SW/vv
12/11/14
Item #15

AN ORDINANCE 2014-12-11-1012

ACCEPTING THE LOWEST QUALIFIED BID AND AWARDING A CONSTRUCTION CONTRACT, INCLUDING AN ADDITIVE ALTERNATE, TO TCL CONSTRUCTION ENTERPRISES, INC. IN THE AMOUNT OF $1,965,000.00 IN CONNECTION WITH THE LEON CREEK GREENWAY TRAIL PROJECT FROM INGRAM ROAD TO MILITARY DRIVE, A 2005 PROPOSITION 2 SALES TAX INITIATIVE FUNDED PROJECT LOCATED IN COUNCIL DISTRICT 6; AND AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF THE LEON CREEK GREENWAY TRAIL PROJECT FROM INGRAM ROAD TO MILITARY DRIVE, WITHIN THEIR RIGHTS-OF-WAY.

* * * * *

WHEREAS, this ordinance will authorize the construction of a hike and bike trail system along the Leon Creek Greenway Trail Project from Ingram Road to Military Drive and will authorize the execution of an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to allow for the construction and maintenance of the Leon Creek Greenway improvements within TxDOT rights-of-way along Ingram Road to Military Drive; and

WHEREAS, the project will consist of approximately 2.2 miles of concrete trails, a trailhead, signage and associated trail amenities and improvements. Design work was performed by the Terra Design Group; and

WHEREAS, the Request for Low Qualified Bids was advertised the last week of September 2014 and the first week of October 2014 in the Hart Beat, the Texas Electronic State Business Daily, the City's website, and announced on the City's public access station TVSA; and

WHEREAS, five bids were received, and after reviewing the bidders' qualifications and conducting interviews, TCL Construction Enterprises, Inc. was selected with the lowest qualified bid, including an additive alternate, of $1,965,000.00; and

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

WHEREAS, the Goal Setting Committee set a 28% Small Business Enterprise (SBE) subcontracting goal, a 20% Minority/Women Business Enterprise (M/WBE) subcontracting goal, and a 1% African American Business Enterprise (AABE) subcontracting goal; and

WHEREAS, TCL Construction Enterprises, Inc. has committed to 38.1% SBE, 23.1% M/WBE, and 1.6% AABE subcontractor participation; and

WHEREAS, TCL Construction Enterprises, Inc. is a certified small and minority owned business; **NOW THEREFORE:**

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

SECTION 1. The lowest responsive qualified bid in the amount of $1,965,000.00 from TCL Construction Enterprises, Inc., including an additive alternative, for the Leon Creek Greenway Trail Project, is hereby accepted. The contract described herein shall become effective upon the deposit of all required bonds and insurance certificates so long as such deposits are accomplished within sixty (60) days from the effective date of this ordinance. A copy of the contractor's executed Formal Invitation for Bids and Contract is attached hereto and incorporated herein for all purposes as **Attachment I.**

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

SECTION 3. Payment in the amount of $1,965,000.00 in SAP Fund 40005000, Park Improvements, SAP Project Definition 26-00077, Leon CG (Bandera Rd to Military), is authorized to be encumbered and made payable to TCL Construction Enterprises, Inc., for construction services.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SW/vv
12/11/14
Item #15

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

PASSED AND APPROVED this 11th day of December, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**15 (in consent vote: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 41)**
Date:	12/11/2014
Time:	02:45:24 PM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the lowest qualified bid and awarding a construction contract, including an additive alternate, to TCL Construction Enterprises, Inc. in the amount of $1,965,000.00 in connection with the Leon Creek Greenway Trail Project from Ingram Road to Military Drive, a 2005 Proposition 2 Sales Tax Initiative funded project located in Council District 6; and authorizing an Advance Funding Agreement with Texas Department of Transportation to allow for the construction and maintenance of the Leon Creek Greenway Trail Project from Ingram Road to Military Drive, within their rights-of-way. [Gloria Hurtado, Assistant City Manager; Xavier D. Urrutia, Director, Parks and Recreation]
Result:	Passed

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

CITY OF SAN ANTONIO

Issued By: Transportation and Capital Improvements **Date Issued: September 29, 2014**
ID NO.: 26-00077

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT
LEON CREEK GREENWAY (INGRAM RD. TO W. MILITARY DRIVE) - #26-00077

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, Tx 78205 until **2:00 P.M. CST** on **Tuesday, November 4, 2014** (solicitation deadline) and publicly read aloud in **City Council Chambers, 114 W. Commerce, Municipal Plaza Building.** Bids must be submitted in a sealed envelope and clearly marked with the bidder's name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held on October 9, 2014 at the VIA Transit Center Trailhead, 3215 Northwestern Drive, San Antonio, TX 78238, at 8:30 A.M. Deadline for questions is October 17, 2014 at 4:00 P.M.

