AGENDA REQUEST

[Caption: Bid #13-029]

An ordinance authorizing and approving the award for a contract for Demolition Services to the lowest responsive bidder, K & K Tractor Service, LLC., 3012 Randolph, Pasadena, TX 77503 according to specifications for the Demolition of three (3) structures and appropriating the amount of nine thousand four hundred fifty dollars ($9,450) out of account no. CD122-8708 ($9,238.94) & CD123-8708 ($211.06)

RECOMMENDATIONS & JUSTIFICATION:

The City's Community Development Department requires a contract for demolition services for structures that have been deemed unsafe by the Buildings and Standards Commission.

Staff evaluated the bids and K & K Tractor Service, LLC offers the lowest pricing on all three (3) projects.

Staff recommends Council's authorization and execution of a contract with K & K Tractor Services, LLC.

Estimated COST:$9,450.00 TASK NO:CD123 BUDGETED: YES ☒ NO ☐
ACCOUNT NUMBER(S):CD122-8708-CD122-8708 ($9,238.94) & CD123-8708-CD123-8708 ($211.06)
REQUESTING DEPARTMENT:Purchasing / Community Development

COUNCIL ACTION

REQUESTING PARTY (TYPED) DATE:10/22/2013 FIRST READING: FINAL READING:

[Signature]
PURCHASING DEPARTMENT

APPROVED:

[Signature] DATE:11/5/13 [Signature] DATE:11/12/13
CITY ATTORNEY

DEFERRED:
ORDINANCE NO. 2013-

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and K & K Tractor Service, LLC for the demolition of three (3) structures; and appropriating the amount of Nine Thousand Four Hundred Fifty and No/100 ($9,450.00) Dollars.

WHEREAS, K & K Tractor Service, LLC submitted the lowest responsive bid received October 22, 2013; and

WHEREAS, the City Controller has certified to the City Council that there is available for appropriation in the hereinafter mentioned Fund a sum sufficient for the purpose herebelow stated; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and K & K Tractor Service, LLC of Texas for the demolition of three (3) structures, according to specifications, for the sum of Nine Thousand Four Hundred Fifty and No/100 ($9,450.00) Dollars, as set forth in Notice to Bidders and bid/proposal of K & K Tractor Service, LLC received pursuant thereto on October 22, 2013, is hereby authorized and approved.

SECTION 2. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City has been duly certified for availability of payment and there is hereby appropriated the amount of Nine Thousand Four Hundred Fifty and No/100 ($9,450.00) Dollars out of Account Nos. CD122-8708.
($9,238.94) and CD123-8708 ($211.06); and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)
PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 5th day of November, A. D., 2013.
APPROVED this the 5th day of November, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 12th day of November, A. D., 2013.
APPROVED this the 12th day of November, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

Kpurh.DemolitionServ-K&K13
THE STATE OF TEXAS §
COUNTY OF HARRIS §

ORDINANCE NO. 2013-17

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 12th day of November, A. D., 2013, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the “City”), and K & K Tractor Service, LLC of Texas (the “Contractor”). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for the demolition of three (3) structures for the sum of Nine Thousand Four Hundred Fifty and No/100 ($9,450.00) Dollars, and bid received pursuant thereto on October 22, 2013, as well as any and all addenda are a part of this contract, as if set out in full at this part of the contract. Each of the parties hereto agrees to carry out and perform each and all of the provisions of said documents upon its part to be performed.

EXHIBIT “A”
II.
Contractor agrees to supply to the City the demolition of three (3) structures according to the specifications and formal proposal attached hereto.

III.
City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.
The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.
If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.
In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of November, 2013 by JOHNNY ISBELL as MAYOR of the City of Pasadena, Texas.

CONNIE JO SMITH
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: Connie Jo Smith

This instrument was acknowledged before me on the 18th day of November, 2013 by Paul Kerrill, the Officer of K & K Tractor Service, LLC, a corporation, on behalf of said corporation.

My Commission expires: 06/14/2016

Name: Maria Faust
City of Pasadena

PURCHASING OFFICE
1211 SOUTHMORE, SUITE 201
PASADENA, TEXAS 77502
713-475-5532
FAX 713-472-0144

SUBMIT TO:
CITY OF PASADENA
CITY SECRETARY'S OFFICE
1211 SOUTHMORE, SUITE 115
PASADENA, TX 77502

Invitation for Bids (IFB)

MAILING DATE
Sept. 29, 2013

TITLE
DEMOlITION SERVICES AT
THREE (3) LOCATIONS

NUMBER
13-029

CLOSING DATE & TIME
October 21, 2013
@ 4:00 PM CST

BID WRITER
Richard Bennett, CPPB

PRE-BID DATE, TIME AND LOCATION
October 7, 2013
10:00 AM CST
Engineering Conference Room
1114 Davis St., 2nd Floor
Pasadena, TX 77502

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL
T&K Tractor Service LLC

TAXPAYER IDENTIFICATION NUMBER
22-4510829

MAILING ADDRESS
3012 Randolph

Pasadena, TX 77503

PH:
281-808-6102

FX:
281-996-0301

EMAIL:
PKamps68@hotmail.com

WEB ADDRESS: 

TOTAL BID AMOUNT:
9,450.00

Delivery: Calendar days after receipt of Purchase Order:

Bids are firm for Acceptance for 90 days

Yes ☐ No ☐ Other ☐

Payment Terms:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE
Paul S. Kamps, Jr., Owner

DATE
10-13

PRINTED NAME/ TITLE

Please initial by all that apply. I acknowledge receipt of the following addendum
Addendum #1 ☐ Addendum #2 ☐ Addendum #3 ☐ Addendum #4 ☐

Please note the following:
• This page must be completed and returned with your bid
• Bids must be submitted in a sealed envelope, marked with bid number & closing date.
• Bids received after the above closing date and time will not be accepted.
NOTICE TO BIDDERS
BID NO. 13-029

The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

DEMOLITION SERVICES AT THREE (3) LOCATIONS

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before 4:00pm Monday, October 21, 2013 in the Office of the City Secretary, 1211 Southmore Ave., Room 115; Pasadena, Texas 77502. Bids will be publicly opened and read on October 22, 2013 at the 10:00am City Council meeting.

