failure of the Contractor to comply strictly with each and all the terms and provisions of this contract and of the plans, specifications and drawings made a part hereof and no act or omission on the part of PEDC or of the Director or of any agent or representative of PEDC in connection with this contract or the performance hereof ever be held to work an estoppel upon PEDC.

No waiver of any of the terms or conditions of this contract or of the plans, drawings or specifications shall be binding upon PEDC unless the same is in writing and is expressly authorized by an Amendment of the PEDC Board.

It is expressly agreed that all circumstances, conditions and situations arising under this contract shall be more strongly construed against the Contractor and his surety than PEDC.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his decision shall be final and binding upon all parties.

The invalidity or illegality of any term, provision or condition of this contract or of the specifications attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof.

11. Whenever payments of this contract are being made wholly or partially from a fund or funds received by PEDC as a grant from any agency of the United States of America and payment of the final estimate is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such final estimate shall be extended until such time funds are received from such Federal Agency. Under no condition or consideration shall PEDC be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America, including delay or non-payment of amount under any Grant or Grants. Under no condition or circumstances shall PEDC be liable to the Contractor or his Surety for any part of any such grant and the Contractor and surety shall not be paid for the proportionate part of said work covered by said grant, except with moneys delivered to PEDC by the agency of the United States of America as part of said grant.

12. The plans, profiles, specifications, notice to bidders and the Contractor's bid proposal on file in the office of the Director or PEDC are here referred to and made part of this contract. Copies of the notice to bidders and Contractor's bid proposal and copies of the following specifications are hereto attached and subject to the provision of Section 10 hereof, are made a part hereof.

****SEE FEDERAL AND OTHER APPLICABLE REQUIREMENTS TO THIS PROJECT INCORPORATED IN THE SPECIFICATION.**

- (a) Specifications, _____ PEDC _____ "General Conditions".
- (b) Affidavit of non-interest on part of PEDC employees and officials.
- (c) All of those specifications and drawings, which are referred to in the Contractor's bid proposal attached to and made a part of this contract.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. The Contractor has carefully examined the surface and subsurface of the site and has made sufficient test holes to satisfy himself fully that such site is a correct and suitable one for this work and he assumes full responsibility therefore.

13. Wherever in any specification the term "Director" is used, it will be understood as meaning the same person as the "Director of Project Development". Wherever the work

“Contractor” is used in this contract or any specification, the same shall be construed to include his agents, servants, employees, assigns and legal representatives unless the context discloses clearly that the Contractor alone is meant.

14. All applicable provisions of the Revised Civil Statutes of the State of Texas, as amended, and all provisions of the Charter and Ordinances of the City, relating to public improvements and all amendments passed by said PEDC Board to effectuate this contract are here referred to and made a part hereof.

15. This contract and all obligations created hereunder shall be performable in Harris County, Texas.

16. All invoices on said project shall dictate the kind of project for sales tax purposes and all materials purchased for said project are purchased for resale to PEDC. PEDC agrees to give contractor an exemption certificate for all materials which become part of and are incorporated into the completed project if the invoices clearly identify such materials.

17. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

18. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONTRACTOR at the following address:

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to PEDC at the following address:

City of Pasadena
Attn: Director of Project Development
1149 Ellsworth Drive
Pasadena, Texas 77506

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of said Contractor by the undersigned representative hereto duly authorized and the said Pasadena Second Century Corporation has caused the same to be signed this _____ day of _____, 20____, pursuant the terms of an Agreement passed by the PEDC Board and the same has been countersigned by the City Controller.

PEDC

ATTEST:

PRESIDENT

EXECUTIVE DIRECTOR

CONTRACTOR

BY _____

APPROVED:

ATTEST AND SEAL

DIRECTOR OF PROJECT DEVELOPMENT

CONTRACTOR SECRETARY

SECTION E
BONDS AND INSURANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as PRINCIPAL, and _____, as SURETY
are held and firmly bound unto (City/County) hereinafter called the "Local Public Agency", in
the penal sum of _____ Dollars, (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein
after the opening of the same, or, if no period be specified, within thirty (30) days after the said
opening, and shall within the period specified therefor, or if no period be specified, within ten (10)
days after the prescribed forms are presented to him for signature, enter into a written contract with
the Local Public Agency in accordance with the Bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such contract; or in the event of the withdrawal of said Bid within the period specified, or the
failure to enter into such Contract and give such bond within the time specified, if the Principal
shall pay the Local Public Agency the difference between the amount specified in said Bid and the
amount for which the local Public Agency may procure the required work or supplies or both, if
the latter be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of
_____, the name and corporate seal of each corporate party being hereto
affixed and these present signed by its undersigned representative, pursuant to authority of its
governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That we, _____
_____ of _____
hereinafter called Principal, and _____
_____ of _____
hereinafter called Surety, are held and firmly bound unto the

_____ hereinafter called Owner and unto all persons, firms and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ Dollars (\$_____) in the lawful money of the United States, to be in _____ County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS the Principal entered into a certain contract with _____, the Owner, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of _____

NOW THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of the one year guaranty required under such contract, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of or modification thereof, then his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER: That is any legal action to be filed upon this bond, venue shall lie in _____ County, Texas.

And that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER: That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in seven counterparts, each one of which shall be deemed an original, this the ____ day of _____, _____.

(Seal)

ATTEST:

SECRETARY

WITNESS

TITLE _____

PRINCIPAL
BY _____

TITLE _____

ADDRESS _____

SURETY

BY _____

TITLE _____

ADDRESS _____

NOTE: DATE OF BOND MUST BE THE SAME AS DATE OF CONTRACT.

ATTACH POWER OF ATTORNEY OF PARTY EXECUTING THIS BOND FOR THE SURETY.

**STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160 OF
THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED BY
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSIONS, 1959**

KNOW ALL MEN BY THESE PRESENTS, That _____

Hereinafter called the Principal(s), as Principal(s), and _____

Hereinafter called the Surety, are held and firmly bound unto _____

Hereinafter called the Oblige, in the amount of _____

_____ DOLLARS
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, date the _____ day of _____, _____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that his bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Sessions, 1959, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal(s) and Surety have signed and sealed this instrument this _____ day of _____, _____.