This invitation includes the following Contract Documents:

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

Plans, Specifications and Special Conditions may be purchased at a cost of **$100.00** per set (tax included) from the office of Terra Design Group, Attn: Marc Zak, 816 Camaron Street, Suite 103, San Antonio, TX 78212; Phone: (210) 220-1400. No refund will be made for plan sets that are returned. Changes to Plans, Specifications and Special Conditions will be included in an addendum and will be posted on the web at **www.sanantonio.gov/rfplistings** along with this solicitation. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and with original signatures) constitute the required information to be submitted as a part of the bid proposal:

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

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

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

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

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

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

[signature] / 11/04/14 Signer's Name: [illegible]
Original Signature of Person Authorized to Sign Bid/Contract Date (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: Leon Creek Greenway (Ingram to Military Dr.)
ID NO.: 26-00077
The estimated construction budget for this contract is $2,017,000.00

Date Issued: September 29, 2014

020

BID FORM

I. BASE BID

Amount of Construction Base Bid (Insert Amount in Words and Numbers):
(One Million Eight Hundred & Ninety Five Thousand Dollars & 00/100) $ 1'895,000.00

Total Amount of Base Bid (Insert Amount in Words and Numbers):
(One Million Eight Hundred & Ninety Five Thousand Dollars & 00/100) $ 1'895,000.00

II. ALTERNATES

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

Additive Alternate #1 - Trail Along Potranco Road, Trail Connection from Main Trail to Trail Along Potranco Road and Nieghborhood Connection Node

Total Amount of Bid for Additive Alternate #1 (Insert Amount in Words and Numbers):
(Seventy Thousand Dollars & 00/100) $ 70,000.00

III. UNIT PRICES

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

IV. ALLOWANCES (if applicable)

TEN Construction Enterprises, Inc.	(210) 436-8612
Official Name of Company (legal)	Telephone No.
1131 Babcock Suite 150	(210) 436-0529
Address	Fax No.
San Antonio, TX 78201	LuDaGaTa@aol.com
City, State and Zip Code	E-mail Address

Name of the proposed **Project Manager:** Carlos Abelar Sr.

Name of the proposed **Site Superintendent:** Carlos J. Abelar Jr.

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

2014 NOV -4 PM 1:39

CITY OF SAN ANTONIO

025 UNIT PRICING FORM

PROJECT NAME:LEON CREEK GREENWAY (Ingram to Military)
PROJECT NO. 26-00077

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
	The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.		
1	Clear and Grub	S.Y.	$ 3.15
2	Grading	S.Y.	$ 4.40
3	Asphalt Parking Lot	S.Y.	$ 5.15
4	Concrete Walk/Pad	S.F.	$ 6.50
5	Concrete Trail, 10'-0" Wide with 8" Toe Down	S.F.	$ 7.50
6	Concrete Trail, 10'-0" Wide with 24" Toe Down	S.F.	$ 9.75
7	Concrete Trail, 10'-0" Wide with 48" Toe Down	S.F.	$ 12.05
8	Concrete Structure, Low Water Crossing, Details 4 and 5/DT 1.06	S.F.	$ 52.50
9	Limestone Boulders, Detail 9/DT 1.02	EA.	$ 600.00
10	Rock Filter Dam, Type 2	L.F.	$ 24.00
11	Silt Fence	L.F.	$ 2.25
12	Trail Node, Detail 1/DT 1.06 (not to include abutting trail)	EA.	$ 4,500.00
13	Trail Interpretive Node, Detail 2/DT 1.06 (not to include abutting trail)	EA.	$ 10,000.00
14	1/4 Mile Marker, Detail 3/DT 1.16	EA.	$ 1,350.00
15	Wayfinding Marker, Detail 2/DT 1.16	EA.	$ 2,100.00
16	Signage Pedestal with Sign Panel, Details 4 and 5/DT 1.16	EA.	$ 2,650.00
17	Map Pedestal with Sign Panel, Details 6 and 7/DT 1.16	EA.	$ 2,700.00
18	Small Monument with Sign Panels, Details 8-12/DT 1.16	EA.	$ 8,000.00
19	Large Monument with Sign Panels, Details 5-9/DT 1.15	EA.	$ 10,500.00
20	Kiosk Block with Sign Panel, Details 3 and 4/DT 1.15	EA.	$ 3,800.00
21	Accessible Parking Sign	EA.	$ 600.00
22	Passing/Warning Sign, Details 4-7/DT 1.12	EA.	$ 700.00
23	Overpass Sign	EA.	$ 350.00
24	Removable Bollard, Detail 5/DT 1.03	EA.	$ 1,800.00
25	Toilet Enclosure	EA.	$ 9,500.00

