

AN ORDINANCE 2008-03-20-0218

APPROVING A TOTAL CONSTRUCTION PROJECT AMOUNT OF \$258,803.00, TO INCLUDE AWARDING A \$169,063.00 CONTRACT WITH TCL CONSTRUCTION ENTERPRISES, INC., TO PROVIDE A SECOND ENTRANCE INTO SOUTHSIDE LIONS PARK ON THE EAST SIDE OF PECAN VALLEY DRIVE IN CONNECTION WITH THE SOUTHSIDE LIONS PARK (EAST) ENTRANCE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT LOCATED IN CITY COUNCIL DISTRICT 3; APPROPRIATING FUNDS; AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, the City Council has approved the Southside Lions Park (East) Entrance Project (the "Project"), located in District 3 as part of the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Project consists of the construction of a second park entrance and improvements to park roadways; and

WHEREAS, in order to commence performance of such work, it is necessary to accept the low, qualified bid of TCL Construction Enterprises, Inc.; **NOW THEREFORE**:

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

SECTION 1. The low, qualified bid of TCL Construction Enterprises, Inc., in the amount of \$169,063.00 for the performance of the above described work in connection with the Southside Lions Park (East) Entrance Project (the "Project") is hereby accepted. A copy of the contractor's bid is affixed hereto and incorporated herein for all purposes as Attachment I. 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. The City Manager or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of the Public Works Department is hereby authorized to execute a standard form public works construction contract for the job, which is attached hereto and incorporated herein for all purposes as Attachment II.

SECTION 2. The amount of \$258,803.00 is appropriated in Fund Number 28026000, CDBG-26th Year, Internal Order Number 131000000987, GL Account # 6102100, Interfund Transfer Out, entitled "Transfer to 26-00095-90-01." Funding for the appropriation of \$258,803.00 will be available in April 2008 after reprogramming from the CDBG funds occurs. The amount of \$258,803.00 is authorized to be transferred to Fund Number 46098000.

SECTION 3. The budget in Fund Number 46098000, Project Definition 26-00095, Southside Lions Park (East) Entrance, shall be revised by increasing WBS Element Number 26-00095-90-01, entitled "Trf Fr I/O# 131000000987," GL Account # 6101100, Interfund Transfer In, by the amount of \$258,803.00.

SECTION 4. The amount of \$169,063.00 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00095, Southside Lions Park (East) Entrance, WBS Element Number 26-00095-05-08-01, entitled "Construction Contract," GL Account # 5201140, and is authorized to be encumbered and made payable to TCL Construction Enterprises, Inc., for Construction Services.

SECTION 5. The amount of \$42,270.00 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00095, Southside Lions Park (East) Entrance, WBS Element Number 26-00095-05-07-01, entitled "Construction Contingency," GL Account # 5201140, and is authorized to be encumbered and made payable for Construction Contingency.

SECTION 6. The amount of \$47,470.00 is appropriated in Fund Number 46098000, CDBG Projects, Project Definition 26-00095, Southside Lions Park (East) Entrance, WBS Element Number 26-00095-05-08-02, entitled "Park Materials," GL Account # 5201140, and is authorized to be encumbered with a purchase order and made payable for Park Materials.

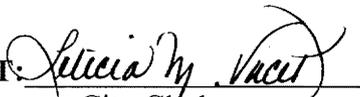
SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 8. This Ordinance shall become effective on and after the 30th day of March, 2008.

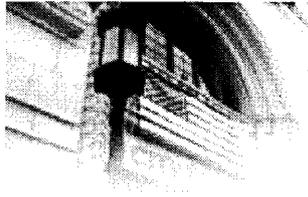
PASSED AND APPROVED this 20th day of March, 2008.


MAYOR

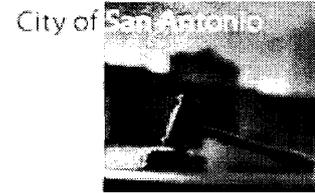
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney



Request for
COUNCIL

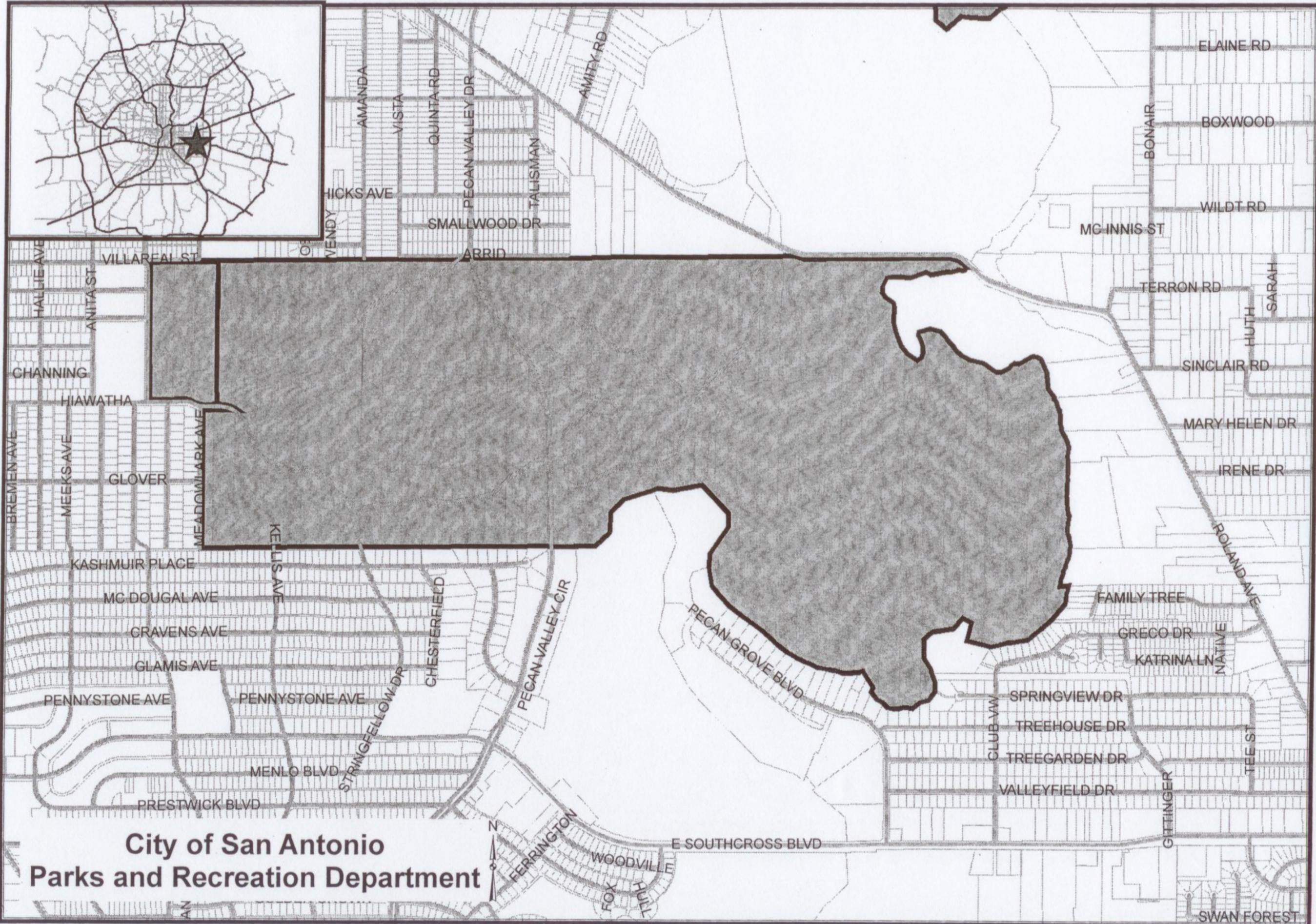


Agenda Voting Results - 13

| Name: | 13 | | | | | | |
|------------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Date: | 03/20/2008 | | | | | | |
| Time: | 10:57:43 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance approving a total construction project amount of \$258,803.00, to include awarding a \$169,063.00 contract with TCL Construction Enterprises, Inc., to provide a second entrance into Southside Lions Park on the east side of Pecan Valley Drive in connection with the Southside Lions Park (East) Entrance Community Development Block Grant (CDBG) Project located in City Council District 3; 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 | | | | |
| Sheila D. McNeil | District 2 | x | | | | | |
| Jennifer V. Ramos | District 3 | | x | | | 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 | | | | |
| Louis E. Rowe | District 9 | | x | | | | |
| John G. Clamp | District 10 | | x | | | | |

