SW/vv
06/18/15
Item #24

AN ORDINANCE 2015-06-18-0543

ACCEPTING THE LOWEST QUALIFIED BID AND AWARDING A CONSTRUCTION CONTRACT TO CGC GENERAL CONTRACTORS, INC. IN THE AMOUNT OF $793,802.88 IN CONNECTION WITH THE LEON CREEK GREENWAY TRAIL PROJECT FROM VALERO TRAILHEAD TO I-10, A 2010 PROPOSITION 2 SALES TAX INITIATIVE FUNDED PROJECT LOCATED IN COUNCIL DISTRICT 8; AND AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF THE LEON CREEK GREENWAY TRAIL PROJECT FROM VALERO TRAILHEAD TO I-10, WITHIN THEIR RIGHT-OF-WAY.

* * * * *

WHEREAS, the proposed construction project is part of a growing network of interconnected hike and bike trails on the Howard W. Peak Greenway Trails system, which has been funded through a portion of a 1/8-cent voter-approved sales tax since its inception in 2000; and

WHEREAS, the objectives of the program are to acquire and preserve open space along San Antonio creekways and to develop multi-use hike and bike trails, trailheads, signage and associated amenities for use by San Antonio residents and visitors; and

WHEREAS, this ordinance will authorize the construction of a hike and bike trail system along the Leon Creek Greenway Trail Project from Valero Trailhead to I-10 and will authorize the execution of an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to allow for the construction and maintenance of the Leon Creek Greenway improvements within TxDOT's right-of-way along Valero Trailhead to I-10; and

WHEREAS, the project will consist of approximately 0.63 miles of concrete trails, a trailhead, signage and associated trail amenities and improvements. Design work was performed by Slay Engineering Co., Inc.; and

WHEREAS, these improvements will become unique additions to the municipal park system's creekways program for hiking, biking, and other recreational uses; and

WHEREAS, the Request for Low Qualified Bids was advertised the third and fourth week of April 2015 in the Hart Beat, the Texas Electronic State Business Daily, the City's website, and announced on the City's public access station TVSA; and

WHEREAS, five bids were received and after reviewing the bidders' qualifications and conducting interviews, CGC General Contractors, Inc. was selected with the lowest qualified bid of $793,802.88; and

WHEREAS, a standard construction contract will be executed and a summary of the bids is shown on Exhibit 1; and

WHEREAS, CGC General Contractors, Inc. currently has three annual contracts with the City; and

WHEREAS, it is anticipated that construction will begin in July 2015 and will be completed by February 2016; and

WHEREAS, this contract will be awarded in compliance with the Small Business Economic Development Advocacy (SBEDA) Program, which requires contracts be reviewed by a Goal Setting Committee to establish a requirement and/or incentive unique to the particular contract in an effort to maximize the amount of small, minority, and women-owned business participation on the contract;

WHEREAS, the Goal Setting Committee set a 23% Minority/Women Business Enterprise (M/WBE) subcontracting goal, and a 2% African American Business Enterprise (AABE) subcontracting goal; and

WHEREAS, CGC General Contractors, Inc. has committed to 23% M/WBE, and 2% AABE subcontractor participation; and

WHEREAS, CGC General Contractors, Inc. is also a SBEDA eligible, certified small business enterprise (SBE); **NOW THEREFORE:**

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

SECTION 1. The lowest responsive qualified bid in the amount of $793,802.88 from CGC General Contractors, Inc. in connection with the Leon Creek Greenway Trail Project from Valero Trailhead to I-10, is hereby accepted. The contract described herein shall become effective upon the deposit of all required bonds and insurance certificates so long as such deposits are accomplished within sixty (60) days from the effective date of this ordinance. A copy of the contractor's executed Formal Invitation for Bids and Contract is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or her designee, or the Director of the Department of Parks and Recreation or his designee, is further authorized to execute an Advance Funding Agreement with the Texas Department of Transportation to allow for the construction and maintenance of the Leon Creek Greenway Trail Project from Valero Trailhead to I-10, within their right-of-way. A copy of the funding agreement is attached, in substantially final form, and incorporated herein for all purposes as **Attachment II.**

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SECTION 3. Payment in the amount of $793,802.88 in SAP Fund 40005000, Park Improvements, SAP Project Definition 26-00613, Leon Greenway to Salado Greenway Connect, is authorized to be encumbered and made payable to CGC General Contractors, Inc. for construction services.

