

AGENDA ITEM NO. **31**

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; File

SUBJECT: Medical Drive at Ewing Halsell Intersection Improvements and Development Agreement

DATE: May 1, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute a Development Agreement with the Medical Center Alliance (MCA), accepts the low qualified responsive bid, awards a construction contract in the amount of \$700,521.69 payable to Saeco Electric & Utility, Ltd., a non-MBE firm, authorizes \$44,786.69 for construction contingency expenses, and \$683.00 for advertising expenses for an overall total of \$745,991.38 in connection with the Medical Drive at Ewing Halsell Intersection Improvements, an authorized 2001 Certificates of Obligation funded project, located in Council District 8. Of the \$745,991.38, \$492,653.57 will be funded from 2001 Certificates of Obligation funds, \$230,725.56 will be funded by City Public Service (CPS) for underground conversion, and \$21,929.25 will be funded by San Antonio Water System (SAWS) for water work.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance allows the City and the Medical Center Alliance (MCA), a group comprised of most major medical related institutions within the Medical Center, to enter into a Development Agreement whereby each party funds a portion of the Medical Drive at Ewing Halsell intersection improvements. Under this agreement MCA will fund all consulting fees including construction oversight and cost overruns and the City of San Antonio will fund the construction and construction administration/inspection.

Due to increased population and development, the City and the MCA, have a joint interest in reducing traffic congestion in the Medical Center. The boundaries of the Medical Center are: Fredericksburg Rd. to the north, Babcock Rd. to the south, Hamilton Wolfe Rd to the east, and Louis Pasteur Dr. to the west. This development agreement and ordinance applies to the intersection of Medical Dr. and Ewing Halsell Rd.. The development agreement stipulates that the City will bid out and award the contract for the improvements and fund the construction and construction administration/inspection. MCA will provide the plans and engineering for the improvements, subject to City approval, and will pay any cost overruns beyond allowable construction contingency expenses up to a ceiling of \$75,000.00.

The Medical Drive at Ewing Halsell Intersection Improvement project provides for the addition of right turn lanes for all segments of the intersection to include new traffic signals, landscaping and pedestrian improvements for approximately 400 feet on Ewing Halsell and 465 feet along Medical Drive. This project will reduce traffic congestion in the immediate area and provide a unique entrance into the Medical Center. The design of this project includes the addition of underground concrete duct banks to be utilized for future CPS conversion from overhead to underground. The consulting fees for this project are being provided by the MCA who also funded Southwestern Bell Telephone Co. (SBC) conversions from overhead to underground.

This project is scheduled to begin construction May 2003 and be completed by October 2003.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in February 2003. In addition, the bid announcement was made on TVSA, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on March 12, 2003 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the List of Subcontractors and the Good Faith Effort Plan submitted by Saeco Electric & Utility, Ltd. The contractor has committed to subcontract \$224,603.00 or (32.06%) to MBE firms and \$144,492.00 or (20.62%) to WBE firms. The contract provides for 125 working days or approximately (6) months, to complete the project. Saeco Electric & Utility, Ltd. does not have any construction contracts with the City of San Antonio.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2001 Certificates of Obligation funded Capital Improvement Projects. Additionally, this ordinance continues existing policy to enter into public / private partnerships for infrastructure improvements in order to leverage funds and resources.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the current Capital Improvement Program Budget. Funds in the amount of \$492,653.57 are available from 2001 Certificates of Obligation funds and \$230,725.56 will be funded by City Public Service and \$21,929.25 will be funded from SAWS for water work, for an overall total of \$745,991.38 to be authorized payable as follows:

\$700,521.69	payable to Saeco Electric & Utility, Ltd., for construction expenses
\$ 44,786.69	payable for miscellaneous construction contingency
\$ 683.00	payable for advertising expenses

COORDINATION

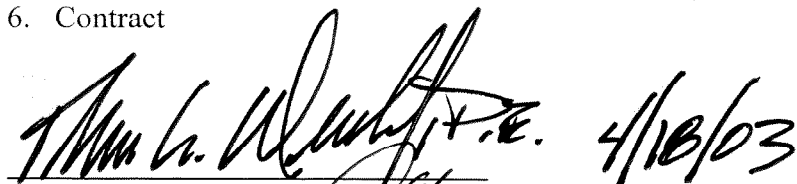
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City's Attorney's Office, and the Medical Center Alliance (MCA).