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.ci.pasadena.tx.us. If you do not have Internet access, you may obtain the documents by calling DemandStar by Onvia at (800) 711-1712 and request document number #13-029 or contact the Purchasing Office at 1211 Southmore, Pasadena, Texas, 77502, (713) 475-5532.

IFBs may be either mailed or hand delivered to the City Secretary’s Office, 1211 Southmore, Room 115, Pasadena, TX 77502. Any IFB’s received after the above stated time will be returned to the bidder unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the City.

A pre-submittal conference will be conducted on Wednesday, October 7, 2013 at 10:00 A.M. in the Engineering Conference Room located at 1114 Davis St, 2nd Floor; Pasadena, TX 77502 to answer questions regarding the bid requirements. All prospective Bidders are encouraged to attend. Non-attendance on the part of a Bidder shall not relieve the Bidder of any responsibility for adherence to the provisions of this proposal package or any addenda hereto.

CAUTION: It is the bidder’s / proposer’s responsibility to ensure that bids/proposals are received in the City Secretary’s Office prior to the date and time specified above. Receipt of a bid/proposal in any other City office does not satisfy this requirement.

THIS PROJECT IS FINANCIALLY ASSISTED WITH FEDERAL FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. PERTINENT LEGAL REQUIREMENTS ARE INCLUDED IN THE BID PACKAGE. EQUAL OPPORTUNITY EMPLOYER.

IN ADDITION, IF THE CONTRACT AMOUNT FOR THIS PROJECT IS $100,000.00 OR MORE, THE WORK PERFORMED UNDER THIS CONTRACT WILL BE SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

Published in the Pasadena Citizen & City Website

Published: September 29, 2013 & October 6, 2013
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CITY OF PASADENA
PURCHASING OFFICE

STANDARD PURCHASE DEFINITIONS (IFB)

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6.Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.

7. Bids are responses to an Invitation for Bids.

8. City means the City of Pasadena, a Texas home-rule municipal corporation.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service, which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and Invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

22. Services include all work or labor performed for the City on an independent contractor basis other than construction.

23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

25. Unbalanced Bid means a Bid that is based on prices, which are significantly less than cost for some bid items and significantly more than cost for others.
CITY OF PASADENA
PURCHASING OFFICE

GENERAL REQUIREMENTS FOR BIDS

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena Purchasing Department. General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. TERM CONTRACTS
The CITY of PASADENA acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

2. ANTI-LOBBYING PROVISION
DURING THE PERIOD BETWEEN THE BID MAILING DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S BID.

3. POTENTIAL CONFLICTS OF INTEREST
An outside consultant or contractor is prohibited from submitting a bid for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

4. GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW
This bid solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE
Any agreement resulting from this IFB shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the IFB in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)
The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub.L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress, which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.
8. INTERLOCAL PARTICIPATION

8.1. The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

8.2. In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

8.3. Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

8.4. Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA
When specifications are revised, the CITY of PASADENA Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

10. SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

11. NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of the CITY of PASADENA to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. The CITY of PASADENA shall act as sole judge in determining equality and acceptability of products offered.

12. RECYCLED MATERIALS
CITY of PASADENA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. CITY of PASADENA will be the sole judge in determining product preference application.

13. INSPECTIONS & TESTING
City of Pasadena reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

14. PRICING
Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

15. BID FORM COMPLETION
Unless otherwise specified, Bidders must use the bid forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the bidder should sign the Bid Sheet. The contract will be binding only when signed by the CITY of PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.
16. **SCANNED OR RE-TYPED RESPONSE**
   If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications as published shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. **BID RETURNS**
   Bidder shall return one (1) “ORIGINAL” bid and one (1) “COPY” of the sealed bid in a sealed envelope or package of comparable size. Please cut out and affix the bid label on page 29 to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!

   Bidders must return all completed bids to:
   
   City of Pasadena
   City Secretary's Office
   1211 Southmore, Suite 115
   Pasadena, Texas 77502

   by the date and time specified. **Late bids will not be accepted** and will be returned to Bidders unopened.

18. **SUPPLEMENTAL MATERIALS**
   Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

19. **VARIANCES**
   For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City’s terms, conditions and specifications.

   By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City’s sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

20. **DISQUALIFICATION OF BIDDER**
   Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

   Bidders that are bidding on Federally Fund Projects will be disqualified if they are found to be on the Federal Debarment List.

21. **AWARD OF CONTRACT**

   21.1. Per Section § 252.043 of the Texas Local Government Code;

   21.1.1. If the competitive sealed bidding requirement applies to the contract for goods or services, 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.
21.1.2. In determining the best value for the municipality, the municipality may consider:

(a) the purchase price;
(b) the reputation of the bidder and of the bidder's goods or services;
(c) the quality of the bidder's goods or services;
(d) the extent to which the goods or services meet the municipality's needs;
(e) the bidder's past relationship with the municipality;
(f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
(h) any relevant criteria specifically listed in the request for bids or proposals.

21.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City's sole discretion. For the purpose of evaluation, any item left "blank" will be deemed "no bid".

21.3. The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.

21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contact without further action by either party.

21.5. Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.