CITY OF SAN ANTONIO

025 UNIT PRICING FORM

PROJECT NAME:LEON CREEK GREENWAY (Ingram to Military)
PROJECT NO. 26-00077

26	Entry Gate	EA.	$	5,000.00
27	Parking Lot Striping	L.F.	$	10.00
28	Picnic Table	EA.	$	4,500.00
29	Picnic Table, ADA	EA.	$	5,000.00
30	Bike Rack	EA.	$	700.00
31	Trash Receptacle	EA.	$	1,849.00
32	Recycle Receptacle	EA.	$	1,790.00
33	Drinking Fountain	EA.	$	6,000.00
34	Water Meter, 5/8" (includes impact fees)	EA.	$	9,000.00
35	Water Meter, 1" (includes impact fees)	EA.	$	11,000.00
36	Asphalt Parking Lot	S.Y.	$	47.50
37	Concrete Curb, Detail 12/DT 1.05	L.F.	$	14.00
38	Concrete Wheel Stop	EA.	$	75.00
39	Pedestrian Bridge with Abutments and Boulders, 50'-0"	EA.	$	135,000.00
40	Turf Sod, Buffalo	S.F.	$	0.75
41	Turf Hydroseed, Buffalo	S.F.	$	0.70
42	Turf Hydroseed, Native Grass Mix	S.F.	$	0.70
Note 1	**All unit bid prices for pavements, structures and walks to include cost of sub-base and**			
Note 2	**Bid item unit prices are to match construction items specified in the bid plans and specifications.**			
Note 3	**All unit prices are to be complete in place cost**			

TCN Construction Enterprises, Inc. hereby certifies that the unit prices shown on this form in this bid proposal are the unit prices intended for this project. These unit prices are 'complete and in place', and include but are not limited to: necessary superintendence, labor, machinery, equipment, tools, materials, mobilization, insurance, overhead and other miscellaneous items and cost to complete the proposed work. It is further understood that these unit prices will be used by the City of San Antonio, at any time during the construction project, to adjust the final bid and/or contract amount through additions to or deletions from the scope and amount of work for the project, at the sole discretion of the City of San Antonio.

TCN Construction Enterprises, Inc. agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed: [signature] Date: 11/04/16

Title: President

L.V.

EXPERIENCE AND QUALIFICATIONS

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

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

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

3. List the number of years your organization has been doing business as a construction general contractor: 7 years. If less than three (3) years, on a separate page submitted with your bid, kindly explain your organization's construction general contractor history.

RELEVANT (SIMILAR) EXPERIENCE PROJECT SHEETS:

Bidder shall include a project sheet for, at minimum, three (3) previous projects with similar scope that have been successfully completed within the last five (5) years that demonstrate knowledge of sequencing and staging challenges in a limited area of work due to native plant material that is to be protected, as well as having heavy foot traffic with Public Access to open adjacent portions of a park. Project sheets should demonstrate specific experience with the City of San Antonio Development Services Tree Ordinance and Landscape Ordinance or other municipal tree preservation and landscaping regulations; Federal ADA requirements, as well as State TDLR requirements for site and Park Improvements.

Each project sheet shall include:

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

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

L.V.

TCL CONSTRUCTION ENTERPRISES INC.