SUPPLEMENTARY COMMENTS

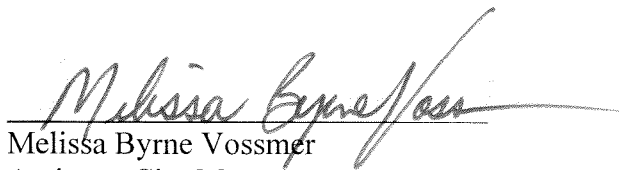
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

1. Development Agreement
2. Matrix of Bid Process
3. Project Map
4. Proposal
5. Small Business Economic Development Advocacy letter, dated April 15, 2003
6. Contract

 4/18/03

Thomas G. Wendorf, P.E.
Director of Public Works



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

AGREEMENT FOR MEDICAL CENTER IMPROVEMENT

This Agreement ("Agreement") is entered into to be effective as of the 1st day of May 2003, by and between the City of San Antonio ("City"), a municipal corporation, and Medical Center Alliance, a non-profit corporation, hereinafter referred to as "Private Party."

WHEREAS, the Private Party is comprised of certain owners of property in the Medical Center Area (described below) and will be benefited by this Agreement; and

WHEREAS, the Medical Center Area is the area within the boundaries described on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, City has approved certain funding for improvements to the Medical Center Area; and

WHEREAS, the City and Private Party have agreed, in the interest of improving the traffic pattern in the Medical Center Area, improving congestion in the Medical Center Area, improving aesthetics in the Medical Center Area, and pursuant to the terms hereof, to participate in a joint Project (hereinafter defined); and

NOW, THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. THE PROJECT

Private Party shall provide the plans for and City shall construct the Project described in Exhibit "B" attached hereto and incorporated herein for all purposes in order to protect the health, safety, and welfare of the general public. City and Private Party, subject to the terms hereof, shall provide their respective contributions (subsequently defined herein) and referred to herein as each party's "Contribution."

II. OBLIGATIONS OF PARTIES

- A. Private Party shall provide all necessary engineering and design services for the Project, subject to review and approval by the City. Private Party shall provide such other services and obligations as set forth below and elsewhere in this Agreement.
 - 1. Provide a pictorial description of the property affected by the Project. That property is more fully described on Exhibit "C" attached hereto and incorporated herein for all purposes;
 - 2. Provide the design for the Project, including by example, and not limitation, providing City a complete set of plans and specifications ("Plans and Specifications") subject to City approval and in accordance with City design standards. The Plans and Specifications shall include all design documents prepared for the Project by Private Party.

3. Develop a traffic control plan for the Project;
4. Provide continuing availability and assistance throughout construction of the Project, including, without limitation, addressing any change orders in the Plans and Specifications;
5. Provide City with two traffic signal poles and arms, custom designed as specified in the Plans;
6. Expend funds, up to the amount of \$75,000.00, as necessary in excess of City Contribution (defined below) to complete the Project and in a manner necessary to avoid delay in construction of the Project. In the event funds are necessary to complete the Project in excess of \$632,000, the parties hereto shall collaborate on changing the design of the Project. City, in its reasonable discretion, shall have the final determination and approval of the re-design of the Project.
7. City shall be required to only expend funds up to the amount of City Contribution to carry out its obligations under this Agreement. In the event the requirements of the Project or the Contractor requires the expenditure of funds in excess of City's Contribution, Private Party, on demand by City, shall provide funds, up to the amount of \$75,000.00 to City. City covenants to use such funds in the construction of the Project. In the event the parties foresee prior to commencement of construction that the Contract requires funds in excess of City Contribution, Private Party will make the appropriate contribution to City before the commencement of construction.
8. Obtain clear (marketable) fee title, to and for City for the property listed in Exhibit "D" attached hereto and incorporated herein for all purposes, City shall pay no consideration for these properties.