PRINCIPAL

PRINCIPAL

SURETY COMPANY

BY: _____

Document 00612

ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS §

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Pasadena Economic Development Corporation, a 4B corporation, in the sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made to the Pasadena Economic Development Corporation and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the Pasadena Economic Development Corporation _____

_____, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the PEDC Board, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Subparagraph 5.10 of the General Conditions, and correct Work not in accordance with the Contract Documents discovered within the established one-year period, then this Bond obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect. Other than this Maintenance Bond obligation, no other obligations of Contractor shall be affected.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

[Name of Contractor]

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Telephone Number of Surety]

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

END OF DOCUMENT

CONTRACTORS LIABILITY INSURANCE

Worker's Compensation and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer's Liability	\$ 500,000.00

Comprehensive General Liability

1. Bodily Injury - each occurrence	\$1,000,000.00
2. General Aggregate	\$1,000,000.00
3. Property Damage	\$1,000,000.00
4. Fire Damage	\$ 50,000.00
5. Medical Expenses – each person	\$ 5,000.00

Comprehensive Automobile Liability

1. Bodily Injury - each accident	\$1,000,000.00
2. Property Damage - each occurrence	\$1,000,000.00

Umbrella Liability

1. Bodily Injury – each occurrence	\$1,000,000.00
2. Property Damage – each occurrence	\$1,000,000.00

Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

Texas Administrative Code

[TITLE 28](#)

INSURANCE

[PART 2](#)

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION

[CHAPTER 110](#)

REQUIRED NOTICES OF COVERAGE

[SUBCHAPTER B](#)

EMPLOYER NOTICES

RULE §110.110

Reporting Requirements for Building or Construction Projects for Governmental Entities

(a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a workers' compensation coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement--A written agreement on DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84, filed with the Division of Workers' Compensation which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)--With the exception of persons excluded under subsections (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project--Includes the provision of all services related to a building or construction contract for a governmental entity.

(b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the

division. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(c) A governmental entity that enters into a building or construction contract on a project shall:

(1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;

(2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;

(3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;

(4) obtain from the contractor a new certificate of coverage showing extension of coverage:

(A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and

(B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;

(5) retain certificates of coverage on file for the duration of the project and for three years thereafter;

(6) provide a copy of the certificates of coverage to the division upon request and to any person entitled to them by law; and

(7) use the language contained in the following figure for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

[Attached Graphic](#)

(d) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other division rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the division on the sample notice, without any additional words or changes:

[Attached Graphic](#)

(8) contractually require each person with whom it contracts to provide services on a project to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;

(D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(e) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading

information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and

(8) contractually require each other person with whom it contracts to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to it prior to that other person beginning work on the project;

(C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;

(D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

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[TITLE 28](#)

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Reporting Requirements for Building or Construction Projects for Governmental Entities

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

(g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.

(h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 6675c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c, §4(j).

(i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

Source Note: The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609; amended to be effective December 14, 2015, 40 TexReg 8899

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SECTION F

LABOR CLASSIFICATION AND
MINIMUM WAGE SCALE

PASADENA ECONOMIC DEVELOPMENT CORPORATION

PAYROLL PROCEDURE

TO: ALL CONTRACTORS, SUBCONTRACTORS, PAYROLL CLERKS, ETC.

1. Payrolls are to be submitted to the Project Development Department, 1149 Ellsworth Drive, Pasadena, Texas.
2. All payrolls not submitted within two (2) weeks will be sufficient cause to withhold monies due for previous payrolls.
3. When a subcontractor arrives on the job, in order to commence work, he shall submit a letter attesting to that fact.
3. Payrolls shall be correct and include the following items:
 - a. Workman's name, address and social security number.
 - b. Workman's classification as shown on the wage rate.
 - c. Exact hourly rate of pay as shown on the wage rate (can be more, but never less).
 - d. Daily and weekly total number of hours worked.
 - e. Allowable deductions made. These are FICA and withholding tax. All other deductions shown shall be accompanied by a letter, signed by the employee authorizing these deductions.
 - f. Total actual wages paid.
 - g. Payrolls are to be numbered consecutively beginning with #1, submitting a payroll for each week until work is complete.
 - h. Whenever a contractor or subcontractor is absent from the job during a complete pay period, he shall submit a numbered payroll with the statement "NO WORK PERFORMED" attesting to that fact.
 - i. Whenever a contractor or subcontractor leaves the job permanently after having completed his contract, his final payroll should state "FINAL PAYROLL".
 - j. Any time an error is found in the payroll whereby an employee is underpaid for that particular pay period, a supplemental payroll shall be submitted for the employee. Together with the corrected payroll, send a copy of the check or the remittance copy to the Project Development Department for our files to show where the error was corrected.

pounds or less.....	\$ 21.53	0.00
Excavator Operator, Over 50,000 pounds.....	\$ 22.24	0.00
Flagger.....	\$ 16.63	0.00
Form Builder/Setter, Structures.....	\$ 19.93	0.00
Form Setter, Paving & Curb.....	\$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted.....	\$ 22.25	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 26.04	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 19.72	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.34	0.00
Laborer, Common.....	\$ 17.12	0.00
Laborer, Utility.....	\$ 19.11	0.00
Loader/Backhoe Operator.....	\$ 21.37	0.00
Mechanic.....	\$ 23.38	0.00
Milling Machine Operator.....	\$ 21.65	0.00
Motor Grader Operator, Fine Grade.....	\$ 23.91	0.00
Motor Grader Operator, Rough.....	\$ 21.20	0.00
Off Road Hauler.....	\$ 17.12	0.00
Painter, Structures.....	\$ 26.40	0.00
Pavement Marking Machine Operator.....	\$ 17.12	0.00
Piledriver.....	\$ 21.48	0.00
Pipelayer.....	\$ 20.03	0.00
Reinforcing Steel Worker.....	\$ 22.34	0.00
Roller Operator, Asphalt.....	\$ 19.79	0.00
Roller Operator, Other.....	\$ 18.93	0.00
Servicer.....	\$ 20.33	0.00

Spreader Box Operator.....	\$ 17.84	0.00
Structural Steel Worker.....	\$ 22.64	0.00
Truck Driver Lowboy Float.....	\$ 25.94	0.00
Truck Driver, Single Axle.....	\$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 20.17	0.00
Welder.....	\$ 20.97	0.00
Work Zone Barricade Servicer.....	\$ 17.37	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections

under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

SECTION G
STANDARD GENERAL PROVISIONS

EXHIBIT "A"

PART I, GENERAL PROVISIONS

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

ITEM I DEFINITION OF TERMS

- 1.1 **Definitions.** Wherever in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
- 1.2 **City.** The City of Pasadena, Texas, party of the First Part.
- 1.3 **Council.** The City Council of the City of Pasadena, Texas.
- 1.4 **Mayor.** The Chief Administrative Office of the City duly elected by the people.
- 1.5 **County.** A political subdivision of the State.
- 1.6 **State.** The State of Texas.
- 1.7 **Director.** The Public Works Director of the City of Pasadena, Texas or his authorized representative.
- 1.8 **Inspector.** An authorized representative of the Director assigned to supervise and inspect any and/or all parts of the work and the materials used therein.
- 1.9 **Bidder.** An individual, firm, corporation or combination thereof submitting a proposal.
- 1.10 **Bid.** The written offer made on prescribed form by Bidder to do the work or furnish materials proposed.
- 1.11 **Contractor.** The individual, firm, corporation or combination thereof, Party of the Second Part, with which the contract is made by the City.
- 1.12 **Superintendent.** The representative of the Contractor authorized to receive and fulfill instruction from the Engineer, and who shall supervise and direct construction.
- 1.13 **Surety.** The corporate body or bodies bound with and for the Contractor for the faithful performance of the work covered by the contract and for payment for all labor and material supplied in the prosecution of the work.
- 1.14 **Laboratory.** The testing laboratories that may be designated or approved by the Director.
- 1.15 **Proposal.** The offer of the Bidder, made out on the prescribed form giving the prices of performing the work and/or furnishing the materials described in the plans and specifications.

