DM/bh
01-10-08
[7]

AN ORDINANCE 2008-01-10-0002

APPROVING A TOTAL PROJECT AMOUNT OF $90,000.00, TO INCLUDE AWARDING A $76,754.45 CONSTRUCTION CONTRACT WITH BOSQUEZ ELECTRIC, LLC, FOR THE CONSTRUCTION OF TRAIL SAFETY LIGHTING, INCLUDING TRENCHING AND INSTALLATION OF ELECTRICAL WIRE, LIGHT POLES, LIGHT FIXTURES, ELECTRICAL PANEL, AND NEW CPS ELECTRICAL SERVICE IN CONNECTION WITH THE SEELING PARK LIGHTING IMPROVEMENTS PROJECT, AN AUTHORIZED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECT IN DISTRICT 7; AND APPROPRIATING FUNDS.

* * * * *

WHEREAS, the City Council has approved the Seeling Park Lighting Improvements Project (the "Project"), located in District 7 as part of the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Project consists of the construction of trail safety lighting, including trenching and installation of electrical wire, light poles, light fixtures, electrical panel, and new City Public Service (CPS) electrical service; and

WHEREAS, in order to commence performance of such work, it is necessary to accept the low, qualified bid of Bosquez Electric, LLC; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The low, qualified bid of Bosquez Electric, LLC in the amount of $76,754.45 for the performance of the above described work in connection with the Seeling Park Lighting Improvements Project (the "Project") is hereby accepted. All other bids received on this Project are rejected upon the occurrence of either the execution of a contract by the low, qualified bidder and deposit of all required bonds and insurance certificates, or the expiration of sixty (60) days from the effective date of this Ordinance, whichever occurs first. A copy of the formal invitation for bids and contract is affixed hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The amount of $90,000.00 is appropriated in Fund Number 28031000, CDBG-31st Year, Internal Order Number 131000001483, GL Account # 6102100 – Interfund Transfer Out, entitled "Transfer to 26-00538-90-01." The amount of $90,000.00 is authorized to be transferred to Fund Number 46098000.

SECTION 3. The budget in Fund Number 46098000, Project Definition 26-00538, Seeling Park Lighting Improvements, shall be revised by increasing WBS Element Number 26-00538-90-01, entitled "Trf Fr I/O# 131000001483," GL Account # 6101100 – Interfund Transfer In, by the amount of $90,000.00.

SECTION 4. The amount of $76,754.45 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00538, Seeling Park Lighting Improvements, WBS Element Number 26-00538-05-02-01, entitled "City Construction," GL Account # 5201140, and is authorized to be encumbered and made payable to Bosquez Electric, LLC, for Construction Services.

SECTION 5. The amount of $7,987.55 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00538, Seeling Park Lighting Improvements, WBS Element Number 26-00538-05-03, entitled "Construction Contingency," GL Account # 5201140, and is authorized to be encumbered and made payable for Construction Contingency.

SECTION 6. The amount of $2,500.00 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00538, Seeling Park Lighting Improvements, WBS Element 26-00538-05-01, entitled "Advertise / Printing," GL Account # 5201040, and is authorized to be encumbered and made payable for Bid Advertising and Printing.

SECTION 7. The amount of $2,758.00 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00538, Seeling Park Lighting Improvements, WBS Element Number 26-00538-01-03, entitled "Consultant Contract Fees," GL Account # 5201040, and is authorized to be encumbered and made payable for Design Fees.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This Ordinance shall become effective on and after the 20th day of January, 2008.

PASSED AND APPROVED this 10th **day of** January**, 2008.**

MAYOR

PHIL HARDBERGER

ATTEST: Leticia M. Vacek
City Clerk

APPROVED AS TO FORM: Hollis Young
for City Attorney

Agenda Item:	7
Date:	01/10/2008
Time:	09:24:50 AM
Vote Type:	Motion to Approve
Description:	An Ordinance awarding a construction contract in the amount of $76,754.45 to Bosquez Electric, LLC in connection with the Seeling Park Lighting Improvements Project located in City Council District 7; appropriating funds and providing for payment. [Frances A Gonzalez, Assistant City Manager, Malcolm Matthews, Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Roland Gutierrez	District 3	x					
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x			x	
Kevin A. Wolff	District 9	x					
John G. Clamp	District 10		x				

Site Map

Seeling

City of San Antonio
Parks and Recreation Department

Site Map
Seeling

City of San Antonio
Parks & Recreation Department

CITY OF SAN ANTONIO

Issued By: DEPARTMENT of Parks & Recreation **Date Issued: October 8, 2007**
ID NO.: IFB 26-00538-01 **Page 1 of 1**

FORMAL INVITATION FOR BIDS (IFB) and CONTRACT
SEELING PARK LIGHTING - PROJECT NO. 26-00538

Sealed bids in duplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall 100 Military Plaza, 2nd floor until **1:00 p.m.** local time on **Wednesday, November 21, 2007** This is the *solicitation deadline*. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder.
A Non Mandatory pre-submittal conference will be held at 105 Placid Dr. Seeling Park Lighting on Tuesday, October 23, 2007 at 10.30 am.

TABLE A - This invitation includes the following Contract Documents:

010 Invitation for Bids and Contract Signature Page
020 Bid Form
030 Contractor's Qualifications Statement *
040 Standard Instructions to Respondents*
050 Small Business/Economic Development Advocacy (SBEDA) Guidelines*
051 List of Subcontractors (required for contracts below $200,000)*
052 Good Faith Effort Plan (required for contracts $200,000 or above)*
053 Letter of Intent*
054 Change of Subs Form*
Plans, Specifications, Special Conditions
060 Supplemental Conditions*
075 Performance Bond*
076 Payment Bond*
085 General Conditions (Heavy/Hwy)*
091 HUD Supplemental Conditions

Plans, Specifications and Special Conditions may be purchased at a cost of $25.00 per set (tax included) from the office of Plans & Records located at 114 W. Commerce St., Municipal Plaza Bldg. 9th floor, or phone at 210-207-8035. No refund will be made for plan sets that are returned. Addenda will be posted on the web at www.sanantonio.gov/rfp along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the office of Plans & Records. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and signed) constitute the required information to be submitted as a part of the bid proposal clearly marked on the outside of the sealed envelope with the due date of bid, bidder name, Project Name and ID NO as follows·

1) 010 Invitation for Bids
2) 020 Bid Form and unit prices
3) 030 Contractor's Qualifications Statement
4) Bid bond or cashiers check
5) 042 List of Subcontractors/Suppliers (For projects less than $200,000), or
6) 041 Good Faith Effort Plan (For projects $200,000 and over)
7) 043 Letter of Intent

It is understood and agreed that the work is to be completed in full on or before 75 calendar days This project does not include hazardous environmental work. This project requires 1 project sign(s).

This is a Capital Improvements Management Services Contract and chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof The Wage Decision Number TX070043 effective 02/09/07 TX43 shall be used on this contract.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with Contract Documents for the amount(s) shown on the accompanying bid sheet(s). The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the City. The undersigned certifies all prices contained in this bid have been carefully checked and are submitted as correct and final. The Bidder by submitting this bid and signing below, acknowledges that he/she has read the entire Bid and Contract document and agrees to be bound by the terms therein, has received all Addenda, and agrees to the terms, conditions, and requirements of the bidder's bid proposal and all documents listed in TABLE A above that forms the entire Contract upon approval by the City Council.

Official Name of Company (legal): Bosquez Electric LLC

Signature of Person Authorized to Sign Bid/Contract — Signer's Name: Gregory H. Galloway II (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: SEELING PARK LIGHTING – PROJECT NO. 26-00538
ID NO.: IFB 26-00538-01

020

BID FORM

Budget for this contract is $

I. BASE BID

Amount of Base Bid (Insert Amount in Words and Numbers):
Seventy Six Thousand Seven hundred Fifty Four and Forty Five cents $ 76,754.45

II. Alternates

Amount of each Alternates (if applicable) insert in Numbers: **N/A**

1 DATABASE POPULATE THIS FROM BID TAB WORKSHEET

2 DATABASE POPULATE THIS FROM BID TAB WORKSHEET

III. Unit Prices

Bidders shall submit unit pricing in any typewritten form, including, but not limited to an original computer printout sheet. All unit pricing documents should bear certification by and signature of the bidding firm and shall be attached immediately following this sheet.

Bosquez Electric LLC	(210) 733-4345
Official Name of Company (legal)	Telephone No.
124 Lombrano Street	(210) 733-4346
Address	Fax No.
San Antonio, TX 78207	ggallokay@HBosquez.com
City, State and Zip Code	E-mail Address

Bosquez Electric & Communications, LLC.
124 Lombrano Street
San Antonio, Texas 78207-1832
(210) 733-4345
DBE, HUB, HUB ZONE & 8A Govt Certified Contractor
Contractor # 20861, License # 79478

November 20, 2007

To: City of San Antonio
City Clerk's Office
San Antonio, Texas 78207
Attn: Jamaal Moreno, Project Coordinator

Subject: Seeling Park Lighting Project # 26-00538, Bosquez Electric LLC Quote

Greetings,

On behalf of the Management Team here at Bosquez Electric LLC, we are pleased to submit the following quote for your upcoming Seeling Park Lighting Improvement Project. Bosquez Electric LLC will provide all Labor, Materials and Equipment to complete your project request.

Lump Sum Pricing; per invitation for bids Seeling Park Lighting Project # 26-00538

Project Total: $ 76,754.45

Should you or any member of your staff have any further questions or concerns they may be directed to myself or any senior staff member of Bosquez Electric LLC. We sincerely appreciate this opportunity and look forward to servicing this and several other requests here in the near future!

Best Regards,

Gregory H. Galloway II
Bosquez Electric & Communications, LLC.
Business Services Manager/Contracts Administrator
ggalloway@hbosquez.com
(210) 733-4345 Ext 206

Section 030
CONTRACTOR'S QUALIFICATION STATEMENT

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1 2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: Bosquez Electric LLC, Henry Bosquez
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 124 Lombrano Street

City: San Antonio State: TX Zip Code: 78207

Telephone No. (210) 733-4345 Fax No: (210) 733-4346

e-mail address: HBosquez@HBosquez.com

List here, any other names under which Respondent has operated within the last 10 years. (add space as needed)

N/A

1.2 **Business Structure:** Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
☐ Partnership
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
☒ Other If checked, list business structure: LLC

1.3 **Ownership:** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☒

1.4 Is Respondent authorized and/or licensed to do business in Texas?

Yes ☒ No ☐ If "Yes", list authorizations/licenses.

Master Electrician (# 79478) Electrical Contractor (# 20861)

1.5 Where is the Respondent's corporate headquarters located? San Antonio

1.6 **Local Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ☒ No ☐ If "Yes", respond to **a.** and **b.** below:

a. How long has the Respondent conducted business from its San Antonio office?

Years 10 Months _____

b. State the number of full-time employees at the San Antonio office. 12

1.7 **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

Yes ☒ No ☐ N/A If "Yes", respond to **a.** and **b.** below:

a. How long has the Respondent conducted business from its Bexar County office?

Years 10 Months_____

b. State the number of full-time employees at the Bexar County office. 12

1.8 **Organizational Chart:** Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles, identify as Attachment 1.8.

1.9 **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☒ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

_____

_____

1.10 **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☒ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

_____

_____

1.11 **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☒ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

1.12 **LITIGATION DISCLOSURE - Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.**

A. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☒

B. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity? Yes ☐ No ☒

C. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years? Yes ☐ No ☒

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page and submitted with your bid/proposal as Attachment 1.12.

2. EXPERIENCE

2.1 How many years has your current organization been doing business as a construction general contractor? 10 years.

2.2 How many years have you been doing construction-contracting work under previous business name(s)? 30 years. (Personal)

2.3 Type of work provided by your firm directly or through subcontractors with your firm acting as prime (mark wth an "X" all that apply):

	CSI Division	X		Division	X
1	General Requirements	X		Excavation	X
2	Existing site conditions	X		Underground drain	
3	Concrete	X		Concrete flat work	X
4	Masonry	X		Asphalt Road Work	
5	Metals	X		Sanitary Sewer	
6	Wood, plastic, & composite	X		Water system	
7	Thermal & moisture protect	X		Gas Line	
8	Openings(windows/doors)	X		Underground Electric	X
9	Finishes	X		Bridges	
10	Specialties	X			
11	Equipment	X		**List Others Below**	
12	Furnishings	X			
13	Special construction	X			
14	Conveying Equipment				
22	Plumbing				
23	HVAC	X			
26	Electrical	X			
28	Electronic Safety/security	X			
31	Earthwork	X			
32	Exterior Improvements	X			
33	Utilities	X			

See Construction Specification Institute (CSI) Division Library for full explanation of Divisions.

2.4 **STATEMENT ON PRESIDENT'S EXECUTIVE ORDERS**

Has your firm previously performed work subject to the President's Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)? Yes ☒ No ☐

Contractors/Consultants/Vendors on work paid by federal funds will be required to comply with the president's executive order no. 11246, "Equal Employment Opportunity," as amended by executive order no. 11375, "amending executive order 11246 relating to equal employment opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department Of Labor.

2.5 **Equipment & Facilities:** List any special equipment or facilities available to do the required work accurately and expeditiously.

2.6 Complete attachment 2.6 entitled **RELEVANT EXPERIENCE LIST** (You may add lines to this form and provide explanations, as necessary)

2.7 SITE SUPERINTENDENT:

2.7.1 Name of the proposed **site superintendent:** Jose Ruvalcaba

2.7.2 Number of years of superintendent experience (including previous employment) 15

2.7.3 Number of years employed with this organization

2.7.4 Names of similar projects of this organization where employed as superintendent and name of owner (add space as necessary) List no more than 5 relevant projects.

Tx DOT - Mansach, Goliad, Stahl Rd Projects
Randolph AFB Giant Voice Toilet Prj, Ft Sam Houston
Radiation Monitor Install

2.8.1 **PROJECT MANAGER:**

2.8.2 Name of the proposed **project manager** Juan Ochoa

2.8.3 Number of years of project management experience (including previous employment) 34

2.8.4 Number of years employed with this organization 2

2.8.5 Names of similar projects of this organization where employed as project manager and name of owner (add space as necessary) List no more than 5 relevant projects.

Tx DOT - Mansach, Goliad, Stahl Rd Projects
Randolph AFB Giant Voice Toilet Prj, Ft Sam Houston
Radiation Monitor Install

2.9 **LETTERS OF REFERENCE** may be included as attachment 2.12. Letters of reference should be relevant to this project. Letters of reference are optional.

3. FINANCIAL

3.1 Please indicate the current limit of your BONDING CAPACITY: 1,000,000.00. **This limit indication reduces your risk of forfeiting a bid bond.** Properly informing the CITY of your current capacity for

BONDED work allows the determination of awards in cases where a CONTRACTOR has the low bids for multiple projects and that total amount exceeds the capacity for bonding. If this section is left blank, CONTRACTOR agrees to be fully responsible for all active bid submissions to the limit of their respective bid bonds.

3.2 How much work is your firm currently contracted to provide? I.E. current total amount of work in dollars from all sources.