B. City shall construct the Project, which shall include, without limitation, the following:

1. Take title to all necessary easements and fee interests in real property necessary for City to obtain full ownership of the Project;
2. Publish a bid solicitation and award of a contract for the Project including construction of improvements in compliance with all applicable laws and regulations;
3. Oversee construction of the Project;
4. Expend funds in an amount up to \$557,000.00 ("City Contribution") to construct the Project;
5. Award the bid to the low bid responsive contractor ("the Contractor") in accordance with City's required and customary procedure;
6. Execute a Contract (the "Contract") with Contractor to construct the Project in accordance with the Plans and Specifications in the form customarily used by the City for other capital projects;

III. MISCELLANEOUS

1. All Plans and Specifications shall be subject to approval by City before any funds are expended. Private Party shall cause the Plans and Specifications to be modified as required, within City's reasonable discretion, both before and during construction of the Project.
2. Representatives of the Private Party shall have access to the Project during construction provided such access shall be accompanied by an agent of City and will cause no delay, hinder or interfere with Contractor, or with City's efforts or delay the Project.
3. Nothing herein shall be deemed to impose liability on Private Party and/or City for actions or omissions of any third Party (including, without limitation, any third party contractor or engineer).
4. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successor, or they shall not be binding upon any of the parties hereto.
5. City shall execute and effectuate change orders as such become necessary with regard to the construction contract between City and Contractor, without consent of Private Party.
6. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
7. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.
8. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.
9. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.
10. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties as shown below:

IF TO CITY:

City of San Antonio
ATTN: CITY MANAGER
P.O. Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4217

IF TO PRIVATE PARTY:

Mr. Richard McNary
Project Control of Texas
17300 Henderson Pass, Suite 110
San Antonio, Texas 78232
FACSIMILE: (210) 545-5450

AND

WITH A COPY TO:

City of San Antonio
Office of the City Attorney
ATTN: ANDREW MARTIN
City Hall/3rd Floor
P.O. Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4004

Mr. William Balthrope
President, Medical Center Alliance
4242 N. Pan Am Expressway
San Antonio, Texas 78210
FACSIMILE: (210) 223-6411

AND

Mr. James F. Summers
Fulbright & Jaworski L.L.P.
300 Convent, Suite 2200
San Antonio, Texas 78205
FACSIMILE: (210) 270-7205

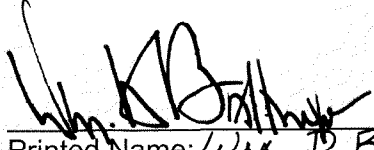
11. This Agreement, shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.
12. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purposes of this Agreement.
13. Each signatory hereof represents to the other parties to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof.
14. Each party hereto shall pay its own attorneys' fees with respect to the drafting, review and negotiation of this Agreement and all subsequent instruments and agreements related to the Project, and none of such fees shall in any event ever be considered part of the Project costs payable pursuant to the terms hereof. In the event it should ever become necessary for any party to retain the services of any attorney to enforce its rights hereunder against any other party(ies) hereto, then, should such party prevail, to shall be entitled to recover, in addition to any other damages and awards to which it may be entitled, its reasonable attorneys' fees from the defaulting party(ies).

15. Any amounts which any party hereto may become obligated to pay to any other party under the terms hereof shall be paid within thirty (30) days after the same become due, and in the event such amounts are not paid within such time, then they shall accrue interest from the expiration of such thirty (30) day period until paid at the lesser of eighteen percent (18%) per annum or the maximum nonusurious rate allowed by applicable law.
16. Time is of the essence of this Agreement and each and every provision hereof.
17. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