030

EXPERIENCE AND QUALIFICATIONS

TCL CONSTRUCTION ENTERPRISES

PERSONNEL: 16 Inhouse Crew

Experience: Sitework,Form Setters, Rebar Tie Wire and Concrete Finishers.

VEHICLE& EQUIPMENT LIST

763 Bobcat
Treancher 3500 ditchwitch
Treancher TF300
Welder
2007 CAT 4160 Backhoe Loader
Bracker and 2 buckets for Backhoe
1986 Ford Water Truck L8000 Diesel
2004 Double Jump Smooth Roller
Case Skidsteer w/GP bucket
Bobcat skidsteer auger attachment 0481
2012 - S650 Bobcat
2012 - S650 Bobcat
S220 Bobcat
S650 Bobcat
1999 International Readymix (Vib ...2199)
1999 International Readymix (Vib ...2170)
2005 Chevrolet Silverado
1987 Ford L8000 Diesel Water Truck
2001 Chevrolet Dually (Tan)
2000 Sterling Dump Truck
1996 Ford F250
2002 Chev Silverado P/U
1993 GMC Truck
2007 Chevrolet Avalanche
2010 Ford Truck
2012 Chevrolet Dually 1 Ton
2013 Chevrolet Dually 1 Ton
Rock Treancher
2007 Chevrolet 2500 P/u
Forklift Caterpillar 3000 LBS
873 Bobcat Skid Steer
Kubota Mini Excavator W/Rubber
1988 Home Utility Trailer
1994 Home Utility Trailer
2003 Trailer CBGT
1997 Home Utility Trailer
Utility Trailer
Utility Trailer
Utility Trailer

T C L Construction Enterprises, I nc
1131 B abcock, S an A ntonio, T X 78228
(210) 436 8612 P H (210) 436 0529 F ax

2. TCL RELEVANT JOB EXPERIENCE

City of San Antonio

- *2013 – 2014 - 2 -3/Year-Annual- Contract (Labor and materials for concrete work for Park Operations, RFB A1296A (Various Trails within the contract)*
- *2010- 1013 - 3-Year-Annual-Contract for labor and materials for concrete work for Park Operations, RFB A-08JW (Various Trails within the contract)*
  - *Pugmill Trail done by others replaced with concrete*
    Medina River Section
    O.P. Schnabel Park Section
    Medina Base Park Section
  - *Brooks Park Trail*
  - *Villa Coronado Trail*

CGC General Contractor - Bill Cleary - Owner – (210) 733 3600

- *Salado Creek Trail Greenway Phase II - (From Hardberger Park to Walkers Ranch) ($847,000)*
- *Somerset School District Trails*
- *Vista College Trails*

GG&G General Contractor – Al Guevara – Owner – (210) 416 9280

- *Kerrville River Trail (From G Street to Schreiner Park) ($1'611,003.00)*
- *Salado Creek Trail Greenway Phase I -(From Huebner Rd to Hardberger Park) ($501,994)*

Amstar General Contractors - Fernando Flores - (210) 391 8955

- *Panther Springs Trail ($558,000.00)*

K-Bar Services, Inc. (Concrete bridges)

- *Leon Creek Greenway ($185,000) – (210) 633-9268*

L.V.

TCL CONSTRUCTION ENTERPRISES INC.

030

RELEVANT (SIMILAR) EXPERIENCE PROJECT SHEET

TCL Construction Enterprises, Inc
1131 Babcock, San Antonio, TX 78228
(210) 436 8612 PH (210) 436 0529 Fax

TCL TRAIL WORK EXPERIENCE

City of San Antonio

- *2013 – 2014 - 2 -3/Year-Annual- Contract (Labor and materials for concrete work for Park Operations, RFB A1296A (Various Trails within the contract)*
- *2010- 1013 - 3-Year-Annual-Contract for labor and materials for concrete work for Park Operations, RFB A-08JW (Various Trails within the contract)*
  - *Pugmill Trail done by others replaced with concrete*
    - *Medina River Section*
    - *O.P. Schnabel Park Section*
    - *Medina Base Park Section*
  - *Brooks Park Trail*
  - *Villa Coronado Trail*