Site Map

Southside Lions Park



City of San Antonio
Parks and Recreation Department

SWAN FOREST



CMS or Ordinance Number: CN4600007038

TSLGRS File Code:1075-16

Document Title:

CONT - Approving a total construction project amount of \$258,803.00 to include awarding a \$169,063.00 contract with TCL Construction Enterprises, Inc.,

Commencement Date:

3/30/2008

Expiration Date:

12/31/2010

**CITY OF SAN ANTONIO
PARKS & RECREATION DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE**

To: Joe Vasquez, Finance
From: Phillip Covington, Senior Management Analyst **MAC**
RE: **Performance/Payment Bonds and Certificate of
Insurance for Southside Lions Park East Entrance
Project**
Date: May 2, 2008

Enclosed you will find original copies of TCL Construction Enterprises, Inc's Performance/Payment Bonds and Certificate of Insurance for the Southside Lions Park East Entrance project. I have also included the preliminary monitoring checklists and supporting documentation. Alma Nunez (CIMS Department) will serve as project manager. Feel free to contact me at 207-8474 with any questions or concerns. Thank you for your attention to this matter.

Enc: Performance/Payment Bonds
Certificate of Insurance
Monitoring Checklists

cc: Contract File



City of San Antonio

Agency/Department/Organization Parks and Recreation Dept.

Surety Bond Monitoring Checklist/Report

Project Name: Southside Lovers Park East Entrance Project
Contract Period: _____
Monitored By: _____
Copies To: _____

Date: 4/8/2008

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.)

- l.) Have you created a suspense file to remind you of the surety bond's/continuation certificate's expiration date, if any?
- 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?
 - Was Texas listed as a state the company is licensed in?
 - 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?
- 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?
- 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?
- p.) Has the City Attorney's Office reviewed the surety bond/continuation certificate, its attachments, and this completed Checklist?
- q.) Was the surety bond/continuation certificate transmitted to the Finance Department/Revenue Section for retention?
- 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?

Outcomes

If Outcome No, list actions taken to resolve:

- Yes No Project manager will monitor
- Yes No _____
- Yes No _____
- Yes No _____
- Yes No N/A
- Yes No _____
- Yes No Not yet
- Yes No _____
- 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?
- 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?
- c.) Has any change in the value of the contract affected the validity of the surety bond/continuation certificate?

- Yes No _____
- Yes No _____
- 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 _____

PERFORMANCE BOND

BOND #765915P

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

Know all men by these presents:

1. That we TCL Construction Enterprises, Inc.

as Principal, and Developers Surety and Indemnity Company

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 \$169,063.00 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

Southside Lions Park (East) Entrance

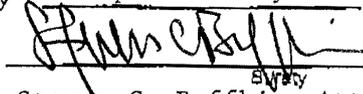
and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

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 __

27th day of March A.D. 2008

By Developers Surety and Indemnity Company



Surety

Steven C. Buffkin, Attorney-in-fact

By 217 East Houston St., Suite 100

San Antonio, Texas 78205

210-222-2161

Address of Surety for Service Purposes

(SEAL)

PAYMENT BOND

BOND #765915P

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

Know all men by these presents:

1. That we TCL Construction Enterprises, Inc.

as Principal, and Developers Surety and Indemnity Company

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 \$169,063.00 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

Southside Lions Park (East) Entrance

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, 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;

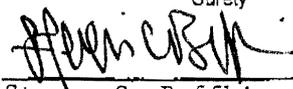
3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice 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 27th day of March A.D. 2008.

Developers Surety and Indemnity Company
Surety

By



Steven C. Buffkin, Attorney-in-fact
217 East Houston St., Suite 100

Address of Surety for Service Purposes

San Antonio, Texas 78205
210-222-2161

(SEAL)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

Bond #765915P

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

*****Billy Ray Jinks, Donald N. Jordan, Richard D. Wagner, Gregory LeJune, Steven C. Buffkin, Mary F. Orr, Cathryn McLeod, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 27 day of March, 2008

By 
Albert Hillebrand, Assistant Secretary

IMPORTANT NOTICE

AVISO IMPORTANCE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call the Surety's toll free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

1-800-782-1546

You may also write to the Surety at:

Usted tambien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

P.O. Box 19725
Irvine, CA 92623-9725

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



InscO Insurance Services, Inc.

Underwriting Manager for:

Developers Surety and Indemnity Company • Indemnity Company of California

17780 Fitch, Suite 200

Irvine, CA 92614

1-800-782-1546

www.InscODico.com

CONTRACTORS BONDING AND INSURANCE COMPANY (NAIC #37206)

BUSINESS ADDRESS: P.O. BOX 9271, SEATTLE, WA 98109 - 0271. PHONE: (206) 628-7200.
 UNDERWRITING LIMITATION b/: \$7,253,000. 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, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.
 INCORPORATED IN: Washington.

Cooperativa de Seguros Multiples de Puerto Rico (NAIC #18163)

BUSINESS ADDRESS: P O BOX 363846, SAN JUAN, PR 00936 - 3846. PHONE: (787) 622-8585 x-2512. UNDERWRITING LIMITATION b/: \$22,216,000. SURETY LICENSES c,f/: PR.
 INCORPORATED IN: Puerto Rico.

CUMIS INSURANCE SOCIETY, INC. (NAIC #10847)

BUSINESS ADDRESS: P. O. Box 1084, Madison, WI 53701. PHONE: (608) 238-5851.
 UNDERWRITING LIMITATION b/: \$46,089,000. 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: Wisconsin.

Return to [top of page](#) or select a letter to jump to an item.

D 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

DaimlerChrysler Insurance Company (NAIC #10499)

BUSINESS ADDRESS: CIMS:405-26-10, P.O. Box 9217, Farmington Hills, MI 48333 - 9217.
 PHONE: (800) 782-9164. UNDERWRITING LIMITATION b/: \$18,465,000. 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, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Developers Surety and Indemnity Company (NAIC #12718)

BUSINESS ADDRESS: P.O. BOX 19725, IRVINE, CA 92623 - 9725. PHONE: (800) 782-1546.
 UNDERWRITING LIMITATION b/: \$4,257,000. 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, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.



City of San Antonio

Agency/Department/Organization Parks and Recreation Dept.

Insurance Monitoring Checklist/Report

Project Name: Southern Side Lions Park East Entrance Project
Contract Period: _____
Monitored By: _____
Copies To: _____

Date: 4/8/2008

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 to 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

Requested on 3/18, 3/26, 4/10, 4/30

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

KS 11/11/10/11/07 US HTT & Phillip A. Covington

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/31/08

PRODUCER C&M MARKETING INC.
2739 NACOGDOCHES RD.
SAN ANTONIO TX. 78217
AGENT: FELIX MARTINEZ, JR.
210-826-6676 FAX: 210-826-3451

INSURED TCL CONSTRUCTION ENTERPRISES, INC.
1131-B BABCOCK
SAN ANTONIO TX. 78201

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.

