

CITY OF DEER PARK, TEXAS  
DEER PARK HIKE & BIKE TRAIL - PHASE 1

CITY OF DEER PARK ITEMS						
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	
1.00	Mobilization	T.S	allow 1	\$ 26,275.00	\$	26,275.00
1.10	Payment & Performance Bonds	T.S	allow 1	\$ 12,360.96	\$	12,360.96
1.20	Rough/ Fine Grading	T.S	allow 1	\$ 5,000.00	\$	5,000.00
1.30	SWPPP Implementation & Preservation	T.S	allow 1	\$ 10,400.00	\$	10,400.00
1.40	Demolition & Haul Away	T.S	allow 1	\$ 7,400.00	\$	7,400.00
1.50	Decomposed Granite Trails 6" (Complete)	SF	44,980	\$ 1.81	\$	81,413.80
1.60	Steel Edging	LF	10125	\$ 4.21	\$	42,626.25
1.70	Concrete Walks & Ramps 4" (Complete)	SF	930	\$ 14.48	\$	13,466.40
1.80	Concrete Flumes	EA	3	\$ 5,090.00	\$	15,270.00
1.90	Retaining Block Wall 6"-3" (Complete)	LF	1,080	\$ 52.00	\$	56,160.00
1.10	Site Furnishings - Installed	LG	1	\$ 2,650.00	\$	2,650.00
	Bollards	EA	3	\$ 1,360.00	\$	4,080.00
	Dog Waste Station	EA	2	\$ 430.00	\$	860.00
1.11	Bermuda Hydroseed - Repairs	SF	allow 1	\$ 3,800.00	\$	3,800.00
1.12	Texas Native Bermuda (Seed)	SF	allow 1	\$ 2,200.00	\$	2,200.00
PROJECT TOTAL					\$	283,962.41
DEDUCT ALTERNATE ITEMS						
2.1	Decomposed Granite Trail to 6' width	SF	33,735	\$ -.48	\$	-16,192.80
ADD-ALTERNATE ITEMS						
3.1	Solar Light Poles (Complete)	EA	8	\$ 5,520.00	\$	44,160.00

Project 180 CALENDAR Days To Complete

PROJECT MANAGER

*Marshall Davis*  
Marshall DAVIS

# City of Deer Park Hike & Bike Trails Phase 1



## General Petro Chem Industrial Inc

1903 CR 129

Pearland, Tx. 77581

Contact: Marshall Davis

Phone: 281-482-4694

Email: mdavis@generalpetrochem.com

Quote To: City of Deer Park  
710 E San Augustine  
Deer Park Tx. 77536

Job Name: 3790-19  
Bid Date: 3-18-2021  
2PM

Phone:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1.00	LS	26,275.00	26,275.00
2.	Payment and Performance Bonds	1.00	LS	12,360.96	12,360.96
3.	Rough/ Fine Grading	1.00	LS	5,000.00	5,000.00
4.	SWPPP Implementation and Preservation	1.00	LS	10,400.00	10,400.00
5.	Demolition and Haul Away	1.00	LS	7,400.00	7,400.00
6.	8' Decomposed Granite Trails (Complete)	44,980.00	SF	1.81	81,413.80
7.	Steel Edging	10,125.00	LF	4.21	42,626.25
8.	Concrete Walks & Ramps 4" (Complete)	930.00	SF	14.48	13,466.40
9.	Concrete Flumes	3.00	EA	5,090.00	15,270.00
10.	Retaining Block Wall (Complete)	1,080.00	LF	52.00	56,160.00
11.	Site Furnishings - Installed	1.00	LS	2,650.00	2,650.00
12.	Bollards	3.00	EA	1,360.00	4,080.00
13.	Dog Waste Station	2.00	EA	430.00	860.00
14.	Bermuda Hydroseed Repairs	1.00	LS	3,800.00	3,800.00
15.	Texas Native Bermuda (Sod)	1.00	LS	2,200.00	2,200.00
	<b>Project Total</b>				<b>283,962.41</b>
	<b>Deduct-Alternate Items</b>				
16.	Decomposed Granite Trail width to 6'	33,735.00	SF	-0.48	-16,192.80
	<b>Add- Alternate Items</b>				
17.	Solar Light Poles (Complete)	8.00	EA	5,520.00	44,160.00
<b>GRAND TOTAL</b>					<b>311,929.61</b>

### NOTES:

Inclusions

This scope is based on working 10 hours per day, Monday through Thursday

Price is based on a (1) time move-in and continuous work until project is complete.