- 1.16 **Proposal Guaranty.** The security designated in the proposal and furnished by the bidder as a guaranty that the bidder will enter into the contract if awarded the work.
- 1.17 **Manual of Testing Procedures.** ASTM manual that outlines testing methods and procedures.
- 1.18 **Plans.** The drawings approved by the Director, or true reproductions thereof, which show the location, character, dimensions and details of the work and which are a part of the Contract.
- 1.19 **Specifications.** The directions, provisions, and requirements contained herein or in special specifications, supplemented by such "Special Provisions" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where the phrases "or directed by the Director", "ordered by the Director", or "to the satisfaction of the Director" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limits of, and authorized by the Contract. "Special Provisions" will cover work appertaining to a particular project and included in the proposal but not covered by the Specifications. When reference is made to ASTM, AASHTO or Bulletins and Manuals of the City or Texas Highway Department it shall be construed to mean the latest standard or tentative standard in effect on the date of the proposal.
- 1.20 **Supplemental Agreements.** Written agreements entered into between the Contractor and the City and approved by the Surety, covering alterations and changes in plans which are necessary to the proper completion of the work.
- 1.21 **Contract.** The agreement between the City and the Contractor covering the furnishing of materials and performance of the work. The contract will include the plans, specifications, Special Provisions, Contract Bonds and Supplemental Agreements.
- 1.22 **Performance Bond.** The security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the contract.
- 1.23 **Payment Bond.** The security furnished by the Contractor solely for the protection of claimants as defined by law, supplying labor and materials for the prosecution of the work in accordance with the terms of the contract.
- 1.24 **Right-Of-Way.** The land provided for of Street, Bridge and/or other improvements included in the Contract.
- 1.25 **Roadway.** That portion of the street within the limits of construction.
- 1.26 **Roadbed.** That graded portion of the Street between the backs of curbs upon which the base course, surface, shoulders and median are constructed.
- 1.27 **Subgrade.** That portion of the roadbed upon which the subbase, base, or pavement structure is to be placed.
- 1.28 **Bridges.** Structures of over 20-foot span measured from face to face of abutments.
- 1.29 **Culverts.** All drainage structures not defined as bridges.
- 1.30 **The Work.** The work shall include the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.
- 1.31 **Project.** The specific section or sections with all appurtenances and construction to be performed thereon under the Contract.

1.32 Working Day. A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays, authorized in a list prepared by the City, in which weather or other conditions not under the control of the Contractor will permit the performance of principal units of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 6:00 p.m. Nothing in this item shall be construed as prohibiting the Contractor from working on Saturdays if he so desires; however, the Inspectors are not required to work on Saturdays, Sundays or legal holidays. Any Contractor doing work for the City under contract or sub-division work with said City who desires to have work inspected on Saturdays or legal holidays shall notify the Director by not later than 2:00 p.m. on day prior to day inspector is desired, that an inspector will be required for this job.

In the event such contractor shall perform work on Saturday, Sunday or legal holiday, without securing such inspection, such work shall, if directed by the Director, be removed and replaced by said Contractor, before acceptance is given, at no cost to the City.

1.33 ASTM. American Society For Testing Materials.

1.34 AASHQ. American Association of State Highway Officials.

1.35 AWS. American Welding Society

1.36 NEMA. National Electrical Manufacturers Association.

1.37 IES. Illuminating Engineers Society.

1.38 UL. United Laboratory, Inc.

1.39 AWG. American Wire Gage

1.40 IMSA. International Municipal Sign Association.

1.41 ITE. Institute of Traffic Engineers.

1.42 NBFU. National Board of Fire Underwriters.

1.43 NEC. National Electrical Code (Published by NBFU.)

1.44 Screens And Sieves. As defined by ASTM.

1.45 Street. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

**ITEM 2
INSTRUCTION TO BIDDERS**

- 2.1 Contents of Proposal Forms.** Upon request, Bidders will be furnished with a proposal form which will state the location and description of the proposed work, an approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, a schedule of items for which unit prices are asked, and the time within which the work is to be completed. The “Special Provisions” will be bound in the Proposal Form.
- 2.2 Interpretation of Estimates of Quantities.** The quantities listed in the Proposal Form will be considered as approximate and will be used for the comparison of Bids. Payment will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and materials to be furnished may be increased or decreased, only as provided under Item 4.2.
- 2.3 Examination of Site.** Bidders are required to inspect the site of the work and to inform themselves fully of all conditions related to the work to be done and of all transportation conditions, materials costs and other matters affecting the cost of the work, and to thoroughly understand the plans and specifications before bidding. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated on the plans will not be allowed.
- 2.4 Competency of Bidders.** The bidder must be capable of performing each of the various items of work bid upon. A bid will not be considered unless the bidder shall have filed with the City, at least 10 days prior to the date upon which the bids are to be submitted, a pre-qualification statement as stipulated in the City of Pasadena Home Rule Charter, Section 16, Article XII, “Qualification of Contractors”. Each bidder shall furnish, also, a statement listing the equipment available for the work being bid upon and such other information as may be called for on forms furnished by the City.
- 2.5 Preparation of Proposal.** The Bidder shall submit his bid on the form furnished. The blank spaces for each item as required in the proposal shall be filled in by writing in ink. In case of ambiguity in stating the prices or conditions of the bid, the City reserves the right to consider the most favorable construction thereof or to throw out the entire bid from consideration all together as it may see fit. The proposed shall be executed with ink in the complete and correct name of the individual, firm, corporation or combination thereof making the proposal and be signed by the person or persons authorized to bind the individual, firm, corporation or combination thereof. If the bidder is a corporation, the corporate seal must be affixed.
- 2.6 Rejection Of Proposals Containing Alterations, Erasures Or Irregularities.** Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.
- 2.7 Proposal Guaranty.** The proposal shall be accompanied by a Proposal Guaranty, being either a certified or cashier’s check or a Bid Bond written by a bonding company acceptable to the City in an amount not less than five (5) percent of the greatest amount bid, or \$10,000.00, whichever is the least, payable without condition to the City of Pasadena, Texas, as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract documents, and will furnish good and sufficient bond for the faithful performance of the same. The bid security of the three lowest bidders will be retained until the contract is awarded, or other disposition is made thereof. The Bid Security of all Bidders except to the three lowest may be returned within 72 hours after canvass of the bids.