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTA CASUALTY INS.CO.
INSURER B: BCS INSURANCE CO
INSURER C:
INSURER D:
INSURER E:

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 | | | | | | | | |
|-----------------------------|---|---------------|----------------------------------|-----------------------------------|---|----------------------|--------|--------------------|-----------|----------------------------|-----------|-----------------------------|-----------|
| X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC | MH111144207 | 11/12/07 | 11/12/08 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | BCS11122007 | 11/12/07 | 11/12/08 | <table border="1"> <tr> <td>WG STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table> | WG STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$500,000 | E.L. DISEASE - EA EMPLOYEE | \$500,000 | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| WG STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$500,000 | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$500,000 | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$500,000 | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |

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

THE CITY OF SAN ANTONIO AS AN ADDITIONAL INSURED ON GEN LIA.
 WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF SAN ANTONIO ON WORKERS COMPENSATION AND EMPLOYERS LIA POLICIES.
 PROJECT: SOUTHSIDE LIONS PARK (EAST) ENTRANCE

CERTIFICATE HOLDER **ADDITIONAL INSURED: INSURER LETTER:**
 CITY OF SAN ANTONIO-PARKS AND RECREATION DEPARTMENT
 P.O. BOX 839966
 SAN ANTONIO TX. 78283
 (210-207-8474 PH 210-207-8444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

[Signature]

© ACORD CORPORATION 1988

RECEIVED APR 04 2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/16/08

PRODUCER C&M MARKETING INC.
2739 NACOGDOCHES RD.
SAN ANTONIO TX.78217
AGENT: FELIX MARTINEZ, JR.
210-826-6676 FAX: 210-826-3451

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 TCL CONSTRUCTION ENTERPRISES, INC.
1131-B BABCOCK
SAN ANTONIO TX.78201

| INSURERS AFFORDING COVERAGE | |
|-----------------------------|--------------------------|
| INSURER A: | ATLANTA CASUALTY INS.CO. |
| INSURER B: | BCS INSURANCE CO |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

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 |
|----------|---|---------------|----------------------------------|-----------------------------------|---|
| X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | MHI11144207 | 11/12/07 | 11/12/08 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one firm) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | BCS11122007 | 11/12/07 | 11/12/08 | WC STATUTORY LIMITS OTH-ER. E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| | OTHER | | | | |

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

THE CITY OF SAN ANTONIO AS AN ADDITIONAL INSURED ON GEN LIA.
WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF SAN ANTONIO ON WORKES COMPENSATION AND EMPLOYERS LIA POLICIES.
PROJECT: COPERNICUS PARK PARKING ALOT EXTENSION

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:
CITY OF SAN ANTONIO-PARKS AND RECREATION DEPARTMENT
P.O. BOX 839966
SAN ANTONIO TX.78283
PH 210-207-8474 PH 210-207-8444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Commercial Certificate of Insurance



FARMERS

Agency
 Name • GARY BORAK INSURANCE AGCY
 • 16414 SAN PEDRO, STE 240
 & • SAN ANTONIO, TX 78232
 Address •

Issue Date (MM/DD/YY) 04/11/08

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 shown below.

St. 19 Dist. 43 Agent 350

Companies Providing Coverage:

Insured
 Name • TCL CONSTRUCTION, INC
 • 1131 BABCOCK RD., STE 150
 & • SAN ANTONIO, TX 78201
 Address •

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

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

| Co. Ltr. | Type of Insurance | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Policy Limits | |
|----------|--|---------------|----------------------------------|-----------------------------------|--|----------------------|
| | General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot. | | | | General Aggregate Products-Comp/OPS Aggregate | \$ \$ |
| | | | | | Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person) | \$ \$ \$ \$ |
| A | ✕ Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability | 069458166 | 01/08/08 | 01/08/09 | Combined Single Limit | \$ 1,000,000 |
| | | | | | Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate | \$ \$ \$ \$ |
| | Umbrella Liability | | | | Limit | \$ |
| | Workers' Compensation and Employers' Liability | | | | Statutory Each Accident Disease - Each Employee Disease - Policy Limit | \$ \$ \$ \$ |

Description of Operations/Vehicles/Restrictions/Special items:

CITY OF SAN ANTONIO IS NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED

Certificate Holder

Name • CITY OF SAN ANTONIO
 • PARKS AND RECREATION DEPT.
 & • 114 W. COMMERCE
 Address • SAN ANTONIO, TX 78283

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

 Authorized Representative

Texas Department of Insurance

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

ATLANTA INTERNATIONAL 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: | 20931 |
| TDI Company Number: | 24000 |
| Company Type Code (Old / New): | 08/62 |
| FEIN: | 132668999 |
| Home City/State: | Latham, NY |
| Origin: | Foreign |
| Date Incorporated/Organized: | 01/01/1929 |
| Date Licensed in Texas: | 03/08/1929 |
| Date License Cancelled: | |
| Company Status: | Disciplinary Action (See History) |
| Category: | Fire & Casualty |
| Class Code: | Property & Casualty |

Contact Information:

| | |
|-------------------|--|
| Mailing Address: | 7230 Mcginnis Ferry Road Suite 200 Suwanee GA 30024 |
| Office Number: | (678)512-2400 |
| Toll Free Number: | |
| Fax Number: | (678)512-2490 |

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:



Prentice-Hall Corporation System, Inc.

701 Brazos Street Suite 1050
Austin TX 78701 -3232

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 | \$15,880,393 | \$49,509,594 | N/A |
| Total Liabilities | \$8,585,717 | \$33,644,756 | N/A |
| Asset to Liability Ratio | 1.85 | 1.47 | N/A |
| Capital | \$2,560,932 | \$2,560,932 | N/A |
| Net Surplus | \$4,733,744 | \$13,303,906 | 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 | \$0 | \$0 | N/A |
| Total Texas Premium | \$0 | \$0 | N/A |
| National Premium | \$0 | \$0 | 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 | | MAR 31, 2008 |
|------------------------------|--------------|--------------|--------------|--------------|--------------|
| Justified Complaints: | | | | | |
| Life and Annuity | 0 | 0 | 0 | 0 | 0 |
| Accident and Health | 0 | 0 | 0 | 0 | 0 |
| Homeowner | 0 | 0 | 0 | 0 | 0 |
| Automobile | 0 | 0 | 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 |
|------------|--|
| 09-20-2000 | MOVED HOME OFFICE FROM NEW YORK, NEW YORK TO LATHAM, NEW YORK. |
| 07-24-1991 | CERTIFICATE OF AUTHORITY SUSPENDED IN MARYLAND. |
| 05-15-1985 | COMPANY DECIDED TO CEASE WRITING ANY NEW OR RENEWAL BUSINESS. |
| 04-01-1980 | FORMERLY: DRAKE INSURANCE COMPANY OF NEW YORK (04688). |
| 04-01-1980 | DRAKE INSURANCE COMPANY OF NEW YORK |
| 02-20-1976 | FORMERLY: SEABOARD FIRE & MARINE INSURANCE COMPANY (72950). |
| 02-20-1976 | SEABOARD FIRE & MARINE INSURANCE COMPANY |

Company Officers:

| Title | Name |
|-----------|-----------------------|
| President | Peter James Jacobus |
| Secretary | Elizabeth White Eaton |
| Treasurer | Elizabeth White Eaton |

Texas Department of Insurance

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

BCS 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: | 38245 |
| TDI Company Number: | 52950 |
| Company Type Code (Old / New): | 08/62 |
| FEIN: | 366033921 |
| Home City/State: | Worthington, OH |
| Origin: | Foreign |
| Date Incorporated/Organized: | 12/05/1950 |
| Date Licensed in Texas: | 01/10/1975 |
| Date License Cancelled: | |
| Company Status: | Normal Operations |
| Category: | Fire & Casualty |
| Class Code: | Property & Casualty |

Contact Information:

| | |
|-------------------|--|
| Mailing Address: | 2 Mid America Plaza Suite 200 Oakbrook Terrace IL 60181 -4712 |
| Office Number: | (630)472-7700 |
| Toll Free Number: | (800)621-9215 |
| Fax Number: | (630)472-7822 |

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.