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, General Petro Chem Industrial, Inc.

of 1903 County Road 129 Pearland TX 77581

(hereinafter called the Principal), as Principal, and

The Ohio Casualty Insurance Company

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Deer Park

(hereinafter called the Obligee) in the penal sum of Ten Percent of the Greatest Amount Bid

Dollars (\$ 10% G.A.B. )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

## Hike and Bike Trail Construction Phase I

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2021

General Petro Chem Industrial, Inc.

By:

By: Lupe Harneda

The Ohio Casualty Insurance Company 1919

By:

By: Cheryl R. Colson Attorney-in-Fact

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204193 - 974122

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David M. Carey

all of the city of The Woodlands state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of September, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 1st day of September, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2021.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

of this Power of Attorney call

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, General Petro Chem Industrial, Inc.

(hereinafter called the Principal), as Principal, and \_\_\_\_\_ of 1903 County Road 129 Pearland TX 77581

The Ohio Casualty Insurance Company

(hereinafter called the Surety).

as Surety, are held and firmly bound unto City of Deer Park

(hereinafter called the Obligee) in the penal sum of Ten Percent of the Greatest Amount Bid

\_\_\_\_\_ Dollars (\$ 10% G.A.B.),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for  
Hike and Bike Trail Construction Phase I

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2021

General Petro Chem Industrial, Inc.

Michelle Katz Witness

By:

The Ohio Casualty Insurance Company 1919

By:

Cheryl R. Colson Attorney-in-Fact.



## CERTIFICATE OF INSURANCE

TO: CITY OF DEER PARK  
P.O. BOX 700  
DEER PARK, TEXAS 77536

DATE: 03/17/2021

### PROJECT: HIKE & BIKE TRAILS – PHASE 1

This is to certify that General Petro Chem Industrial, Inc.  
(Name of Insured)

1903 County Rd 129, Pearland, TX 77581  
(Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operating hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

### TYPE OF INSURANCE

#### WORKMEN'S COMPENSATION:

Policy No. : 0001147756

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$1,000,000.00

#### PUBLIC LIABILITY:

Policy No.: \_\_\_\_\_

Effective: \_\_\_\_\_ Expires: \_\_\_\_\_

Limit of Liability:  
1 Person:\$ \_\_\_\_\_ 1 Accident:\$ \_\_\_\_\_



**CONTINGENT LIABILITY:**

Policy No.: US00085696LI20A

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability:  
1 Person: \$ 2,000,000.00 1 Accident: \$ 1,000,000.00

**PROPERTY DAMAGE:**

Policy No.: US00085696LI20A

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$2,000,000.00

**AUTOMOBILE:**

Policy No.: BAPD3028864406

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$1,000,000.00

The foregoing policies (do) (do not) cover all sub-contractors.

Locations covered: SEE ATTACHED COI

Description of operations covered: SEE ATTACHED COI

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than fifteen (15) days after the insured has written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Name of Insurance Company: Texas Mutual, Indian Harbor, Nationwide Insurance

Name of Agency Company: USI Southwest

Address of Agency: 9811 Katy Freeway, Suite 500, Houston, TX 77024

Phone Number: (713) 490-4600

Signature of Authorized Representative: 