- 2.8 Delivery of Proposals.** Each completed proposal shall be placed, together with the Proposal Guaranty, in a sealed envelope so marked as to indicate its contents. When submitted by mail this envelope shall be placed in another envelope which shall also be sealed and addressed as indicated in the Notice to Contractors. Proposal will be received on or before the hour and day set for the opening thereof and must be in the hands of the official indicated at that time.
- 2.9 Withdrawal of Proposal.** A bidder may withdraw his proposal provided his request in writing to do so is in the hands of the City Secretary by the time set for opening of proposals. A request by telephone or telegraph for withdrawal of a proposal will not be considered.
- 2.10 Disqualification of Bidder.** More than one proposal involving an individual, firm, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will be cause for rejection of all proposals in which the bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals of the same work. Proposals in which prices are obviously unbalanced may be rejected. Contracts will be awarded only to responsible bidders.
- 2.11 Interpretation of Documents.** If any person contemplating submitting a bid for work included in a Proposal is in doubt as to the meaning of any part of plans, specifications or other Contract Documents he may submit to the Director a written request for an interpretation thereof prior to 48 hours before bids are to be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy will be mailed or delivered to each person receiving a set of such documents.

ITEM 3
AWARD AND EXECUTION OF CONTRACT

- 3.1 Consideration of Bids.** For the purpose of award after the proposals are opened and read, the summation of the products of the approximate quantities shown in the proposal by the unit prices bid will be considered the amount of the bid. The summation of products by the unit prices bid shall be for the sole purpose and convenience of determining a contract price and such proposals by unit price shall in no wise be construed as a unit price contract. The summations will then be compared and the results made available to the public. Until the award of the contract is made, the City reserves the right to reject any and all proposals and to waive such technicalities as may be considered for the best interest of the City.
- 3.2 Award of Contract.** The award of the contract, if awarded will be the lowest reasonable bidder. The award, if made, will be within 30 days after the opening of the proposal.
- 3.3 Execution of Contract and Bonds.** Within 15 days after written notification of award of the contract, the bidder shall execute and furnish to the City the contract, with (1) a performance bond and (2) a payment bond each in full the amount of the contract price, plus (3) when required by Special Provision, a maintenance bond good for a period of one year from the date of final acceptance of the completed work, executed by a Surety Company or Surety Companies authorized to execute Surety Bonds under and in accordance with the laws of the State of Texas, and approved by the Insurance Board appointed by the Mayor and approved by the City Commission.
- The (1) Performance Bond and (2) Payment Bond are to be furnished as a guarantee of the faithful performance of the work and the protection of the claimants for labor and materials.
- The (3) Maintenance Bond is to be furnished, when required by Special Provision, a guarantee of the quality of the workmanship and materials for a period of one year from the date of final acceptance of the completed work.
- 3.4 Execution and Approval of Contracts.** The contract, upon approval of the Council, will be signed by the Mayor, attested by the City Secretary, countersigned by the City Controller and approved by the City Attorney.
- 3.5 Failure to Execute Contract and Bonds.** Should the Bidder to whom the contract is awarded refuse or neglect to execute and file the contract and bonds within 15 days after written notification of the award of the contract, the proposal guaranty filed with the Bid will become the property of the City, not as a penalty, but as liquidated damages.
- 3.6 Beginning of Work.** The contractor shall not begin work until authorized by the Director in writing to do so.

ITEM 4 SCOPE OF WORK

4.1 Intent of Plans and Specifications. It is the intent of the plans and specifications to describe a completed work to be done under the contract and any contract let pursuant thereto shall be deemed and construed as a "total-price contract" and shall never be construed to be a unit-price contract". Unless otherwise provided, the contractor shall furnish all materials, supplies, tools, equipment and labor necessary for the prosecution of the work and the City shall never be liable for any cost of overruns except those made in strict compliance with the terms and provisions of these specifications and the terms and provisions of the contract.

4.2 Changes and Alterations. The Director will have the right to make changes and alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and such changes and alterations shall not be considered as a waiver of any conditions of the contract, nor shall they invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased and no allowance will be made for anticipated profits.

Payment to the Contractor for Contract items will be made for the actual quantities of work done and material furnished at the unit prices set forth in the Contract, except as provided in specification items allowing for plan quantity payment, except as provided below for underruns and overruns of major items and except as provided below for changes in the character of the work.

Overruns over (5%) five percent of contract quantities on a major item must be approved by the Director in writing.

An overrun of any major item in excess of 5 percent of the Contract quantity must be approved by the City Council by Ordinance.

A "Major Item" shall be construed to be an individual Bid Item included in the proposal that has a total cost equal to or greater than 5 percent of the total contract cost. The total contract cost shall be computed on the basis of the proposal quantities and the contract unit prices, and such cost shall constitute the total Contract.

Work made necessary in contract items resulting in a substantial change in the character of the work which materially increases or decreases the cost of the work and which is not included in the prices bid for other items in the Contract shall be, upon demand of either party to the contract, considered as "Extra Work".

Any revised consideration is to be determined by special agreement or between the City and the contractor and approved by City Council or as is hereinafter provided under "Extra Work."

4.3 Extra Work. Work made necessary by changes and alterations of plans or of quantities or for other reasons for which no prices are provided in the Contract shall be defined as "Extra Work" and shall be performed by the Contractor in accordance with these specifications and as directed; provided, however, that before any extra work is begun, a "Supplemental Agreement" shall be executed and a written order issued by the Director to do the work as a "Force Account" basis, as hereinafter provided.

4.4 Maintenance of Detours. The Contractor shall do such work as may be necessary, in the opinion of the Director, to provide and maintain detours and facilities for safe public travel in accordance with these plans and specifications. Temporary crossings and approaches of intersecting streets or roads shall be provided and maintained in a safe and passable condition by the Contractor at his entire expense.

4.5 Final Cleaning Up. Upon completion of the work and before final payment is made, the Contractor shall clean, remove rubbish and temporary structures from the construction area, restore, in a manner acceptable to the Director, all property which has been damaged during the prosecution of the work, and leave the site in a neat and presentable condition throughout.

Materials cleared from the construction area and deposited on the property adjacent thereto will not be considered a satisfactory method of disposal, unless approved by the Director.

No direct payment will be made for this work, its cost being included in the contract price.