21.6. Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

22. EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The CITY of PASADENA Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

23. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent (5%) of the lowest bid price, up to $100,000, received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

23.1.1. the lowest bidder; or

23.1.2. the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

23.2. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.3. In order to receive consideration, bidders must submit an Affidavit of Eligibility.
24. PROTESTS:

24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall:

24.2.1. come from an actual bidder or proposer for the contract, and

24.2.2. who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

24.3. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

25. CONTRACT OBLIGATION

The CITY of PASADENA City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the CITY of PASADENA or the bidders. Department heads are NOT authorized to sign agreements for the CITY of PASADENA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

26. BID DOCUMENTS AND BID EVALUATIONS

A vendor, as a member of the public may request a copy of the Bid Tabulation that is compiled when the bids are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Government Code, Chapter 552.

The City will not release copies of bids or the bid evaluations until after the contract has been awarded and passed on second and final reading by the City Council. In accordance with Texas Government Code, Chapter 552.104, EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

27. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

28. FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the CITY of PASADENA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

29. GRANT FUNDING

Any contract entered into by the CITY that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the CITY has set aside any CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

30. INSURANCE

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

31. WAIVER OF SUBROGATION

Bidder and bidder’s insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from bidder’s performance under this agreement.
32. **TERMINATION**
The CITY of PASADENA reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

33. **TERMINATION-NOTICE**
Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty (30) days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon thirty (30) days written notice.

34. **INDEMNITY**

34.1. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

34.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

34.3. PATENTS/COPYRIGHTS
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

35. **PURCHASE ORDER AND DELIVERY**
The successful bidder shall not deliver products or provide services without a CITY of PASADENA Purchase Order, signed by an authorized agent of the CITY of PASADENA Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.
36. DELIVERY OF GOODS/SERVICES

36.1. All materials are to be delivered F.O.B.; City of Pasadena designated facility.

36.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.

36.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

36.4. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

36.5. When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.

37. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

38. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

39. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder's expense.

40. INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

41. TAXES

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.
42. ASSIGNMENT
The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

43. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS.
The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be 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.

The CIQ Form can be downloaded from http://www.ethics.state.tx.us/forms/CIQ.pdf
QUESTIONS AND ADDENDUM

All questions that bidders wish to have addressed and that might require an addendum must be submitted to the Purchasing Department in writing at least seven (7) calendar days prior to the bid due date. If required, a written addendum will be issued within two (2) days to all proposers who have received a copy of this IFB. Questions may be faxed to (713) 472-0144 ATTN: Richard Bennett, CPPB or e-mailed to Rbennett@ci.pasadena.tx.us. PLEASE NOTE: No portion of your bid response can be sent via fax or E-mail.

Sealed bids must be received in duplicate prior to the closing date and time, to be considered.

All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City’s minimum specifications shall render the offer non-responsive to the solicitation. The City reserves the right to compare specific items, at its discretion, to determine the bidder who offers the best value to the City. The City also reserves the right to award in whole, by group or line item, whichever is in the best interest of the City.

Bidder shall complete all information requested and fill in the blanks provided beside each item. The CITY reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.

The CITY is exempt from all sales and excise taxes.

Bidders shall return with their bid the following forms with all information completed and signed. Page 22 shall be notarized.

- Verification of Non-Debarment of Federally Funded Construction Contractors (pg 19)
- Non-Collusion Affidavit (pg 22)

Any bid that is submitted without the above forms completed, signed and notarized, WILL BE rejected.

Contractor will be paid per completed project. Invoices shall be submitted to Community Development.

City of Pasadena
Community Development Department
1114 Davis Street
Pasadena, TX 77503
ATTN: Polk Curtiss

Bonds will be based on a project-by-project basis for project exceeding $25,000. If bonds are required, the Contractor shall provide the required certification within ten days of notification. If Contractor does not maintain the coverage required throughout the entire Project Term, the CITY may order the Contractor to stop work, assess liquidated damages. Suspend or terminate the Contract. All bonds shall be secured from agents authorized in the State of Texas.

A. Labor and Material Payment Bond in the amount of one hundred percent of the award amount ensuring the payment of all obligations of the Contractor under the Contract Summary.

B. Performance Bond in the amount of one hundred percent of the Award Amount ensuring performance of the Contractor.

C. If the bonds are not kept in effect during the Project term, the CITY may assess liquidated damages in the amount of $30 per day until the required bonds certificates have been submitted to the CITY.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.
Worker's Compensation – Required Limits:

Coverage A – Coverage will include statutory requirements
Coverage B – Employers Liability

$100,000 Each Person
$100,000 Each Person by Disease
$500,000 Policy Limit – Disease

B. General Liability Insurance: The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the City of Pasadena against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The insurance requirements are:

1. Commercial General Liability (form CG0001 or equivalent) with limits of:
   - $1,000,000 Each Occurrence
   - $1,000,000 Personal Injury
   - $2,000,000 Products/Completed Operations
   - $2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
4. Coverage shall also include Products/Completed Operations.
5. The City of Pasadena shall be named as Additional insured (CG2010 or equivalent).
6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG2503 or equivalent).

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

   Bodily Injury and Property Damage

   1,000,000 Combined Single Limit

D. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified, where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the City of Pasadena and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the City of Pasadena by the time work on the building begins and such insurance shall be subjected to the approval of the City of Pasadena.

E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Texas and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Pasadena.

F. Certificate of Insurance: All Certificates of Insurance shall be filed with the City of Pasadena on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of Pasadena is an additional insured where required. Such certificate shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Pasadena thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to the City of Pasadena Risk Manager and a copy to: Purchasing Department, City of Pasadena, 1211 Southmore; Pasadena, TX 77502

NO EXTRA OR ADDITIONAL CHARGES WILL BE ALLOWED TO SUCCESSFUL BIDDER.
1. **SCOPE**

It is the intent of these specifications to award a per location contract for Demolition Services for the City. The demolition service agreement will consist of all structures of various types of construction (i.e., wood frame, concrete block, stucco, brick, etc.). The Contractor is to provide all necessary equipment, materials, transportation, labor and supervision to remove structures down to and including slabs and/or footing, in accordance with the specifications, unless otherwise specified in the work order.