Client#: 17608

GENERPET

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 713 490-4600</b> <b>FAX (A/C, No): 713-490-4700</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>General Petro Chem Industrial, Inc.</b> <b>1903 County Road 129</b> <b>Pearland, TX 77581</b>	<table border="1"> <thead> <tr> <th data-bbox="812 446 1412 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1412 446 1542 478">NAIC#</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 478 1412 510">INSURER A: Indian Harbor Insurance Company</td> <td data-bbox="1412 478 1542 510">36940</td> </tr> <tr> <td data-bbox="812 510 1412 542">INSURER B: Scottsdale Indemnity Company</td> <td data-bbox="1412 510 1542 542">15580</td> </tr> <tr> <td data-bbox="812 542 1412 574">INSURER C: Texas Mutual Insurance Company</td> <td data-bbox="1412 542 1542 574">22945</td> </tr> <tr> <td data-bbox="812 574 1412 606">INSURER D: Travelers Lloyds Insurance Co</td> <td data-bbox="1412 574 1542 606">41262</td> </tr> <tr> <td data-bbox="812 606 1412 638">INSURER E: Nationwide Insurance Company of America</td> <td data-bbox="1412 606 1542 638">25453</td> </tr> <tr> <td data-bbox="812 638 1412 666">INSURER F:</td> <td data-bbox="1412 638 1542 666"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Indian Harbor Insurance Company	36940	INSURER B: Scottsdale Indemnity Company	15580	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Travelers Lloyds Insurance Co	41262	INSURER E: Nationwide Insurance Company of America	25453	INSURER F:	
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INSURER F:															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 <input checked="" type="checkbox"/> Prof Lim: \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		US00085696LI20A	07/25/2020	07/25/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAPD3028864406	07/25/2020	07/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		US00085697LI20A	07/25/2020	07/25/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001291204	07/26/2020	07/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Equipment FI		QT6608J92556ATLC20	02/10/2020	07/25/2021	\$125,000 Leased/Rented

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured under the Blanket Additional Insured endorsement on the General Liability and Auto policies on a primary and non-contributory basis, when required by written contract. The General Liability Blanket Additional Insured endorsement includes completed operations, as defined by the policy. A Waiver of Subrogation in favor of the Certificate Holder is provided by the Blanket Waiver endorsement on the General Liability, Auto and Workers Compensation (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Deer Park  
 710 San Augustine St  
 Deer Park, TX 77536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## DESCRIPTIONS (Continued from Page 1)

policies, when required by written contract. Workers Compensation includes USL&H, Outer Continental Shelf Act Coverage and a \$25,000 limit for Maritime. The Umbrella policy is follow form over the General Liability, Auto Liability and Employers Liability coverages.

The Named Insured includes:

General Fire Protection, Inc.

**ADDENDUM NO. I**

TO

**THE PROPOSAL/TECHNICAL SPECIFICATIONS**

FOR

**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**

CITY OF DEER PARK

710 E. SAN AUGUSTINE

DEER PARK, TX 77536

Monday, February 8, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the contract/specification manual shall be made, and insofar as the proposal or technical specifications are inconsistent with the following, this addendum shall govern.

**Project Manual:**

Add the following specifications to the project manual, along with the Certificate of Insurance.

- Page CI-1 to CI-3 Certificate of Insurance
- 01 60 00 Product Requirements
- 01 71 23 Field Engineering
- 03 10 00 Concrete Forming and Accessories
- 03 20 00 Concrete Reinforcing
- 31 23 16 Excavation

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**

**CERTIFICATE OF INSURANCE**

TO: CITY OF DEER PARK  
P.O. BOX 700  
DEER PARK, TEXAS 77536

DATE:

**PROJECT: HIKE & BIKE TRAILS – PHASE 1**

This is to certify that \_\_\_\_\_  
(Name of Insured)

\_\_\_\_\_  
(Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operating hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

**TYPE OF INSURANCE**

**WORKMEN'S COMPENSATION:**

Policy No. : \_\_\_\_\_

Effective: \_\_\_\_\_ Expires: \_\_\_\_\_

Limit of Liability: \_\_\_\_\_

**PUBLIC LIABILITY:**

Policy No.: \_\_\_\_\_

Effective: \_\_\_\_\_ Expires: \_\_\_\_\_

Limit of Liability:  
1 Person:\$ \_\_\_\_\_ 1 Accident:\$ \_\_\_\_\_

**ADDENDUM NO. 2**  
TO  
**THE PROPOSAL/TECHNICAL SPECIFICATIONS**  
FOR  
**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**  
CITY OF DEER PARK  
710 E. SAN AUGUSTINE  
DEER PARK, TX 77536

Wednesday, February 10, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

**Remove:**

Remove the existing proposal from the contract manual

**Replace:**

Replace existing proposal with the revised proposal, dated 02/10/2021

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**

Deer Park Hike & Bike Trail - Phase 1

UNIT PRICE BID FORM

CONTRACTOR:

Work includes but is not limited to the following. Quantities shown here are a guide and for courtesy only, the Contractor shall verify the quantities required to complete the design intent. If work detailed in plans and specifications are not itemized on this bid schedule, they are still required (mandatory) and are incidental to the bid item(s). Additionally, these unit numbers will be used as adds or deducts from the contract if required.