$ 697,000.00 +

051

LIST OF SUBCONTRACTORS/SUPPLIERS

(FOR CONTRACTS LESS THAN $200,000)

The Bidder/Proposer, Bosquez Electric LLC, as part of the procedure for the submission of bid/proposals on a project known as Seeling Park Lighting #26-00538, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	HUE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT
N/A			
Bosquez Electric			
Only			

The following section is to be completed if the contract (Project) is for less than $200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION
N/A			
Bosquez Electric			
Only			

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: Gregory H Galloway II Business Services Mgr/ Contracts Administrator

SIGNATURE: [signature] DATE: 11/15/2007

052

GOOD FAITH EFFORT PLAN

(FOR CONTRACTS $200,000 OR GREATER)

NAME OF PROJECT: Seeling Park lighting # 26-00538

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: Bosquez Electric LLC

Address: 124 Lombrano Street

City: San Antonio State: TX Zip Code: 78207

Telephone: (210) 733-4345 E-mail Address: ggalloway@HBosquez.com

Is your firm certified? X Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBE-WBE-AABE-SBE. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER
"Supplier" Rexel: 318 W Josephine SA, TX 78212	N/A	5%	
"Supplier" Lone Star Prestress Mfg 9316 Reid Lake, Houston, TX 77064	N/A	5%	
"Supplier" Hertz Equipment Rental Wurzbach, SA, TX	N/A	5%	

Good Faith Effort Plan revised 12-3-04

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must

submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

Bosquez Electric LLC "only"
207032576

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

Bosquez Electric LLC "only"
207032576

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

N/A

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

N/A

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

N/A

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

N/A

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

N/A

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

Mr Henry Bosquez
(210) 559-7774

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

Business Services MGR/Contracts Administrator
TITLE OF OFFICIAL

11/15/2007 (210) 733-4345 EXT 206
DATE PHONE

****

FOR CITY USE

Plan Reviewed By:_____

CITY OF SAN ANTONIO

LETTER OF INTENT FOR CONTRACTS

UTILIZING SMALL BUSINESS CONTRACTING GOALS

NAME OF PROJECT: Seeling Park Lighting # 26-00538

Name of bidder's/proposer's firm: Bosquez Electric LLC

Address: 124 Lombrano Street

City: SA State: TX Zip: 78207

♦♦

Name of Subcontractor/Supplier: N/A

Address:

City: State: Zip:

Telephone: Contact Person:

Is the above firm Certified: Yes ☐ No ☐

If certified, Certification No:

If firm is certified, please attach a copy of the Certification Certificate with this form.

Description of work to be performed by firm:

The bidder/proposer is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is $.

Affirmation

The above named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ______________________________ ______________________
Signature of Firm's Representative Date

Title: ______________________________

Submit this page for each Subcontractor/Supplier to be utilized on this contract/project

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

_____

DIRECTOR OF ECONOMIC DEVELOPMENT

CITY OF SAN ANTONIO

LETTER OF INTENT FOR CONTRACTS UTILIZING SMALL BUSINESS CONTRACTING GOALS

NAME OF PROJECT: Seeling Park Lighting # 26-00538

Name of bidder's/proposer's firm: Bosquez Electric LLC

Address: 124 Lombrano Street

City: SA State: TX Zip: 78207

♦♦♦

Name of Subcontractor/Supplier: N/A

Address:

City: State: Zip:

Telephone: Contact Person:

Is the above firm Certified: Yes ☐ No ☐

If certified, Certification No:

If firm is certified, please attach a copy of the Certification Certificate with this form.

Description of work to be performed by firm:

The bidder/proposer is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is $.

Affirmation

The above named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ______________________________ ______________________________
Signature of Firm's Representative Date

Title: ______________________________ ______________________________

Submit this page for each Subcontractor/Supplier to be utilized on this contract/project

SCTRCA

Small, Disadvantaged, Minority, Women Business Enterprise (S/D/M/WBE) Program

Bosquez Electric L.L.C.

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified in the Texas Unified Certification Program, in accordance with 49 CFR Part 26 and SCTRCA Policies and Procedures, as a:

SBE MBE DBE

This Certification Certificate must be updated by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status, ownership, or control requirements and any material changes in the information provided in the submission of the business application for DBE certification.

CERTIFICATE EXPIRES: **03/31/08** CERTIFICATE NO. **207032576**

Certified in the following work categories:
North American Industry Classification System (NAICS) code(s):

238210 Electrical Contractors (pt)

Sheena D Suber
EXECUTIVE DIRECTOR

BOSQUEZ ELECTRIC LLC
124 Lombrano
San Antonio, Texas 78207
Phone# 733-4345 - FAX# 733-4346

E-mail: hbosquez@hbosquez.net

CONTACT PERSON: Mr Henry Bosquez

CAPABILITIES Bosquez Electric LLC is an 8(A) Certified Small Business, a Small Disadvantage Certified Business, and a HUB Certified Electrical Contractor that provides a broad range of electrical and general contracting throught the United States
Services incldue·

*Electrical Contracting
*Power and Communication Lines
*Highway, Street, and Bridge Construction
*Poured Concrete Foundation and Structured Contractor
* UPS Systems
* Airport Lighting
* Traffic Signals
* Shelter Installations
* Electrical Grounding

NAICS CODES
238210 – Electrical Contractors
237130 - Power and Communication Line and Related Structures
237310 – Highway, Street, and Bridge Construction
238110 – Poured Concrete Foundation and Structure Contractors
238120 – Structural Steel and Precast Concrete Contractor
238990 – All Other Specialty Trade Contractor

CCR AND DYNAMIC SMALL BUSINESS SEARCH

CAGE CODE 3BJN5

DUNS# 170237114

ACCEPT GOVERNMENT PURCHASE CARD

FEDERAL CERTIFICATIONS
SBA 8(A) Certified Contractor
Small Disadvantage Certified Contractor
HUB Certified Contractor

NON-FEDERAL CERTIFICATIONS
South Central Texas Regional Certification
State of Texas Historically Underutilized Business

BONDING LEVEL $ 2,000,000 Single Project
$ 5,000,000 Aggregate

PERFORMANCE HISTORY

FEDERAL

Name	12 CS/SCQX, RANDOLPH AFB, TX, ATI SYSTEMS (GEN CONT)
Contract	10173
Start	10/11/2006
End	05/15/2007
Value	$142,000 00
Contact	MR JOHN M DORNEY
Phone	617-872-2381

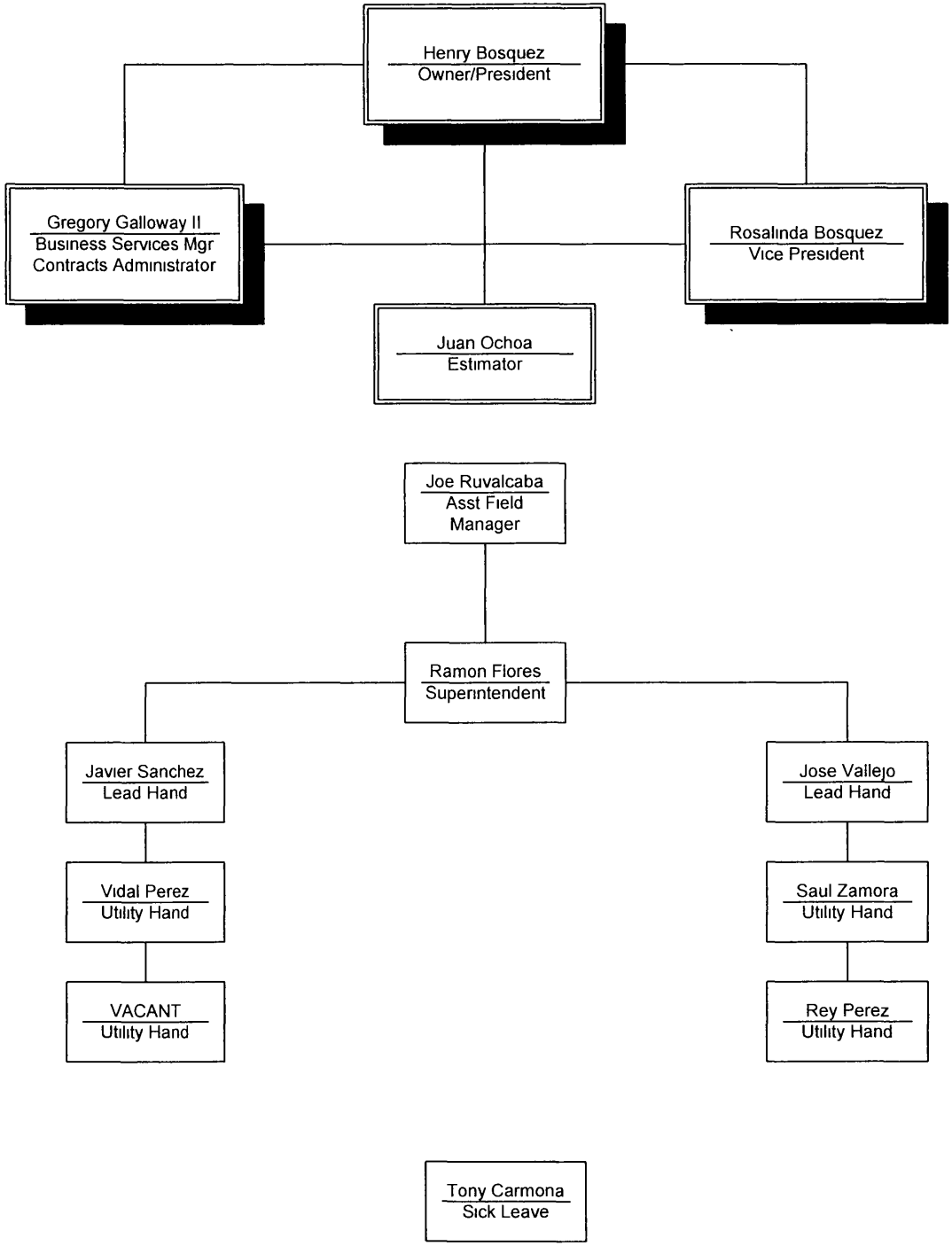
Name	SCALE HOUSE, FORT SAM HOUSTON, TX, U S ARMY CORS OF ENGINEERS
Contract	W912G06P0651
Start	12/01/2006
End	01/31/2007
Value	$23,900 00
Contact	AMY POWELL
Phone	817-866-1025

OTHER REFERENCES

Name	HARRIS CORPORATION - MICROWAVE COMMUNICATIONS DIVISION
Contract	Various
Start	05/01/2006
End	05/01/2009
Value	$5,000,000 00
Contact	MR MUSTAFA SENOL
Phone	210-561-6262

Name	VERIZON WIRELESS (NAT'L COMMUNICATION CELLULAR TOWERS)
Contract	Various
Start	05/01/2006
End	04/30/2009
Value	$2,000,000 00
Contact	MR BRIAN VISOSKY
Phone	210-871-6312

Name	TEXAS STERLING CONSTRUCTION INC (JOBSITE MARBACH RD)
Contract	0625000001
Start	02/26/2007
End	06/15/2007
Value	$132,682 50
Contact	Mr Clint Henson
Phone	210-340-2133


Henry Bosquez
Owner/President
Gregory Galloway II
Business Services Mgr
Contracts Administrator
Rosalinda Bosquez
Vice President
Juan Ochoa
Estimator
Joe Ruvalcaba
Asst Field
Manager
Ramon Flores
Superintendent
Javier Sanchez
Lead Hand
Vidal Perez
Utility Hand
VACANT
Utility Hand
Jose Vallejo
Lead Hand
Saul Zamora
Utility Hand
Rey Perez
Utility Hand
Tony Carmona
Sick Leave

Frank Denton
Chair

LuAnn Morgan
Vice Chair

Mike Arismendez
Lewis Benavides
Fred N. Moses
Lilian Norman-Keeney
Bill C. Pittman

Electrical Contractor

BOSQUEZ ELECTRIC LLC

License Number: 20861

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: NOVEMBER 24 2008

William H. Kuntz
Executive Director

STATE OF TEXAS
HENRY BOSQUEZ

MASTER ELECTRICIAN

LICENSE NUMBER 79478
EXPIRES 11/10/2008

TEXAS DEPARTMENT OF LICENSING AND REGULATION

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

William H. Kuntz, Jr.
Executive Director
Texas Department of Licensing and Regulation

www.license.state.tx.us

BOSQUEZ ELECTRIC & COMM LLC

PROJECT. SEELING PARK LIGHTING
PROJECT # 26-00538
CITY OF SAN ANTONIO
BID DATE. 11/7/2007

QTY	UNIT	ITEM DESCRIPTION	QUOTE
1	EA	200 AMP/ 2POLE-3WIRE/3R SW FUSE 125 A	
1	EA	HOFFMAN ENCLOSURE 60" X 60" FLOOR MOUNT	
1	EA	200 AMP. PNL. 200 MAIN BKR BOLT-IN	
6	EA	20 A-1P BKR BOLT-IN	
1	EA	20 A-2P BKR BOLT-IN	
10		S P. SPACES	
1	EA	100 A-2P BKR BOLT-IN	
1	EA	100 AMP PNL 100 MAIN BKR. BOLT-IN	
4	EA	20-2P BKR BOLT-IN	
10		S P. SPACES	
1	EA	100 AMP 2POLE LIGHTING CONTACTOR ELECTRICAL HELD	
2	EA	24-HOUR ELECTROMECH TIMERS 240 V 4 POLES N.O 40-AMP CONTACT	
19	EA	FLOODLIGHTS "GE" # DSMT40M3AIGFWTDBC-LVSDS-PTTA-R-D180 TENON ADAPTER TO HAVE SAME FINISH AS THE FLOODLIGHTS	
2000'	FT	1" PVC SCH-40	
60	EA	1" PVC 90° SH-40	
120	EA	1" PVC COUPLINGS	
260'	FT	2" PVC SCH 40	
6	EA	2" PVC FEMALE ADAPTER.	
40'	FT	2" IMC	
4	EA	2" RIGID 90° GALV	
1	EA	2" W/HEAD	
10'	FT	1-1/4" L/T FLEX.	
4	EA	1-1/4" L/T FLEX 90° CONN.	
4	EA	1-1/4" L/T FLEX STRIGHT CONN	
4500'	FT	# 8 THHN CU STR BK	
2500'	FT	# 10 THHN CU STR. GREEN	
600'	FT	# 2/0 THHN CU STR BK	
300'	FT	# 6 THHN CU STR BK	
500'	FT	# 10 THHN CU STR. BK	
12	EA	GROUND ROD 10'FT	

12	EA	GROUND ROD CLAMPS
40'	FT	3" RIGID GALV SCH 40 COND
20'	FT	1-1/2" KINDORF CHANNEL.
20	EA	3/8" SPRING NUTS
2000'	FT	ELECT. MAGNETIC WARNING TAPE

CITY OF SAN ANTONIO
DEPARTMENT OF PARKS & RECREATION

PROJECT NAME: Seeling Park Lighting Improvements

DATE: November 5, 2007

ADDENDUM NO: one (1)
This addendum shall be included in and be considered part of the plans and specifications for the above named project. The Contractor shall be required to sign an acknowledgment of the receipt of this addendum at the time he receives it.

ITEM NO. 1: On Form 010 Invitation For Bids, First Paragraph. Bid Opening Date is to be changed from **Wednesday, November 7, 2007** to **Wednesday, November 21, 2007.**

END OF ADDENDUM

ADDENDUM REVIEWED & APPROVED: 11/6/07
Park Design Superintendent Date

11/6/07

CITY OF SAN ANTONIO
DEPARTMENT OF PARKS & RECREATION

PROJECT NAME: Seeling Park Lighting Improvements

DATE: November 16, 2007

ADDENDUM NO: two (2)
This addendum shall be included in and be considered part of the plans and specifications for the above named project. The Contractor shall be required to sign an acknowledgment of the receipt of this addendum at the time he receives it.