[REDACTED]

Attorney for Service:

[REDACTED]

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 | \$225,221,306 | \$227,983,948 | N/A |
| Total Liabilities | \$95,103,877 | \$91,316,010 | N/A |
| Asset to Liability Ratio | 2.37 | 2.50 | N/A |
| Capital | \$3,000,000 | \$3,000,000 | N/A |
| Net Surplus | \$127,117,429 | \$133,667,938 | 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 | \$20,088,686 | \$22,177,238 | N/A |
| Property and Casualty | \$847,396 | \$755,121 | N/A |
| Total Texas Premium | \$20,936,082 | \$22,932,359 | N/A |
| National Premium | \$210,437,097 | \$235,764,779 | 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 | | MAR 31, 2008 |
|-----------------------|--------------|-------|--------------|-------|--------------|
| Justified Complaints: | | | | | |
| Life and Annuity | 0 | | 0 | | 0 |
| Accident and Health | 1 | | 1 | | 1 |
| 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 | .0009 | .1407 | .0029 | .3777 | 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 |
|------------|--|
| 05-26-2006 | PENALTY OF \$25,000 PAID BY COMPANY AND WORLD ACCESS SERVICE CORP., RICHMOND, VIRGINIA FOR ISSUING A POLICY FORM, CERTIFICATE OF INSURANCE AND APPLICATION FOR COVERAGE THAT WERE NOT AUTHORIZED FOR USE IN TEXAS. |
| 03-16-1993 | MEDICAL INDEMNITY OF AMERICA, INC. |
| 03-16-1993 | FORMERLY: MEDICAL INDEMNITY OF AMERICA, INC. (ASSUMED NAME OF *BCS INSURANCE COMPANY#*) COMPANY DROPPED ASSUMED NAME IN TEXAS |
| 06-04-1991 | PENALTY OF \$15,000 FOR USING UNLICENSED AGENTS AND SOLICITING IN KANSAS. |
| 05-09-1991 | PENALTY OF \$5,000 FOR VIOLATIONS FOUND DURING A MARKET CONDUCT EXAMINATION IN VIRGINIA. |
| 10-21-1982 | FORMERLY: MEDICAL INDEMNITY OF AMERICA, INC. (04822). |
| 10-21-1982 | MEDICAL INDEMNITY OF AMERICA, INC. |
| 01-21-1982 | CONVERTED FROM A STOCK CASUALTY TO A STOCK FIRE & CASUALTY COMPANY |

Company Officers:

| Title | Name |
|-----------|----------------------|
| President | Daniel Patrick Ryan |
| Secretary | Henry Alan Carpenter |

Texas Department of Insurance

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

TRUCK INSURANCE EXCHANGE

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: | 21709 |
| TDI Company Number: | 84450 |
| Company Type Code (Old / New): | 15/82 |
| FEIN: | 952575892 |
| Home City/State: | Los Angeles, CA |
| Origin: | Foreign |
| Date Incorporated/Organized: | 02/01/1935 |
| Date Licensed in Texas: | 03/10/1936 |
| Date License Cancelled: | |
| Company Status: | Normal Operations |
| Category: | Reciprocals |
| Class Code: | Property & Casualty |

Contact Information:

Mailing Address: P O Box 149044
15700 Long Vista Drive
Austin TX 78714 -9044

Office Number:

Toll Free Number: (800)225-0011

Fax Number: (512)233-3003

Types of Insurance Licensed to Write:

- Accident

- Air Physical Damage
- Aircraft Liability
- Allied Coverages
- Auto Liability
- Auto Physical Damage
- Boiler & Machinery
- Burglary & Theft
- Fidelity & Surety
- Fire
- Glass
- Health
- Inland Marine
- Liability Other
- Livestock
- 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:

Chris Granger
 15700 Long Vista Drive
 Austin TX 78728 -3822

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 | \$1,632,725,164 | \$1,641,531,367 | N/A |
| Total Liabilities | \$1,233,446,507 | \$1,170,372,731 | N/A |
| Asset to Liability Ratio | 1.32 | 1.40 | N/A |



- Rating Center
- Rating Methodology
- Industry Research
- Ratings Definitions
- Search Best's Ratings
- Press Releases
- Related Products
- Industry & Regional
- Country Risk
- Structured Finance
- How to Get Rated
- Contact an Analyst

View Ratings: [Financial Strength](#) [Issuer Credit](#) [Securities](#) [Advanced Search](#)

Other Web Centers:

Print this page

Atlanta International Insurance Company

(a member of Aon Corporation Group)

A.M. Best #: 02126 NAIC #: 20931 FEIN #: 132668999
 Stock Ticker: New York Stock Exchange NYSE AOC

Address: 7230 McGinnis Ferry Road, Suite 200
 Suwanee, GA 30024
 Phone: 678-512-2400
 Web: www.aon.com

Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **NR-3 (Rating Procedure Inapplicable)**
 Action: **Affirmed**
 Effective Date: **April 17, 2007**

Issuer Credit Ratings [View Definitions](#)

Long-Term: **nr**
 Action: **Other**
 Date: **April 17, 2007**

* *Denotes Under Review Best's Ratings*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Company Report) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 01/15/2008 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2008 Best's Statement File - P/C, US. Contains data compiled as of 4/8/2008 (As Received).

- **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 five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.





- Rating Center
- Rating Methodology
- Industry Research
- Ratings Definitions
- Search Best's Ratings
- Press Releases
- Related Products
- Industry & Regional
- Country Risk
- Structured Finance
- How to Get Rated
- Contact an Analyst

View Ratings: [Financial Strength](#) [Issuer Credit](#) [Securities](#) [Advanced Search](#)

Other Web Centers:

BCS Insurance Company

(a member of BCS Financial Group)

A.M. Best #: 03251 NAIC #: 38245 FEIN #: 366033921

Address: 2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181

Phone: 630-472-7700

Fax: 630-472-7837

Web: www.BCSigroup.com

Print this page

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **A- (Excellent)**

Financial Size Category: **VIII** (\$100 Million to \$250 Million)

Outlook: **Positive**

Action: **Affirmed**

Effective Date: **February 05, 2007**

* *Denotes Under Review Best's Ratings*

Reports and News

Visit our NewsRoom for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Company Report) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 02/05/2007 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2008 Best's Statement File - P/C, US. Contains data compiled as of 4/8/2008 (As Received).

- **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 five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the





- Rating Center
- Rating Methodology
- Industry Research
- Ratings Definitions
- Search Best's Ratings
- Press Releases
- Related Products
- Industry & Regional
- Country Risk
- Structured Finance
- How to Get Rated
- Contact an Analyst

View Ratings: [Financial Strength](#) [Issuer Credit](#) [Securities](#) [Advanced Search](#)

Other Web Centers:

Print this page

Truck Insurance Exchange

(a member of Farmers Insurance Group)

A.M. Best #: 02174 NAIC #: 21709 FEIN #: 952575892

Address: P.O. Box 2478, Terminal Annex Phone: 323-932-3200
 Los Angeles, CA 90051 Fax: 323-930-4266
 Web: www.farmers.com

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



Best's Ratings

| | | | |
|---|----------------------------------|------------------------------|----------------------------------|
| Financial Strength Ratings | View Definitions | Issuer Credit Ratings | View Definitions |
| Rating: A (Excellent) | | Long-Term: a | |
| Affiliation Code: p (Pooled) | | Outlook: Stable | |
| Financial Size Category: XV (\$2 Billion or greater) | | Action: Assigned | |
| Outlook: Stable | | Date: March 20, 2007 | |
| Action: Affirmed | | | |
| Effective Date: March 20, 2007 | | | |

* *Denotes Under Review Best's Ratings*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Company Report) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 04/17/2007 (represents the latest significant change).
 Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2008 Best's Statement File - P/C, US. Contains data compiled as of 4/8/2008 (As Received).

- **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 five other companies you select.



21



CMS or Ordinance Number: CN4600007038

TSLGRS File Code:1075-16

Document Title:

CONT - Approving a total construction project amount of \$258,803.00 to include awarding a \$169,063.00 contract with TCL Construction Enterprises, Inc.,

Commencement Date:

3/30/2008

Expiration Date:

12/31/2010

ATTACHMENT I

CITY OF SAN ANTONIO

Issued By: DEPARTMENT of Parks & Recreation
ID NO.: IFB 26-00095-01

Date Issued: October 8, 2007
page 1 of 2

FORMAL INVITATION FOR SEALED BIDS
SOUTHSIDE LIONS PARK (EAST) ENTRANCE – PROJECT NO. 26-00095

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 7, 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.

This invitation includes the following documents:

- | | |
|--|---|
| 010 Invitation for Sealed Bids/ 020 Bid Form | 060 Calendar Day Contract* |
| 030 Contractor's Qualifications Statement * | 075 Performance Bond* |
| 040 Standard Instructions to Respondents* | 076 Payment Bond* |
| 050 Small Business/Economic Development Advocacy (SBEDA) Requirements * | 080 General Conditions * |
| 051 List of Subcontractors (required for contracts below \$200,000) * | 091 HUD Supplemental Conditions |
| 052 Good Faith Effort Plan (required for contracts \$200,000 or above) * | Plans, Specifications, Special Conditions |
| 053 Letter of Intent * | |
| 054 Change of Subs Form* | |

Plans, Specifications and Special Conditions may be purchased at a cost of \$60.00 per set (tax included) from the office of Plans & Records located at 114 W. Commerce, 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.