ITEM 5 CONTROL OF WORK

- 5.1 **Authority of Director.** The work will be done under the supervision of the Director, to his satisfaction and in accordance with the contract plans and specifications. The Director will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretations of the plans and specifications and the acceptable fulfillment of the Contract on the part of the Contractor. His decisions will be final, and he will have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Director shall act as referee in all questions arising under the terms of the contract between the parties thereto, and his decision shall be final and binding.

- 5.2 **Plans.** The plans will show in detail the work to be accomplished under the Contract. Where supplementary working drawings are necessary they shall be furnished by the Contractor, and approved by the Director prior to the beginning of the work involved. Authorized alterations will be approved by endorsement on the plans or shown on supplementary sheets. The approval by the Director of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract.

It is the responsibility of the Contractor to verify all quantities shown on the plans before ordering same, as payment is provided for acceptable materials complete in place, and materials rejected due to improper fabrication or excess quantity or for other reasons within the control of the Contractor will not be paid for regardless of the quantities or dimensions shown on the plans.

- 5.3 **Conformity with Plans.** Finished surfaces in all cases shall conform with lines, grades, cross-sections and dimensions shown on the plans. Such deviations from the plans and approved working drawings as may be required will in all cases be determined by the Director and authorized in writing.

- 5.4 **Coordination of Plans, Specifications and Special Provisions.** The specification, the accompanying plans, special provisions, and supplemental agreements, are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be co-operative and to describe and provide for a complete work. In cases of apparent conflict, figured dimensions shall govern over scaled dimensions, plans shall govern over specifications and special provisions shall govern over both plans and specifications.

- 5.5 **Cooperation of Contractor.** The Contractor will be supplied with four copies of the plans, special specifications, these general specifications and special provisions, and he shall have available on the work at all times one copy of each. He shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Director in every way possible. He shall have at all times a satisfactory and competent Superintendent on the work, authorized to receive orders and to act for him. The Contractor shall designate to the Director in writing the name of such Superintendent, and he shall be furnished by the Contractor regardless of how much work may be sublet.

- 5.6 **Construction Stakes.** The Director will furnish all information for establishing lines and grades as required and the Contractor will set all stakes relating to lines and grades. The stakes will be set sufficiently in advance of the work to avoid delay. The Contractor will furnish free of charge, additional stakes and materials and templates necessary for marking and maintaining points and lines. The Contractor will be held responsible for the preservation of all stakes or marks, and if, in the opinion of the Director, any of the stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.

- 5.7 **Authority of/and Duties of Inspectors.** Inspectors will be authorized to inspect all work done and all materials furnished. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and decided by the Director. The inspector will not be authorized to revoke, alter, enlarge, or release any requirements of those specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work.
- 5.8 **Inspections.** The Contractor will furnish the Director with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the contract. If the Director so directs the Contractor shall, at any time before acceptance of the work, remove or uncover portions of the finished work. After examination, the Contractor shall restore said portion of the work to the standard required by the specifications. Should this work so exposed or examined prove acceptable the uncovering or removing and replacing shall be paid for as "Extra Work," but should the work be found to be unacceptable, the uncovering or removing and replacing shall be at the Contractor's expense. No work shall be done nor materials used without suitable supervision or inspection.
- 5.9 **Federal Inspection.** When the United States Government is to pay a portion of the cost of the work covered by the contract, the work shall be subject to the inspection of its representative, such inspection will in no sense make the United States Government a Party to the contract.
- 5.10. **Removal of Defective and Unauthorized Work.** All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense. Unauthorized work will not be paid for, and upon the request of the Director will be removed at the Contractor's expense. Upon failure of the Contractor to comply with an order by the Director made under the provisions of this paragraph the Director will have the authority to cause such defective work to be remedied or removed and replaced and unauthorized work to be removed, and the cost thereof to be deducted from any money due or to become due to the Contractor.
- 5.11 **Final Inspection.** Whenever the work provided for in, and contemplated under, the Contract has been satisfactorily completed and the final cleaning up performed, the Engineer in charge of the work will notify the Director to make the "Final Inspection". Such inspection will be made within 10 days after such notification. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time change will be made against the Contractor between said date of notification of the Engineer in charge and the date of the final inspection of the work.

Where the work consists of concrete pavement or concrete base, the "Final Acceptance" will not release the Contractor from the responsibility for the thickness of the concrete, which will be determined by taking cores from the pavement. The coring of the pavement will be done within 90 days from completion of the pavement.

ITEM 6
CONTROL OF MATERIALS

6.1 Sources of Supply and Quality of Materials. The source of supply of each of the materials shall be approved by the Director. Before delivery is started and at the option of the Director, said material may be sampled and tested for determining compliance with the governing specifications by the Director before delivery is started. It is found that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source is found to be unsatisfactory and unacceptable at any time, the Contractor shall furnish samples from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Director shall be used in the work. All materials are subject to inspection and tests at any time during their preparation or use. Any material which has been tested and accepted at the source may be subjected to a check test after delivery and all materials which, when retested, do not meet the requirements of the specifications will be rejected. No material which after approval has in any way become unfit for use shall be used in the work.

All materials furnished under this contract to be incorporated in any permanent structure shall be manufactured within the United States or its possessions.

Throughout these specifications where reference is made to ASTM, AASHTO or City and THD Bulletins for the quality of materials or sampling and testing, the latest standard, tentative standard or bulletin issued prior to the date of the proposal will govern.

6.2 Samples and Tests. All materials, before being incorporated in the work, shall be inspected, tested and approved by the Director, and any work in which materials are used without prior test and approval or written permission of the Director may be ordered removed and replaced at the Contractor's expense. The selection of the method of test will be made by the Director. Where tests are required other than those made in the laboratory the Contractor will be required to furnish such facilities and equipments as may be necessary to perform the test and inspections and shall be responsible for the calibration of all test equipment required. When requested, the Contractor shall furnish a complete written statement of the origin and/or manufacture of any or all materials that are to be used in the work.

6.3 Plant Inspections. If conditions warrant, the Director may undertake the inspection of the materials of the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

Plant inspection will be undertaken only upon condition that:

- (a) The cooperation of Contractor and Producer is assured
- (b) The Director or his representative has full entry at all times to all parts of the plant where the material is produced.
- (c) When required by the Director, the producer shall furnish an approved weather proof building for the use of the Inspector, such building to be located as directed by the Director.
- (d) The Contractor will be responsible for the furnishing and calibrating of such scales, measures and other devices as required for the control of production and use of material.

6.4 Storage of Materials. All materials not conforming to the requirements of these specifications will be rejected and shall be removed from the site immediately unless permitted by the Director to remain.