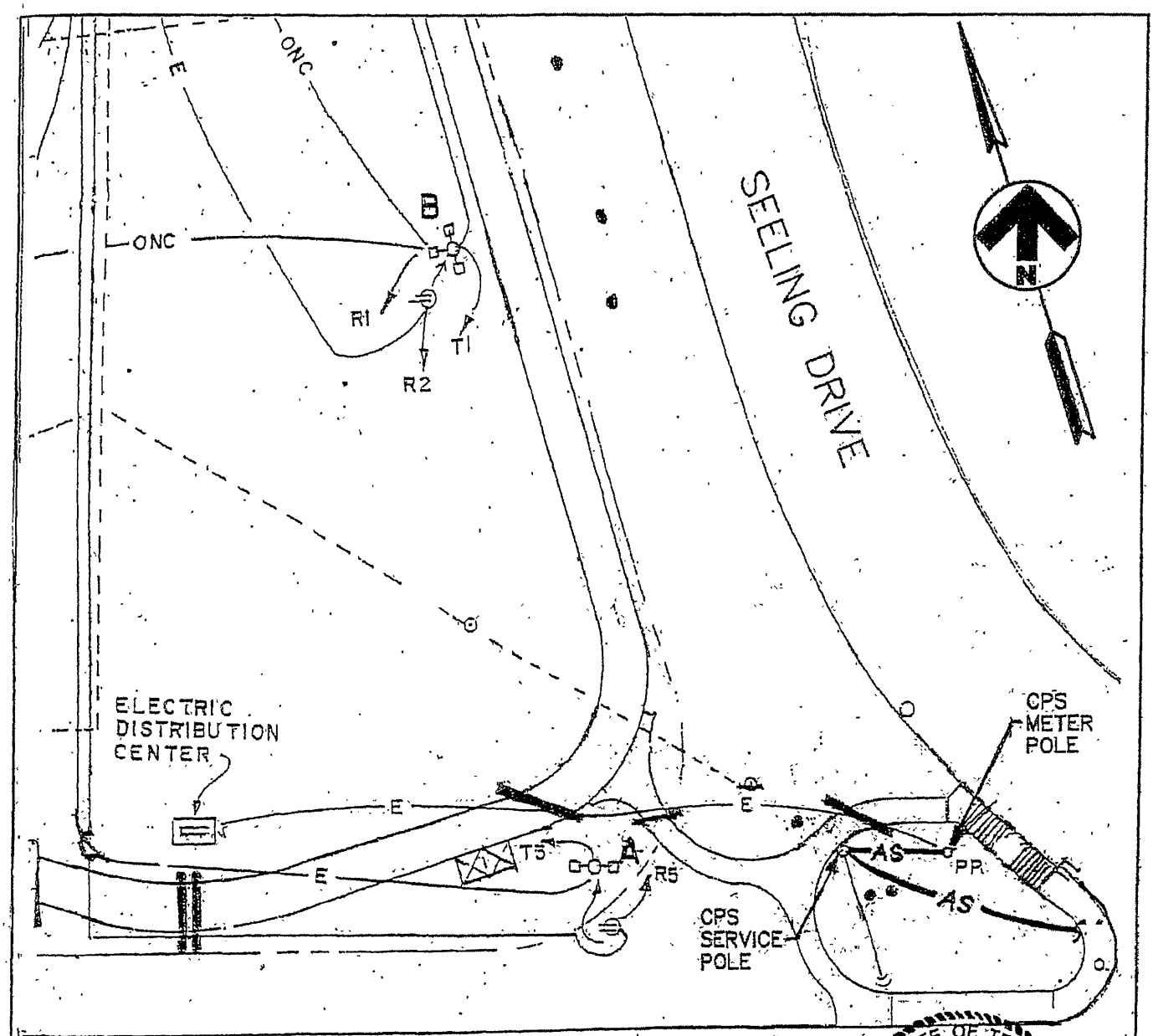
ITEM NO. 1: Changes and/or additions to Electrical Site Plan, CPS service drop detail, electrical load analysis, and panel detail, see all four sheets, attached.

ITEM NO. 2: Estimated CPS Energy Charges for service are approx. $1,650.00. Add an allowance for these CPS Charges of $1,650, this amount shall be included into contractor's lump sum bid.

END OF ADDENDUM

ADDENDUM REVIEWED & APPROVED: 11.16.07
Park Design Superintendent Date

11/17/07



STATE OF TEXAS
JESSE E. GONZALEZ
56124
REGISTERED
PROFESSIONAL ENGINEER
14 NOV 2007

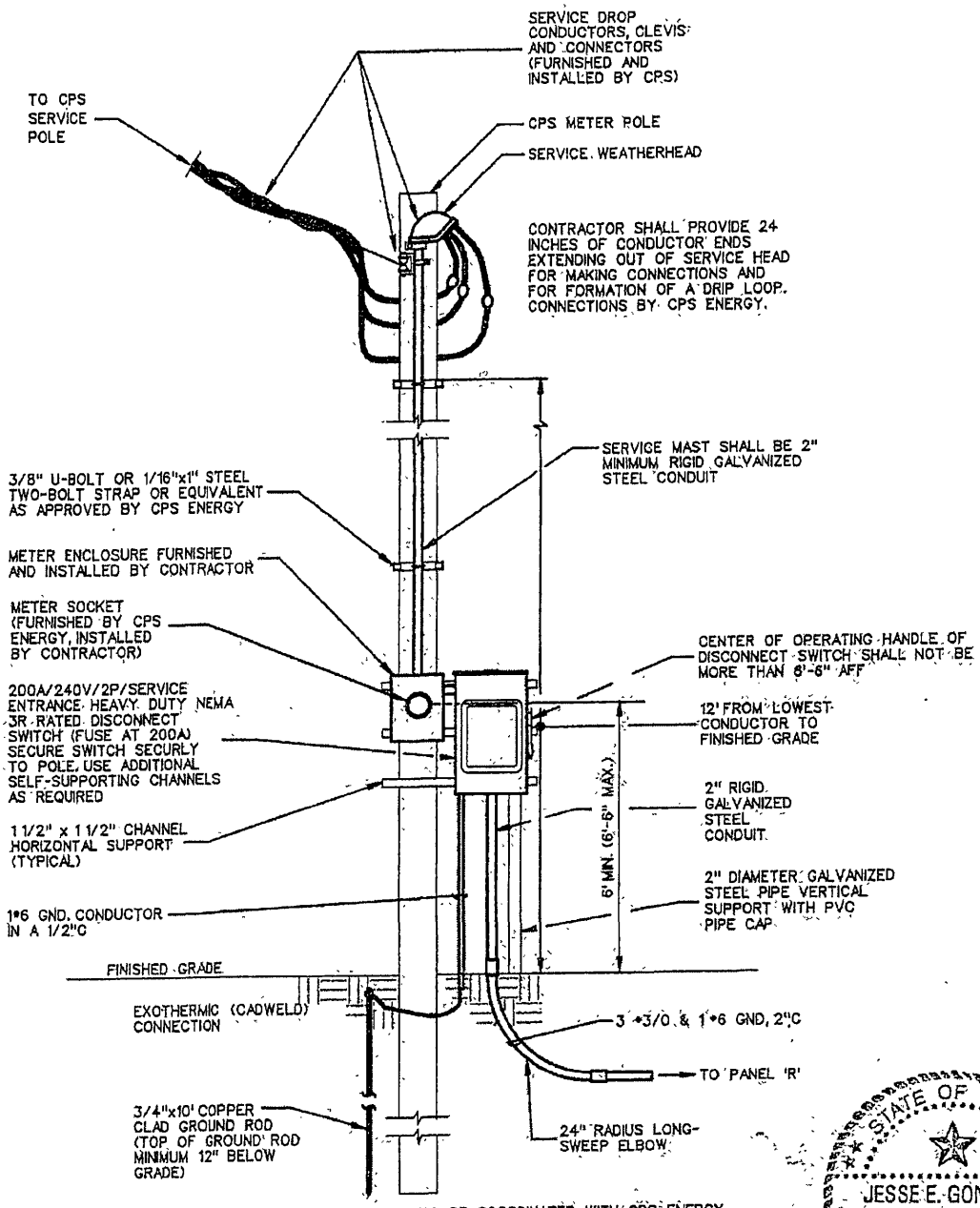
1
E1 | E1
ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

ADDENDUM NO. 2

JOSHUA ENGINEERING GROUP, INC.
2161 N.W. MILITARY HWY.
SUITE 103
SAN ANTONIO, TEXAS 78213
(210) 340-2322

SEELING PARK
LIGHTING PROJECT
CITY OF SAN ANTONIO, TEXAS
PARKS & RECREATION DEPARTMENT
PARK PROJECT SERVICES DIVISION

DATE:	NOV. 14, 2007
DRAWN BY:	MLP
CHECKED BY:	JEG, P.E.
SHEET	E1 OF 3



NOTE: THE ABOVE WORK SHALL BE COORDINATED WITH CPS ENERGY. (THE CPS ENERGY PLANNER IS MR. RICHARD RODRIQUEZ, 210-413-8772)

OVERHEAD SERVICE DROP (CPS ENERGY METER POLE) DETAIL

2 / E2 | E2

NOT TO SCALE

STATE OF TEXAS
JESSE E. GONZALEZ
56124
REGISTERED PROFESSIONAL ENGINEER
14 NOV 2007

ADDENDUM NO. 2

JOSHUA ENGINEERING GROUP, INC.
2161 N.W. MILITARY HWY. SUITE 103
SAN ANTONIO, TEXAS 78213
(210) 340-2322

SEELING PARK LIGHTING PROJECT

CITY OF SAN ANTONIO, TEXAS

PARKS & RECREATION DEPARTMENT

PARK PROJECT SERVICES DIVISION

DATE:	NOV. 14, 2007
DRAWN BY:	MLR
CHECKED BY:	JEG, P.E.
SHEET	E2 OF 3

ELECTRICAL LOAD ANALYSIS

1. SITE LIGHTING	
(5 TYPE 'A' FIXTURES AT 920 VA EACH)	4600 VA
(3 TYPE 'B' FIXTURES AT 1380 VA EACH)	4140 VA
2. GENERAL POWER	
(8 DUPLEX RECEPTACLES AT 180 VA EACH)	1440 VA
TOTAL	10,180 VA

10,180 VA AT 240V, 1 PHASE = 42.4 AMPS

A 200 AMP, 120/240 VOLT, 1 PHASE SERVICE WILL BE PROVIDED.

NOTE: THE HIGHER AMPACITY IS REQUIRED FOR SPECIAL EVENTS.

STATE OF TEXAS
JESSE E. GONZALEZ
56124
REGISTERED PROFESSIONAL ENGINEER

14 NOV 2007

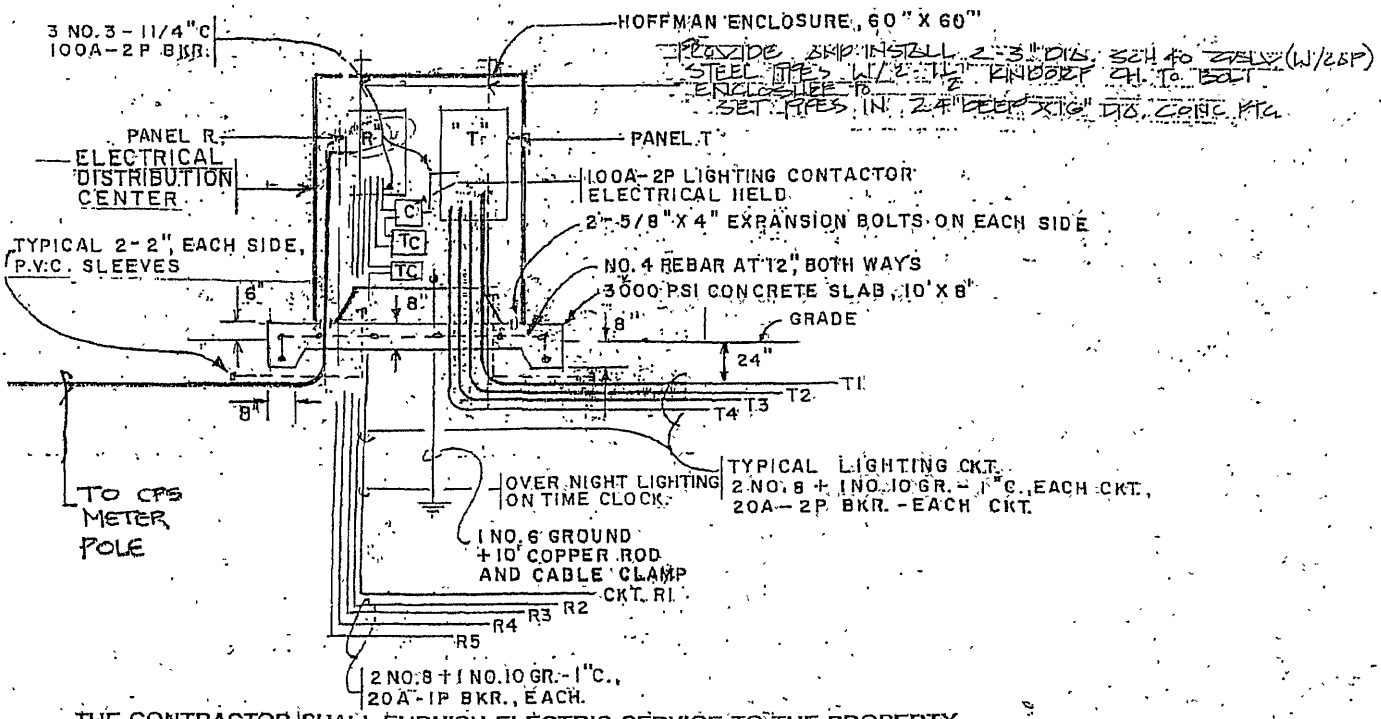
ADDENDUM NO. 2

JOSHUA ENGINEERING GROUP, INC.
2161 N.W. MILITARY HWY, SUITE 103
SAN ANTONIO, TEXAS 78213
(210) 340-2322

SEELING PARK LIGHTING PROJECT
CITY OF SAN ANTONIO, TEXAS
PARKS & RECREATION DEPARTMENT
PARK PROJECT SERVICES DIVISION

DATE:	NOV. 14, 2007
DRAWN BY:	MLP
CHECKED BY:	JEG, P.E.
SHEET	E3 OF 3

THIS DRAWING IS PER ORIGINAL DOCUMENTS, SHEET E-2 OF 2. IT IS PROVIDED FOR INFORMATIONAL PURPOSE ONLY



THE CONTRACTOR SHALL FURNISH ELECTRIC SERVICE TO THE PROPERTY. ELECTRICAL SUB CONTRACTOR WILL INCLUDE SUCH SERVICE CHARGES IN THEIR BID PROPOSAL.