A Non Mandatory pre-submittal conference will be held at Southside Lions Park Valley Drive on October 25, 2007 at 10:00 am.

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:

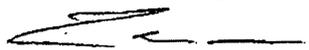
- | | |
|--|--|
| 1) 010 Invitation for Sealed Bids | 5) 042 List of Subcontractors/Suppliers (For projects less than \$200,000), or |
| 2) 020 Bid Form and unit prices | 6) 041 Good Faith Effort Plan (For projects \$200,000 and over) |
| 3) 030 Contractor's Qualifications Statement | 7) 043 Letter of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

It is understood and agreed that the work is to be completed in full on or before 90 calendar days.
This project does not include hazardous environmental work. This project requires 1 project sign(s).

This is a Public Works 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 Heavy and Highway TX20070043, effective 02/09/07 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 document and agreed to the terms therein and has received all Addenda.

Official Name of Company (legal): TCL Construction Enterprises, Inc


Signature of Person Authorized to Sign Bid
Signer's Name: Carlos Abelan
(Please Print or Type)

Form 010 Invitation for Bids

NOTE: We acknowledge ADDENDA No. 1 Dated October 29, 2007.

020

BID FORM

I. BASE BID

Amount of Base Bid (Insert Amount in Words and Numbers):
One Hundred and Twenty One Thousand and Seven
Hundred and Ninety Eight Dollars and 00/100

\$ 121,798.00

II. Alternates

Amount of each Alternates (if applicable) insert in Numbers:

1. Addition of 7" curbs to the proposed roadway along the revised vertical alignment \$ 18,417.00

Eighteen Thousand, Four Hundred and Seventeen Dollars and 00/100

2. Addition of 2-28"x20" CMP, associated riprap, & proposed roadway improvements

along the existing road \$ 28,848.00

Twenty Eight Thousand, Eight Hundred and Forty Eight Dollars and 00/100

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.

NOTE: We acknowledge ADDENDA No. 1 dated October 29, 2007.

TCL Construction Enterprises, Inc. (210) 436 8612

Official Name of Company (legal)

Telephone No.

1131 Babcock Rd Suite 150

(210) 436 0529

Address

Fax No.

San Antonio, TX 78201

LuDaGaJa@aol.com

City, State and Zip Code

E-mail Address

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: TCH Construction Enterprises, Inc.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 1131 Babcock Suite 150

City: San Antonio State: Texas Zip Code: 78201

Telephone No. (210) 436-8612 Fax No: (210) 436-0529

e-mail address: LudaGaJa@aol.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: _____

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.

1.5 Where is the Respondent's corporate headquarters located? 1131 Babcock Suite 150

San Antonio, TX 78201

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 5 Months _____

b. State the number of full-time employees at the San Antonio office. 15

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 If "Yes", respond to a. and b. below:

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

Years 5 Months _____

b. State the number of full-time employees at the Bexar County office. N/A

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.

N/A

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.

N/A

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.

N/A

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? 2 years.

2.2 How many years have you been doing construction-contracting work under previous business name(s)? 25 years.

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

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

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: Fernando Vela
2.7.2 Number of years of superintendent experience (including previous employment) 27
2.7.3 Number of years employed with this organization 7 months
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.

VA Hospital Parking Phase II, SAMRA Parking extensions
Re-surfacing Street & Officers Housing, Alazan Apache Homes
Phase II, KAFB - 4 Playground & Park Improvements.

2.8.1 **PROJECT MANAGER:**

- 2.8.2 Name of the proposed project manager Fernando Vela
2.8.3 Number of years of project management experience (including previous employment) _____
2.8.4 Number of years employed with this organization 7 months
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.

Renovation of Hanger - AECO, Reconstruction of Treviño Street
at San Fernando Cathedral, Construction 20 Apartments for SAMRA,
Buffet Hotel Building for Gral. Shop at KAFB, Renovation
of old City Hall @ Castle Hills.

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 **Attachment 3.1: Financial Statement.** Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named in the bid/proposal, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.).

3.2 Please indicate the current limit of your BONDING CAPACITY:
\$500,000. 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.

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

\$ 1,977,000

Attachment 2.6 RELEVANT EXPERIENCE LIST

Name of Respondent:

TEU Construction Enterprises, Inc

| 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 | Gen Contractor or Owner Contact Name | Owner Contact Phone # |
|-----------------|------------------|--------------------------------|----------------|---------------------------------------|------------------------------------|---------------------------------|----------------------------------|----------------|--------------------------------------|-----------------------|
| 06/07 | Tundra Dpts. | | Slabs | 1,365,000 | 1,365,000 | 2 | Tundra Dpts. | Alvaro Padilla | Al. Padilla | (210) 872-4088 |
| 02/07/07 | Millers Pond A/C | | Concrete | 49,830 | 49,830 | 2 | 6075 Pearsall | City of SA | Jeff Worswick | (210) 207-2873 |
| 10/05/07 | W/S Salado Creek | | Concrete | 310,800 | 310,800 | 2 | Southern Segant | City of SA | Al Garcia | (210) 733-7145 |
| 10/08/07 | Jenytine Res | | Slab | 33,710 | 33,710 | 2 | Bexar, Sachillek | Special Const | Richard Spacia | (210) 354-8891 |
| 01/19/07 | Trail Removtn | | Concrete | 134,762 | 158,380 | 4 | Madison AFB | Madison AFB | Don Star | (210) 927-5705 |
| 10/05/07 | Pearsall Pt. | | Concrete | 52,629 | 52,629 | 2 | Pearsall Rd. | City of SA | Al Garcia | (210) 733-7145 |
| / | / | / | / | / | / | / | / | / | / | / |

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)

TCL Construction Enterprises, Inc.
Profit & Loss
 January through December 2006

| | Jan - Dec 06 |
|---------------------------------|--------------------------|
| Ordinary Income/Expense | |
| Income | |
| Job Income | 2,098,741.06 |
| Total Income | <u>2,098,741.06</u> |
| Cost of Goods Sold | |
| Equipment Rental for Jobs | 34,542.43 |
| Job Materials Purchased | 967,699.84 |
| Other Job Related Costs | 8,883.86 |
| Subcontractors Expense | 593,479.88 |
| Tools and Small Equipment | 777.08 |
| Total COGS | <u>1,675,382.87</u> |
| Gross Profit | 623,358.19 |
| Expense | |
| Advertising | 2,218.17 |
| Auto and Truck Expenses | 83,821.99 |
| Bank Service Charges | 318.68 |
| Depreciation Expense | 44,830.73 |
| Domestic Productions Activities | 0.00 |
| Insurance Expense | 30,799.91 |
| Interest Expense | 24,430.12 |
| Meals and Entertainment | 1,097.69 |
| Miscellaneous | 4,521.87 |
| Office Supplies | 3,258.35 |
| Payroll Expenses | |
| Officers' Salaries | 48,709.28 |
| Salaries | 26,398.00 |
| Taxes | 8,544.00 |
| Total Payroll Expenses | <u>80,651.28</u> |
| Professional Fees | 2,757.50 |
| Property Taxes | 25,067.00 |
| Rent Expense | 21,262.21 |
| Repairs and Maintenance | 40,318.64 |
| Telephone Expense | 10,926.37 |
| Tools | 8,827.57 |
| Utilities | -26.86 |
| Waste Disposal | 8,686.04 |
| Total Expense | <u>393,344.34</u> |
| Net Ordinary Income | <u>130,013.85</u> |
| Net Income | <u><u>130,013.85</u></u> |