Base Bid Items	Size	Unit	Qty	Unit Cost	Total Cost (Unit Cost X Quantity)
Mobilization		LS	1		
Payment & Performance Bonds		LS	1		
Rough/ Fine Grading		LS	1		
SWPPP Implementation and preservation		LS	1		
Demolition and Haul Away		LS	1		
8' Decomposed Granite Trails (Complete)		LF			
Concrete Walks and Ramps (Complete)		LS	1		
Concrete Flumes		EA	3		
Retaining Block Wall (Complete)		LS	1		
Site Furnishings - installed		LS	1		
Bermuda Hydroseed - repairs		ALLOW	1		
Texas Native Bermuda (SOD)		ALLOW	1		
Project Total					

(Total Base Bid Price in words)

Deduct-Alternate Items	Size	Unit	Qty	Unit Cost	Total Deduct Cost
Decomposed Granite Trail width to 6'		LS			
Add-Alternate Items	Size	Unit	Qty	Unit Cost	Total Add Cost
Solar Light Poles (Complete)		EA	8		

I, Marshall Davis, certify this bid. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

2-22-21

Date

Marshall Davis

Signature

MARSHALL DAVIS

Name (please print)

General Petro Chem Industrial Inc.

Company

mdavis@generalpetrochem.com

Email

281-482-4694

Phone Number

Addendum Acknowledgement.

Please indicate that you received the addenda by signing your name along with the date received.

Addendum #	Date	Signature
#1	2-22-21	<u>Marshall Davis</u>
#2	2-22-21	<u>Marshall Davis</u>
#3	2-24-21	<u>Marshall Davis</u>
#4	3-3-21	<u>Marshall Davis</u>
#4R	3-3-21	<u>Marshall Davis</u>

**ADDENDUM NO. 2**  
TO  
**THE PROPOSAL/TECHNICAL SPECIFICATIONS**  
FOR  
**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**  
CITY OF DEER PARK  
710 E. SAN AUGUSTINE  
DEER PARK, TX 77536

Wednesday, February 10, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

**Remove:**

Remove the existing proposal from the contract manual

**Replace:**

Replace existing proposal with the revised proposal, dated 02/10/2021

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**



**ADDENDUM NO. 3**  
TO  
**THE PROPOSAL/TECHNICAL SPECIFICATIONS**  
FOR  
**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**

CITY OF DEER PARK  
710 E. SAN AUGUSTINE  
DEER PARK, TX 77536

Tuesday, February 24, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

**Response to Question #6:** Please provide a specification for the alternate Solar Light Poles  
**The Technical Specifications for the Alternate solar light is to be found in the plans on sheet LS1.04/A1,A2**

**Response to Question #7:** Is 87,000 LF of edging correct?

**Remove:**

Remove the 87,000 linear feet of steel edging.

**Replace:**

Replace with 10,125 linear feet of steel edging. It will be on both sides of the path everywhere except the 145' that is in the Centerpoint Easement, and anywhere there is retaining wall.

**Response to Question #8:** Please provide transition details for section C4 on drawing LS1.05. This detail refers to Detail A3 of the same drawing.

Detail C4 is the transition detail from the new Decomposed granite trail to the existing concrete walks. Referenced detail LS1.04/A1,A3 refers to the light pole alternate on sheet LS1.04.

**Clarification:** Reference LS1.04/A1,A3 should read LS1.04/A1,A2

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**

**ADDENDUM NO. 4**  
TO  
**THE PROPOSAL/TECHNICAL SPECIFICATIONS**  
FOR  
**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**

CITY OF DEER PARK  
710 E. SAN AUGUSTINE  
DEER PARK, TX 77536

Wednesday, March 3, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

**Clarification:**

The blocks for the retaining wall are to be Keystone Verrazo with cap, or approved equal.