ADDENDUM NO. 2

NOV. 14, 2007 SE-1

SEELING PARK LIGHTING mpp

ID	ⓘ	Resource Name	Type	Material Label	Initials	Group	Max. Units	Std. Rate
1	◇	JOE RUVALCABA	Work		J	LAB	100%	$42.62/hr
2	◇	RAMON FLORES	Work		R	LAB	100%	$42.62/hr
3		JUAN OCHOA	Work		J	PM	100%	$42.62/hr
4	◇	JOSE VALLEJO	Work		J	LAB	100%	$23.87/hr
5	◇	RAY PEREZ	Work		R	LAB	100%	$23.87/hr
6	◇	JAVIER SANCHEZ	Work		J	LAB	100%	$20.46/hr
7	◇	VIDAL PEREZ	Work		V	LAB	100%	$18.75/hr
8	◇	TRUCK	Work		T	EQ	100%	$15.00/hr
9	◇	MINIEXCAVATOR	Work		M	EQ	100%	$20.00/hr
10	◇	TRAILER	Work		T	EQ	100%	$2.00/hr
11	◇	BOBCAT	Work		B	EQ	100%	$20.00/hr
12	◇	BUCKET TRUCK	Work		B	EQ	100%	$60.00/hr
13	◇	COMPRESSOR	Work		C	EQ	100%	$10.00/hr
14		BACK-HOE	Work		B	EQ	100%	$20.00/hr
15		RIGGER	Work		R	EQ	100%	$200 00/hr

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents:
CITY OF SAN ANTONIO)

1. That we

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of $ for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _

_____ day of _____ A.D. 20_____.

By _____

_____
Surety

(SEAL)

By _____

_____
Address of Surety for Service Purposes

THIS ORIGINAL DOCUMENT HAS A LINEMARK IN THE PAPER - HOLD TO LIGHT TO VIEW. THE FACE OF THIS DOCUMENT HAS A BLUE CHECK BACKGROUND ON WHITE PAPER.

THE LAREDO NATIONAL BANK
SERVING TWO NATIONS SINCE 1892 MEMBER FDIC
P.O BOX 59 700 SAN BERNARDO LAREDO, TEXAS 78042
1149

REMITTER: Bosquez Electric LLC

OFFICIAL CHECK

22-1676/960

NO. 5055301891
DATE: 11/21/2007
TELLER: gosalas

Security features included Details on back

Void if over $3,837.72

AMOUNT
$3,837.72

PAY EXACTLY $3,837.72

Three Thousand Eight Hundred Thirty Seven Dollars and Seventy Two Cents

PAY TO THE ORDER OF **City of San Antonio Project#26-00538**

PRESENT FOR PAYMENT AT ISSUING BANK WITHIN 90 DAYS FROM DATE, VOIDABLE AT BANK'S OPTION THEREAFTER.

DRAWER: THE LAREDO NATIONAL BANK

Security Features Included. Details on Back.

ISSUED BY: MoneyGram Payment Systems, Inc.
P O BOX 9476 MINNEAPOLIS MN 55480
DRAWEE US BANK, ST. PAUL, MN

MP AUTHORIZED SIGNATURE

⑆096016765⑆00505 53018918⑈

THE LAREDO NATIONAL BANK
SERVING TWO NATIONS SINCE 1892 MEMBER FDIC
P O BOX 59 700 SAN BERNARDO LAREDO, TEXAS 78042

OFFICIAL CHECK

NO. 5055301891
DATE: 11/21/2007
TELLER: gosalas
OFFSET: 253202444

TO:
City of San Antonio
Project#26-00538

REMITTER:
Bosquez Electric LLC

FEE: 0.00
WAIVER: OFFICER OVERIDE
REMARKS:
Seeling Park Lightning

AMOUNT $3,837.72

NOT NEGOTIABLE

CUSTOMER RECEIPT

SUPPLEMENTAL CONDITIONS

1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled.

2. The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative.

3. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated in the Invitation for Bids or Invitation for Competitive Sealed Proposals, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

Amount of Contract			Liquidated Damages per Day
$ 1,000,001	or	Over	$ 700.00
$ 750,001	to	$1,000,000	$ 600.00
$ 500,001	to	$ 750,000	$ 500.00
$ 250,001	to	$ 500,000	$ 400.00
$ 100,001	to	$ 250,000	$ 300.00
$ 50,001	to	$ 100,000	$ 200.00
$ 1	to	$ 50,000	$ 100.00

3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum is listed in the Purchase Order.

4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with the General Conditions.

5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in the General Conditions

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

6. Contractor shall comply with Standard Specification 700 in its invoicing.

NOTICE TO GENERAL CONTRACTORS/SUBCONTRACTORS

The funds you receive for work for this project contract originally were provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Antonio to assist low- and moderate- income households in San Antonio. The City provides these funds to various qualified individuals, organizations and contractors to implement projects which have been approved by the San Antonio City Council.

The contract work you are performing is assisting the City of San Antonio to achieve the HUD national goal of assisting low- and moderate- income households. We need your help to learn more about the people who actually work on the projects. In fact, it is a requirement attached to the project contract funds that you are receiving.

A simple survey is attached that will provide the City of San Antonio with important information about the people who benefit from project funding—especially **the workers**.

As an owner of a business, please tell us how many of your newly hired employees for this contract are of low- and moderate- income. Here are the steps you need to follow to do this:

Complete the attached Economic Opportunities for Low and Very Low Income Persons in Connection with Federally Assisted Projects form. Basically, you are going to tell us:

(1) How many new people you hired for this contract;
(2) Of these newly hired people, how many are low- and moderate- income (your new hires will tell you this on the New Hire form that they must fill out);
(3) Total new hires' percentage of participation in this contract; and
(4) New hires' ethnicity (also provided by completion of the New Hire form).

Please report all activity occurring in conjunction with your contract during each quarter. Completed quarterly reports must be forwarded to the contact person listed below, with receipt due by:

Period Covered	**Receipt Due**
October through December	January 15
January through March	April 15
April through June	July 15
July through September	October 15

Thank you for your assistance. If you have questions concerning this form contact:

Name: Gwen McCarville
Department: Grants Monitoring & Admin.
Telephone: 207-5472
FAX: 886-0006

091 HUD Supplemental Special Conditions

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U S Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No 2529-0043
(exp 8/31/2007)

Hud Field Office

See page 2 for Public Reporting Burden statement

1 Recipient Name & Address (street, city, state, zip)	2 Federal Identification (contract/award no)	3 Dollar Amount of Award $
	4 Contact Person	5 Phone (Include area code)
	6 Reporting Period Oct 1, 2005 - Sept 30, 2006	7 Date Report Submitted
8 Program Code * 7 (Use a separate sheet for each program code)	9 Program Name	

Part I: Employment and Training (** Include New Hires in columns E & F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec 3 Residents	D % of Aggregrate Number of Staff Hours of New Hires that are Sec 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes Administered
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State
9 = Other CD Programs
10 = Other Housing Programs

form HUD 60002

(6/2001)
Ref 24 CFR 135

091 HUD Supplemental Special Conditions

Part II: Contracts Awarded

1 Construction Contracts

A Total dollar amount of all contracts awarded on the project	$
B Total dollar amount of contracts awarded to Section 3 businesses	$
C Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D Total number of Section 3 businesses receiving contracts	

2 Non-Construction Contracts

A Total dollar amount all non-construction contracts awarded on the project/activity	$
B Total dollar amount of non-construction contracts awarded to Section 3 businesses	$
C Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

_☐__ Attempted to recruit low-income residents through. local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

_☐__ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_☐__ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_☐__ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_☐__ Other, describe below

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, Searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u, mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs as directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135 The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable The reporting requirements do not contain sensitive questions Data is cumulative, personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968 The Section 3 regulations apply to any ***Public and Indian Housing programs*** that receive (1) development assistance pursuant to Section 5 of the U S Housing Act of 1937, (2) operating assistance pursuant to Section 9 of the U S Housing Act of 1937, or (3) modernization grants pursuant to Section 14 of the U S Housing Act of 1937 and to **recipients of housing and community development assistance in excess of $200,000** expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, or (3) other public construction projects, and to ***contracts and subcontracts in excess of $100,000*** awarded in connection with the Section-3-covered activity

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3 Part I relates to ***employment and training***, The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) Part II of the form relates to ***contracting***, and Part III summarizes recipients' ***efforts*** to comply with Section 3

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons * A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion ***Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.***

HUD Field Office Enter the Field Office name forwarding the Section 3 report

1 Recipient Enter the name and address of the recipient submitting this report
2 Federal Identification Enter the number that appears on the award form (with dashes) The award may be a grant, cooperative agreement or contract
3 Dollar Amount of Award Enter the dollar amount, rounded to the nearest dollar, received by the recipient
4 & 5 Contact Person/Phone Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3
6 Reporting Period Indicate the time period (months and year) this report covers
7 Date Report Submitted Enter the appropriate date
8 Program Code Enter the appropriate program code as listed at the bottom of the page
9 Program Name Enter the name of HUD Program corresponding with the "Program Code" in number 8

Part I: Employment and Training Opportunities

Column A· Contains various job categories Professionals are defined as people who have special knowledge of an occupation (i e supervisors, architects, surveyors, planners, and computer programmers) For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed The category of "Other" includes occupations such as service workers

Column B. Enter the number of new hires for each category of workers identified in **Column A** in connection with this award New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance

Column D· Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award Include staff hours for part-time and full-time positions

Column F: Enter the numbers of Section 3 residents that were employed and trained in connection with this award

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A Enter the total dollar amount of all contracts awarded on the project/program

Item B Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses

Item C Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses

Item D Enter the number of Section 3 businesses receiving awards

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses

Item C· Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses

Item D: Enter the number of Section 3 businesses receiving awards

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office The Section 3 report is submitted by January 10 Include only contracts executed during the period specified in item 8 PHAs/IHAs are to report all contracts/subcontracts

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937 ***Low-income persons*** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area , as determined by the Secretary, with adjustments for smaller and larger families, except that The Secretary may establish income ceiling higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families ***Very low-income persons*** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per cent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes

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ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW- INCOME PERSONS IN CONNECTION WITH FEDERALLY ASSISTED PROJECTS

PART II

Regarding the Owner of the business listed above, please indicate the racial/ethnic code for this individual(s):

Does the Owner of the business consider himself/herself to earn a gross annual income in the very low- and low- income category? (Refer to Chart) ☐ Yes ☐ No

PART III

Did the Owner of the business listed above make special efforts to recruit and hire low- and very low- income persons? For example, attempts to recruit through local advertising, participation in special HUD or local training programs, WIA, etc? Please describe.

INCOME ELIGIBILITY CERTIFICATION

STATE OF TEXAS *
*
COUNTY OF BEXAR *

I, _____, do hereby certify that I have read and completed the attached New Hire Application/Information, indicating the total number of persons in my household, and the total gross annual income received during the past 12 months, required to determine eligibility to participate in this project on the basis of low/moderate income designation.

This certification is being made with the full knowledge and understanding that this statement and all applicable documents deemed necessary to substantiate my eligibility is subject to full disclosure and verification by authorized City of San Antonio and U. S. Department of Housing and Urban Development (HUD) officials.

_____
Parent/Applicant Signature

_____
Date

Witness_____
Signature

_____
Printed Name

_____
Date

NEW HIRE FORM
Revised 03-22-07

NEW HIRE'S NAME _____

PARENT/APPLICANT'S NAME _____

1. Ethnicity (Check One):

☐ White American (1) ☐ Black American (2)

☐ Native American (3) ☐ Hispanic American (4)

☐ Asian/Pacific Islander (5)

2. Including yourself, how many persons live in your household?
Please count all your household members who regularly live with you, including those who are temporarily away from home.)

3. During the past 12 months, was the total gross income of your household higher or lower than the income listed below? (Please check the line below for the total number of persons in your household [line 4].)

HUD SECTION 8 INCOME LIMITS

Family Size	Low Income (80% of Median)	Very Low Income (50% of Median	Extremely Low Income (30% of Median)
1	$30,050 ____Higher ____Lower	$18,800 ____Higher ____Lower	$11,250 ___Higher ___Lower
2	$34,350 ____Higher ____Lower	$21,500 ____Higher ____Lower	$12,900 ___Higher ___Lower
3	$38,650 ____Higher ____Lower	$24,150 ____Higher ____Lower	$14,500 ___Higher ___Lower
4	$42,950 ____Higher ____Lower	$26,850 ____Higher ____Lower	$16,100 ___Higher ___Lower
5	$46,400 ____Higher ____Lower	$29,000 ____Higher ____Lower	$17,400 ___Higher ___Lower
6	$49,800 ____Higher ____Lower	$31,150 ____Higher ____Lower	$18,700 ___Higher ___Lower
7	$53,250 ____Higher ____Lower	$33,350 ____Higher ____Lower	$19,950 ___Higher ___Lower
8	$56,700 ____Higher ____Lower	$35,450 ____Higher ____Lower	$21,250 ___Higher ___Lower

NOTE: Section 8 Low Income = CDBG Moderate Income Persons/Households
Section 8 Very Low Income = CDBG Low Income Persons/Households

Attachment 2.6 RELEVANT EXPERIENCE LIST

Name of Respondent: Bosquez Electric LLC

Date of Project	Name of Project	Type of Design (Arch. Or Eng.)	Project Type *	Original Contract Amount (in dollars)	Final Contract Amount (in dollars)	Number Change Orders/ Amendments	Location of Project (City/State)	Owner Name	Owner Contact Name	Owner Contact Phone #

List no more than 10 projects

* Project Types are Design-Bid-Build (DBB), Design-Build (DB), Construction Manager at-risk GMP (CM@risk GMP), Construction Manager at-risk Lump Sum (CM@risk LS)

Attachment marketing sheet
Provides Project Names, Contact Info and
Contract dollar amounts for reference.

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STANDARD INSTRUCTIONS TO RESPONDENTS

Read Carefully

1. STANDARD TERMS AND CONDITIONS

1.1 By submitting this offer, the Respondent:

(a) Affirms that they are duly authorized to execute the proposed contract, that this company, corporation, firm, partnership or individual has not prepared this Offer in collusion with any other Respondent, and that the contents of this offer as to prices, terms or conditions of said offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the public offer opening or official award of this contract, as applicable.

(b) Represents that to the best of its knowledge it is not indebted to the City of San Antonio (City). Indebtedness to the City may be basis for non-award and/or cancellation of any award.

(c) Agrees to comply with Ordinance number 71312 General Conditions for City Wage and Labor Standard Provisions

(d) Agrees to comply with overtime regulations and pay workers the prevailing wage rate as listed in the wage decision noted on the Invitation for Bids form 010 or Invitation for Competetive Sealed Proposals form 011 specific to the solicitation. The Wage Decision is subject to change by addendum to the Invitation for Sealed Bids or Invitation for Competitive Sealed Proposals (hereinafter referred to as the "solicitation") or as a result of the City's inability to award a contract within 90 calendar days of submission deadline. The applicable Wage Decision is on the Department of Labor website (Search by Select DBA Wage Decision Number) http://www wdol gov/dba.aspx#0

1.2 Respondents are required to submit their offers upon the following expressed conditions:

(a) Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

(b) Respondents shall make all investigations necessary to thoroughly inform themselves regarding the conditions at the Project site, the Specifications, the Plans and any Addenda to the Specifications and/or Plans issued. No plea of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Respondents are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened or awarded, becomes subject to the Open Information Act, V.T.C.A. Government Code Chapter 552, therefore vendors must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Open Information Act.

(d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City

of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

1.3 For federally funded projects, the Respondent certifies the following:

(a) Certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

(b) Certifies (in accordance with the guidelines below) that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency OR where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer.

GUIDELINES FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITYAND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this offer, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to which this offer is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this offer is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this offer that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this offer that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. DISCREPANCIES AND INTERPRETATION

(a) Prospective Respondents shall notify Consultant and City in writing at least five (5) calendar days prior to scheduled Offer Opening date if discrepancies and ambiguities or omissions are found in the Project Plans and/or Specifications, or if further information or interpretation is desired.