A. Plot plans/drawings, if necessary will be supplied by the City per project designating all structures and items for removal.

B. The sewer connections shall be terminated and capped by the Contractor, but left in accordance with the requirements of the City or utility involved for reconnection. The water, gas and electrical connections shall be terminated and capped by the City. Once the sewer, water and gas connections are visibly capped on the property, inspected by City staff and the Contractor will subsequently backfill.

C. All sidewalks, driveway entrances, alley entrances, curbs and gutters, and streets that are to remain, but are damaged by the contractor during his operations shall be repaired to the satisfaction of the City. Sidewalks and streets shall be left in a condition satisfactory to prevent injury to pedestrians.

D. All vegetation (except trees of 2" caliper or larger) is to be removed from the entire property unless otherwise specified, excluding grass.

E. All structures with basements, swimming pools or other in ground structures shall be removed and/or broken up and backfill, unless otherwise specified.

F. All cleared property shall be leveled to finish grade to facilitate proper draining and future mowing.

G. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

H. All completed work will be inspected by Code Enforcement Manager or his/her designee and a written notice delivered to contractor noting discrepancies or omitted work. Contractor shall have two (2) working days in which to correct noted discrepancies.

I. No salvage materials shall be removed and parked or stored on any nearby City-owned, publicly-owned or privately-owned property, either by the contractor or his subcontractor without written permission from the owner or Code Enforcement Manager or his/her designee. Payment of any monies due will be held until all demolition equipment, materials and debris have been removed to the satisfaction of the City.

J. The Contractor who damages underground facilities shall be responsible for all repairs. The Contractor should contact the Code Enforcement Manager, at (713) 475-4912 to avoid damage to utilities.

2. **HAZARDOUS MATERIALS**

The Contractor must immediately advise the Code Enforcement Manager when hazardous materials are found at the demolition site and the City will take appropriate action to remove and dispose of the hazardous material according to Federal, State and Local guidelines.

3. **DEBRIS DISPOSAL**

A. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the contractor at the contractor's expense.

B. All rubbish and debris shall be properly disposed of by the contractor in a federal, state, or locally approved landfill site unless otherwise specified.

C. Contractor must provide documentation to the City showing the number and size loads per truck that
was delivered to the landfill.

D. The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc., shall be removed or safely stored. The CITY is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day.

4. SALVAGE
The CITY recognizes that a contractor's bid maybe influenced by the salvage value inherent in the items to be removed. However, the CITY shall not be responsible for the loss of any salvageable materials because of theft, vandalism, fire or any other reason. Salvage will be allowed, unless otherwise noted, and provided it does not delay the completion of the work.

5. EMERGENCY CONTACT
Contractor must provide a twenty-four (24) hour a day emergency contact and telephone number. The contractor must be able to respond to a request for return call within two (2) hours of notification and complete the project within seventy-two (72) hours after notification from city that the utilities at the job site are turned off.

6. SUPERVISION OF WORK CREW
Contractor shall provide experienced supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required provided that communications equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

7. PENALTIES
The Contractor will have two days from time of notification to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified, the CITY shall have the immediate right to complete the work to its satisfaction and shall deduct the cost of the work from any balances due or to become due the contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

8. FEES
Unless otherwise provided in the Contract, The Contractor shall pay for and secure all necessary permits and governmental licenses fees and inspections and utility fees necessary for the proper execution and completion of each Project.

8.1. The contractor will have to pay for the required permits. The permit fees are as follows:

- Sewer Disconnect Fee $ 50.00
- Demolition Fee (Residential) $ 60.00
- Demolition Fee (Commercial) $ 110.00

9. LICENSES
Unless otherwise provided in the Contract, the Contractors will be required to obtain any necessary federal, state, or local licenses required for the completion of each project.

10. BIDDER QUALIFICATIONS
The City may require the Contractor to submit such evidence to establish the bidder(s) qualifications.

A. Financial responsibility: Contractor should submit with their bid a letter from a bonding or insurance company stating that the bidder can qualify for and procure the performance surety required in this IFB. Bids received without the required statement, may be considered as non-responsive.

B. Experience: Contractor shall list up to four major demolition contracts and total dollar value within the last twelve months.
C. References: The CITY will conduct reference checks as needed to evaluate bids. The CITY may contact those listed, and inclusion of this listing in your bid is agreement that the CITY may contact the named reference. The CITY reserves the right to contact other companies or individuals that can provide information to the CITY that will assist the CITY in evaluating the capability of the Contractor. The Contractor shall furnish up to three references. Each shall be a current customer of the Contractor using similar types of services and quantities as specified herein.

D. Possession and demonstration of equipment needed to perform the work in an expeditious, safe and satisfactory manner. All transportation equipment must have current license, state inspection stickers and road ready (truck-trailer must have minimum of fifty yard debris capacity). If required, demonstration of equipment shall be provided within reasonable time of bid opening. The CITY will require demonstration be held within the city limits of Pasadena, Texas.

11. PRE-AWARD CONFERENCE
The successful Contractor may be required to attend a Pre-Award Conference to discuss the specification, terms and condition, and performance expectations of the awarded contract.