**Keystone**



Verrazo Stone

**Clarification:**

The steel landscape edging shall be 3/6" thick.

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**

**ADDENDUM NO. 4**  
TO  
**THE PROPOSAL/TECHNICAL SPECIFICATIONS**  
FOR  
**CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1**  
CITY OF DEER PARK  
710 E. SAN AUGUSTINE  
DEER PARK, TX 77536

Wednesday, March 3, 2021

Job No. 3790-19

**NOTICE TO BIDDERS:**

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

**Clarification:**

The blocks for the retaining wall are to be Keystone Verrazo with cap, or approved equal.

**Keystone**



Verrazo Stone

**Clarification:**

The steel landscape edging shall be 3/16" thick.

**Acknowledgement:**

**Receipt of this Addendum must be acknowledged on your proposal**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

**In accordance with H.B. 914 the City of Deer Park is required to file the enclosed form (CIQ), Conflict of Interest Questionnaire with the City Secretary's office with any vendor that the City will contract with for purchases and services of any kind.**

**In order to comply with this State Requirement the City is requesting that your company as a potential contracted vendor with the City of Deer Park complete this form and submit it with your bid documents. This form will be considered part of the bid package. Failure to complete and submit this form with your bid could delay the award of your bid should you meet all other requirements.**

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

N/A

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

**7**

  
Signature of vendor doing business with the governmental entity

03/17/2021  
Date

# H.B. 1295

## Certificate of Interested Parties

### Procedure

***The Texas Ethics Commission states:***

"In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016."

***The key issue is that the disclosure form must be submitted by the business entity before the signed contract is***

***submitted in order for the contract to be valid.*** The Texas Ethics Commission requires each contract covered by law to have an ID # generated by the City in order to track the contract. Once the City generates an ID # this will be given to the business entity to file with the Ethics Commission.

#### **WHO IS REQUIRED TO FILE FORM 1295?**

Any vendor or business entity that falls into one of these categories must file FORM 1295 with the Texas Ethics Commission.

- A) On projects over \$50,000: Once the lowest bidder has been determined the City will provide them with a project identification number to be submitted on Form 1295. The procedure, listed below, must be completed before Council approves the contract/agreement.
- B) All purchases requiring Council approval: Vendor will be required to submit Form 1295 following the procedure below.

#### **FORM 1295 PROCEDURE**

1. Business entities must log on to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us> on the left hand side of the screen choose "File Reports Electronically", then choose "Form 1295 Certificates of Interested Parties Filing".
2. Once the business entity generates the Disclosure Form on the Texas Ethics Commission website, the business entity will print the Form and Certification of Filing. The authorized agent of the vendor must sign the printed copy of the form and have the signature notarized.
3. The signed and notarized Form 1295 must be submitted to the City prior to the City Council meeting, at which time the contract or agreement will be considered for approval. The City must acknowledge the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission website within 7 days.



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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

**OFFICE USE ONLY**

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

General Petro Chem Industrial, Inc. Pearland, TX, USA

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

City of Deer Park

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

3790-19, City of Deer Park Hike & Bike Trails Phase 1

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

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

AFFIX NOTARY SEAL / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Marshall Davis*

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Marshall Davis, this the 17 day of March, 2021, to certify which, witness my hand and seal of office.

*Michelle L. Ortiz*  
Signature of officer administering oath

Michelle L. Ortiz  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



## STATEMENT OF BIDDERS QUALIFICATIONS

Submitted to City of Deer Park

By General Petro Chem Industrial, Inc. (Contractor)

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 5/26/1996

2. How many years experience in this type of construction work has your organization had:

(a) as a general contractor? Over 40

(b) as a sub-contractor? Over 40

3. What are some of the similar projects your firm has completed? (list: a) contract amount b) class of work c) date completed d) name, address and phone number of Owner)