(b) Answers by Consultant and/or City will be given in writing to all prospective Respondents in Addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Plans and/or Specifications. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered official or binding upon the City.

3. PREPARATION OF OFFERS

Offers will be prepared in accordance with the following:

(a) All information required by the invitation for offers shall be furnished or the offer may be deemed non-responsive.

(b) Respondents shall submit unit pricing either on the forms provided by the City or its Consultant or an original computer printout sheet bearing certification by and signature for the offering firm. The unit prices shown on acceptable printouts will be unit prices used to tabulate the offer and used in the contract if awarded by the City. As a minimum, computer printouts must contain the information and in the arrangement shown on the "Example of Offer Prices Submitted by Computer Printout" form in the proposal. Proposals with unit prices by computer printout will be considered as nonresponsive if:

1. The proposal does not bear the certification verbatim, as shown on the example in the proposal.

2. The computer printout does not show the name of the firm submitting the proposal.

3. The computer printout omits or alters required offer items or includes items not shown in the proposal.

If the proposal submitted by the Respondent contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to

the instructions, only one will be considered. In this situation the offer prices shown on the computer printout will be used to determine the offer.

(c) Respondents shall submit a unit price for each Work element pay item for which a offer is requested, except in the case of an alternate. In such a case, the procedure is as follows.

1. Additive Alternate: In the case of Additive Alternates, unit prices must be submitted for the base offer and the items in all proposed additive alternates.

2. Substitute Alternate: In the case of a Substitute Alternate (these alternates appear in sets of two or more related alternates), unit prices must be submitted for all the items in the base offer and for all the items in one of the related substitute alternates in each set.

(d) Where there is an error in extension of price, the unit price shall govern.

(e) If a Respondent detects an error in quantities on the specifications or solicitation documents, unit price shall govern. Respondent shall notify the City of such error by indicating in the comments section of the bid/pricing form or beside the item on the City's proposal form or computer printout referenced in 3. (d) above. Respondent should not attempt to correct the error by inflating unit pricing.

(f) In the event additional or extra blank spaces remain after completion of the various forms, Contractor shall enter the terms "none" or "not applicable" on any remaining blank spaces to indicate that the Contractor has considered City requests for information on every line presented. Any blank unit prices will be tabulated and evaluated as "no cost" to the City.

(g) The combined total offers for Mobilization and Preparing Right-of-Way, shall not exceed fifteen percent (15%) of the total project offer. The 15% allowed for Mobilization and Preparing Right-of-Way will be calculated based upon the total of all offer components A offer containing a combined total for Mobilization and Preparing Right-of-Way in excess of fifteen (15%) percent may be considered unbalanced and may be rejected.

(h) The unit price shall be inserted on the Offer Proposal sheet in words (not figures) in the "DESCRIPTION AND UNIT PRICE OFFER" column. Extensions, which are the unit prices multiplied by the approximate quantities for each item, shall be inserted in figures in the "EXTENSION" column. Offers shall be submitted only on the City's proposal form or approved computer printout sheets. Offers not so submitted will be considered nonresponsive.

(i) Separated Contract: This project will be offer as a "separated contract" in accordance with a recent amendment to section 151.311 of the tax code in order for the contractor to claim a tax exemption on the contract price of materials.

4. SUBMISSION OF OFFERS

(a) Offers shall be enclosed in sealed envelopes addressed to the **City Clerk, City of San Antonio 100 Military Plaza, San Antonio, Texas**, as set forth in the Invitation for Bid (IFB) or Invitation for Competetive Sealed Proposals (IFCSP). The name and address of Respondent, the date and hour of the offer opening and the title of the offer solicitation shall be placed on the outside of the envelope.

(b) Information and Solicitation documents are obtainable from the Consultant as set forth in the published IFB/IFCSP. Solicitation documents are also on file in the Office of Plans and Records, 9th Floor, Municipal Plaza Building, 114 W. Commerce.

(c) Offers must be submitted on the forms furnished. Offers, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the submission deadline.

(d) City of San Antonio shall not be responsible for lost or misdirected offers or modifications.

(e) By submittal of this offer, Respondent certifies to the best of his/her knowledge that all information is true and correct.

5. REJECTION OF OFFERS

(a) The City may reject an offer if:

1. The Respondent misstates or conceals any material fact in the offer; or

2. The offer does not strictly conform to law or the requirements of the offer;

3. The offer is conditional.

4. The Respondent is deemed by the City to be unqualified.

5. The Respondent has exceeded its bonding capacity.

6. The offer is unbalanced.

7. Good Faith Effort Plan or List of Subcontractors is not submitted with bid, if applicable.

(b) In the event that a Respondent is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer or if awarded the offer, for cancellation of the contract. The City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Respondent as a result of such contract.

(c) The City may, however, reject all offers whenever it is deemed in the best interest of the City to do so, and may reject any part of an offer unless the offer has been qualified as provided in 5 (a) 3 above.

(d) The City at its sole discretion may also waive any minor informalities or irregularities in any offer, to include failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

6. WITHDRAWAL OF OFFERS

Offers may not be withdrawn after the solicitation deadline, unless approved by the City.

7. LATE OFFERS OR MODIFICATIONS

(a) Offers and modifications received after the solicitation deadline will not be considered.

(b) Proposal amounts may not be amended or modified in any manner after the Solicitation Deadline in the published IFB/IFCSP, except as hereinafter provided.

(c) The City will perform a cursory review to determine if the Offers are complete as to required contents, in proper form, and are properly signed. An offer that is obviously defective will not be read aloud at bid opening, nor will the offer prices included therein be publicly revealed. If a minor clerical error or omission is discovered and classified by the City as a technicality which the City of San Antonio has reserved the right to waive, or applicable law allows the City a right to waive, the Respondent's representative shall have the opportunity to make the appropriate correction.

8. PROPOSAL GUARANTY:

(a) Each Offer must be accompanied by a certified or cashier's check (if the offer is less than $25,000) or an original Bid Bond issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the Offer Proposal, payable without recourse to the order of the City of San Antonio, Texas. These forms of security will serve as a guarantee that, if awarded the Contract, the Respondent will promptly enter into Agreement with the City as required by the Contract Documents and execute Performance and Payment Bonds on the City forms provided.

(b) Termination of Offer: No Offer shall be withdrawn or terminated by Respondent without consent of the City for a period of ninety (90) calendar days after the Solicitation Deadline.

(c) Should the successful Respondent fail to execute the Contract and Bonds and provide the required insurance within twenty (20) calendar days after the date of transmittal of the Contract Documents by City to Contractor, said Proposal Guaranty shall become the property of the City, not as a penalty, but as liquidated delay and administrative damages suffered by the City as a result of the successful Respondent failing to enter into the awarded City Contract.

(d) Proposal guarantees from the first, second and third ranked Respondents (for IFCSP) or first, second and third lowest Bidders (for IFB) will be retained until after the Contract Agreement and Bonds have been executed. Proposal Guarantees in the form of any certified or cashier's check of all except the three above-referenced Respondents will be returned by mail to unsuccessful Respondents upon certification of the three above-referenced Respondents, unless there is a justifiable reason for City to hold them for the full ninety (90) calendar day period.

9. QUALIFICATIONS OF RESPONDENT:

(a) The City or its agents may make such investigations as it deems necessary to determine the ability and responsibility of the Respondent to perform the Work. Respondent shall furnish to the City reasonable information and data for this purpose as the City may reasonably request. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, such Respondent fails to satisfy the City that such Respondent is responsible to carry out the obligations of the Contract and to complete the Work contemplated therein.

(b) The City has implemented a Contractor performance evaluation system. The evaluation will cover: accomplishment of the Project with adequate manpower, ability to meet schedule, adequacy of materials and equipment; Citizen complaint response; adjacent-to-Project, property Owner relations; and attendance at public Project meetings. The Contractor's evaluation history may also be used by the City Staff as a basis for recommendations of award to the City Council.

10. AWARD OF CONTRACT

(a) For Invitation for Bids, the contract will be awarded to the lowest responsible Respondent whose offer, conforming to the Invitation for Bids, is most advantageous to the City

(b) For Invitation for Competetive Sealed Proposals the contract will be awarded to the Respondent whose offer, conforming to the Invitation for Competetive Sealed Proposals, is most advantageous to the City.

(c) **A written award of acceptance (manifested by a City Ordinance) and appropriation (evidenced by Purchase Order) mailed or otherwise furnished to the successful Respondent results in a binding contract without further action by either party.**

(d) Breaking of tie offers shall be in accordance with V.T.C.A. Local Government Code § 271.901.

(e) The City reserves the right to accept any items or groups of items on this offer, unless the Respondent qualifies his/her offer by specific limitations. Re Par.5 (a) (3) above.

(f) Although the information furnished to Respondents 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 offer in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

(g) Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals, bids, offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966 or delivered by hand to the Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Please consult your own legal advisor if you have questions regarding the statute or form.

11. SITE INVESTIGATION

(a) The submittal of an Offer by Respondent shall constitute an admission that the Respondent has fully examined the location of the proposed Work and the requirements of the Work. The Respondent shall be familiar with all of the Contract Documents and other City instructions including Respondent's ability to submit inquiries to City and Design Consultant before submitting an Offer so that no Contractor misunderstanding shall exist regarding the nature and character of the Work to be performed. No allowance will be made by City for any Respondent claim that the Offer Proposal is based upon incomplete information as to the nature and character of the site or the Work involved.

(b) After investigating the Project site and comparing the Plans and Specifications and other Contract Documents with the existing conditions, the prospective Respondent should immediately notify the Consultant of any conditions for which the requirements of labor and materials are not clear, and pose any question regarding the quantity and extent of the Work

involved. Respondent inquiry notifications to the City and/or Consultant must be made in writing at least five (5) calendar days prior to the scheduled solicitation deadline

(c) It is understood and acknowledged by Respondent that full and complete allowance for conditions under which the Contractor will be required to perform construction, or that will in any manner affect Work under this Contract, are included in the Respondent's Proposal and reflected in the proposed Contract sum. If a soils investigation was conducted as a potential aid to the Consultant in preparation of the Contract Plans and Specifications, this information is available to prospective Respondents for review at the Project Consultant's office and is non-refundable. Copies may be purchased from the Consultant. THIS INFORMATION IS AVAILABLE TO PROSPECTIVE RESPONDENTS WITHOUT EXPRESS OR IMPLIED REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTEE BY CITY OR CONSULTANT THAT IT IS COMPLETE OR CORRECT OR THAT IT REPRESENTS A TRUE, OR APPROXIMATELY TRUE, PICTURE OF THE SUB-SURFACE CONDITIONS TO BE ENCOUNTERED ACROSS THE PROPOSED WORK SITE. THIS INFORMATION IS SPECIFICALLY NOT PART OF THE CONTRACT DOCUMENTS. Before submitting its Offer, each Respondent may, at Respondent's own expense, make reasonable Work site investigations and tests as the Respondent may deem necessary to formulate its Offer for performance of the Work in accordance with the Contract Documents. Access for such investigations and tests must be reasonably coordinated with the City.

12. RESTRICTION ON COMMUNICATION

Respondents are prohibited from communicating with City staff and City officials regarding this solicitation with the following exceptions:

(a) Questions or other communication at the pre-submittal conference are allowed.

(b) Written questions and comments concerning this solicitation shall be sent to the consultant (see address for purchasing plans and specifications on the IFB or IFCSP) and a copy to the City's Plans and Records at 114 W. Commerce St. 9th Floor Municipal Plaza Building, San Antonio, TX 78205. These questions must be received no later than one week prior to submittal date.

Answers by Consultant and/or City will be given in writing to all prospective Respondents in Addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Plans and/or Specifications. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered official or binding upon the City. No other explanation or interpretation will be considered official or binding upon the City. All addenda will be posted on the City's website with this solicitation. It is respondent's responsibility to obtain addenda.

Violation of this provision by Respondent or his agent may lead to disqualification of their offer from consideration.

SMALL BUSINESSS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

GUIDELINES

1. *POLICY*

It is the policy of the City of San Antonio to attempt to provide a remedy for past underutilization of Small, Minority, Women, African-American-owned (S/M/W/AABE) businesses and prevent ongoing underutilization of S/M/W/AA/BEs in the City's contracting process by ensuring full and equitable participation of S/M/W/AAWBEs in the provision of goods and services to the City on a contractual basis. Reasonable S/M/W/AABE contracting goals will be established for each project. Bids for construction contracts between $25,000 and $200,000 that have subcontracting opportunities and bids for construction contracts over $200,000 should include S/M/W/AABE participation in an amount which equals or exceeds the SM/W/AABE goals. **Only South Central Texas Regional Certification Agency (SCTRCA)-certified S/M/W/AABE contractors and subcontractors/suppliers will count toward the S/M/W/AABE contracting goals.**

2. *BIDDER OBLIGATION*

Bidders must ensure that **certified** S/M/W/AABEs have the maximum opportunity to participate in the performance of contracts funded in whole or in part by the City of San Antonio. The bidder shall take all necessary and reasonable steps (Good Faith Effort) to ensure **certified** S/M/W/AABEs have the maximum opportunity to compete and perform as subcontractors/suppliers. The bidder's good faith effort to meet the City's S/M/W/AABE contracting goals will be documented on Small Business Program's) List of Subcontractors/Suppliers or Good Faith Effort Plan (GFEP). Good faith effort consists of the measures taken to identify and utilize small, minority, women, African – American, owned, or disadvantaged businesses for subcontracting opportunities. Nothing in the good faith effort requirement shall be construed to require the utilization of any S/M/W/AABE subcontractor/supplier who is not qualified or who does not submit the lowest responsible bid.

3. *REQUIRED FORMS*

A. LIST OF SUBCONTRACTORS/SUPPLIERS - For projects under $200,000

- The complete name of each subcontractor/supplier.
- The certificate number of the **certified** S/M/W/AABE or N/A if the subcontractor /supplier is not **certified** by SCTRCA.
- The approximate percent and dollar amount of the subcontract.
- Attach certificates (SCTRCA)
- HUE (Historically Underutilized Enterprise)

B. GOOD FAITH EFFORT PLAN - For projects greater than $200,000

All bidders must make a good faith effort to utilize **certified S/**M/W/AABE subcontractors/suppliers and document such effort on SBEDA Good Faith Effort Plan. To award a contract to a bidder who has failed to meet the project S/M/W/AABE contracting goals, the City must determine that the bidder made efforts to actively and aggressively seek to include **certified S/**M/AA/WBE businesses. The City may consider the following guidelines, listed in Appendix A to 49 CFR section 23.45 (1981), in determining whether the bidder undertook good faith efforts to utilize **certified S/**M/W/AABE subcontractors/suppliers. These guidelines are not intended to be exclusive or exhaustive.

- Whether the contractor attended any pre-solicitation or pre-bid meetings scheduled by the recipient to inform S/M/W/AABEs of contracting and subcontracting opportunities.
- Whether the contractor advertised in general circulation, trade associations, and minority-focus media concerning subcontracting opportunities.
- Whether the contractor provided written notice to a reasonable number of specific S/M/W/AABEs that their interest in the contract was being solicited in sufficient time to allow the S/M/W/AABEs to participate effectively.
- Whether the contractor followed up initial solicitations of interest by contacting S/M/AA/WBEs to determine with certainty if the S/M/W/AABEs were interested.