SECTION 4. 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 5. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**24 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the lowest qualified bid and awarding a construction contract to CGC General Contractors in the amount of $793,802.88 in connection with the Leon Creek Greenway Trail Project from Valero Trailhead to I-10, a 2010 Proposition 2 Sales Tax Initiative funded project located in Council District 8; and authorizing an Advance Funding Agreement with Texas Department of Transportation to allow for the construction and maintenance of the Leon Creek Greenway Trail Project from Valero Trailhead to I-10, within their rights-of-way. [Xavier Urrutia, Interim Assistant City Manager; Janet Martin, Acting Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

CITY OF SAN ANTONIO

Issued By: Transportation and Capital Improvements **Date Issued: April 20, 2015**
ID NO.: 26-00613

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT LEON CREEK GREENWAY (VALERO TRAILHEAD TO IH-10) #26-00613

Sealed bids, 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 San Antonio, Tx 78205 until **2:00 P.M. CST** on **Tuesday, May 12, 2015** (solicitation deadline) and publicly read aloud in **City Council Chambers, 114 W. Commerce, Municipal Plaza Building**. Bids must be submitted in a sealed envelope and clearly marked with the bidder's 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-bid meeting will be held at the Valero Trailhead, 5902 North West Loop 1604 on April 28, 2015, at 8:30 a.m. Deadline for questions is May 1, 2015 at 4.00 P.M.

This invitation includes the following Contract Documents:

010	Invitation for Bids and Contract Signature Page	◘	Subcontractor/Supplier Utilization Plan
020	Bid Form	060	Supplemental Conditions
025	Unit Pricing Form	075	Performance Bond
030	Qualification Questionnaire	076	Payment Bond
040	Standard Instructions to Respondent	081	General Conditions for Construction Contracts
050	SBEDA Guidelines	◘	Wage Decision

Plans, Specifications and Special Conditions may be purchased at a cost of **$100.00** per set (tax included) from the office of **Slay Engineering Co., Inc., 123 Altgelt Avenue, San Antonio, Texas 78201; (210) 734-4388**. No refund will be made for plan sets that are returned. Changes to Plans, Specifications and Special Conditions will be included in an addendum and will be posted on the web at **http://www.sanantonio.gov/purchasing/biddingcontract/opportunities.aspx** along with this solicitation. 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 with original signatures) constitute the required information to be submitted as a part of the bid proposal:

010	Invitation for Bids and Contract Signature Page	◘	Bid Bond
020	Bid Form	◘	Subcontractor/Supplier Utilization Plan
025	Unit Pricing Form	◘	Signed Addenda Acknowledgement Forms
030	Qualification Questionnaire		

This is a Qualified Low Bid Solicitation. It is understood and agreed that the work is to be substantially completed on or before **180** calendar days. This project includes hazardous environmental work. This project requires 2 project sign(s).

Small Business Economic Development Advocacy (SBEDA) Program Compliance – Respondents shall meet the subcontracting requirements as stated on Form 050.01 and on the Subcontractor/Supplier Utilization Plan posted with this solicitation on the City's website.

Wage Decision – Respondent shall meet the prevailing wage rate requirements established for this contract and shall reference the wage decision posted with this solicitation on the City's website.

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 received & 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 the tables above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company (legal): CGC General Contractors

[signature] / 5-12-15 Signer's Name: William Cleary
Original Signature of Person Authorized to Sign Bid/Contract Date (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: Leon Creek Greenway North (Valero Trailhead to IH-10
ID NO.: 26-00613-01-10

Date Issued: April 20, 2015
Page 1 of 1

The estimated construction budget for this contract is $820,000

020

BID FORM

I. BASE BID

Total Amount of Base Bid (Insert Amount in Words and Numbers):

Seven hundred Ninety three thousand Eight hundred two and 85/100 $ 793,802.85

II. UNIT PRICES

Bidders shall submit unit pricing on the 025 Unit Pricing form, and it shall be attached immediately following this sheet.