12. LAWS
All Local, State and Federal laws will be adhered too. See Appendix A and Appendix C for more information.

13. LOCATIONS

<table>
<thead>
<tr>
<th>Legal Description</th>
<th>Physical Address</th>
<th>Property Type</th>
<th>Harris Co. Map Facet</th>
<th>Harris Co. Key Map Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT 21 Sunnyslope Sec 1</td>
<td>319 W. Hart Avenue – Demo to include the concrete driveway that ends at the street &amp; concrete walkway for the front door.</td>
<td>Single family Residential</td>
<td>5754B</td>
<td>536Q</td>
</tr>
<tr>
<td>LT 130 Satsuma Place Sec 4</td>
<td>923 Paul Street – Demo the structure ONLY, No driveways or walkways</td>
<td>Rear Garage Apartment</td>
<td>5855D</td>
<td>537K</td>
</tr>
<tr>
<td>LT 26 BLK 2 Pasadena Heights Sec 2</td>
<td>910 Griffin – Demo to include the concrete driveway. Remove the driveway up to the sidewalk. DO NOT REMOVE THE SIDEWALK.</td>
<td>Single family Residential</td>
<td>5855C</td>
<td>536M</td>
</tr>
<tr>
<td>Item</td>
<td>Note</td>
<td>Bidders Init.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>General Requirements for Bids (pgs 2 – 9)</td>
<td>I acknowledge reading and understanding the General Requirements for Bids</td>
<td>Pk</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Special Conditions (pg 10 - 11)</td>
<td>I acknowledge reading and understanding the Special Conditions.</td>
<td>Pk</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Specifications (pgs 12 - 14)</td>
<td>I acknowledge reading and understanding the Specifications.</td>
<td>Pk</td>
<td></td>
</tr>
</tbody>
</table>

**DID YOU REMEMBER TO:**

4. Fill out and return the Invitation for Bid (IFB) cover sheet.
5. Fill out and return the Bid Pricing Sheet (pgs 16 – 18)
6. Fill out, notarize, and return the Verification of Non-Debarment Form (pg 19)
7. Fill out and return the Deviations from Specifications Form *(if applicable)* (pg 20)
8. Fill out and return the List of Machinery and Equipment Form (pg 21)
9. Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg 22)
10. Fill out and return the Contractor's Non-Kickback Certification Form. (pg 23)
11. Fill out and return the Solicitation Questionnaire. (pg 24)
12. Fill out and return the Bidder References Form (pg 25)
13. Fill out and return the Local Bidder Preference Claim Form *(if applicable)* (pgs 26 - 27)
14. Fill out and return the Disadvantaged Business Enterprises Only Form *(if applicable)* (pg 28)
15. Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority Mail, etc.) (pg 29)
Commodity Code: 912-40

CITY OF PASADENA
PURCHASING OFFICE

BID PRICING SHEET

For the purpose of evaluation, any item left “blank” will be deemed “no bid”.

> Your total price per location shall include all charges and fees applicable. NO additional charges or fees will be allowed.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Address</th>
<th>Unit of Measure</th>
<th>Harris Co. Map Facet</th>
<th>Harris Co. Key Map Location</th>
<th>Total Per Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>319 W. Hart Avenue - Demo to include the concrete driveway that ends at the street &amp; concrete walkway for the front door</td>
<td>EACH</td>
<td>5754B</td>
<td>536Q</td>
<td>$4250</td>
</tr>
<tr>
<td>2</td>
<td>923 Paul Street - Demo the structure ONLY, No driveways or walkways</td>
<td>EACH</td>
<td>5855D</td>
<td>537K</td>
<td>$2050</td>
</tr>
<tr>
<td>3</td>
<td>910 Griffin Street - Demo to include the concrete driveway. Remove the driveway up to the sidewalk. DO NOT REMOVE THE SIDEWALK</td>
<td>EACH</td>
<td>5855C</td>
<td>536M</td>
<td>$3150</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL ALL LOCATIONS</td>
</tr>
</tbody>
</table>

The City retains the right to award one or more properties to separate bidders. If offering an additional discount to the City to be awarded all ___ properties please enter that discount amount and revised total below:

<table>
<thead>
<tr>
<th>Discount Amount if awarded demolition of all properties</th>
<th>___%</th>
<th>___</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVISED TOTAL ALL LOCATIONS</td>
<td>$9450</td>
<td></td>
</tr>
</tbody>
</table>

Emergency Twenty-Four (24) Hour Contact Information.

Contact Name: Vera Kamas Telephone: 281 808-2489
Title: Office Manager Fax: 281 998-0901

METHOD OF PAYMENT:
1. PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)
2. PROMPT PAYMENT DISCOUNT: ___% within 10 days (e.g. 1%, 2%, 5%)

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked “ORIGINAL” and one (1) copy marked “COPY”.

Signature: [Signature] Title: Owner
Company Name: [Company Name] Date: 10-13-13
## Accounts Receivables Information:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vera Kamas</td>
<td>Office Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>3012 Randolph</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasadena</td>
<td>Texas</td>
<td>77503</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>281 808 2489</td>
<td>281 998-0301</td>
</tr>
</tbody>
</table>

## FULL LEGAL FIRM / COMPANY NAME:

K & K Tractor Service LLC

<table>
<thead>
<tr>
<th>BUSINESS STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3012 Randolph</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>281 808-6102</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>281 998-0301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>MINORITY OWNED</th>
<th># OF EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris</td>
<td>Yes</td>
<td>3</td>
</tr>
</tbody>
</table>

## CORPORATION | PARTNERSHIP | PROPRIETORSHIP | L.L.C. | L.L.P.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR ESTABLISHED</th>
<th>NUMBER OF YEARS IN BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FEDERAL ID NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-4510829</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATURE OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition, Land Clearing, Municipal Moving</td>
</tr>
</tbody>
</table>

## PRINCIPALS:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Kamas</td>
<td>Owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
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</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