- Whether the contractor selected portions of the work to be performed by S/M/W/AABEs in order to increase the likelihood of meeting the S/M/W/AABE goals (including, where appropriate, breaking contracts into economically feasible units to facilitate S/M/W/AABE participation).
- Whether the contractor provided interested S/M/W/AABEs with adequate information about the plans, specifications, and requirements of the contract.
- Whether the contractor negotiated in good faith with interested S/M/W/AABEs, not rejecting S/M/W/AABEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- Whether the contractor made efforts to assist the S/M/W/AABEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor
- Whether the contractor effectively used the services of available minority community organizations, minority contractors' associations, local, state, and federal minority business assistance offices, and other organizations which provide assistance in the recruitment and placement of S/M/W/AABEs.

A bidder who fails to adequately document good faith efforts to utilize certified S/M/W/AABE subcontractors/suppliers may be denied award of the contract by the City based on the bidder's failure to be responsive.

C. REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL AFFIRMED LIST OF SUBCONTRACTORS

The City shall review for its approval all substitutions, deletions, and additions of subcontractors/suppliers during contract performance through a Request For Approval of Change to Original Affirmed List of Subcontractors. If after award of the contract, the contractor is unable to utilize the subcontractors/suppliers specified at bid opening or requires additional subcontractors/suppliers, the contractor shall make good faith efforts to utilize **certified** S/M/W/AABEs in the substitutions and additions. The Request for Approval of Changes to Original Affirmed List of Subcontractors shall be submitted to the Directors of Public Works and Economic Development for approval.

4. *GENERAL*

City Ordinance number 100182 details the Small Business Economic Development Advocacy Program. The Small Business Policy Program Office within the City's Economic Development Department will supply additional information and a Directory of **Certified S/**M/AA/WBEs upon request. (Ph. 210-207-3900). Information may also be obtained from the City's Plans & Records office (Ph. 210-207-8035) as well as the SCTRCA (Ph. 210-227-4722).

Instructions for Completing the Good Faith Effort Plan

Question #1 **List all subcontractors/suppliers that will be used for this contract. (Indicated all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed). If S/M/W/AABE goals was met, skip to #9.**

Identify all subcontractors/suppliers that will be used for this project, regardless of SBE, MBE or WBE status. Firms identified as SBE, MBE or WBE must be **certified** by SCTRCA to count toward utilization goals. Certification number must be given and certificates attached for any S/M/W/AABE firms. Attainment of goals is calculated by adding the dollar amount of selected S/M/W/AABE firms and dividing by the base bids (base, water, sewer) for the project. If after making calculations, each goal was met, skip to question #9.

Question #2 **If S/M/W/AABE contracting goals were not achieved in a percentage that equals or exceeds the City's S/M/W/AABE goals, please give explanation.**

Explain why each goal (SBE,MBE, WBE, and AABE) was not met (e.g. no responses were received, bids received were too high, etc.).

Question #3 **List all S/M/W/AABE Listings or Directories utilized to solicit participation.**

List all S/M/W/AABE Listings or Directories utilized to solicit participation. Describe where names of S/M/W/AABE firms were acquired (e g SCTRCA Directory, Bexar County Directory, Company listing of previously used S/M/W/AABE firms, etc.).

Question #4 **List all contractor associations or otherassociations solicited for SBE-MBE-WBE-AABE referrals.**

List all contractor associations and other business associations solicited for S/M/W/AABE referrals. Were industry associations or chambers of commerce contacted? If so, please list those contacts.

Question #5 **Discuss all efforts aimed at utilizing SBE-MBE-WBE-AABEs.**

Discuss all efforts aimed at utilizing S/M/W/AABEs. Were bids requested from S/M/W/AABEs? If so, how were these firms contacted (e.g. phone calls, mailings, fax requests etc.)? Do you maintain a list of S/M/W/AABE firms which you have utilized or contacted in the past?

Question #6 **Indicate advertising medium used for soliciting bids from SBE-MBE-WBE-AABE's.**

Did you advertise in commercial or industry publications to request bids from S/M/WAABEs? Did you advertise in minority-targeted media? If so, please describe the advertising source(s).

Question #7 **List all S/M/W/AABE bids received but rejected. (Use additional sheets as needed).**

If bids were received from SM/W/AABEs but rejected, explain why Were bids higher than other solicited subcontractors? Did they fail to meet requirements?

Question #8 **Please attach a copy of company's MBE-WBE-AABE policy.**

Does your firm have a policy concerning utilization or support of S/M/W/AABEs? If so, please attach a copy.

Question #9 **Name and telephone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.**

If the SBEDA Office has questions or needs information concerning your company's Good Faith Effort Plan, who may we contact? Please indicate name, title, and contact telephone number.

Question #10 **This Good Faith Effort Plan is subject to the Economic Development Department's approval.**

Please sign the Good Faith Effort Plan form to verify that these are actions you have taken.

SMALL BUSINESS PROGRAM

For Use with Contracts Between $25,000 - $200,000

1. **Small Business Participation**
   Pursuant to Ordinance No. 100182, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.

b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.

c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	**24%**
WBE	**11%**
AABE	**1.5%**
SBE	**50%**

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition**, Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	24%	33%
WBE	11%	13%
AABE	1.5%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified

as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	24%	45.5%
WBE	11%	13%
AABE	1.5%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers (ATTACHED), which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

SMALL BUSINESS PROGRAM

For Use with Contracts Over $200,000

1. Small Business Participation

Pursuant to Ordinance No. 100182, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.

b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.

c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	**24%**
WBE	**11%**
AABE	**1.5%**
SBE	**50%**

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	24%	33%
WBE	11%	13%
AABE	1.5%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F.

Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	24%	45.5%
WBE	11%	13%
AABE	1.5%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **Good Faith Effort Required**
Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**
Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**
Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

Comments and Frequently Asked Question About the Good Faith Effort Plan

What is the Good Faith Effort Plan?

The Good Faith Effort Plan is the documented evidence of the bidder's effort to utilize small, minority African-American and women owned business enterprises (S/M/W/AABEs) as subcontractors/suppliers to achieve S/M/W/AABE utilization goals. The Good Faith Effort Plan is submitted by the bidder with the bid proposal and forwarded to the Small Business Economic Development Advocacy (SBEDA) Office for use in verifying compliance with the City of San Antonio's small, minority and women owned business utilization goals. The specific utilization goals are based on availability of small, minority and women-owned businesses providing a particular product or service. These goals are intended to ensure small, minority and women-owned businesses participate equitably in all areas of City contracting.

Who qualifies as a Minority or Woman-Owned Business?

A Minority Business Enterprise (MBE) is a business in which at least 51% of the ownership and operational or managerial control is held by a member(s) of a recognized minority group. These groups are specified in the text of City Ordinance 100182, and SCTRCA Certification Affidavit. A Woman Business Enterprise (WBE) is a business in which at least 51% of the ownership and operational or managerial control is held by women.

How Do I Know if a Business is an MBE or WBE?

In order to be recognized in one of these categories for City contracts, a business must be **certified** by the **SCTRCA**. A **certified** company will be listed in the SCTRCA Categorical Directory of Certified Disadvantaged/Minority/Woman Business Enterprise. The SBEDA directory is updated on a quarterly basis. Copies may be obtained from the SBEDA Office at 1901 S. Alamo, 2nd Floor.

After submitting a Certification Affidavit, the SCTRCA Office will determine if the firm meets the criteria for certification. The certification process takes approximately 90 days. If the application is approved, the company will be issued a certification number and a certificate reflecting its status. The certificate is valid for three years. The company will be notified prior to its certification expiration date to re-certify. (NOTE: a qualified company should apply for certification prior to beginning work on a City contract.)

Why is it Important to Complete Form 117C Fully and Accurately?

A low bid is not the only factor in deciding which bidder is awarded a contract. The extent of good faith effort to utilize M/AA/WBEs is also used in evaluating a bid. A bid opening tabulation form, the List of Subcontractors/Suppliers or the Good Faith Effort Plans (GFEPs) are forwarded from the contracting Department to the SBEDA Office, where GFEPs for the (Public Works, Aviation, Parks, etc.) project are approved or denied. GFEPs will be approved if they meet or exceed the M/AA/WBE utilization goals, or if they demonstrate good faith efforts to utilize M/AA/WBE subcontractors/suppliers, such as actively seeking bids from **certified** M/AA/WBE firms.

What if My GFEP is Not Approved?

If the GFEP is not approved, the contract award may be delayed. The SBEDA staff is available to assist contractors in completing the GFEP. The office staff may be contacted by phone at (210) 207-3900, or by FAX at (210) 207-3909. Correspondence should be directed to:

City of San Antonio
Economic Development Department
Small Business Outreach Office
1901 S. Alamo, Room 283
San Antonio, TX 78204

City of San Antonio

Agency/Department/Organization Parks and Recreation Department

Surety Bond Monitoring Checklist/Report

Project Name: Selma Park lighting Imp.
Contract Period:
Monitored By:
Copies To:
Date: 2/12/2008

INITIAL MONITORING (to be completed upon receipt of original bonds and continuation certificates):	***Outcomes***		***If Outcome No, list actions taken to resolve:***
a) Is Contractor's name on the surety bond/continuation certificate consistent with Contractor's name on contract?	☑ Yes	☐ No	
b) Is City of San Antonio named as obligee/beneficiary on surety bond/continuation certificate?	☑ Yes	☐ No	
c.) Is the amount of the surety bond/continuation certificate consistent with the contract?	☑ Yes	☐ No	
d) Is a surety bond number reflected on the surety bond? (For continuation certificates. Is the surety bond number listed on the continuation certificate consistent with the surety bond number listed on the original surety bond?)	☑ Yes	☐ No	
e) Is the surety company's name listed on the surety bond/continuation certificate?	☑ Yes	☐ No	
f) Does the surety bond/continuation certificate state the nature of the obligation it covers?	☑ Yes	☐ No	
g) Does the nature of the obligation stated in the surety bond/continuation certificate match that required in the underlying contract?	☑ Yes	☐ No	
h) Does the surety bond/continuation certificate display 1) the surety's contact information for use in making claims - OR - 2) the Texas Department of Insurance toll-free telephone number for obtaining the surety's claims address?	☑ Yes	☐ No	
i) Is a notarized Power of Attorney, showing the corporate seal of the surety company, attached to the surety bond/continuation certificate?	☑ Yes	☐ No	
j) Was the Power of Attorney reviewed to ensure.			
It was in effect on the date the surety bond/continuation certificate was issued?	☑ Yes	☐ No	
It designated the person who signed the surety bond/continuation certificate on behalf of the surety company as an attorney-in-fact?	☑ Yes	☐ No	
k) Was the telephone call made to authenticate the Power of Attorney directly with the surety company documented in the contract file with a note stating the date/time/number called/name of person contacted/results of call?	☐ Yes	☐ No	N/A

INITIAL MONITORING: (Cont.)	***Outcomes***		***If Outcome No, list actions taken to resolve:***
l) Have you created a suspense file to remind you of the surety bond's/continuation certificate's expiration date, if any?	☐ Yes	☑ No	Project manager to monitor
m) Was the U S Department of the Treasury website (www.fms.treas.gov/c570/c570.html) reviewed to ensure			
The surety company was listed on Circular 570 as a Certified Company?	☑ Yes	☐ No	
Was Texas listed as a state the company is licensed in?	☑ Yes	☐ No	
The surety bond/continuation certificate is within the underwriting limitations of the surety company or reinsured by a Certified Company or Certified Reinsurer listed on Circular 570?	☑ Yes	☐ No	
n) Has the Texas Department of Insurance website (wwwapps tdi state tx us/pcci/pcci_search jsp) been checked to determine if the surety company is licensed to write surety in Texas?	☐ Yes	☐ No	N/A
o.) Were the U S Department of Treasury ~~and Texas Department of Insurance~~ website pages used to verify information printed and attached to the surety bond/continuation certificate?	☑ Yes	☐ No	
p) Has the City Attorney's Office reviewed the surety bond/continuation certificate, its attachments, and this completed Checklist?	☐ Yes	☑ No	Not yet
q) Was the surety bond/continuation certificate transmitted to the Finance Department/Revenue Section for retention?	☑ Yes	☐ No	
r.) Were copies of the surety bond/continuation certificate, its attachments, and transmittal memo to the Finance Department/Revenue Section kept in the contract file?	☑ Yes	☐ No	
ON-GOING MONITORING:			
a.) Have you created a suspense file for each July 1st during the term of the contract as a reminder to check that the surety company has been included on the new U S Department of Treasury Circular 570 issued effective each July 1st?	☐ Yes	☐ No	
b) Have you subscribed to the U.S Department of Treasury's E-mail Notification Service for "Sureties: Circular 570" (www.fms.treas.gov/scripts/subscription) to receive supplemental information regarding changes which occur to Circular 570 during its annual effective period?	☐ Yes	☐ No	
c) Has any change in the value of the contract affected the validity of the surety bond/continuation certificate?	☐ Yes	☐ No	
CLOSEOUT MONITORING:			
a) Have you requested that the Finance (Revenue Section) Department return the surety bond/continuation certificates and associated documents to you so that they can be archived with the project file in accordance with prevailing record retention requirements?	☐ Yes	☐ No	

Bond No. 70455203

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Know all men by these presents:

1. That we Bosquez Electric, LLC

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of $76,754.45 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

Seeling Park Lighting Project

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, If Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 11th day of February A.D. 20 08

By Henry Bosquez
Henry Bosquez - Bosquez Electric

Western Surety Company
Surety

(SEAL)

By Penelope Ann Previtera
Penelope Ann Previtera

PO Box 5077, Sioux Falls, SD 57117
Address of Surety for Service Purposes

Bond No. 70455203

PAYMENT BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Know all men by these presents:

1. That we Bosquez Electric, LLC

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of $76,754.45 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

Sealing Park Lighting Project

and for the performance and observance of diverse other matters and things in connection with said work, and, inter alia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF witness our hands and the seal of any incorporated surety hereon this 11th day of February A.D. 20 08.

Western Surety Company
Surety

By [signature]
Penelope Ann Previtera

(SEAL)

PO Box 5077, Sioux Falls, SD 57117
Address of Surety for Service Purposes

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70455203

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Penelope Ann Previters

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bosquez Electric, LLC

Obligee: City of San Antonio

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 25, 2008, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 8th day of February, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 8th day of February, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL NOTARY PUBLIC SOUTH DAKOTA

D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of February, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F5906-9-2006

Western Surety Company (NAIC #13188)
BUSINESS ADDRESS: P.O. Box 5077, Sioux Falls, SD 57117 - 5077. PHONE: (800) 331-6053. UNDERWRITING LIMITATION b/: $34,212,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

Westfield Insurance Company (NAIC #24112)
BUSINESS ADDRESS: P. O. Box 5001 , Westfield Center , OH 44251 - 5001. PHONE: (330) 887-0980. UNDERWRITING LIMITATION b/: $68,313,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Westfield National Insurance Company (NAIC #24120)
BUSINESS ADDRESS: P. O. Box 5001 , Westfield Center , OH 44251 - 5001. PHONE: (330) 887-0980. UNDERWRITING LIMITATION b/: $16,451,000. SURETY LICENSES c,f/: AZ, CA, FL, GA, IL, IN, IA, KY, MI, MN, ND, OH, PA, SD, TN, TX, WV, WI. INCORPORATED IN: Ohio.

Westport Insurance Corporation (NAIC #34207)
BUSINESS ADDRESS: P.O. BOX 2991, OVERLAND PARK, KS 66202 - 1391. PHONE: (913) 676-5200. UNDERWRITING LIMITATION b/: $28,378,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri.