CGC Official Name of Company (legal)	210-733-3600 Telephone No.
239 Fur Dr. Address	210-732-0807 Fax No.
San Antonio, Tx. 78201 City, State and Zip Code	bill@cgcgeneralcontractors.com E-mail Address

Name of the proposed **Project Manager: William Cleary**

Name of the proposed **Site Superintendent: Robert Mellard**

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
2015 MAY 12 PM 1:35

CITY OF SAN ANTONIO

025 UNIT PRICING FORM

PROJECT NAME: LEON CREEK GREENWAY
PROJECT NO. 26-00613

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT
	The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.				
1	SILT FENCE	LF	3,300	$ 2.62	$ 8,650.13
2	GRAVEL FILTER BAGS	LF	20	$ 12.82	$ 256.30
3	ROCK FILTER DAM, TYPE 4	LF	120	$ 17.48	$ 2,097.00
4	CONSTRUCTION EXIT, TYPE 1	SY	100	$ 17.48	$ 1,747.50
5	TREE PROTECTION, ± 141 trees	LS	1	$ 2,563.00	$ 2,563.00
6	TRUCK WASHDOWN AREA	EA	1	$ 1,747.50	$ 1,747.50
7	CONCRETE TRUCK WASHOUT PIT	EA	1	$ 640.75	$ 640.75
8	SAW CUT EXISTING ASPHALT PAVEMENT	LF	20	$ 11.65	$ 233.00
9	TREE REMOVAL	EA	40	$ 145.63	$ 5,825.00
10	INVASIVE PLANT REMOVAL IN TRAIL CORRIDOR (40' WIDE STRIP)	SY	11,100	$ 0.79	$ 8,793.42
11	CLEAR & GRUB SURFACE VEGETATION (20' WIDE STRIP)	SY	7,400	$ 9.90	$ 73,278.50
12	MISCELLANEOUS DEBRIS REMOVAL IN TRAIL CORRIDOR (40' WIDE STRIP)	SY	14,890	$ 0.58	$ 8,673.43
13	TREE PRUNING, ± 141 TREES	LS	1	$ 5,825.00	$ 5,825.00
14	EXCAVATION FOR TRAIL	CY	1,189	$ 6.99	$ 8,311.11
15	EXCAVATION TRENCHING FOR TOE WALLS, 8"-24" DEPTH	LF	3,100	$ 3.50	$ 10,834.50
16	EXCAVATION TRENCHING FOR TOE WALLS, GREATER THAN 24" DEEP	LF	250	$ 6.99	$ 1,747.50
17	EMBANKMENT/FILL	CY	594	$ 9.32	$ 5,536.08
18	HOT MIX ASPHALTIC CONCRETE, TYPE "B", 5" THICK	SY	1,296	$ 31.59	$ 40,946.86
19	HOT MIX ASPHALTIC CONCRETE, TYPE "D", 2" THICK	SY	1,203	$ 12.64	$ 15,206.22
20	TACK COAT	GAL	120	$ 6.99	$ 838.80
21	GEOGRID, TX 140	SY	1,296	$ 8.91	$ 11,550.28
22	CAR STOP	EA	21	$ 52.43	$ 1,100.93
23	HANDICAP PARKING SIGN	EA	1	$ 250.48	$ 250.48
24	HANDICAP PARKING SYMBOL ON PAVEMENT	EA	1	$ 34.95	$ 34.95
25	4 INCH WIDE WHITE LINE	LF	656	$ 1.11	$ 726.03
26	CONCRETE CURB, 6" HIGH	LF	347	$ 18.64	$ 6,468.08
27	REMOVE CONCRETE CURB	LF	46	$ 4.66	$ 214.36
28	CURB, FLUSH	LF	208	$ 17.48	$ 3,634.80
29	NO PARKING SIGN	EA	1	$ 250.48	$ 250.48
30	BOLLARD	EA	2	$ 873.75	$ 1,747.50
31	CONCRETE WALK	SY	28	$ 55.34	$ 1,549.45
32	WOOD FENCE REMOVAL	LF	40	$ 11.65	$ 466.00

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: LEON CREEK GREENWAY
PROJECT NO. 26-00613