DRAFT

TCL Construction Enterprises, Inc.
Balance Sheet
 As of December 31, 2006

| | Dec 31, 06 |
|----------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Bank of America - Checking | 9,945.16 |
| Broadway Bank - Construction | 23,776.55 |
| Broadway Bank - Building | 162,541.09 |
| Wachovia Bank - Ready Mix | 3,757.55 |
| Total Checking/Savings | 190,020.37 |
| Other Current Assets | |
| Accounts Receivable | 48,955.25 |
| Total Other Current Assets | 48,955.25 |
| Total Current Assets | 238,975.62 |
| Fixed Assets | |
| Accumulated Depreciation | -133,217.00 |
| Equipment | 180,685.00 |
| Trucks & Automobiles | 130,468.00 |
| Total Fixed Assets | 177,844.00 |
| Other Assets | |
| Lots | |
| Brandywine | 20,000.00 |
| Singing Rain | 65,500.00 |
| Tahoka | 10,000.00 |
| Willard Street | 85,000.00 |
| Woodchuck | 78,900.00 |
| Total Lots | 239,400.00 |
| Total Other Assets | 239,400.00 |
| TOTAL ASSETS | 656,219.62 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| A/P Credit Cards | 30,101.56 |
| Accounts Payable | 53,560.43 |
| Payroll Liabilities | |
| FICA | -292.60 |
| FUTA | 128.86 |
| Total Payroll Liabilities | -163.74 |
| Total Other Current Liabilities | 83,498.25 |
| Total Current Liabilities | 83,498.25 |
| Long Term Liabilities | |
| NP - Bernard Weber(Willard Lot) | 15,000.00 |
| NP - CaOnBa 98 Land Rover | 7,124.86 |
| NP - Elvia Chavez | 51,502.29 |
| NP - GMAC -5 Silverado | 19,011.42 |
| NP - GMAC 01 Dually | 8,970.94 |
| NP - Ingersoll Rand | 1,894.80 |
| NP - Ingersoll Rand -2 | 14,913.57 |
| NP - Lorenzo Galleg(Willard Lot) | 2,735.87 |
| NP - Lourdes Valdes | 48,544.87 |
| NP - Main Street Bank | 33,818.37 |
| NP - Maria Abalar | 58,000.00 |
| NP - NetBank | 32,842.27 |
| NP - Santa Barbara Bank & Trust | 65,300.36 |
| NP - SSECU (02 Explorer) | 4,688.49 |
| NP - Sterling Bank | 50,466.81 |

DRAFT

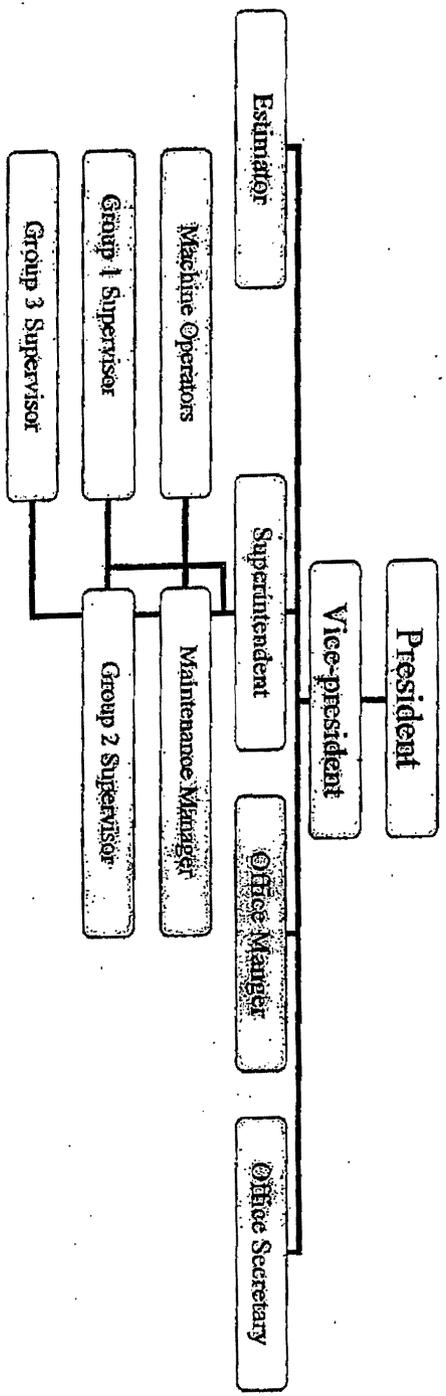
TCL Construction Enterprises, Inc.
Balance Sheet
As of December 31, 2006

| | <u>Dec 31, 06</u> |
|---------------------------------------|-------------------|
| NP - TPark Singing Rain Lot | 81,319.40 |
| NP - TPark Woodchuck Lot | 72,900.00 |
| Total Long Term Liabilities | 548,044.31 |
| Total Liabilities | 631,542.66 |
| Equity | |
| Additional Paid in Capital | -203,254.42 |
| Adjustment - Retained Earnings | 1,659.63 |
| Common Stock | 27,483.00 |
| Retained Earnings | 68,775.00 |
| Net Income | 130,013.85 |
| Total Equity | 24,677.06 |
| TOTAL LIABILITIES & EQUITY | 658,219.62 |

DRAFT

MANNING CHART

TCL CONSTRUCTION ENT. INC.



CONSTRUCTION CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

THIS AGREEMENT made and entered into in San Antonio, Bexar County, Texas between the City of San Antonio, a municipal corporation, in the State of Texas, hereinafter termed "City", and

TCL CONSTRUCTION ENTERPRISES, INC.

hereinafter termed "Contractor", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Contractor,

WITNESSETH: That the parties hereto, each in consideration of the agreements on the part of the other herein made and referred to, have covenanted mutually, and hereby mutually covenant, the City for itself and its successors, and the Contractor for itself or himself or themselves and his or their heirs, executors and administrators or successors, as follows, to-wit:

A. DEFINITIONS & SCOPE OF CONTRACT

1. **CITY AND OFFICIALS.** Whenever in this contract is found the term "City", "City Council", "City Manager", "Director of Parks and Recreation", "Director of Finance", "City Clerk" or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them;

2. **CONTRACTOR.** Whenever the term "Contractor" or a pronoun in its place is used herein, it shall be taken to include any person, association or persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

3. **INCLUDED INSTRUMENTS.** The notice to Contractors, specifications including any Special and General Conditions, plans, instructions to bidders, advertisement for bids, the bid proposal and alternate 1 and the construction bond, payment bond, and other bonds, if any, made by the Contractor, the Charter, Ordinances and Resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed "included instruments" when that term is used. This document and the included instruments taken together constitute the contract between the parties and may be referred to herein as the "Contract".

4. **CONTRACT INTERPRETATION.** In case of conflict or inconsistency between this document and the specifications or other included instruments, this contract shall control, but insofar as such provisions can stand together they shall all be regarded as cumulative.

5. **SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is contemplated that this contract shall be used as a general form of construction contract for Parks and Recreation projects and for some of said work independent consulting Architects or Engineers may be engaged, their identity and capacity shall be designated herein; however, Contractor understands that City may remove such consultant as provided in the terms of its contract relationship with the latter, and the Director of Parks and Recreation shall, in such event, be vested with all powers formerly exercised by such consultant, provided written notice of such substitution shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Engineer or Architect, nor shall the latter be deemed to bear a legal relationship to either Contractor or City other than as evidenced by the City's contract with such consultant.

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

6. **DEFAULT AND VIOLATIONS OF CONTRACT.** If Contractor shall fail or refuse to take such measures as the Director of Parks and Recreation may determine to be necessary to insure the completion of the work within the time allowed therefor, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein shall be assigned or sub-let by Contractor otherwise than is herein specified, or if at any time said Director of Parks and Recreation shall certify in writing that Contractor is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided; and Contractor and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the Contractor for the performance of the work and located at the project site. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by the Contractor. If the cost of such completion by the City shall be less than the amount agreed to be paid to the Contractor hereunder, the Contractor shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to the Contractor, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

7. **COMMUNICATIONS BETWEEN CONTRACTOR AND CITY.** The Contractor agrees that the following address in the City of San Antonio, Texas, shall be used for the transmission to him of any notices or correspondence in connection with the performance of this contract:

1131 BABCOCK RD SUITE 150
SAN ANTONIO, TEXAS 78201

The above address may be changed only by filing written notice to that effect with the Director of Parks and Recreation Department. All communications, notices and other correspondence forwarded to the above address shall be presumed conclusively to have been delivered by regular course of mail to the Contractor.