X-Z Return to top of page or select a letter to jump to an item
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

XL Reinsurance America Inc. (NAIC #20583)
BUSINESS ADDRESS: Seaview House, 70 Seaview Avenue, Stamford, CT 06902 - 6040. PHONE: (203) 964-3466. UNDERWRITING LIMITATION b/: $161,642,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

XL Specialty Insurance Company (NAIC #37885)

City of San Antonio

Agency/Department/Organization Parks and Recreation Dept.

Insurance Monitoring Checklist/Report

Project Name: Selling Park lighting Imp
Contract Period:
Monitored By:
Copies to:
Date: 2/12/2008

Element	***Outcomes***		***If outcome No, actions taken to resolve:***
Is the Contractor's name on the insurance certificate consistent with the name on the contract?	☑ Yes	☐ No	
Are the Insurance type(s) reflecting the coverage(s) required in the contract?	☑ Yes	☐ No	
Are the Insurance coverage(s) consistent with the limits required in the contract?	☑ Yes	☐ No	
Is the policy number indicated on the certificate of insurance?	☑ Yes	☐ No	
Is the policy expiration date shown on the insurance certificate?	☑ Yes	☐ No	
Is the coverage current?	☑ Yes	☐ No	
Have you created a suspense file as a reminder of the policy(ies) expiration date(s)?	☐ Yes	☑ No	Project manager will monitor
Are there any policy exclusions or limitations shown on the certificate that may affect the City's rights in the event of a claim?	☐ Yes	☐ No	
Does the certificate name the City of San Antonio as an additional insured on each policy, except worker's compensation and professional liability policies?	☑ Yes	☐ No	
Is there a waiver of subrogation in favor of the City under the worker's compensation and employer's liability policies?	☑ Yes	☐ No	
Is the 30 days written notice to the City in case of cancellation, non-renewal or material change reflected on the certificate of insurance?	☑ Yes	☐ No	
Is the correct address where the notice to the City is to be sent shown on the certificate?	☑ Yes	☑ No	
Are copies of the endorsements included with the certificate of insurance?	☐ Yes	☑ No	Endorsements requested: will be mailed
Is there an endorsement that provides that the "other insurance" clause shall not apply to the City where the City is named an additional insured on the policy?	☐ Yes	☐ No	

Element (Cont)	***Outcomes***		***If outcome No, actions taken to resolve:***
Did you check the Texas Dept of Insurance website to ensure that the insurance company is authorized to do business in the State of Texas? https.//wwwapps tdi state tx us/pcci/pcci_search jsp	☑ Yes	☐ No	
Was the insurance company's rating reviewed on the A M Best Company website http //www ambest com/?	☑ Yes	☐ No	
Did you print the page(s) used to verify information?	☑ Yes	☐ No	
Did you attach the printed verification page(s)?	☑ Yes	☐ No	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 02/13/2008

PRODUCER
Integrity Insurance Agency, Inc.
2634 Kerrybrook Court
San Antonio TX 78230

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bosquez Electric, LLC.
124 Lombrano
San Antonio TX 78209

INSURERS AFFORDING COVERAGE

INSURER A	Scottsdale Insurance Company
INSURER B	National Liability & Fire
INSURER C	Scottsdale Insurance Company
INSURER D	Texas Mutual Insurance Company
INSURER E	Federal Insurance Group

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	BCS0014115	11/05/2007	11/05/2008	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	73 APN301473	11/05/2007	11/05/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	UMS0020503	11/05/2007	11/05/2008	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF 000878238	11/05/2007	11/05/2008	X WC STATUTORY LIMITS OTHER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	OTHER Inland Marine Schedule Equipment $20, 950 with 1,000 ded.	6633293	11/05/2007	11/05/2008	John Deere Model 310 E. Backhoe	

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

Certificate holder will be listed as Additional Insured on the General Liability policy Waiver of Subogation on General Liability and Workers Comp as required by written contract.

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER ____

City Of San Antonio
Parks of Recreation Dept
PO Box 839966
San Antonio TX 78283

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Texas Department of Insurance

333 Guadalupe St P O Box 149104 Austin, TX 78714-9104

SCOTTSDALE INSURANCE COMPANY

Table of Contents

General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Type of Entity	SL
Status of TX License:	Eligible
NAIC Number:	41297
TDI Company Number.	101133
Company Type Code (Old / New)	80/122
FEIN	
Home City/State	Columbus, OH
Origin:	Foreign
Date Incorporated/Organized	01/04/1982
Date Licensed in Texas	01/01/1982
Date License Cancelled	
Company Status	
Category.	Surplus Lines
Class Code:	Specialty

Contact Information:

Mailing Address:	1 West Nationwide Blvd Dspf 78 Columbus OH 43215 -2220
Office Number:	(480)365-4000
Toll Free Number	
Fax Number:	

Types of Insurance Licensed to Write:

- No information found.

Use of Credit:

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

[redacted]

Attorney for Service:

[redacted]

- No information found.

Rating By Financial Organization:

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

A.M. Best
Weiss Ratings Inc
Standard & Poor's Corp.
Moody's Investors Service
Fitch IBCA, Duff and Phelps Ratings

Financial Information:

As of	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Total Assets	$1,703,066,386	$1,614,824,711	N/A
Total Liabilities	$1,293,333,124	$1,120,660,575	N/A
Asset to Liability Ratio	1.32	1.44	N/A
Capital	$6,027,200	$6,027,200	N/A
Net Surplus	$403,706,062	$488,136,936	N/A
Net Life Ins	N/A	N/A	N/A

Premiums:

As of	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Life and Annuities	N/A	N/A	N/A
Accident and Health	$0	$0	N/A
Property and Casualty	$116,078,456	$120,691,729	N/A
Total Texas Premium	$116,078,456	$120,691,729	N/A
National Premium	$1,221,051,219	$1,305,281,022	N/A

Complaint Information:

When considering the company's complaint index and ratio, be sure to review the company history information displayed below for recent acquisitions, mergers, or other events that may affect the figures displayed for this company.

	DEC 31, 2006		DEC 31, 2007		JAN 31, 2008
Justified Complaints.					
Life and Annuity	0		0		0
Accident and Health	0		0		0
Homeowner	1		2		0
Automobile	1		0		0
Complaint Ratio/Index	Ratio	Index	Ratio	Index	
Life and Annuities	.0000	.0000	.0000	.0000	N/A
Accident and Health	.0000	.0000	.0000	.0000	N/A
Homeowner	.0477	2.7325	.0843	10.7270	N/A
Automobile	.5618	25.9029	.0000	.0000	N/A

Justified Complaints: the number of justified complaints closed against the company for the line of insurance and year indicated. A complaint is justified if there is an apparent violation of a policy provision, contract provision, rule, or statute, or there is a valid concern that a prudent layperson would regard as a practice or service that is below customary business or medical practice.

Complaint Ratios the ratio, expressed as a percentage, is the number of closed justified complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index: indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance company or HMO that hired the TPA. If a bonafide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

Date	Event
02-10-2005	ON 2/10/2005 SCOTTSDALE INS CO WAS ASSESSED A PENALTY OF $5,000.00 BY THE FLORIDA OFFICE OF INSURANCE REGULATION FOR FAILING TO TIMELY SUBMIT AFFIDAVIT PART III (2 DAYS LATE)
01-01-1982	SURPLUS LINES ELIGIBILITY

Company Officers:

Title	Name
President	Michael Dean Miller
Secretary	Kathy Rose Richards
Treasurer	Peter Whitney Harper

Texas Department of Insurance

333 Guadalupe St P O Box 149104 Austin, TX 78714-9104

NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Table of Contents

General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Type of Entity	CL
Status of TX License:	Active
NAIC Number:	20052
TDI Company Number	93805
Company Type Code (Old / New)	08/62
FEIN:	362403971
Home City/State:	Stamford, CT
Origin	Foreign
Date Incorporated/Organized	04/23/1957
Date Licensed in Texas:	02/09/1982
Date License Cancelled	
Company Status	Normal Operations
Category	Fire & Casualty
Class Code	Property & Casualty

Contact Information:

Mailing Address.	3024 Harney Street Omaha NE 68131 -3580
Office Number:	(402)536-3000
Toll Free Number.	
Fax Number	(402)536-3030

Types of Insurance Licensed to Write:

- Allied Coverages
- Auto Liability

- Auto Physical Damage
- Burglary & Theft
- Fidelity & Surety
- Fire
- Forgery
- Glass
- Inland Marine
- Liability Other
- Ocean Marine
- Reinsurance All Lines
- W. C. Emp. Liability

Use of Credit:

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

[redacted]

Attorney for Service:

[redacted]

Jack D. Sides, Jr.

2301 Cedar Springs Suite 350
Dallas TX 75201

Rating By Financial Organization:

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

A M. Best
Weiss Ratings Inc
Standard & Poor's Corp.
Moody's Investors Service
Fitch IBCA, Duff and Phelps Ratings

Financial Information:

As of	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Total Assets	$882,950,324	$1,155,384,109	N/A
Total Liabilities	$576,219,997	$658,684,849	N/A
Asset to Liability Ratio	1.53	1.75	N/A
Capital	$5,000,000	$5,000,000	N/A
Net Surplus	$301,730,327	$491,699,260	N/A
Net Life Ins	N/A	N/A	N/A

Premiums:

As of.	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Life and Annuities	N/A	N/A	N/A
Accident and Health	$0	$0	N/A
Property and Casualty	$4,583,359	$12,416,398	N/A
Total Texas Premium	$4,583,359	$12,416,398	N/A
National Premium	$493,911,531	$628,657,838	N/A

Complaint Information:

When considering the company's complaint index and ratio, be sure to review the company history information displayed below for recent acquisitions, mergers, or other events that may affect the figures displayed for this company.

	DEC 31, 2006		DEC 31, 2007		JAN 31, 2008
Justified Complaints					
Life and Annuity	0		0		0
Accident and Health	0		0		0
Homeowner	0		0		0
Automobile	0		1		0
Complaint Ratio/Index	Ratio	Index	Ratio	Index	
Life and Annuities	.0000	.0000	.0000	.0000	N/A
Accident and Health	.0000	.0000	.0000	.0000	N/A
Homeowner	.0000	.0000	.0000	.0000	N/A
Automobile	.0000	.0000	.0907	5.9087	N/A

Justified Complaints. the number of justified complaints closed against the company for the line of insurance and year indicated. A complaint is justified if there is an apparent violation of a policy provision, contract provision, rule, or statute, or there is a valid concern that a prudent layperson would regard as a practice or service that is below customary business or medical practice.

Complaint Ratios: the ratio, expressed as a percentage, is the number of closed justified complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index: indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance

company or HMO that hired the TPA. If a bonafide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

Date	Event
01-26-1998	ADDED OCEAN MARINE AND REINSURANCE ON ALL LINES AUTHORIZED TO BE WRITTEN ON A DIRECT BASIS INSURANCE.
08-07-1996	REDOMESTICATED FROM CHICAGO, ILLINOIS TO STAMFORD, CONNECTICUT BY WAY OF CHARTER AMENDMENT
05-24-1988	FORMERLY: HOME AND AUTOMOBILE INSURANCE COMPANY (05214).
05-24-1988	HOME AND AUTOMOBILE INSURANCE COMPANY

Company Officers:

Title	Name
President	Donald Frederick Wurster
Secretary	Forrest Nathan Krutter
Treasurer	Dale David Geistkemper

Texas Department of Insurance

333 Guadalupe St P O Box 149104 Austin, TX 78714-9104

TEXAS MUTUAL INSURANCE COMPANY

Table of Contents

General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Type of Entity	CL
Status of TX License	Active
NAIC Number	22945
TDI Company Number	5709
Company Type Code (Old / New)	05/73
FEIN:	742615873
Home City/State	Austin, TX
Origin.	Domestic
Date Incorporated/Organized.	
Date Licensed in Texas.	05/26/1992
Date License Cancelled	
Company Status	Normal Operations
Category	Fire & Casualty
Class Code.	Property & Casualty

Contact Information:

Mailing Address	6210 East Highway 290 Austin TX 78723 -1098
Office Number.	(512)224-3800
Toll Free Number	(800)859-5995
Fax Number	(512)224-3270

Types of Insurance Licensed to Write:

- W. C. Emp. Liability

Use of Credit:

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

[redacted]

Attorney for Service:

[redacted]

Please refer to Chapter 804 of the Texas Insurance Code (former Texas Insurance Code art. 1.36) for service of process procedures.

Rating By Financial Organization:

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

A M. Best
Weiss Ratings Inc
Standard & Poor's Corp.
Moody's Investors Service
Fitch IBCA, Duff and Phelps Ratings

Financial Information:

As of.	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Total Assets	$2,899,582,659	$3,303,272,326	N/A
Total Liabilities	$1,762,144,620	$2,041,675,546	N/A
Asset to Liability Ratio	1.65	1.62	N/A
Capital	$0	$0	N/A
Net Surplus	$1,137,438,039	$1,261,596,780	N/A
Net Life Ins	N/A	N/A	N/A

Premiums:

As of	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Life and Annuities	N/A	N/A	N/A
Accident and Health	$0	$0	N/A
Property and Casualty	$701,956,102	$743,095,200	N/A
Total Texas Premium	$701,956,102	$743,095,200	N/A
National Premium	$701,956,102	$743,095,200	N/A

Complaint Information:

When considering the company's complaint index and ratio, be sure to review the company history information displayed below for recent acquisitions, mergers, or other events that may affect the figures displayed for this company.

	DEC 31, 2006		DEC 31, 2007		JAN 31, 2008
Justified Complaints					
Life and Annuity	0		0		0
Accident and Health	0		0		0
Homeowner	0		0		0
Automobile	0		0		0
Complaint Ratio/Index	Ratio	Index	Ratio	Index	
Life and Annuities	.0000	.0000	.0000	.0000	N/A
Accident and Health	.0000	.0000	.0000	.0000	N/A
Homeowner	.0000	.0000	.0000	.0000	N/A
Automobile	.0000	.0000	.0000	.0000	N/A

Justified Complaints the number of justified complaints closed against the company for the line of insurance and year indicated. A complaint is justified if there is an apparent violation of a policy provision, contract provision, rule, or statute, or there is a valid concern that a prudent layperson would regard as a practice or service that is below customary business or medical practice.

Complaint Ratios· the ratio, expressed as a percentage, is the number of closed justified complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index. indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance company or HMO that hired the TPA. If a bonafide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

Date	Event
08-30-2001	TEXAS WORKERS' COMPENSATION INSURANCE FUND
08-30-2001	FORMERLY: TEXAS WORKERS' COMPENSATION INSURANCE FUND EFFECTIVE 9/1/2001 PURSUANT TO HB 3458, COMPANY CHANGED FROM BEING LICENSED UNDER ARTICLE

	5.76-3 TO CHAPTER 15 OF THE TEXAS INSURANCE CODE.
06-23-1999	PENALTY OF $10,000 FOR FAILING TO PROVIDE PREMIUM DISCOUNTS TO POLICYHOLDERS IN TEXAS.