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT
33	NEW WOOD FENCE	LF	12	$ 40.78	$ 489.30
34	PIPE GATE	LS	1	$ 3,728.00	$ 3,728.00
35	GRADING	CY	1,070	$ 23.30	$ 24,931.00
36	SOD	SY	1,917	$ 3.69	$ 7,079.58
37	TOPSOIL	CY	213	$ 23.30	$ 4,962.90
38	RELOCATE EXISTING ELECTRICAL: PANEL, POLES, GUYS AND OVERHEAD; COMPLETE	LS	1	$ 6,757.00	$ 6,757.00
39	ELECTRICAL AND LIGHTING COMPLETE W/ 4 LIGHTPOLES	LS	1	$ 22,368.00	$ 22,368.00
40	CONCRETE POLE BASES	EA	4	$ 1,165.00	$ 4,660.00
41	ADJUST IRRIGATION SPRINKLER SYSTEM	LS	1	$ 6,137.22	$ 6,137.22
42	CONCRETE TRAIL, 5" THICK	SY	3,980	$ 41.94	$ 166,921.20
43	CONCRETE TRAIL EDGE FOR TRAIL BEAM (TOE WALL), 8"-24" DEPTH	LF	3,100	$ 3.50	$ 10,834.50
44	CONCRETE TRAIL EDGE FOR TRAIL BEAM (TOE WALL), GREATER THAN 24" DEEP	LF	250	$ 4.66	$ 1,165.00
45	CONCRETE TRAILHEADS, NODES & TURN OUT/REST AREAS, 5" THICK	SY	200	$ 6.70	$ 1,339.75
46	FLEXIBLE BASE FOR TRAIL, 3" THICK	SY	4,180	$ 8.91	$ 37,253.21
47	12 INCH WIDE WHITE LINE, CROSSWALK BORDER	LF	40	$ 2.04	$ 81.55
48	16 INCH WIDE WHITE LINE, CROSSWALK	LF	50	$ 2.62	$ 131.06
49	WHEEL CHAIR RAMP (WCR) - DETECTABLE WARNING SURFACE	EA	2	$ 436.88	$ 873.75
50	REMOVABLE BOLLARD	EA	2	$ 1,048.50	$ 2,097.00
51	R1-1 STOP SIGN	EA	2	$ 250.48	$ 500.95
52	W11-15 CROSSWALK SIGN	EA	4	$ 163.10	$ 652.40
53	W11-15P TRAIL CROSSING SIGN	EA	4	$ 60.58	$ 242.32
54	W16-2 300 FEET SIGN	EA	2	$ 96.70	$ 193.39
55	W16-7 DIAGONAL ARROW SIGN	EA	2	$ 68.74	$ 137.47
56	FLASHER BEACON ASSEMBLY- TYPE S	EA	2	$ 7,106.50	$ 14,213.00
57	MINI-KIOSK STRUCTURE (BLOCK) FOR SINGLE PANEL WITH MAP	EA	1	$ 1,747.50	$ 1,747.50
58	PARK REGULATIONS SIGN WITH METAL FRAME PER Sht. C78	EA	1	$ 2,912.50	$ 2,912.50
59	MUTT MITT DISPENSER, POST & ASSEMBLY	EA	1	$ 320.38	$ 320.38
60	TRASH RECEPTACLE (DBL CAN)	EA	1	$ 2,679.50	$ 2,679.50
61	IMPORT BOULDERS, TRAFFIC CONTROL	EA	31	$ 524.25	$ 16,251.75
62	IMPORT BOULDERS, SEATING	EA	11	$ 524.25	$ 5,766.75
63	IMPORT BOULDERS, RETAINING WALL, 6" TO 3'-6" HIGH;1222 SF-WALLFACE;H=2.1' Avg.	LF	594	$ 73.40	$ 43,596.63
64	MILE MARKER SIGN, PER QUARTER MILE WITH METAL POLE PER DETAILS 1& 2, Sht C80	EA	2	$ 1,077.63	$ 2,155.25
65	SHARP TURN AHEAD SIGN	EA	8	$ 291.25	$ 2,330.00
66	BLIND TURN AHEAD SIGN WITH 100 LF CENTERLINE PER SIGN	EA	8	$ 320.38	$ 2,563.00
67	CREEK CROSSING AHEAD SIGN WITH METAL POLE PER DETAILS 1 & 2, Sht. C80	EA	2	$ 990.25	$ 1,980.50
68	SHARE TRAILS - SIGN PANEL WITH METAL POLE PER DETAILS 1 & 2, Sht. C80	EA	1	$ 990.25	$ 990.25