THE CITY OF SAN ANTONIO

MEDICAL CENTER ALLIANCE

Printed Name: _____
Title: _____


Printed Name: WM. D. BALTHROPE
Title: CHAIRMAN

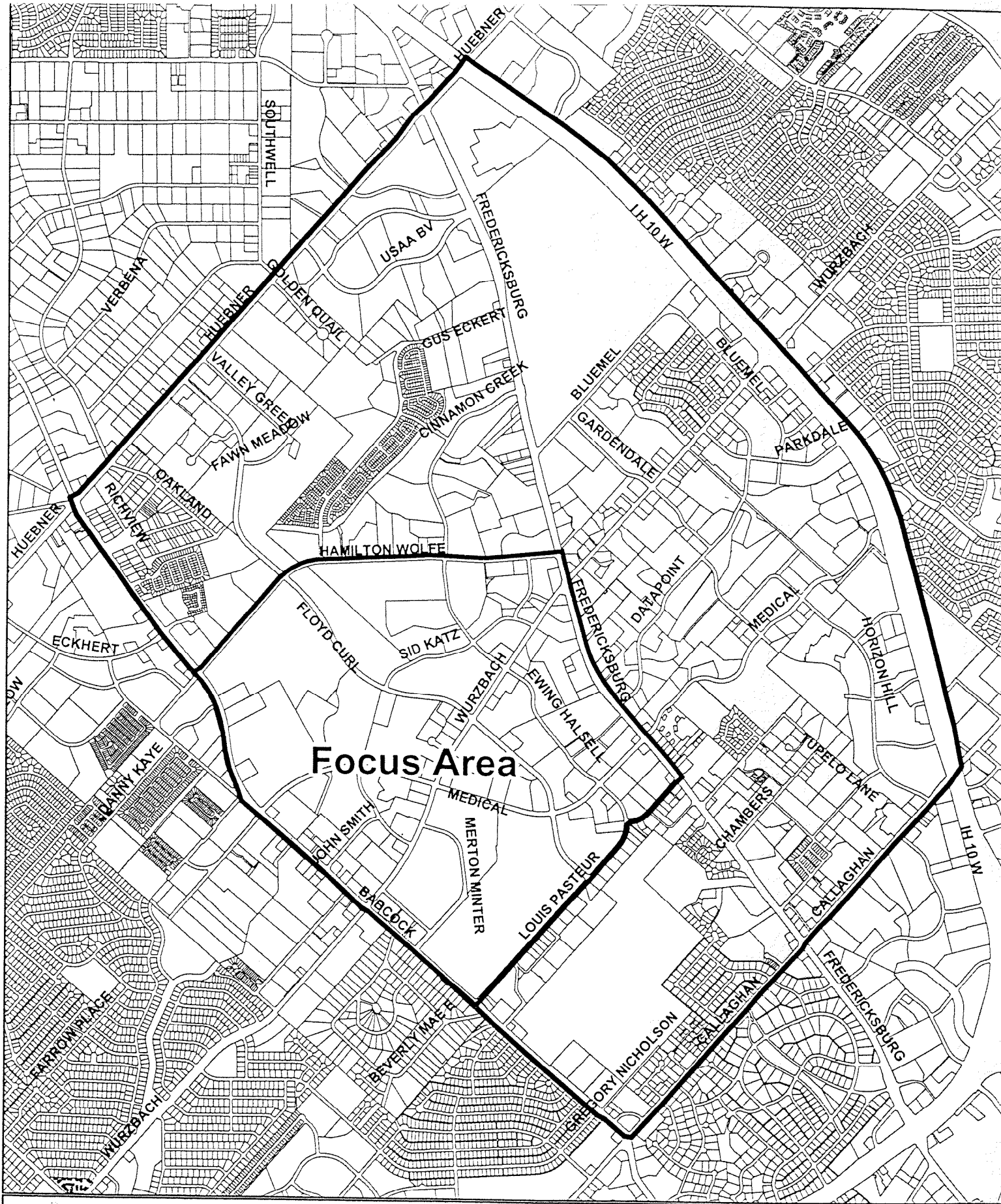
Ordinance No. _____

Matrix of Bid Tabulation
Medical Drive at Ewing Halsell Intersection Improvements
and Development Agreement

Contractor	Base Bid	SAWS Water	CPS Underground Facilities	Grand Total
SAECO Electric & Utility, Ltd.	\$447,866.88	\$21,929.25	\$230,725.56	\$700,521.69
Texas-Sterling Construction L.P.	\$599,123.00	\$19,550.00	\$240,297.00	\$858,970.00
E-Z Bel Construction, Ltd.	\$667,486.50	\$23,800.00	\$274,530.90	\$965,817.40

Exhibit A

The South Texas Medical Center (STMC) is a 5 square mile medical complex comprised of approximately 45 medical related institutions and the focus area is bounded by Fredericksburg Rd. on the north, Babcock Rd. on the south, Louis Pasteur Dr. on the west and Hamilton Wolfe on the east.