8. **PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS.** The Provisions of Chapter 2258, Texas Government Code, are expressly made a part of this contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract is included with the Special Conditions and made a part hereof. The Contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub-contractor under him. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, Contractor agrees that he/she will abide by all applicable terms and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office.

9. **ASSIGNMENTS AND SUBLETTING.** Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached; and Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation or law or otherwise, any and all such assignments, transfers or sub-letting, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City. In no event shall the City be liable in excess of the consideration of this contract in the case of any such assignment, transfer, conveyance or sub-letting of the work or performance which is the subject hereof. The City reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or sub-letting of a portion of the work without the consent and knowledge of the City and by reserving such right, the City shall not be deemed

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

to have waived its right to declare a full breach of this contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

B. SCOPE OF WORK

1. **DESCRIPTION AND LOCATION.** The site of the work herein contemplated is located and described generally as follows:

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

and this contract is performable exclusively in Bexar County, Texas.

2. **GENERAL UNDERSTANDING.** Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in and upon a certain parcel or parcels of land hereinafter described or referred to, all according to this contract and the included instruments, prepared by

JASTER-QUINTANILLA SAN ANTONIO, LLP

and now on file in the office of the Park Projects Division of the Parks and Recreation Department; and according to field interpretations to be furnished Contractor by the City upon request. If figures or quantities of materials, supplies or other items needed for this project are furnished in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be responsible for any discrepancies between such estimates and the quantities required.

3. **WORK UNDERSTOOD BY CONTRACTOR.** Contractor declares that prior to the submission of his bid proposal on this contract he has thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location. Contractor hereby accepts such "included instruments" as satisfactory in all respects to accomplish the proper performance of the work at the project site and accordingly assumes the risk of any delays or additional costs which might arise from errors or miscalculations in such "included instruments" or from erroneous assumptions upon which same may have been predicated as to the physical conditions at the work site including, but not by way of limitation, latent defects or conditions of the subsoil.

4. **IMPLIED WORK.** Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

5. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** The Contractor shall do and perform all implied or incidental work necessary to completion of this contract including, but not by way of limitation, the following:

- a) make and provide all suitable connections with existing improvements as are necessarily implied herein for proper completion of the project;
- b) provide passageways or leave open such thoroughfares in the work area as may be required by the City;
- c) protect and guard same at his own risk as more specifically detailed in Paragraph E-1 hereof;
- d) continuously maintain the work area in a clean and workman-like manner; and
- e) prior to final acceptance of the work, restore the site to its prior condition to the extent permitted by the improvement.

All of said incidental work to be done to the satisfaction of the City at Contractor's own cost and expense.

6. **WORK AND MATERIALS.** All materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the relative quality of materials, the selection of the Director of Parks and Recreation shall be final. All of said work shall be executed in a good, thorough and workman-like manner, to the satisfaction of the Director of Parks and Recreation, who, together with all assistants and inspectors under his direction, or in the employ of the City for the purpose of said work, shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall render all assistance required of him by the Director of Parks and Recreation or his aforementioned assistants or inspectors in connection with any such tests, and if any part of the work or the materials used shall be found unsuitable or improper, either wholly or in part, Contractor shall correct or remove such defective work or materials from the project site. In connection with the visual inspection or materials testing contemplated herein, it is

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

clearly understood that the City exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the City's agents or inspectors shall relieve the Contractor from full compliance with the specifications regarding the ultimate work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.

7. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

C. BEGINNING AND COMPLETION OF WORK, DAMAGES FOR DELAY

1. **TIME TO BEGIN WORK.** The work embraced in this contract shall be begun by contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced.

2. COMPLETION OF WORK.

a. **Calendar Day Contract** -- After beginning work as outlined in Paragraph C-1 above, the Contractor shall prosecute same continuously and diligently for and during the period of **NINETY (90) CALENDAR DAYS**, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged, and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Parks and Recreation may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest.

Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike of employees, or by shortage of materials, or by suspension of the work, or by any injunction or other court action or by any delay which may exist for the City to procure any title to lands or any right or interest therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but working days will not be charged during the period of any such delays.

b. **Date Certain Contract** -- After beginning work as outlined in Paragraph C-1 above, the Contractor shall complete the work during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Parks and Recreation may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence, as the City shall deem best in the public interest. No additional time for completion will be allowed unless granted in writing by the Director of Parks and Recreation.

3. **DAMAGES FOR DELAY.** If Contractor shall fail to complete the work within the time herein specified or otherwise allowed therefor, he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of one hundred dollars (\$100.00) per day per inspector from the end of said time allowed for the completion of the work, until actual completion thereof; and in addition to said wages of inspectors, the following sums per day for the period of such delay shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but as liquidated damages due to City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being an essential element and consideration, as a result of such delay:

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

For Amount of Contract

Amount of Liquidated
Damages per Day

| | |
|----------------------------|----------|
| \$3,000,001 and above | \$900.00 |
| \$2,000,001 to \$3,000,000 | \$800.00 |
| \$1,000,001 to \$2,000,000 | \$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 |

The amount of all such damage shall be fixed and determined by the written certificate of Director of Parks and Recreation, whose judgment shall be final disposition thereof.

4. **COMPLETION.** Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of Parks and Recreation may issue a conditional approval in accordance with Paragraph D-2, listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Conditional Approval have been corrected.

5. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection nor approval by said Director of Parks and Recreation or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Director of Parks and Recreation, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employee thereof at any time before final acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.

6. **OCCUPANCY.** The City, at the discretion of the Director of Parks and Recreation, shall have the right to take possession of and use any completed portion or partially completed portion of the structure or work, provided, in the opinion of the Director of Parks and Recreation, such possession or use does not materially affect the Contractor's ability to proceed with his work on the project. No additional time will be granted the Contractor for occupancy or possession and use of any partially completed or completed work, and such possession or use shall not constitute acceptance of the work.

D. PAYMENT

1. **PRICES AND CONSIDERATIONS.** In consideration of the faithful performance of this contract and the construction, completion, and delivery of said structures, work and improvements, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay at the office of the Director of Finance of the City of San Antonio, in Bexar County, Texas, to the Contractor as hereinafter provided out of its fund

the following sum or amount or amounts, or prices, to-wit:

FOR MATERIALS AND LABOR: ONE HUNDRED SIXTY NINE THOUSAND SIXTY THREE DOLLARS AND ZERO CENTS. (\$169,063.00)

the same being the amount or amounts or prices for said work named in the proposal of Contractor, attached hereto as an included instrument.

2. **MONTHLY ESTIMATES.** During the early part of each month as the work progresses said Director of Parks and Recreation shall make an estimate of the materials brought into the work and the labor performed during the preceding month, as well as the number of working days used during such month, and the City shall thereupon, about the middle of each month, make payments to Contractor of monthly installments based upon such estimate in a sum equivalent to ninety percent (90%) of each such monthly estimate. At the time the last monthly estimate is paid, a letter of conditional approval will be furnished the Contractor. The remaining ten percent (10%) of the estimated value shall be held by the City until the final settlement hereinafter provided for. However, where the contract price exceeds four hundred thousand dollars, installments shall be paid to Contractor at the rate of ninety-five (95%) percent of each monthly estimate, and the retainage held until final acceptance shall be five (5%) percent. The payments of such installments shall be held to be payments on account of the contract sum, and the certificates or estimates of the Director of Parks and Recreation upon which such

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid in compliance with Paragraph D-5 hereof and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided.

3. **FINAL ESTIMATE.** Contractor shall not be entitled to receive payment of any sum in excess of the amounts paid upon such monthly estimates as outlined above for at least thirty (30) days after transmittal of the letter of conditional approval and not before all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this contract; and such completion, delivery and acceptance is evidenced by the final certificate of the Director of Parks and Recreation and such certificate of acceptance is approved by the City Manager. Simultaneous with the transmittal of the final certificate of completion, delivery and acceptance, the Director of Parks and Recreation shall prepare his final estimate as the basis for final settlement upon this contract, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, City shall pay to Contractor the amount of such final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by the City or paid or allowed by the Contractor to City, or claimed for labor or materials furnished by any person, firm or corporation, or which are to be retained and held by City for any reason.