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: LEON CREEK GREENWAY
PROJECT NO. 26-00613

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT
69	PLAY IT SAFE - SIGN PANEL WITH METAL POLE PER DETAILS 1 & 2, Sht. C80	EA	1	$ 990.25	$ 990.25
70	SPREAD STRIPPED SOIL	CY	530	$ 5.83	$ 3,087.25
71	FINE GRADE	SY	3,725	$ 1.17	$ 4,339.63
72	NATIVE MIX-HYDROMULCH	SY	7,445	$ 0.82	$ 6,071.40
73	SOD	SY	1,490	$ 3.69	$ 5,502.64
74	TEMPORARY IRRIGATION (WATER TRUCK)	MO	3	$ 5,825.00	$ 17,475.00
75	CULVERT #1 w/2-12"PIPES, HEADWALLS/WINGWALLS & APRONS	LS	1	$ 7,223.00	$ 7,223.00
76	CULVERT #2 w/1-18"PIPE, HEADWALLS/WINGWALLS & APRONS	LS	1	$ 7,223.00	$ 7,223.00
77	CULVERT #3 w/1-18"PIPE, HEADWALLS/WINGWALLS & APRONS	LS	1	$ 7,223.00	$ 7,223.00
78	CULVERT #4 w/3'x2' MBC W/ HEADWALLS/WINGWALLS & APRONS	LS	1	$ 20,387.50	$ 20,387.50
79	CULVERT #5 w/2-12"PIPES, HEADWALLS/WINGWALLS & APRONS	LS	1	$ 7,223.00	$ 7,223.00
80	CULVERT #6 w/6'x3' MBC, HEADWALLS/WINGWALLS & APRONS	LS	1	$ 36,464.50	$ 36,464.50
81	PROJECT SIGN	LS	1	$ 524.25	$ 524.25
82	MOBILIZATION, INSURANCE, BOND, BARRICADES & WARNING SIGNS @ ±15%	LS	1	$ 37,280.00	$ 37,280.00
				Total Bid Amount	$ 793,802.88

J. William Cleary certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

J. William Cleary Acknowleged and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts. J. William Cleary agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed: [signature] Date: 5-12-15

Title: Vice President

EXPERIENCE AND QUALIFICATIONS

Prospective bidders must document that they are responsible, qualified, capable, bondable, etc., to fulfill and abide by the specifications listed herein, and have the capability and capacity, in all respects, fully to satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City on any prior projects nor have any litigation with the City for any construction project.

1. All bidders' facilities, personnel and equipment may be subject to inspection before contract award.

2. Bids only will be considered from responsive businesses with experience in working on similar improvements and a demonstrated successful history in constructing projects with a similar scope to the proposed project (including clearing, excavation, concrete work, asphalt paving, grading and landscaping).

3. Bidders shall demonstrate the following minimum qualifications to be eligible to bid on this project:
   A. Construction experience working in a restricted area of work due to protection of native plant material.
   B. Experience with projects that involve heavy foot traffic with public access to open adjacent portions of a park.
   C. Knowledge and/or experience working with City of San Antonio tree preservation and landscaping regulations.
   D. Knowledge of Federal ADA requirements and Texas Department of Licensing Regulations for site and park improvements.

4. Bidders shall list the number of years its organization has been doing business as a construction general contractor: 23 year. If less than three (3) years, on a separate page submitted with your bid, kindly explain your organization's construction general contractor history.

RELEVANT (SIMILAR) EXPERIENCE PROJECT SHEETS:

Bidder shall include a project sheet for, at minimum, three (3) previous projects with similar scope that have been successfully completed within the last five (5) years that demonstrate the required project experience and qualifications listed above.

Each project sheet shall include:

- The Project name;
- Project scope, location;
- References (owner name with a phone number and email address);
- Original and final contract amount;
- Date of final completion;
- Names of project manager, superintendent, estimator and project engineer.

Bids submitted without required experience or equivalent experience, and documentation of similar projects, as stated herein, may be disqualified.