CGC General Contractor - Bill Cleary - Owner – (210) 733 3600

- *Salado Creek Trail Greenway Phase II - (From Hardberger Park to Walkers Ranch) ($847,000)*
- *Somerset School District Trails*
- *Vista College Trails*

GG&G General Contractor – Al Guevara – Owner – (210) 416 9280

- *Kerrville River Trail (From G Street to Schreiner Park) ($1'611,003.00)*
- *Salado Creek Trail Greenway Phase I -(From Huebner Rd to Hardberger Park) ($501,994)*

Amstar General Contractors - Fernando Flores - (210) 391 8955

- *Panther Springs Trail ($558,000.00)*

K-Bar Services, Inc. (Concrete bridges)

- *Leon Creek Greenway ($185,000) – (210) 633-9268*

L.V.

Attachment 030. II

TCL CONSTRUCTION ENTERPRISES

TCL CONSTRUCTION ENTERPRISES, HAS ESTABLISHED A RELATIONSHIP WITH THE CITY OF SAN ANTONIO ARBOREST, OUR SCOPE OF WORK ON PAST CITY CONTRACTS HAS GIVEN US VALUABLE KNOWLDEGE TO ASSURE THAT ALL REGULATIONS FOR TREE PRESERVATION AND LANDSCAPING ARE FOLLOWED.

COSA - TREE MAINENANCE LICENSE
TCL CONSTRUCTION ENT, INC.
CARLOS ABELAR
LIC# TL922554

L.O.

Attachment 030. II

TCL CONSTRUCTION ENTERPRISES

TCL CONSTRUCTION ENTERPRISES HAS VAST ON SITE EXPERIENCE IN DEALING WITH ADA REGULATIONS FOR CONCRETE WORK DUE TO OUR CONTINUOS ANNUAL CONCRETE CONTRACT WITH COSA - PARK AND RECREATIONS

TCL CONSTRUCTION ENT, INC.
SIDEWALK AND CURB
CARLOS ABELAR
LIC# TS846

K.V.

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17771 Cowan, Suite 100 Irvine, California 92614 (949) 263-3300
www.InscoDico.com

Bond No. BID

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, TCL Construction Enterprises, Inc.,

as Principal, and Developers Surety and Indemnity Company, a corporation

authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto

The City of San Antonio

(hereinafter called the Obligee)

in the full and just sum of Five Percent Greatest Amount Bid ----------

---

Dollars, ($ 5% GAB ----------) for the payment whereof in lawful money of the United States,

we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Leon Creek Greenway (Ingram Rd. to W. Military Drive)
26-00077

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 4th day of November, 2014.
Year

TCL Construction Enterprises, Inc.
Principal

Developers Surety and Indemnity Company
Surety

By: Becky Landry
Becky Landry
Attorney-in-fact

Becky Landry, Resident Agent
Authorized Representative (Name and Title)

By: Becky Landry
Signature of Authorized Representative

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

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

Gregory LeJune, Becky Landry, Ana Tomes, Mary F. Gainer, 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 each of said corporation could do, but reserving to each of said 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 January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power 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 officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark J. Lansdon
Mark J. Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 2033556
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2017

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or 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 Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 4th day of November, 2014

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1438(Rev.11/13)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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:

1-800-252-3439

You may write the Texas Department of Insurance at:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning 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.

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tanbien puede escribir a Surety at:

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

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

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

DISPUTAS 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 comunicarrse con el departamento (TDI).

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

THE INSCO DICO GROUP

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Leon Creek Greenway (Ingram to Military)***

RESPONDENT NAME: TCN Construction Enterprises, Inc.

SOLICITATION API: ***Small Business Enterprise (SBE), Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Program and African American Business Enterprise (AABE) Subcontracting Program***

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a ***twenty-eight percent (28%) SBE subcontracting goal and a twenty percent (20%) M/WBE subcontracting goal.*** Moreover, **one percent (1%)** out of the twenty percent (20%) M/WBE subcontracting goal is to be subcontracted to **AABE firms.** Segmented AABE goals target the participation of AABEs within select industries (Construction, Professional Services & Other Services) as identified by the availability in the Central Vendor Registry. Participation by AABE subcontractors automatically counts toward the M/WBE subcontracting goal.