CITY OF SAN ANTONIO
Department of Public Works
Engineering Division

Exhibit A
South Texas Medical Center Limits
and Focus Area

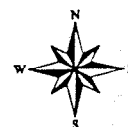
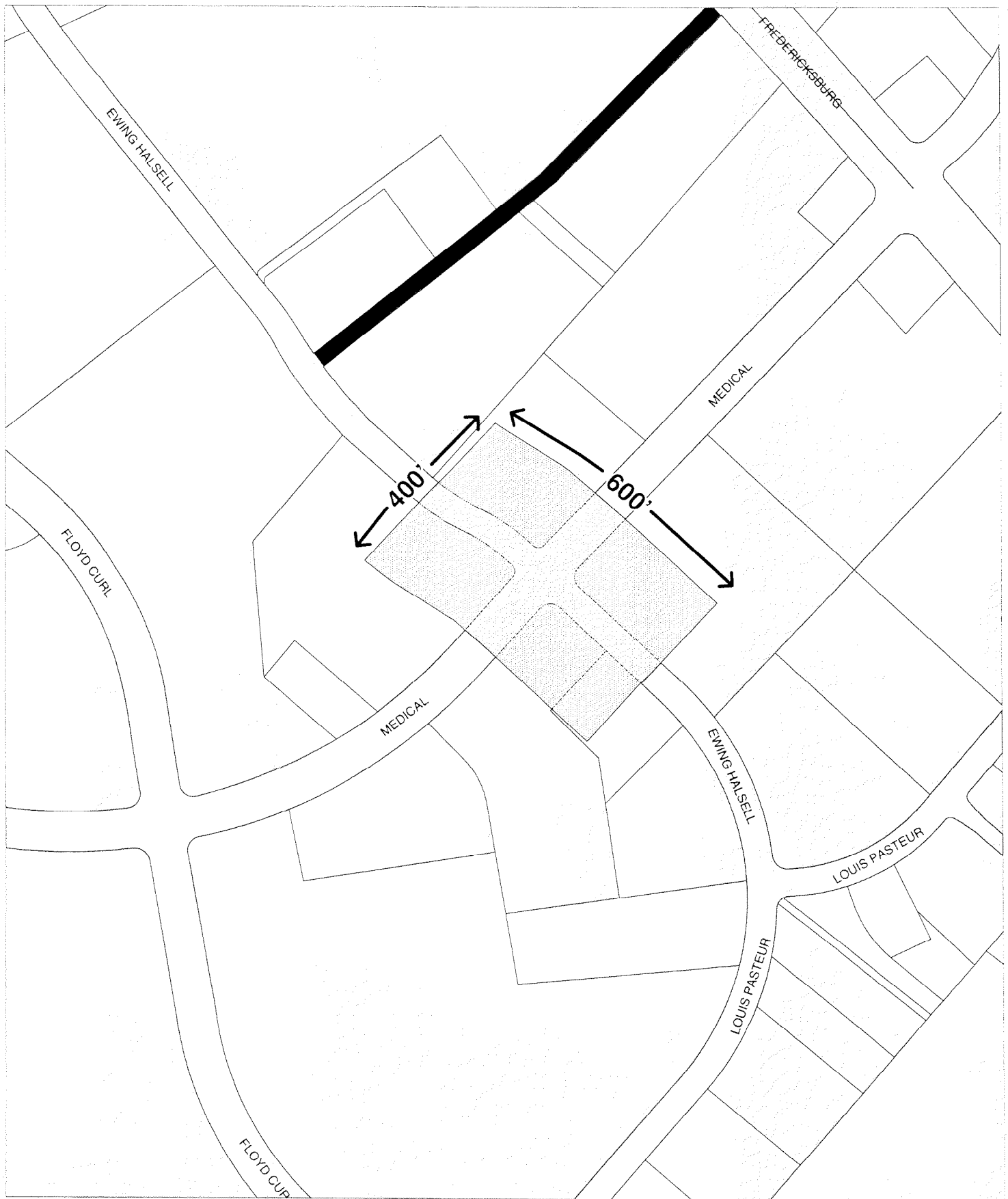


Exhibit B

The Medical Dr. at Ewing Halsell Rd. Intersection improvement project involves the addition of right turn lanes for all segments of the intersection to include new traffic signals and landscaping. This project will reduce traffic congestion in the immediate area and provide a unique entrance into the Medical Center. In addition to undergrounding of overhead utility lines, new sidewalks and curb cuts will improve conditions for pedestrian users and will be supported and enhanced by planting of new trees, shrubs and groundcovers.