ITEM 7
LEGAL RELATIONS AND RESPONSIBILITIES
TO THE PUBLIC

- 7.1 **Laws To Be Observed.** The Contractor shall make himself familiar with and at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the City and its representatives against any claim arising from the violation of any such law, ordinance or regulation, whether by himself or his employees.
- 7.2 **Permits, Licenses and Taxes.** The Contractor shall procure all permits and license, pay all charges and fees and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.
- 7.3 **Patented Devices, Materials and Processes.** If the Contractor is required or desires to use any design, material or process covered by letters of patent or copyright, he shall provide for such use by legal agreement with the patentee or owner and a copy of this agreement shall be filed with the Director. If no such agreement is made or filed as noted, the Contractor and the survey shall indemnify and save harmless the City from any and all claims for infringement.
- 7.4 **Sanitary Provisions.** The Contractor shall provide and maintain, at his expense, in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations and requirements of any Federal, State or local laws or ordinances.
- 7.5 **Public Safety and Convenience.** The safety of the public and convenience of traffic shall be of prime importance. Unless otherwise shown on the plans, or directed by the Director, all portions of street under construction shall be kept open to traffic. It shall be the entire responsibility of the Contractor to provide for traffic along and across the street as well as for ingress and egress to private property all as specified herein, as shown on the plans or as directed by the Director.

When conditions warrant, in the opinion of the Director, the Contractor shall provide courteous, well informed, neat appearing, flagmen at such points and for such periods of time as may be required for the safety and convenience of public travel.

Except as otherwise provided those provisions for directing traffic, maintenance of detours, flagmen, etc., will not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items.

- 7.6 **Use of Explosives.** The Contractor will not use explosives of any type at any time without written permission from the City Director. Such permission to be requested in writing at least 48 hours prior to the time it is to be used. Request for such permission shall include location and nature of work, time of shot or shots and approximate size and spacing of proposed shots. If, in the opinion of the Director, blasting is advisable and permission is granted, it shall cover only those shots explicitly mentioned in the written request.
- 7.7 **Protection of Adjoining Property.** The Contractor shall be solely responsible for the protection of property adjacent to the construction site from any damage caused, either, directly or indirectly by the construction operation. Any damage or injury resulting from any act or omission on the part of the Contractor shall be made good in an acceptable manner.
- 7.8 **Responsibility For Damage Claims.** The Contractor shall save harmless the City from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work by the Contractor; or from any claims or amounts arising or recovered under the "Workman's Compensation Laws" or any other laws. He shall be responsible for all damage or injury to property of any character

occurring during the prosecution of the work resulting from any act, omission, neglect or misconduct on his part in the manner or method or executing the work; or from his failure to properly execute the work; or from defective work or materials. He shall not be released from such responsibility until all claims have been settled and suitable evidence to that effect furnished to the City.

Prior to the execution of the contract, the Contractor shall furnish to the City, Certificates of Insurance in the amounts indicated herein.

7.9 Proof Of Insurance

Prior to commencing services and at time during the term of the Contract, Contractor shall furnish City Engineer with Certificates of Insurance, along with Affidavit from Contractor confirming that Certificate accurately reflects insurance coverage that is available during term of the Contract. If requested in writing by City Engineer, Contractor shall furnish City Engineer with certified copies of Contractor's actual insurance policies. Failure of Contractor to provide certified copies, as requested, may be deemed, at City Engineer's or City Attorney's discretion, a material breach of the Contract.

Notwithstanding the proof of insurance requirements, Contractor shall continuously maintain in effect required insurance coverage set forth in Paragraph 11.2. Failure of Contractor to comply with this requirement does constitute a material breach by Contractor allowing the City, at its option, to immediately suspend or terminate work, or exercise any other remedy allowed under the Contract. Contractor agrees that the City has not waived or is not estopped to assert a material breach of the Contract because of any acts or omissions by the City regarding its review or non-review of insurance documents provided by Contractor, its agents, employees, or assigns.

TABLE 1
REQUIRED COVERAGE

(Coverage)	(Limit of Liability)
1. Workers' Compensation	Statutory Limits for Workers' Compensation
2. Employer's Liability	Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
3. Commercial General Liability: Including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of one year following completion of the Work).	Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate.
4. Owner's and Contractor's Protective Liability	\$1,000,000 combined single limit each Occurrence/aggregate
5. Automobile Liability Insurance: (For automobiles furnished by Contractor in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	\$1,000,000 combined single limit each occurrence
6. Excess Coverage	\$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability

Defense costs are excluded from face amount of policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

Contractor shall obtain an endorsement naming the OWNER and the ENGINEER as additional insured.

CONTRACTOR shall purchase and maintain property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of OWNER, CONTRACTOR and Subcontractors in the WORK, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, collapse and water damage, and such other perils as may be provided to cover damages, losses and malicious mischief.

The Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

- 7.10 Contractor's Responsibility for Work.** Until the final acceptance of the work by the Director, as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall rebuild and make good at his expense all injuries and damages to the work occurring before its completion and final acceptance. In case of suspension for any cause the Contractor shall be responsible for the preservation of materials.
- 7.11 Personal Liability of Public Officials.** In carrying out the provisions of the contract or in exercising any power or authority granted there under, there shall be no liability upon the Director or his authorized assistants, either personally or otherwise, as they are agents and representative of the City.
- 7.12 State Tax.** The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9. Repairmen and Contractors (Amended April 3, 1962) issued by the Comptroller of Public Accounts, Reference: Article 20.01 (T) Limited Sales, Excise and Use Tax.

If the Bidder submitting the lowest acceptable Bid elects to comply with paragraph No. 3 of Ruling No. 9 obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the limited Sales, Excise and Use Tax at the time of purchase, he shall submit segregated prices for the total cost of materials and the total cost of services.

Total materials cost should not include materials which are used or consumed in performing the work, but which do not become a part of the work upon completion (example: fuel, lubricants, form materials, etc.) The Engineer will furnish the Contractor with an Exemption Certificate for the materials incorporated in the project.