Salado Creek Greenway
Northern Segment
Hardberger Park to West Avenue

City of San Antonio

Project Description:	Selective Demolition, selective clearing, selective pruning, asphalt concrete, and decomposed granite paving, grading, approx. 2.5 miles of accessible concrete trails, low water crossings, signage, cip and stone retaining walls, and re-vegetation.		
Owner:	City of San Antonio	Owner Contact:	Agdel Rivera 210-207-4073
Architect:	RVK Architects	Architect Contact:	Joe Cannata 210-733-3535
Original Contract Amount:	$ 2,010,207.00	Final Contract Amount:	$ 2,010,207.00
Completion Date:	December 2013		

Phil Hardberger Park Ph 2
City of San Antonio

Project Description:	Consists of the construction of selective clearing, selective pruning, concrete paving, decomposed granite paving, basketball courts, playgrounds, grading, accessible trails,signage, picnic tables and grills, irrigation, and landscaping.		
Owner:	City of San Antonio	Owner Contact:	Pat Schneider (210) 207-8466
Architect:	Stephen Stimson Associates	Architect Contact:	Tom Lee (508) 548-8119
Original Contract Amount:	$1,555,930.00	Final Contract Amount:	$1,639,680.95
Completion Date:	August, 2010		

Phil Hardberger Park Ph 1A
City of San Antonio

Project Description:	Consists of the construction of selective demolition, selective clearing, selective pruning, asphalt and concrete paving, grading, accessible parking, accessible trails, wood decks and bridges, signage and security site lighting, irrigation, and landscaping.		
Owner:	City of San Antonio	Owner Contact:	Pat Schneider (210) 207-8466
Architect:	Stephen Stimson Associates	Architect Contact:	Tom Lee (508) 548-8119
Original Contract Amount:	$2,238,424.00	Final Contract Amount:	$2,453,791.87
Completion Date:	May, 2010		

Liberty Mutual. SURETY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

6918751

CONTRACTOR:
(Name, legal status and address)
CGC General Contractors, Inc. dba CGC
239 Furr Drive
San Antonio, TX 78201

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of San Antonio - City Clerk
PO Box 839966
100 Military Plaza, 2nd Floor
San Antonio, TX 78205

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Leon Creek Greenway (Valero Trailhead to IH-10)
5902 North West Loop 1604, San Antonio, TX (Bexar County)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May , 2015 .

(Witness)

(Witness)

CGC General Contractors, Inc. dba CGC
(Principal) *(Seal)*

(Title) President

Liberty Mutual Insurance Company
(Surety)

(Title) David E. Sund, Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6918751

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2015.

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV.–OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 20 15.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

Liberty Mutual.
SURETY

Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.

NOTIFICACION IMPORTANTE

PARA OBTENER INFORMACION O REALIZAR UNA QUEJA:

Usted puede escribir la notificación y dirigirla a Liberty Mutual Surety en la siguiente dirección:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

Usted puede contactar al Departamento de Seguros de Texas para obtener informacion acerca de las compañías, coberturas, derechos o quejas:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a la siguiente dirección:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

Disputas acerca de primas o reclamos

En caso de que usted quiera elevar una disputa concerniente al tema de primas, por favor contacte en primer lugar a su agente. Si el tema de la disputa es relativo a un reclamo, por favor contacte a la compañía de seguros en primer término. Si usted considera que la disputa no es apropiadamente resuelta en estas instancias, entonces usted puede contactar al Departamento de Seguros de Texas..

Adjunte esta notificacion a su póliza:

Esta notificación es a los solos fines de su información y la misma no forma parte o condiciona de manera alguna el documento adjunto.

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Leon Creek Greenway North (Valero Trailhead to IH-10)***

RESPONDENT NAME: CGC

SOLICITATION API: ***Minority / Women-Owned Business Enterprise (M/WBE) AND African American Business Enterprise (AABE) Subcontracting Programs***

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a ***twenty-three percent (23%) M/WBE subcontracting goal.*** Moreover, **two percent (2%)** out of the M/WBE subcontracting goal is to be subcontracted to **AABE firms.** Segmented AABE goals target the participation of AABEs within select industries (Construction, Professional Services & Other Services) as identified by the availability in the Central Vendor Registry. Participation by AABE subcontractors automatically counts toward the M/WBE subcontracting goal. Pursuant to the SBEDA Ordinance, M/WBEs and AABEs must also be certified as SBEs with the South Central Texas Regional Certification Agency (SCTRCA) and be headquartered or have a Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals.