Company Officers:

Title	Name
President	Russell Ray Oliver
Secretary	Delia Maria Reyes

Texas Department of Insurance

333 Guadalupe St P O Box 149104 Austin, TX 78714-9104

FEDERAL INSURANCE COMPANY

Table of Contents

General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Type of Entity	CL
Status of TX License	Active
NAIC Number:	20281
TDI Company Number	28750
Company Type Code (Old / New):	08/62
FEIN:	131963496
Home City/State	Indianapolis, IN
Origin	Foreign
Date Incorporated/Organized	02/01/1901
Date Licensed in Texas.	01/01/1904
Date License Cancelled	
Company Status:	Normal Operations
Category.	Fire & Casualty
Class Code:	Property & Casualty

Contact Information:

Mailing Address.	P O Box 1615 15 Mountain View Road Warren NJ 07061 -1615
Office Number	(908)903-2525
Toll Free Number.	
Fax Number	(908)903-3805

Types of Insurance Licensed to Write:

- Accident

- Air Physical Damage
- Aircraft Liability
- Allied Coverages
- Auto Liability
- Auto Physical Damage
- Boiler & Machinery
- Burglary & Theft
- Credit
- Employers'Liability
- Fidelity & Surety
- Fire
- Forgery
- Glass
- Hail
- Health
- Inland Marine
- Liability Other
- Livestock
- Ocean Marine
- Rain
- Reinsurance All Lines
- W. C. Emp. Liability

Use of Credit:

To determine if a company uses credit information for private passenger automobile or homeowners insurance.

Attorney for Service:

C T Corporation System

350 North St Paul Street
Dallas TX 75201

Rating By Financial Organization:

The following organizations rate insurance companies on their financial strength and stability. Some of these companies charge for their services.

A.M. Best

Weiss Ratings Inc

Standard & Poor's Corp.

Moody's Investors Service

Fitch IBCA, Duff and Phelps Ratings

Financial Information:

As of	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Total Assets	$25,377,517,154	$28,363,071,383	N/A
Total Liabilities	$16,544,442,067	$17,086,324,021	N/A
Asset to Liability Ratio	1.53	1.66	N/A
Capital	$20,980,068	$20,980,068	N/A
Net Surplus	$8,812,095,019	$11,255,767,294	N/A
Net Life Ins	N/A	N/A	N/A

Premiums:

As of.	Dec 31, 2005	Dec 31, 2006	Dec. 31, 2007
Life and Annuities	N/A	N/A	N/A
Accident and Health	$6,971,324	$8,820,148	N/A
Property and Casualty	$304,988,981	$319,863,251	N/A
Total Texas Premium	$311,960,305	$328,683,399	N/A
National Premium	$5,930,796,565	$6,003,512,898	N/A

Complaint Information:

When considering the company's complaint index and ratio, be sure to review the company history information displayed below for recent acquisitions, mergers, or other events that may affect the figures displayed for this company.

	DEC 31, 2006		DEC 31, 2007		JAN 31, 2008
Justified Complaints:					
Life and Annuity	0		0		0
Accident and Health	0		0		0
Homeowner	0		0		0
Automobile	1		0		0
Complaint Ratio/Index	Ratio	Index	Ratio	Index	
Life and Annuities	.0000	.0000	.0000	.0000	N/A
Accident and Health	.0000	.0000	.0000	.0000	N/A
Homeowner	.0000	.0000	.0000	.0000	N/A
Automobile	.0129	.5936	.0000	.0000	N/A

Justified Complaints the number of justified complaints closed against the company for the line of insurance and year indicated. A complaint is justified if there is an apparent violation of a policy provision, contract provision, rule, or statute, or there is a valid concern that a prudent layperson would regard as a practice or service that is below customary business or medical practice.

Complaint Ratios: the ratio, expressed as a percentage, is the number of closed justified complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance company or HMO that hired the TPA. If a bonafide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

Date	Event
05-31-2006	PENALTY OF $10,000 PAID BY COMPANY, CHUBB INDEMNITY INSURANCE COMPANY, CHUBB NATIONAL INSURANCE COMPANY, GREAT NORTHERN INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY AND VIGILANT INSURANCE COMPANY FOR FAILURE TO SUBMIT COMPLETE AND CORRECT WORKERS' COMPENSATION EXCESSIVE PROFIT FILINGS IN FLORIDA.
01-07-2005	PENALTY OF $25,000 FOR VIOLATIONS FOUND AFTER A MARKET CONDUCT REVIEW IN TEXAS.
10-05-2004	PENALTY OF $175,000 PAID BY COMPANY AND GREAT NORTHERN INSURANCE COMPANY FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN MARYLAND.
08-05-2003	PENALTY OF $67,635, PAID BY COMPANY, CHUBB INDEMNITY INSURANCE COMPANY, CHUBB NATIONAL INSURANCE COMPANY, GREAT NORTHERN INSURANCE COMPANY, NORTHWESTERN PACIFIC INDEMNITY COMPANY, PACIFIC INDEMNITY COMPANY, AND VIGILANT INSURANCE COMPANY FOR CONTINUED VIOLATIONS DETAILED IN CONSENT AND ORDER LEVYING FINE NO. D2000-04, DATED JUNE 19, 2000, IN WASHINGTON.
08-04-2003	PENALTY OF $50,000 PAID BY COMPANY, GREAT NORTHERN INSURANCE COMPANY, AND CHUBB INDEMNITY INSURANCE COMPANY FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN PENNSYLVANIA.
04-15-2003	PENALTY OF $403,652.50 PAID BY COMPANY, GREAT NORTHERN INSURANCE COMPANY, NORTHWESTERN PACIFIC INDEMNITY COMPANY, PACIFIC INDEMNITY COMPANY, AND VIGILANT INSURANCE COMPANY FOR VIOLATIONS FOUND DURING AN EXAMINATION OF COMPANIES' RATING AND UNDERWRITING PRACTICES IN CALIFORNIA.
03-12-2002	PENALTY OF $35,121 PAID BY COMPANY, CHUBB INDEMNITY INSURANCE COMPANY, EXECUTIVE RISK INDEMNITY, INC., GREAT NORTHERN INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY AND VIGILANT INSURANCE COMPANY FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN MISSOURI.
06-15-2001	PENALTY OF $55,000 FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN ARIZONA.
05-17-2000	PENALTY OF $7,500 FOR FAILURE TO TIMELY FILE DATA OR INFORMATION IN TEXAS.
08-22-1997	PENALTY OF $9,200 FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN FLORIDA.
06-30-1997	PENALTY OF $600,000 PAID BY COMPANY, NORTHWESTERN PACIFIC INDEMNITY COMPANY, PACIFIC INDEMNITY COMPANY AND VIGILANT INSURANCE COMPANY FOR

	VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN CALIFORNIA.
03-29-1996	PENALTY OF $15,000 FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN PENNSYLVANIA.
05-17-1995	PENALTY OF $5,497.52 FOR FAILURE TO FILE 1994 FIRE MARSHALL TAX STATEMENT IN A TIMELY MANNER IN ILLINOIS.
03-14-1994	PENALTY OF $37,000 FOR VIOLATIONS FOUND DURING AN EXAMINATION IN GEORGIA.
01-06-1994	PENALTY OF $31,250 FOR VIOLATIONS REGARDING COMMERCIAL MUTLI-PERIL INSURANCE POLICIES IN NEW YORK.
12-21-1993	PENALTY OF $10,900 FOR VIOLATIONS REGARDING THE TERMINATION OF CERTAIN AUTOMOBILE INSURANCE POLICIES IN CONNECTICUT.
09-10-1993	PENALTY OF $21,658 FOR SETTLING ALLEGED INSURANCE TAX LIABILITY IN FLORIDA.
07-01-1993	EFFECTIVE 04/01/1989 PARTIALLY REINSURED STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA (79350) WORCESTER, MASSACHUSETTS
06-10-1993	PENALTY OF $26,205 FOR WRITING POLICIES WITH A RATE NOT IN CONFORMITY WITH THE RATE APPROVED BY THE BOARD IN OKLAHOMA.
08-21-1992	PENALTY OF $10,000 PAID BY COMPANY, GREAT NORTHERN INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY AND VIGILANT INSURANCE COMPANY FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN ARIZONA.
07-31-1990	REDOMESTICATED FROM WARREN, NEW JERSEY TO INDIANAPOLIS, INDIANA BY WAY OF CHARTER AMENDMENT ALSO ADDED HAIL-GROWING CROPS ONLY, RAIN, EMPLOYERS' LIABILITY, LIVESTOCK AND REINSURANCE
06-19-1986	MOVED HOME OFFICE FROM SHORT HILL, NEW JERSEY TO WARREN, NEW JERSEY
06-16-1953	UNITED STATES GUARANTEE COMPANY (04338) NEW YORK CITY, NEW YORK MERGED INTO COMPANY

Company Officers:

Title	Name
President	Thomas Firouz Motamed
Secretary	William Andrew Macan
Treasurer	Douglas Alan Nordstrom

Best's Rating Center

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Scottsdale Insurance Company

(a member of Nationwide Group)
A.M.Best #: 03292 NAIC #: 41297 FEIN #: 311024978

Address 8877 North Gainey Center Drive
Scottsdale, AZ 85258-2108

Phone 614-249-1545
Fax 614-277-5501
Web www.scottsdaleins.com

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders

Best's Ratings

Financial Strength Ratings View Definitions

Rating **A+ (Superior)**
Affiliation Code **p (Pooled)**
Financial Size Category **XV** ($2 Billion or greater)
Outlook **Stable**
Action: **Affirmed**
Effective Date **February 05, 2007**

Issuer Credit Ratings View Definitio

Long-Term **aa-**
Outlook **Stable**
Action. **Affirmed**
Date: **February 05, 2007**

* *Denotes Under Review Best's Ratings*

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AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Compan
Best's Financial Strength Rating and rationale along with comprehensive analytical commen
business overview and key financial data
Report Revision Date: 02/26/2007 (represents the latest significant change)
Historical Reports are available in AMB Credit Report - Insurance Professional (Unabridged)

Best's Executive Summary Reports (Financial Overview) - available in three versions, th
style reports feature balance sheet, income statement, key financial performance tests inclu
liquidity and reserve analysis
Data Status: 2007 Best's Statement File - P/C, US. Contains data compiled as of 1/29/2008
Checked)

- **Single Company** - five years of financial data specifically on this company
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to companies you select
- **Composite** - evaluate this company's financials against a peer group composite. Report average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data pr
colorful charts and tables Each report also features the latest Best's Ratings, Rating Rationa
from our Business Review commentary.
Data Status: Contains data compiled as of 1/29/2008 (Quality Cross Checked)

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating
as provided in Best's Key Rating Guide products
Data Status: 2006 Financial Data (Quality Cross Checked)

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada

Best's Statement File - P/C, US
Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada
Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Regulatory Center Market Share Reports
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National Liability & Fire Insurance Co

(a member of Berkshire Hathaway Insurance Group)
A.M.Best #: 00481 NAIC #: 20052 FEIN #: 362403971

Address 3024 Harney Street
Omaha, NE 68131

Phone 402-536-3000
Fax 402-536-3350
Web www nationalindemnity com

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders

Best's Ratings

Financial Strength Ratings View Definitions

Rating: **A++ (Superior)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV** ($2 Billion or greater)
Outlook. **Stable**
Action **Affirmed**
Effective Date **May 16, 2007**

Issuer Credit Ratings View Definitio

Long-Term. **aaa**
Outlook **Stable**
Action. **Affirmed**
Date: **May 16, 2007**

* *Denotes Under Review Best's Ratings*

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for Secure-Rated Insurers
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Best's Financial Strength Rating and rationale along with comprehensive analytical commen
business overview and key financial data
Report Revision Date: 07/23/2007 (represents the latest significant change)
Historical Reports are available in AMB Credit Report - Insurance Professional (Unabridged)

Best's Executive Summary Reports (Financial Overview) - available in three versions, th
style reports feature balance sheet, income statement, key financial performance tests inclu
liquidity and reserve analysis
Data Status: 2007 Best's Statement File - P/C, US Contains data compiled as of 1/29/2008
Checked)

- **Single Company** - five years of financial data specifically on this company
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to companies you select
- **Composite** - evaluate this company's financials against a peer group composite Report average and total composite of your selected peer group

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from our Business Review commentary
Data Status: Contains data compiled as of 1/29/2008 (Quality Cross Checked)

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating as provided in Best's Key Rating Guide products.
Data Status: 2006 Financial Data (Quality Cross Checked).

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada

Best's Statement File - P/C, US
Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada
Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Regulatory Center Market Share Reports
Best's Schedule P (Loss Reserves) - P/C, US

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A M Best Worldwide Headquarters, Ambest Road, Oldwick, New Jersey, 08858, U S A

Texas Mutual Insurance Company

A.M.Best #: 11453 NAIC #: 22945 FEIN #: 742615873

Address 6210 East Highway 290
Austin, TX 78723

Phone 512-224-3800
Fax 800-359-0650
Web www.texasmutual.com

Best's Ratings

Financial Strength Ratings View Definitions

Rating **NR-5 (Not Formally Followed)**
Action: **Affirmed**
Effective Date **June 21, 2007**

Issuer Credit Ratings View Definitio

Long-Term: **nr**
Action. **Other**
Date **June 21, 2007**

* *Denotes Under Review Best's Ratings*

Reports and News

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Best's Financial Strength Rating and rationale along with comprehensive analytical comment
business overview and key financial data
Report Revision Date: 06/21/2007 (represents the latest significant change).
Historical Reports are available in AMB Credit Report - Insurance Professional (Unabridged)

Best's Executive Summary Reports (Financial Overview) - available in three versions, th
style reports feature balance sheet, income statement, key financial performance tests includ
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Data Status: 2006 Financial Data (Quality Cross Checked)

Financial and Analytical Products

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Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada

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Federal Insurance Company

(a member of Chubb Group of Insurance Companies)
A.M.Best #: 02084 NAIC #: 20281 FEIN #: 131963496

Address P.O Box 1615
Warren, NJ 07061-1615

Phone 908-903-2525
Fax 908-903-3805
Web www chubb com

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders

Best's Ratings

Financial Strength Ratings View Definitions

Rating: **A++ (Superior)**
Affiliation Code **g (Group)**
Financial Size Category. **XV** ($2 Billion or greater)
Outlook **Stable**
Action: **Affirmed**
Effective Date **October 31, 2007**

Issuer Credit Ratings View Definitio

Long-Term: **aa+**
Outlook: **Stable**
Action: **Affirmed**
Date **October 31, 2007**

* *Denotes Under Review Best's Ratings*

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business overview and key financial data
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Best's Statement File - P/C, US
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Publi( )rks Bid Tabulation Sheet

	Item:	Seeling Park Lighting				
	Date Opened:	Wednesday, November 21, 2007				
		Bond/ Check	Total Bid	Base Bid	Add Alternate 1	Add Alternate 2
1	Bosquez Electric LLC	ck	$76,754.45	$76,754.45		
2	Cato Electric Company	bond	$104,000.00	$104,000.00		
3	HSC Electric	bond	$105,000.00	$105,000.00		
4	United Enterprises General Contractors	bond	$81,273.00	$81,273.00		
5			$0.00			
6			$0.00			
7			$0.00			
8			$0.00			
			$0.00			

Witness Signature	Printed Name	Title	Department
	Lisa P. Woodard	Administrative Assistant II	CIMS
	Debbie Sittre	Contract Administrator	~~City Clerk~~ CIMS
	Francisco Molina	Administrative Assistant I	City Clerk
			CIMS

7, 8, 15, 18, 25

CMS or Ordinance Number: OR00000200801100002

TSLGRS File Code: 1000-05

Document Title:
ORD - APPROVING A TOTAL PROJECT AMOUNT OF $90,000.00, TO INCLUDE AWARDING A $76,754.45 CONSTRUCTION CONTRACT

Ordinance Date: 1/10/2008