17
Commodity Code: 912-40

IFB # 13-029 Demolition Services

**CONTRACT LICENSE/CERTIFICATE**

Licensed Contractor's Name: _______________________________

<table>
<thead>
<tr>
<th>Classes</th>
<th>License Certification Numbers</th>
<th>Expiration Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
**VERIFICATION OF NON-DEBARMENT**

U.S. General Services Administration
Excluded Parties List System (EPLS)

<table>
<thead>
<tr>
<th>DATE</th>
<th>PROJECT NAME</th>
<th>PROJECT REFERENCE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/18/13</td>
<td>Demolition of Three (3) Structures</td>
<td>Bid # 13-029</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY NAME &amp; ADDRESS</th>
<th>COMPANY'S FEDERAL ID NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kek Tractor</td>
<td>27-4510829</td>
</tr>
</tbody>
</table>

NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE COMPANY

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Krasnos</td>
<td>Owner</td>
<td>3012 Randolph Pk TX 77503</td>
</tr>
</tbody>
</table>

BELOW FOR CITY USE ONLY

I hereby certify that I have inspected the List of Federally Excluded Procurement Contractors and that the above named bidder and/or owners, partners or officers (are) or (are not) excluded from being awarded a contract.

DATE OF PUBLICATION OR INTERNET PRINTOUT

IF EXCLUDED, WHICH PARTIES WERE NOTED ON LIST

NAME OF EMPLOYEE VERIFYING INFORMATION

SIGNATURE OF EMPLOYEE VERIFYING INFORMATION

TITLE OF EMPLOYEE VERIFYING INFORMATION
CITY OF PASADENA  
PURCHASING OFFICE

DEVIATIONS FROM SPECIFICATIONS

Please list all deviations from specifications in space provided below. Please note item number of each piece of equipment for which you are showing deviations.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF DEVIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Commodity Code: 912-40  

IFB # 13-029 Demolition Services
LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use in the work covered by this IFB. “Being Available” shall mean that the equipment is owned or under the control of the Contractor submitting this bid. It is important to state quantity and specification of equipment available. (Example: 1 each – Track Loader)

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF MACHINERY AND EQUIPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18 wheeler dump truck and trailer</td>
</tr>
<tr>
<td>2</td>
<td>18 wheelers 60 yard end dump</td>
</tr>
<tr>
<td>2</td>
<td>Bale tailed dump trucks</td>
</tr>
<tr>
<td>3</td>
<td>excavators</td>
</tr>
<tr>
<td>2</td>
<td>Bulldozers</td>
</tr>
<tr>
<td>2</td>
<td>Backsat (skid steer)</td>
</tr>
<tr>
<td>2</td>
<td>1yg 1 am hydraulic hammer for breaking concrete</td>
</tr>
<tr>
<td>1</td>
<td>Back hoe</td>
</tr>
</tbody>
</table>
STATE OF TEXAS

COUNTY OF HARRIS

Being first duly sworn, deposes and says that:

1. He/She is the [Owner, Partner, Officer, Representative or Agent] of [Company], the party that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

3. Such Bid is genuine and is not a collusive or sham Proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted, or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against [Recipient], or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Authorized Representative's Signature]

[Representative's Name]

[Company Name]

[Representative's Title]

On this the 21st day of October, 2013, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:
City of Pasadena
Purchasing Office

CONTRACTOR'S NON-KICKBACK CERTIFICATION

Date: 10/18/13

To: City of Pasadena, Texas
(Home Program Grantee)

Re: Bid #13-029
(Project Address)

TBD
(Contract Date)

$ 9,450.00
(Contract Amount)

Kick Tracey Smith
(Contract)

The Copeland Act (Anti-Kickback Act)
The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic
(employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any
part of their wages.

KNOW ALL MEN BY THESE PRESENT:

That as a Contractor responsible for provision of goods and/or services under the above-
mentioned contract, neither my company nor I were forced or encouraged to forfeit any portion of
the contract amount in order to be employed as contractors on this job.

[Signature]
Signature of Contractor
10/18/13
Date

[Signature]
Signature of Witness
10/18/13
Date
CITY OF PASADENA
PURCHASING OFFICE

SOLICITATION QUESTIONNAIRE

The City of Pasadena Purchasing Department constantly strives to improve competitive bidding with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

☐ Direct Contact with Purchasing.
☐ City of Pasadena Website www.ci.pasadena.tx.us
☐ Bid notification service (i.e. DemandStar)
☐ Newspaper or trade publication
☐ City Information Cable Channel 16
☐ Another Vendor or Supplier
☐ Chamber of Commerce
☐ North Pasadena Business Association
☐ Port Area Networking
☐ Other Means: Describe ________________________

How did you obtain your copy of the Bid Document?

☐ Direct Contact with Purchasing
☐ Via Email  ☐ Via Fax  ☐ In Person
☐ City of Pasadena Website www.ci.pasadena.tx.us
☐ Bid notification service (i.e. DemandStar)
☐ Other Means: Describe
**BIDDER REFERENCES**

**DEMOLITION CONTRACTS**

Please list four (4) major demolition contracts and total dollar value your company has completed within the last twelve (12) months.