Self-performance by M/WBE and/or AABE prime respondents does not count towards these subcontracting goals. Commitment to meet subcontracting requirements must be demonstrated by writing the **company name, SAePS vendor number of each subcontractor/supplier, dollar value or percentage of participation on the contract, and type of work to be performed****. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE and AABE subcontracting goals shall render its response NON-RESPONSIVE. For further clarification, please contact Irene Maldonado at (210) 207-8124.

Enter Respondent's (Prime) proposed contract participation level.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: CGC	$	77 %	WBE SBE ESBE	90924
SAePS Vendor #: 1004627	411,202.85		SCTRCA #: 214044195	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:Valram	$	%	MBE SBE	91347
SAePS Vendor #:	166,700.00	21	SCTRCA #: 214098946	
Sub:Straight Line Management	$	%	AABE MBE SBE WBE	98852
SAePS Vendor #:	15,900.00	2	SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

*** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.*

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

A.Total Prime Participation:	$ 611,202.85	77 %	*A. Total base bid amount to be kept by prime.*
B.Total Sub Participation:	$ 182,600.00	23 %	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*
C.Total Certified Sub Participation:	$ 182,600.00	23 %	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*
D.Total Prime & Sub Participation*:	$ 793,802.85	100 %	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: William Cleary **Sign:** [signature] **Title:** Vice President
Date: 5-12-15

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

CSJ # N/A
District # San Antonio
Code Chart 64 # N/A
Project: Leon Creek Greenway North

STATE OF TEXAS §

Attachment II

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY CONSTRUCTION & MAINTENANCE BY A LOCAL GOVERNMENT (ON-SYSTEM)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of San Antonio, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, §201.103 and §222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, Texas Transportation Code §221.002 provides that the Governing Body of a Municipality may enter into an agreement with the Texas Transportation Commission for the improvement by the Local Government of the state highway system, including maintenance;

WHEREAS, the Local Government desires to construct and maintain hike & bike trail improvements in the right of way of Loop 1604, a roadway on the state highway system; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement for construction and maintenance of the Project that is identified in the location map shown as Exhibit A;

WHEREAS, the State has determined that such improvements is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. **Scope of Work**
   The Local Government will fund, design, construct and maintain hike & bike trail improvements as shown on the construction plans entitled "Leon Creek Greenway North, Valero Trail Head to IH 10 (0.63 mi.), C.O.S.A. – 26 - 00613 ", hereinafter referred to as Exhibit B.

3. **Termination of this Agreement**
   This agreement shall remain in effect unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
   C. The State determines that the performance of the Project is not in the best interest of the State.

4. **Amendments**
   Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. **Remedies**
   The State will notify the Local Government, in writing, if the State determines that the Local Government is not maintaining the Project in accordance with this agreement. The Local Government will have thirty (30) days to cure. If the non-compliance is not cured within thirty (30) days, the State will perform the maintenance and the Local Government will be responsible for that cost. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. **Compliance with Texas Accessibility Standards and ADA**
   The Local Government shall ensure that maintenance is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. **Notice**
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of San Antonio Parks & Recreation Department 5800 Old Hwy 90 San Antonio, Texas 78227	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. **Legal Construction**
This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. **Responsibilities of the Parties**
The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. The parties expressly agree that this Project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the Local Government agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of this Project, including attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities.

10. **Compliance with Laws**
The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # N/A
District # San Antonio
Code Chart 64 # N/A
Project: Leon Creek Greenway North

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Xavier D. Urrutia
Typed or Printed Name