Pursuant to the SBEDA Ordinance, M/WBEs and AABEs must also be certified as SBEs with the South Central Texas Regional Certification Agency (SCTRCA) and be headquartered or have a Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals. Self-performance by SBE, M/WBE and/or AABE prime respondents does not count towards these subcontracting goals. Commitment to meet subcontracting requirements must be demonstrated by writing the **company name, SAePS vendor number of each subcontractor/supplier, dollar value or percentage of participation on the contract, and type of work to be performed**.**

In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE, M/WBE and AABE subcontracting goals shall render its response NON-RESPONSIVE. For further clarification, please contact Diane Nicho at (210) 207-8088.

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

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: TCN Construction Enterprises, Inc.	$ 1,173,650.00	62 %	ESBE, HABE, MBE, SBE	NAICS: 238110, 238990
SAePS Vendor #: 20050217			SCTRCA #: 2130 80217	

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

Sub: I.C.E. Construction Services, LLC	$ 29,500.00	1.5 %	AABE, ESBE, MBE, SBE, WBE	NAICS: 236115, 236116, 236118, 236220
SAePS Vendor #: 202 12661			SCTRCA #: 2131 20210	
Sub: Gep International Management, LLC	$ 362,850.00	19.14 %	HABE, MBE, SBE, DBE	NAICS: 541620, 562910
SAePS Vendor #: 20021191			SCTRCA #: 2120 11192	
Sub: Munoz Verde Irrigation & Landscaping	$ 44,750.00	2.36 %	ESBE, HABE, MBE, SBE	NAICS: 221310, 238990 561730
SAePS Vendor #:			SCTRCA #: 2130 24640	

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

K.V.

Sub: Dutch Construction Co.	$ 284,250.00	15 %	ESBE, SBE	NAICS 237990, 238110 238910.
SAePS Vendor #:			SCTRCA #: 2131202210	
Sub: N/A	$ N/A	N/A %		N/A
SAePS Vendor #:			SCTRCA #: N/A	
Sub: N/A	$ N/A	N/A %		N/A
SAePS Vendor #:			SCTRCA #: N/A	
Sub: N/A	$ N/A	N/A %		N/A
SAePS Vendor #:			SCTRCA #: N/A	
Sub: N/A	$ N/A	N/A %		N/A
SAePS Vendor #:			SCTRCA #: N/A	
A.Total Prime Participation:	$ 1'173,650.00	62 %	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$ 721,350.00	38 %	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$ 721,350.00	38 %	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$ 1'895,000.00	100 %	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

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

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

Print Name: TCN Construction Enterprises, Inc Mariah Lourdes Valles **Sign:** [signature] **Title:** President

Date:

FOR CITY USE

Action Taken: Approved_____ **Denied**_____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 01/21/2014

L.V.

City of San Antonio

TRANSPORTATION AND CAPITAL IMPROVEMENTS

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

LEON CREEK GREENWAY (INGRAM TO MILITARY RD)

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, NOVEMBER 4, 2014 AT 2:00 P.M. CST

***** THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE *****

Company Name: TCL Construction Enterprises, Inc.

Address: 1131 Babcock Suite 150

City/State/Zip Code: San Antonio, TX 78201

Date: 11/04/14

Signature

Print Name/Title

A.V.

City of San Antonio

TRANSPORTATION AND CAPITAL IMPROVEMENTS

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

LEON CREEK GREENWAY (INGRAM TO MILITARY RD)

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, NOVEMBER 4, 2014 AT 2:00 P.M. CST

***** THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE *****

Company Name: TCN Construction Enterprises, Inc.

Address: 1131 Babcock Suite 150

City/State/Zip Code: San Antonio, TX 78201

Date: 11/04/14

Signature

Maria De Jesus Valles / President

Print Name/Title

A.V.

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

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

WHEREAS, the Local Government desires to construct and maintain hike & bike trail improvements in the right of way of IH 410 and FM 3487 (Culebra Road), roadways on the state highway system; and

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

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

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

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

AGREEMENT

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

2. **Scope of Work**
   The Local Government will fund, design, construct and maintain hike & bike trail improvements as shown on the construction plans entitled "Leon Creek Greenway, Ingram to Military Rd., Project #26-00077, Trail Distance: 2.2 miles, Construction Documents ", hereinafter referred to as Exhibit B.