4. **CLAIMS FOR LABOR OR MATERIALS.** Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in the prosecution of the work provided for in this contract and any and all duly authorized modifications of said contract that may hereafter be made, and shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the prosecution of the work herein undertaken and Contractor shall execute a bond for this purpose as hereinafter set out. Before the City shall be obliged to pay any amount to Contractor on final settlement, Contractor shall furnish to the satisfaction of the Director of Finance, evidence that all labor employed and all materials used in the construction of the work have been fully paid for by Contractor.

5. **DIRECTOR OF PARKS AND RECREATION TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specially understood and agreed that subject only to the prices, terms and provisions specifically set forth in this contract and included instruments, the written estimates and certificates of the Director of Parks and Recreation shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by City as required by the other terms and conditions hereof, also in case of controversy, in fixing and determining all unliquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable to Contractor by City.

6. **ALTERATIONS AND EXTRA WORK.** Said Director of Parks and Recreation may, by his written order, approved by the signature of the City Manager, make deletions, alterations, modifications or additions in the specifications and plans for the work for the purpose of perfecting the work herein undertaken or the ramifications thereof, and the Contractor shall execute the work as so changed, provided the entire cost of such extra work as results from such changes, including the cost of extra work resulting from any prior alterations modifications, or additions so ordered, shall not exceed twenty-five percent (25%) of the original amount of the contract, as set out in paragraph D-1 hereof; and provided further that the price is agreed upon in writing before the work is done or materials furnished and that such agreement is signed by the Contractor and by the Director of Parks and Recreation and the City Manager, it being further agreed and understood that if no such agreement as to price can be reached after discussions, that payment by the City shall be upon the basis of cost of labor and materials plus ten percent (10%). The cost of such extra work shall be added to the estimates payable to the Contractor by the City, all of which shall be effected under the terms and provisions of this contract. The Director of Parks and Recreation may order the Contractor to omit any part or parts of the work remaining to be done and the City shall not be bound to pay for extra work so ordered to be omitted. No additional working time will be granted for alterations and/or extra work unless specified in said written order approving work.

E. INDEMNIFICATION

1. **CARE TO AVOID ACCIDENTS OR INJURY TO PERSON OR PROPERTY.** During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, Contractor shall exercise the utmost care to avoid accident or injury to persons or property. He shall place and maintain all necessary barriers and safeguards, including watchmen, if necessary, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site. Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to person or property, resulting or alleged to result from or to be occasioned by the acts or omissions of the Contractor, whether negligent or otherwise, in the performance, conduct or maintenance of the work, or in guarding same, or from any improper methods, tools, implements or materials employed therein, or on account

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

of any such acts or omissions of Contractor's agents, servants, employees, assignees or sub-contractors (including the agents, servants and employees of such sub-contractor); and Contractor or his insurer shall well and truly make payment of any and all sums recovered against the City in any suit or suits on account of such alleged injury or damage, to which the City may be made a party, together with all costs, damages and expenses borne by the City in connection with such suits, all in a manner as to save the City harmless from any expense connected with such actions and claims. The City is further authorized, upon the order of the Director of Parks and Recreation, to deduct or retain from any estimate or estimates or amounts retained hereunder, such sum as may be claimed for any injury or damage described above unless and until Contractor shall give a further and special bond or deposit adequate to cover such contingent liability as determined by the Director of Parks and Recreation or otherwise present evidence of full indemnification to the City in connection with such claims or actions.

2. **INTELLECTUAL PROPERTY RIGHTS, ETC.** Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any intellectual property.

F. **INSURANCE**

1. The following types of insurance shall be furnished for the duration of the project, and two copies of Certificates of Insurance showing compliance with the provisions of this paragraph shall be furnished to the Department of Parks and Recreation prior to or at the time this contract is executed by the Contractor and before a Work Order is issued.

a. General Insurance, Commercial General (Public) Liability, Builder's Risk and Business Automobile, Builder's Risk Insurance Coverage shall be carried as specified in the Included Documents.

b. Worker's Compensation Insurance Coverage -- Statutory, \$500,000.00 each occurrence.

A. Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

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

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

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

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

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

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

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

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

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

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

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

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

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

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

The City shall be named as an additional insured in all coverage described above in paragraph a, above.

In the submission of the Certificates of Insurance, the insurance company in every case must agree to providing notice of cancellation of any insurance to the City ten (10) days prior to such cancellation of policies covered by the certificates.

G. BONDS

1. **PERFORMANCE BOND.** Contractor hereby agrees to execute with sureties and deliver to the City, at once, a "Performance Bond" in accordance with Chapter 252, Texas Local Government Code, in the total amount of the contract price, **\$169,063.00**, approved by the City as to form and sufficiency, conditioned that Contractor shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of the contract, said Performance Bond to be attached hereto as an included instrument.

2. **PAYMENT BOND.** Contractor hereby agrees to execute with sureties and to delivery to the City, at once, a "Payment Bond" in accordance with Chapter 252, Texas Local Government Code, in an amount at least equal to the contract price, such as shall be satisfactory to the City as to form and sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the work provided for in this contract; said Payment Bond to be attached hereto as an included instrument.

3. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or subletting, whether with or without the consent of said City, and no order of said City for or approval or any alterations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.

H. COMPLIANCE WITH FEDERAL REGULATIONS

1. The Contractor is responsible for compliance with all Federal regulations included in the City of San Antonio Compliance Manual, as may occasionally be amended. The Compliance Manual is incorporated and made part of this contract.

I. INTEREST IN CITY CONTRACT PROHIBITED

1. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee. Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City and/or City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of Land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity; a business entity in which any individual or entity above-listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

J. GENERAL PROVISIONS

1. **MERGER.** This document and included instruments is the entire contract and recites the full consideration between the parties, there being no other written or parol agreement; it being understood that the Charter of the City of San Antonio requires all of its contracts to be written and made by ordinance.

2. **CHOICE OF LAWS, VENUE.** This Contract shall be construed under the laws of the State of Texas.

3. **CONSTRUCTION OF TERMS.** The headings preceding the text of the paragraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect. The use herein of the singular number shall be deemed to include the plural and vice

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

versa, and the use hereof of the masculine shall be deemed to mean the feminine or neuter and vice versa, wherever the sense of this contract so requires.

4. SEVERABILITY. If any term or provisions of this contract, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

(This space intentionally left blank)

SOUTHSIDE LIONS PARK (EAST) ENTRANCE

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk; and the said Contractor, acting by **CARLOS ABELAR** thereunto duly authorized **VICE PRESIDENT** does now sign, execute and deliver this instrument.

EXECUTED in San Antonio, Texas on 9th day of April, A.D. 2008

(CITY SEAL)

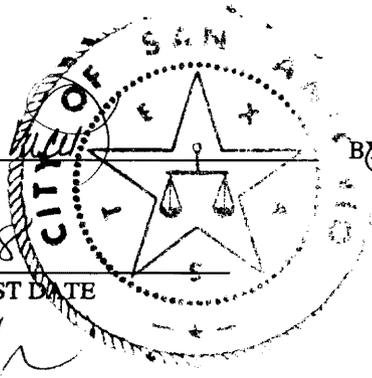
CITY OF SAN ANTONIO

ATTEST: [Signature]
CITY CLERK

BY: [Signature]
CITY MANAGER

4-9-08
CITY CLERK ATTEST DATE

[Signature]
CITY ATTORNEY



(CORPORATE SEAL)

TCL CONSTRUCTION ENTERPRISES, INC.

ATTEST: [Signature]
SECRETARY

BY: [Signature]
CARLOS ABELAR, VICE PRESIDENT

SOUTHSIDE LIONS PARK (EAST) ENTRANCE



CMS or Ordinance Number: OR00000200803200218

TSLGRS File Code: 1000-05

Document Title:

ORD - Approving a total construction project amount of \$258,803.00 to include awarding a \$169,063.00 contract with TCL Construction Enterprises, Inc.,

Ordinance Date:
3/30/2008