Director, Parks and Recreation
Title

February 20, 2015
Date

THE STATE OF TEXAS

District Engineer

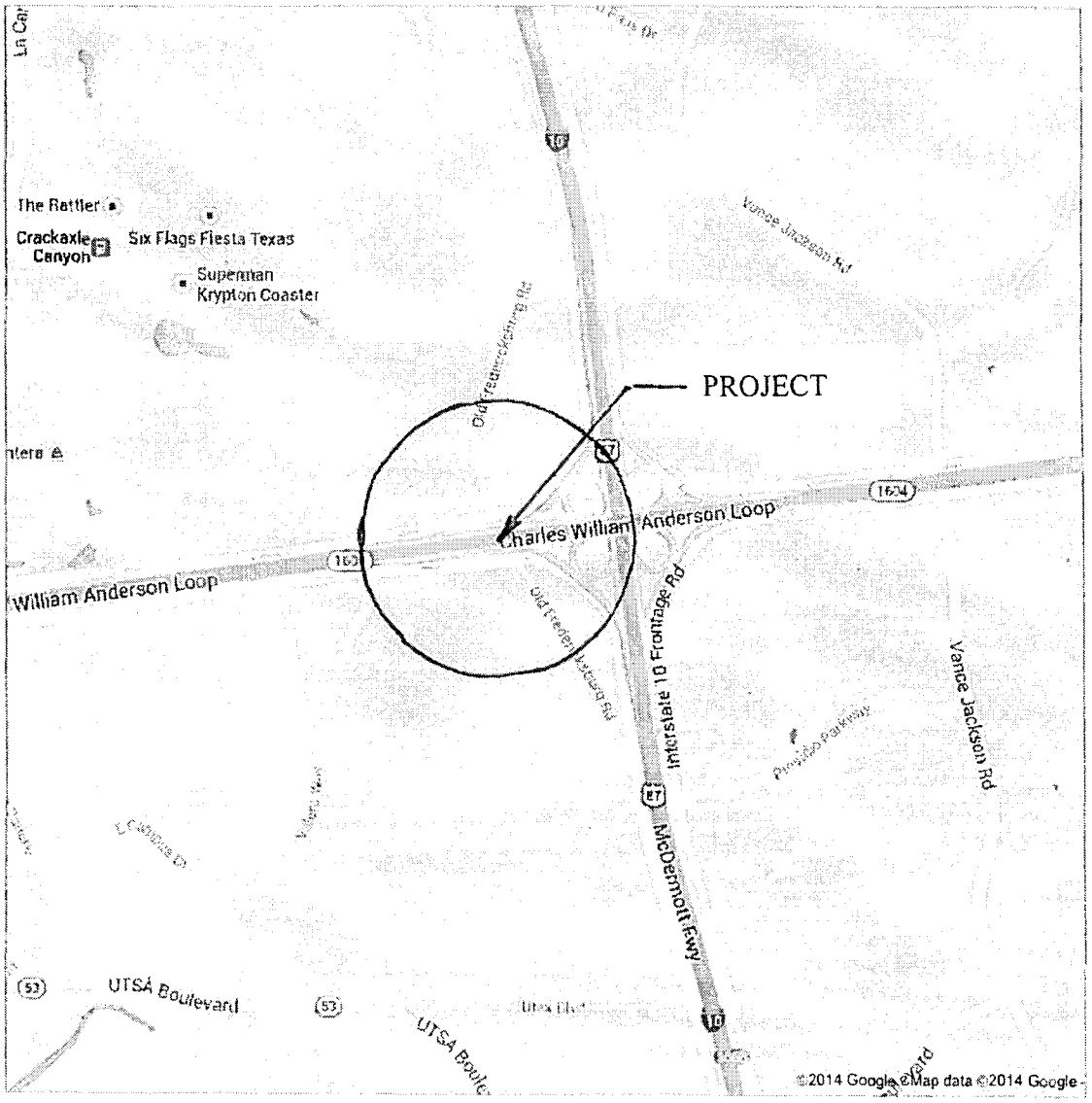
3/19/15
Date

Exhibits:
- A- Location Map Showing Project
- B- Construction Plans
- C- Certificate of Insurance (Form 1560)

CSJ # N/A
District # San Antonio
Code Chart 64 # N/A
Project: Leon Creek Greenway North

Attachment A
LOCATION MAP SHOWING PROJECT

Google Address **San Antonio, TX**



CERTIFICATE OF INSURANCE

Texas Department of Transportation

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: ( ) -

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance				Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy				Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name **Address** **City, State, Zip Code**

_____

( ) -
Authorized Agent's Phone Number **Authorized Agent Original Signature** **Date**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

Exhibit C

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	$500,000 each occurrence
	$100,000 each occurrence
Property Damage	$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)