<table>
<thead>
<tr>
<th>1</th>
<th>NAME OF CONTACT:</th>
<th>City of La Porte</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ADDRESS:</td>
<td>604 W. Fairmont</td>
</tr>
<tr>
<td></td>
<td>CITY / STATE / ZIP:</td>
<td>La Porte, TX 77571</td>
</tr>
<tr>
<td></td>
<td>PHONE NO.:</td>
<td>281 470-5072</td>
</tr>
<tr>
<td></td>
<td>CONTRACT VALUE:</td>
<td>$ 33,075.00</td>
</tr>
<tr>
<td></td>
<td>START DATE:</td>
<td>1-15-13</td>
</tr>
<tr>
<td></td>
<td>COMPLETION DATE:</td>
<td>1-30-13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>NAME OF CONTACT:</th>
<th>Property Investors, Lorenzo Sarnago</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ADDRESS:</td>
<td>17100 Strawberry Place 200</td>
</tr>
<tr>
<td></td>
<td>CITY / STATE / ZIP:</td>
<td>Pasadena, TX 77502</td>
</tr>
<tr>
<td></td>
<td>PHONE NO.:</td>
<td>713 240-3127</td>
</tr>
<tr>
<td></td>
<td>CONTRACT VALUE:</td>
<td>$ 18,000</td>
</tr>
<tr>
<td></td>
<td>START DATE:</td>
<td>8-19-13</td>
</tr>
<tr>
<td></td>
<td>COMPLETION DATE:</td>
<td>8-28-13</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>3</th>
<th>NAME OF CONTACT:</th>
<th>Packey, Incorporated, Curtis Packey</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ADDRESS:</td>
<td>P.O. Box 5724</td>
</tr>
<tr>
<td></td>
<td>CITY / STATE / ZIP:</td>
<td>La Porte, TX 77508</td>
</tr>
<tr>
<td></td>
<td>PHONE NO.:</td>
<td>281 809-0988</td>
</tr>
<tr>
<td></td>
<td>CONTRACT VALUE:</td>
<td>$ 42,865.00</td>
</tr>
<tr>
<td></td>
<td>START DATE:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMPLETION DATE:</td>
<td>6-26-13</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>4</th>
<th>NAME OF CONTACT:</th>
<th>Russell Marvin, Frank Thielen</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ADDRESS:</td>
<td>16928 Market St.</td>
</tr>
<tr>
<td></td>
<td>CITY / STATE / ZIP:</td>
<td>Channelview, TX 77530</td>
</tr>
<tr>
<td></td>
<td>PHONE NO.:</td>
<td>713 857-0075</td>
</tr>
<tr>
<td></td>
<td>CONTRACT VALUE:</td>
<td>$ 13,900</td>
</tr>
<tr>
<td></td>
<td>START DATE:</td>
<td>8-29-13</td>
</tr>
<tr>
<td></td>
<td>COMPLETION DATE:</td>
<td>8-31-13</td>
</tr>
</tbody>
</table>
The Texas Asbestos Health Protection Rules (TAHPR) were approved and became effective on October 20, 1992. The TAHPR established the procedures and means to implement the provisions of Chapter 295, Occupations Code. The purpose of the TAHPR is to establish the means of control and minimization of public exposure to airborne asbestos fibers, a known carcinogen and dangerous health hazard, by regulating asbestos disturbance activities in buildings that afford public access or occupancy.

The TAHPR require that a person must be appropriately licensed or registered to engage in asbestos abatement or any asbestos-related activity. Those persons whose jobs relate to the physical aspects of a building including carpenters, electricians, plumbers, telephone and maintenance personnel, and those who occupy such buildings, are at great risk of asbestos-related disease unless proper training, personal protection, and/or engineering controls are rigorously employed. Prudent management of asbestos in buildings is vitally necessary for their protection.

Texas Asbestos Health Protection Rules (TAHPR)

Texas Administrative Code - Title 25 - Part 1 Chapter 295.31 - Chapter 295.73

Exclusions to the Texas Asbestos Health Protection Rules

Private residences and apartment buildings with no more than four dwelling units. Also excluded are industrial or manufacturing facilities, in which access is controlled and limited principally to employees therein because of processes or functions dangerous to human health and safety. Federal buildings and military installations are excluded from coverage by these rules.

Asbestos Regulatory Clarifications

<table>
<thead>
<tr>
<th>PSQA-ASB001</th>
<th>Demolition of Small Residential Buildings by Municipalities</th>
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<tbody>
<tr>
<td>PSQA-ASB002</td>
<td>Removal of Non-Asbestos Flooring Adhered to Asbestos-Containing Adhesive/Mastic and the Applicability of the Resilient Floor Coverings Institute (RFCI) Recommended Work Practices</td>
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</table>
Clarification on the Demolition of Small Residential Buildings by Municipalities

Background:

The Department of State Health Services (DSHS) has received numerous inquiries from municipalities about the applicability of the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) to the demolition of safety hazard/nuisance residential buildings having four or fewer dwelling units (small residential buildings) on the same site. EPA has provided guidance in the Determination Index (Control Number A960022) dated June 11, 1996, as follows:

"EPA believes that the residential buildings exemption does not apply where multiple (more than one) small residential buildings on the same site are demolished or renovated by the same owner or operator..."

The term "site" is not defined in the regulation and EPA does not intend to provide any determination of the boundaries of a "site." EPA further adds that a "site" is comparable to a "city block" and where a city block cannot be defined, the "site" should be considered to be an area comparable in size to a city block.

Clarification:

EPA has delegated the inspection and enforcement authority for the Asbestos NESHAP to the Texas Department of State Health Services (DSHS) and with this authority EPA has granted DSHS the ability to interpret areas of the NESHAP that EPA has allowed latitude. In order to be consistent throughout the state, and to ensure equal fairness with inspection and compliance, DSHS has determined that a "site" is the size of a "city block." To determine the size of a city block, research was conducted to compare definitions of a block and sizes of city blocks in various cities around the nation. The best definition found was from the City of Chicago, where a city block is 1/8 of a mile or 8 blocks equals a mile. For ease of measurement, DSHS will assume that the blocks are square. One mile is 5,280 feet and 1/8 of a mile is 660 feet, and therefore a "city block" for NESHAP purposes will be defined as 660 feet by 660. If more than one small residential building is demolished by the municipality and any part of the buildings are within 660 feet of each other, the NESHAP regulations will apply.