**ITEM 8
PROSECUTION AND PROGRESS**

- 8.1 Subletting Or Assigning Of Contract.** The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title or interest therein without the approval of the City Council, nor shall the Contractor be permitted to sublet any portion of the Contract without the approval of the City Council. No sub-contract will, in any case, relieve the Contractor of his responsibility under the Contract and bond. The Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence work of a value of not less than 50 percent of the value of all the work embraced in the contract exclusive of items not commonly found in contracts for similar work, or which require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organization of Contractors performing work of the character embraced in the Contract.
- 8.2 Prosecution of Work.** The Contractor shall begin the work to be performed under the contract within 15 days after the date of authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. The beginning, sequence and prosecution of the work shall be governed by the orders of the Director.
- 8.3 Workmen and Equipment.** All workmen employed by the Contractor shall have such skill and experience as will enable them to properly perform the duties assigned them. Any person employed by the Contractor or a sub-contractor who; in the opinion of the Director, does not perform his work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall at the written request of the Director be forthwith discharged and shall not be employed again on any portion of the work without the written consent of the Director. The Contractor shall furnish such suitable machinery, equipment and construction forces as may be necessary, in the opinion of the Director, for the proper prosecution of the work and failure to do so may cause the Director to withhold all estimates which have or may become due or the Director may suspend the work until his requests are complied with.
- 8.4 Temporary Suspension Of Work.** The Director will have authority to suspend the work, wholly or in part, for such time as he may consider necessary. Notice of such suspension and the reasons therefore shall be given the Contractor in writing. The Contractor shall not suspend work without written authority of the Director.
- 8.5 Computation of Contract Time For Completion.** The Contractor shall complete the work within the number of working days stated in the Contract. For the purpose of computation, working days will be considered 15 days after the date of the written authorization by the Director to begin work.
- The time may be extended if, in the opinion of the Director, such extension is justified by unforeseen work or work and materials greater amounts than set forth in the Contract.
- 8.6 Failure To Complete Work On Time.** See Section C, Page 1 of 3.
- 8.7 Abandonment Of Work Or Default Of Contract.** If the Contractor fails to begin work within the time specified; or fails to perform the work with sufficient workmen and equipment; or has insufficient material to insure the completion of the work within the contract time; or shall perform the work unsuitably; or shall neglect or refuse to remove materials or perform anew such work as may have been rejected as being defective or unsuitable; or shall discontinue the prosecution of the work without authority; or shall become insolvent or be declared bankrupt; or shall make an unauthorized assignment for the benefit of any creditor; or for any cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice

in writing to the Contractor and his Surety of such delay, neglect or default, specifying same. If the Contractor within a period of 5 days after such notice shall not proceed in accordance therewith, then the City shall, upon written certificate from the Director of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to appropriate for use any or all materials and equipment on the ground as may be suitable and acceptable, and to enter into an agreement for the completion of the Contract in an acceptable manner. All costs and charges incurred by the City, together with completing the work under Contract shall be deducted from any money due, or which may become due, the Contractor. In case the cost so incurred by the City shall be less the amount which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of such excess.

**ITEM 9
MEASUREMENT AND PAYMENT**

- 9.1 Measurement of Quantities.** All work completed under the Contract will be measured by the Engineer according to the United States Standard Measures unless otherwise specified. All materials which are specified for measurement by the cubic yard in vehicles shall be hauled in approved vehicles and measured therein at the point of delivery. This inspector may reject any or all loads not delivered in approved vehicles.

In those items which provide for payment by "Plan Quantity", the measurement of such quantities shall represent an accurate calculation, made by methods described in the governing specifications, and may or may not represent the exact quantity of material moved or handled during the execution of the Contract

- 9.2 Scope of Payment.** The Contractor shall accept the compensation, ~~as provided in the Contract,~~ in full payment for furnishing all materials, supplies, labor tools and equipment necessary to complete the work under the Contract; for any loss or damage which may arise from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, until the final acceptance by the Director, except where there is conclusive evidence that such damage is due to inadequate design and not improper prosecution of the work; for all risks of every description connected with the prosecution of the work; for all expenses and damages which might accrue to the Contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; for any infringement of patent, trademark or copyright; and for completing the work according to the plans and specifications. The payment of any current or partial estimate shall in no way affect the obligation of the Contractor at his own cost to repair or renew any defective parts of the construction and to be responsible for all damages due to such defects if such defect or damages are discovered on or before the final inspection and acceptance of the work.

- 9.3 Payment And Compensation For Altered Quantities.** When alterations in plans or quantities not requiring supplemental agreements, as herein before provided for, are ordered and performed, the Contractor shall accept payment in full at the contract unit prices for actual quantities of work performed and materials furnished, and no allowance will be made for anticipated profits. It is specifically provided, however, that no payment shall be made for actual quantities of work performed or materials furnished in excess of 5% of the contract quantity unless the provisions of Section 4.2 of these specifications have been complied with.

- 9.4 Payment For Extra Or Additional Work.** Extra or additional work ordered, performed and accepted will be paid for according to the terms of "Supplemental Agreements" or on the "Force Account" basis.

- 9.5 Force Account.** When extra work is ordered to be performed on a "Force Account" basis, payment for same will be made as follows:

For all labor and foremen the Contractor will receive the rate of wage, to be agreed upon in writing before the beginning of such work for each hour that said labor and foreman are actually engaged in such work to which will be added 15% as compensation. No charge will be made by the Contractor for organization or overhead expenses except for actual costs of premiums of Public Liability and Workmen's Compensation Insurance Taxes, and Contractors Bonds. No charge will be made for superintendence unless considered necessary and ordered by the Director.

The Contractor will receive the actual cost, including freight, charges, of the materials used on such work to which cost a sum of 15 percent will be added as compensation. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

For all equipment which may be considered necessary or desirable to use, the Director will allow the Contractor a reasonable rental price, as agreed upon in writing before such work is begun, for each hour the equipment is actually used, which price will include the cost of fuel, lubricants and repairs, without any additional compensation percentage being added. All claims for "Extra Work" performed on "Force Account" Basis shall be submitted to the Director by the Contractor upon certified statements to which shall be attached certified copies of invoices covering the cost of, and the freight charges on all materials used in such work, and such statements shall be filed not later than the tenth day of the month following that in which the work was actually performed.

- 9.6 Partial Payments.** The Director once each month will make an approximate estimate in writing of the materials in place and the amount of work performed and the value thereof at the contract prices. In addition to the above, and upon receipt of certified copies of paid invoices and freight bills, an estimate may be made, at the option of the Director, for payment of seventy-five percent (75%) of the actual cost of acceptable reinforcing steel, structural steel, pre-cast concrete members, stone, gravel, sand, or any other non-perishable materials delivered on the work or in acceptable storage spaces and which have not been used in the work prior to such estimate. From the total of the amounts so ascertained shall be deducted ten percent (10%) of the amount so ascertained shall be paid to the Contractor, when approved by the Director and the City Council less such amounts as may be required by the Contract to be retained.

No estimate other than final estimate will be made where the value of the work performed since the last preceding estimate is less than \$1,000.

- 9.7 Acceptance And Final Payment.** When the work provided for in the Contract shall have been completed by the Contractor, and all parts of the work have been approved and accepted by the Director and an Ordinance of Acceptance passed by the City Council, a final estimate showing the amount of the work and the amount due the contractor under the Contract will be prepared by the Director. The amount of the final estimate, less any sums previously paid under the contract will be paid to the Contractor. Said payment to be made within 30 days after the date of the "letter of acceptance."