\*\*See attached\*\*

4. Have you ever failed to complete any work awarded to you?

No

If so, where and why? N/A

## SIMILAR PROJECTS 2021

CLIENT NAME	LOCATION	CONTRACT AMT	TYPE OF WORK	Client Contact
Burrow Global	2410 E. Pasadena Fwy., Pasadena, TX 77506	\$ 255,956.00	Install Foundations and Structural Steel	Michael Wilkerson
Texas Molecular	2525 Indp. Pkwy S., Deer Park, TX 77536	\$ 22,338.00	Install New ADA Ramp, Walkway, & Steps	Brett Moreau
Texas Molecular	2525 Indp. Pkwy S., Deer Park, TX 77536	\$ 102,258.00	Concrete Foundations	Brett Moreau

5. In what manner have you inspected this proposed work? Explain in detail.

Google Earth - Review plans and pictures. Have bid on this type  
of work for the City of Pearland as well.

6. Explain your plan or layout for performing the proposed work, by separate sketches if necessary.

Mobilization, survey, clear and grub, inspect ground - proff roll.  
Installation of edging - granite trail complete - SWPP with signs,  
concrete form / pour - install all fixtures and hydro mulch -  
sop - clean areas - inspections.

7. The work, if awarded to you, will have the personal supervision of whom?

(a) For administrative management? Marshall Davis / Michelle Ortiz

(b) For resident construction superintendence? Ricardo Ramos and Jose Rodriguez

- (c) What experience has your superintendent had in the type work proposed?

35 plus years with company in construction

8. What portions of the work do you intend to sublet and to whom?

SWPP Hydroselding & paint - Storm H2O Solutions

Hauling - T.B.D.

9. What equipment do you own that is available for the proposed work?  
(list: a) quantity b) items c) description, size, capacity, etc. d) condition e) years of service  
f) present location)

Skid Steer, Pickup Trucks, Trailers, Survey Equipment, Small Tools,  
Mixers, all in good condition.

10. Have you received firm offers for all major items of equipment within prices used in  
preparing your proposal?

Yes

11. List the construction projects your organization has under way on this date: [indicate a)  
contract amount b) class of work c) percent completed d) name and address of owner or  
contracting officer]

T&M - Odfjell Terminals Houston, Maintenance, Civil, Mechanical,  
and Commercial.

T&M The Lubrizol Corporation, Maintenance, Civil, Mechanical, and  
Commercial.

Novvi, Storm Water Pipe Repairs including excavation.

\*\*Please see attached for details\*\*

Date: 3/17/2021

By:

  
Officer

CLIENT NAME	ADDRESS	CONTACT NAME	SERVICES PROVIDED
The Lubrizol Corporation	41 Tidal Rd, Deer Park, TX 77536	John Harris, john.harris@lubrizol.com	Civil, Mechanical, Commercial
Odfjell Terminals (Houston)	12211 Port Rd, Seabrook, TX 77586	Mindy Martinez, Mindy.Martinez@odfjell.com	Civil, Mechanical, Maintenance
Nustar Logistics	7220 JW Peavy Dr, Houston, TX 77011	Rene Correa, rene.correa@nustarenergy.com	Civil, Commerical, Mechanical
Haldor Topsoe	10010 Bayport Blvd., Pasadena, TX 77507	Klaus Larsen, ms_kl@topsoe.com	Civil, Commercial
Texas Molecular	2525 Indep. Pkwy S., Deer Park, TX 77536	Brett Moreau, bmoreau@texasmolecular.com	Civil, Mechanical, Commercial
Novvi	2525 Indep. Pkwy S., Deer Park, TX 77536	Shane Reilly, reilly@novvi.com	Fire Water Repairs

## MAJOR PROJECTS AS OF MARCH 17, 2021

CLIENT NAME	LOCATION	CONTRACT AMOUNT	TYPE OF WORK	% COMPLETE
The Lubrizol Corporation	41 Tidal Rd, Deer Park, TX 77536	\$ 600,000.00	T&M	
Odfjell Terminals (Houston)	12211 Port Rd, Seabrook, TX 77586	\$ 650,000.00	T&M	
Texas Molecular	2525 Independence Pkwy S., Deer Park, TX 77536	\$ 367,912.00	Lump Sum	4.23%