The NESHAP regulations do not allow for circumvention, therefore all small residential buildings that are demolished by the municipality in a calendar year (January 1 to December 31) that are within 660 feet of another small residential building previously demolished by the municipality in the same calendar year are subject to the NESHAP. Measurement must be conducted from the area of the property where the small residential building once stood. Determination of distance will be allowed from scaled maps of the area, but actual field measurements will be used to resolve any disputes over distance.

For additional information, please contact the PSQA - Environmental Health Group at (512) 834-6773, by fax at (512) 834-6707, or visit our website at: http://www.dshs.state.tx.us/asbestos/default.shtm
APPENDIX B
MAP OF LOCATIONS

310 W. HART AVE
910 GRIFFIN ST
923 PAUL ST
Community Development Block Grant (CDBG) Contract Provisions according to 24 CFR 85.36(i) as required by HUD

Definitions
As used in this Agreement, the following terms shall have the meanings set forth below:

- "CDBG" is the Community Development Block Grant.
- "City" is defined as the City of Pasadena and or "Grantee".
- "Department" is the City of Pasadena Community Development Department
- "Director" is the Director of the Development Services, or his/her designee.
- "HUD" is the U.S. Department of Housing and Urban Development.
- "Subrecipient" is the organization/company receiving CDBG funds to conduct prescribed work as outlined in the bid proposal; also described as "Contractor".

Termination for and Without Cause.
If the Subrecipient materially fails to comply with any term of this Agreement, the City may exercise any of the remedies set forth by law including suspension or termination of this Agreement.

Circumstances Constituting a Material Breach.
The following shall be considered a material breach of this Agreement:

1. Failure to comply with the reporting and record keeping requirements set forth herein;
2. Failure to account for CDBG funds provided to the Subrecipient;
3. Failure to comply with the laws and regulations applicable to the Subrecipient’s performance of work hereunder;
4. A declaration of bankruptcy or the dissolution or liquidation of the Subrecipient; and
5. The dissolution or liquidation of the Subrecipient, the filing of a voluntary petition in bankruptcy by the contractor; an assignment for the benefit of creditors by the Subrecipient; an entry into an agreement or composition with its creditors by the Subrecipient, the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in any respect of the Subrecipient under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for the Subrecipient or of its property, unless within sixty days after such appointment, the Subrecipient causes such appointment to be stayed or discharged.
6. The physical relocation of business and/or change of address and/or key employee turnovers, without proper written notice to grantee.

The above-referenced list is not considered and shall not be construed as an exhaustive list of conditions which shall constitute a material breach.

Method of Exercising Remedies.
The Director of the Development Services, or his/her designee, shall have the right to terminate this Agreement upon fifteen (15) days written notice to the Subrecipient. If the termination is being exercised as a result of the Subrecipient's breach of the Agreement, the termination may be stayed, at the sole option of the Director of Development Services, if the Subrecipient commences curing the breach to the satisfaction of the Director of Development Services within the fifteen-day period.
Executive Order 11246

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulation issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contract.

Contractor agrees that contractors and subcontractors on Federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

Labor

Any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units assisted with funds made available under this part must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR part 5) will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A-330). The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act [18 U.S.C. 874 et seq.] and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these Acts and with other HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

Record Keeping

The Subrecipient shall agree to keep records sufficient to document its compliance with all applicable laws, regulations and contract terms. The City will have final determination as to program eligibility. The Subrecipient shall maintain sufficient documentation showing proof of all income sources and eligibility determination in client files.

In addition, the Subrecipient agrees to keep records to fully document all expenditures charged to the CDBG Program. The documentation must support the amounts charged to the CDBG Program and demonstrate that the expenditures were appropriate to the stated goals of the Program and allowable under applicable federal, state and local guidelines. The Subrecipient shall keep a separate (not co-mingled) record of all funds received and disbursed under this Agreement and provide to the City all information, records, papers, reports and other documents regarding any aspect of the services furnished as may be requested by the City of Pasadena Controller and/or the Director of the City of Pasadena Community Development Department or his/her designee and make said records and all other records, books, documents, and papers of the Subrecipient which relate in any way to the services provided, (hereinafter referred to as "the records") available for inspection, audit, examination, and copying by the City, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, and the State of Texas, and/or their duly authorized representative. In addition to any other records required pursuant to this Agreement, during the term hereof the Subrecipient shall provide any additional records or reports required by the CD Administrator.

Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

Access to Records

Access by the Grantee, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposes of making audit, examination, excerpts, and transcriptions.

Retention

Retention of all required records for five years after the Grantee makes final payments and all other pending matters are closed.
Environmental Conditions

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
- Section 508 of the Clean Water Act (33 U.S.C. 1368);
- Executive Order 11738;
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, et seq., 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under;
- Environmental Protection Agency (EPA) regulations pursuant to (40 C.F.R. Part 15);
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 et seq., as amended); and

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
GENGLER AGENCY SERVICES
4310 DOWLLEN RD #15
BEAUMONT, TX 77706
Phone: 409-347-0553

**INSURED**
K & K TRACTOR SERVICES, LLC
DBA K & K TRACTOR SERVICES
3012 RANDOLPH RD
PASADENA, TX 77503

**INSTRUCTORS AFFORDING COVERAGE**

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<th>ATLANTIC CASUALTY INSURANCE</th>
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<td>INSURER B:</td>
<td>SOUTHERN VANGUARD INSURANCE</td>
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**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail a written notice to the certificate holder named to the left, but failure to do so shall not impose any obligation or liability upon the insurer, its agents or representives.

**CERTIFICATE HOLDER**

CITY OF PASADENA-PURCHASING DEPARTMENT
1114 DAVIS ST
PASADENA, TX 77502

**ACORD 25 (2001/08)**

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