It is mutually agreed that all prior partial estimates and payments shall be subject to correction in the final estimate and payment. Furthermore, it is agreed between the parties hereto that no estimate and payment shall be conclusive evidence to the performance of this contract either wholly or in part against any claim of the City, and no payment shall be construed to be an acceptance of any defective work or improper materials, or a release from any claims for damages. The Contractor agrees to examine said final estimate, and if correct, to execute thereon his release in full of all claims against City of Pasadena and to certify under oath to the payment by him of all claims against him for labor, materials, and supplies furnished the Contractor by all persons and firms in the performance of this Contract.

SECTION H
SUPPLEMENTARY CONDITIONS AND
HUD REQUIREMENTS

SECTION I
TECHNICAL SPECIFICATIONS

SUMMARY OF WORK

PART 1 G E N E R A L

1.1 SECTION INCLUDES

- A. Summary of the Work includes work by covered by Contract Documents, Cash Allowances, City Furnished Products, Work Sequence, Contractor use of Premise, Warranty, and Construction Contract Items. Section also contains a description of the scope of work, and measurement and payment provisions for bid items included in the Itemized Bid Document.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Scope: Work of the contract is for the construction of approximately 4,120 linear feet of concrete trail in varying widths of 6', 8' and 10' wide, as shown on the construction drawings and project manual. The work also includes tree protection and demolition, site furnishings, parking, sanitary sewer and driveway modifications, planting, sod, curb ramps, storm water pollution prevention and traffic control in relation to the construction of the trail.

B. Construction:

Before beginning of work, take video and photographs of entire project site to establish a record for site conditions before construction.

C. Coordination:

Contractor must notify City of Pasadena – Engineering Division at 713-475-7835 seventy-two (72) hours in advance of start of construction.

Contractor shall notify Harris County prior to commencing construction and/or backfilling utilities. Contractor(s) to contact Public Review Department @ (713-274-3931) or publicreview@hcpid.org

An HCFCD Right-of-Way Notification (permit) and HCFCD 48-hr Pre-Construction Notice are required prior to entering or working within Harris County Flood Control District right-of-way. Both the HCFCD Right-of-Way Notification and 48-hour notice must be provided to HCFCD at dcis@hcfcd.org. Site plans must be approved prior to obtaining the required HCFCD Right-of-Way Notification. Be advised that the HCFCD Right-of-Way Notification is separate from the site development permit package.

To apply for the HCFCD Right-of-Way Notification please go to:
<http://apps.harriscountytexas.gov/EPermits> and apply for the HCFCD ROW under ROW Notification.

D. General Notes

PASADENA ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF WORK

1. The notation "CAUTION EX. GAS FACILITIES IN AREA" are included as a cautionary note to the contractor, where the proposed trail crosses an existing Center Point Energy (CPE) Gas line smaller than 4-inch or when crossing an existing CPE underground facility. Contractor is required to exercise caution during construction in the vicinity of these facilities.

PASADENA ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF WORK

2. Call the City of Pasadena Traffic Signal Department at 713-475-4923 when work is scheduled near signalized intersection or traffic signal conduits. Call at least five working days in advance. The Contractor shall be responsible for any damages to existing traffic signal cables as a result of construction activities for the project. No separate payment for repair to signal conduit.
3. Service line installation could be hindered by cement stabilized sand backfill. Include cost of crossing cement stabilized backfill if encountered during service line installation in the unit price of services.
4. The contractor shall provide cut sheets (ground elevations and proposed line inverts with amount of cut, location of bends, fire hydrants, valves and other fittings at every 100 feet in tabular format to the City for approval prior to construction at no additional cost to the City.
5. Contractor must refer to the City of Pasadena standard detail drawings for any details not included in the construction drawings.
6. Contractor shall coordinate ahead of time with business owners and residents for installation of water lines in encroached areas of the public right-of-way. No separate pay.
7. Contractor is required to purchase all water meters from the City of Pasadena Water Billing Division.

1.3 CASH ALLOWANCES - **(Only as Directed by the City of Pasadena)**

- A. Permits and Coordination – The necessary permits for crossing, Harris County, HCFCD, and other entities as necessary. *Contractor is allowed 15% markup for overhead and profit on this work.*
- B. CenterPoint Energy Allowance – Any necessary costs associated with conflicts or bracing needed for this project. *Contractor is allowed 15% markup for overhead and profit on this work.*
- C. Site Investigation and Geotechnical – This allowance is provided for any necessary material testing and subsurface investigation needed to satisfy installation of the work. *This work will be submitted for reimbursement without mark-up for overhead and profit.*
- D. Special Landscaping and Fencing – This allowance is provided for any specialized site restoration and fencing that is not typical of general ROW restoration and separate of clearing and grubbing. *Contractor is allowed 15% markup for overhead and profit on this work.*

1.4 CITY FURNISHED PRODUCTS

- A. Items Furnished by City for Installation and Final Connection by Contractor:
Not applicable for this project.
- B. Contractor's Responsibilities:
 - 1. Contractor will supply all new construction materials as outlined in Schedule of Unit Prices Work.
 - 2. Arrange and pay for product delivery at site.
 - 3. Receive and unload products at site: jointly with City, inspect for completeness and damage.
 - 4. Handle, store, install and finish products
 - 5. Repair or replace damaged items
 - 6. A service connection tap shall be provided directly from Distribution Line to an approved metering device servicing domestic water only unless specifically approved otherwise.
 - a. Connection of two or more domestic water meters to single service line will not be allowed.
 - b. Install each water meter in a new individual meter box.

1.5 WORK SEQUENCE

- A. The Contractor shall comply with requirements stated in section 01325– Construction Schedule.

1.6 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of right-of-way as specified in Section 01145 - Use of Premises.
- B. Maintain local driveway access to residential and commercial properties adjacent to work areas. Provide temporary access driveways. No separate payment for temporary driveways. Coordinate with business owners and residents.
- C. Construction Operations are limited to Harris County and City of Pasadena right-of-way shown or described in the Contract documents.

PASADENA ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF WORK

- D. The City's Utility Maintenance Division is not bound to assist the contractor in locating existing water mains during construction.

Effort shall be given to locate proposed water valve and fire hydrants from flow lines of roadside ditches.

The existing utility lines with less than a 4-inch in diameter are not shown on the profile of design drawings but they do exist as per plan and contractor shall pre-locate as required.

- E. Utility Outages and Shutdown: Provide notification to the City and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work with the City as required.

1.7 WARRANTY

- A. Comply with warranty requirements in accordance with the General Conditions.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION CONTRACT ITEMS

- A. The work on this project has been separated into bid items for bid and payment purposes. The bid items are listed in the Bid Proposal included with these documents.

END OF SECTION