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

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

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

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

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

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

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

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

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

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

11. Sole Agreement

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

12. State Auditor

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

13. Insurance

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

14. Signatory Warranty

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

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

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

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

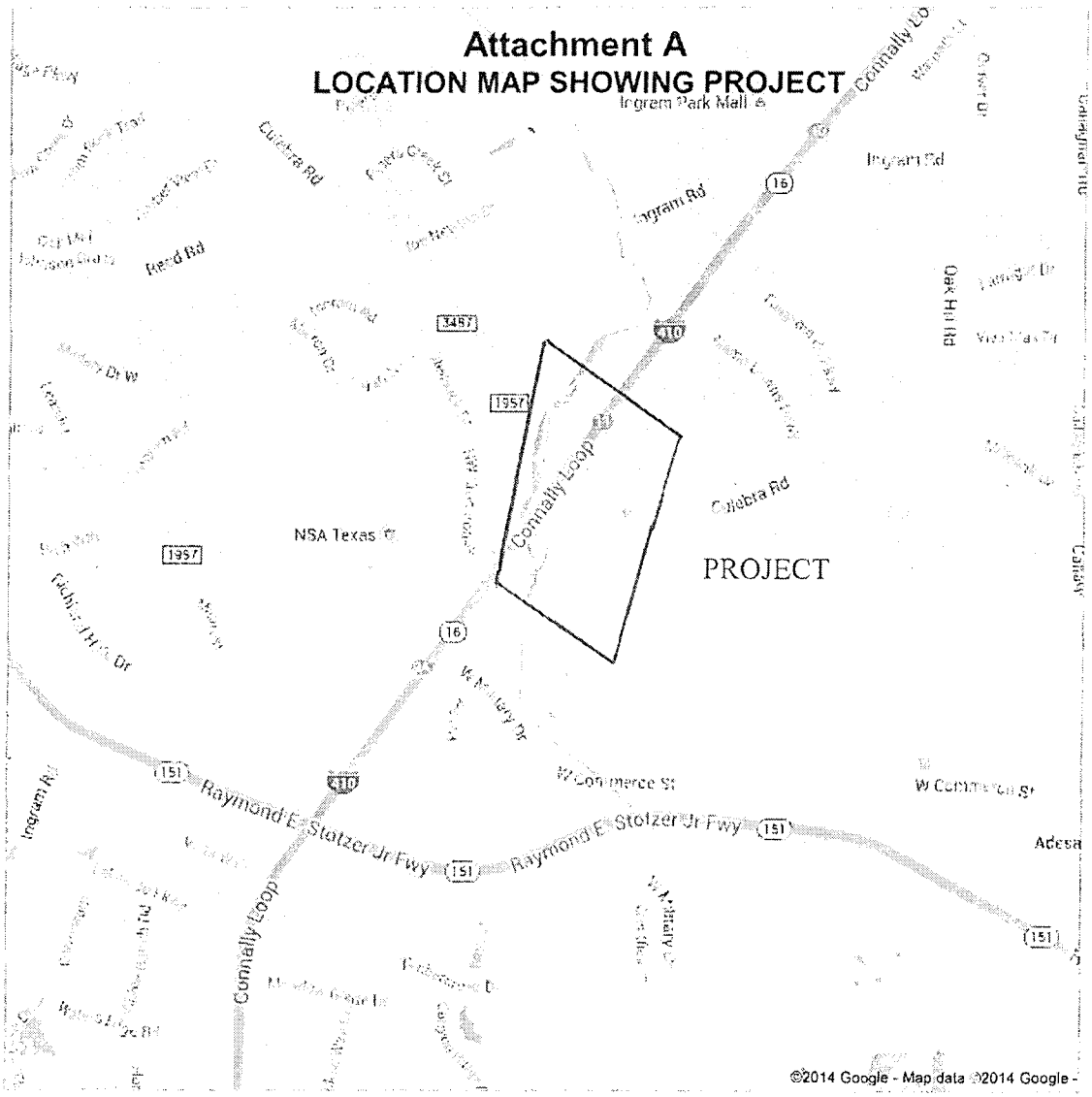
THE STATE OF TEXAS

_____
District Engineer

_____
Date

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

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

Google

Address San Antonio, TX