City of San Antonio
Department of Public Works
Engineering Division

Medical Center Improvement

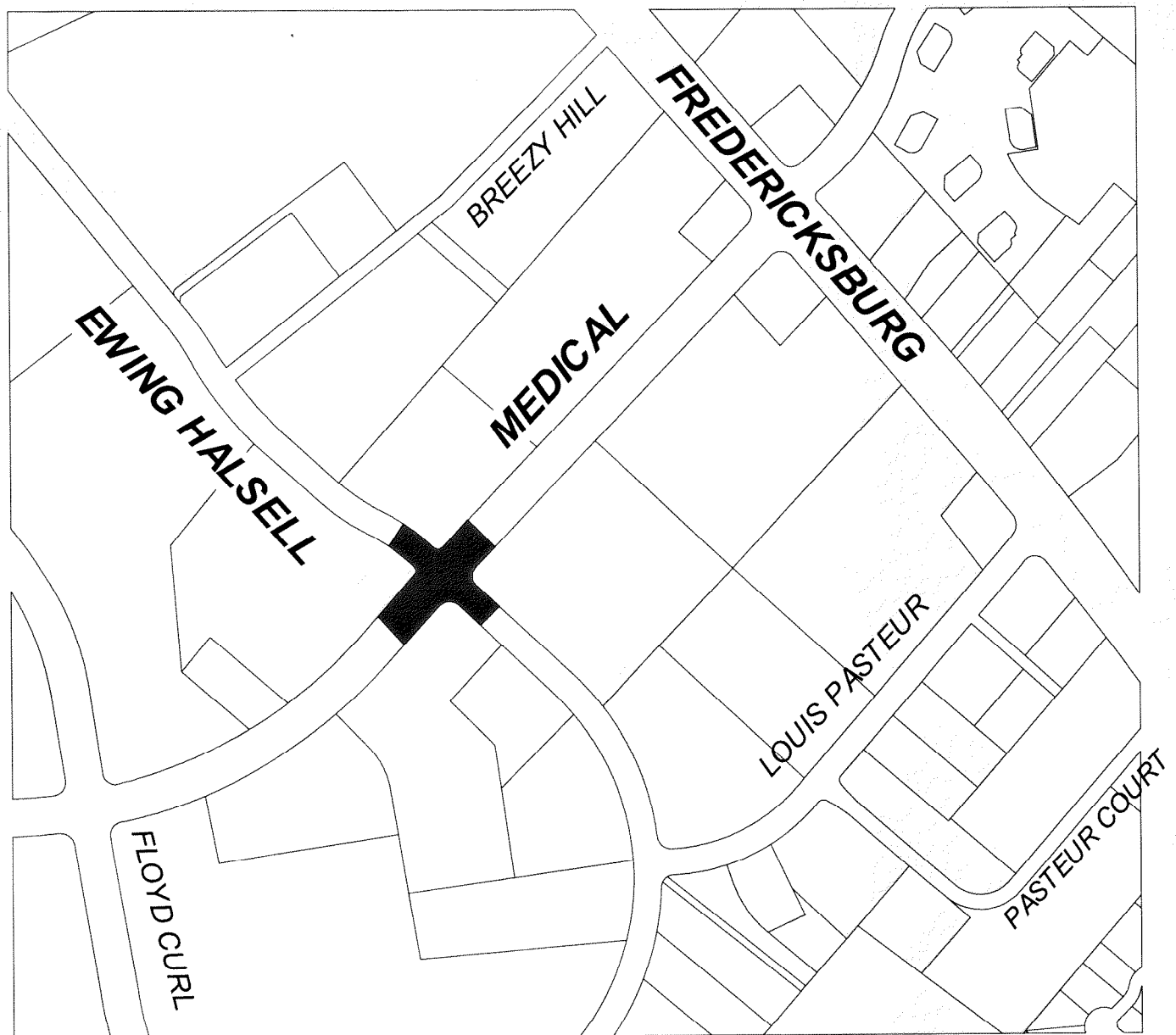
Intersection of Medical and Ewing Halsell

Exhibit C

EJH

Scale: Not to Scale





MEDICAL DRIVE @ EWING HALSELL



CITY OF SAN ANTONIO
Department of Public Works
CAPITAL PROGRAMS DIVISION



Scale: Not to Scale

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF

MEDICAL DRIVE AT EWING HALSELL INTERSECTION

IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in 125
~~calendar-~~
working days.

Accompanying this Proposal is a Bid Guaranty in the amount of 5 % OF (FIVE PERCENT)

GREATER AMOUNT BID Dollars (\$ 5 % G.A.B.) said amount being

5% per cent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

- ☐ An individual proprietorship;
☒ A partnership composed of SAECO Electric & Utility TEXAS LLC (General Partner) and SAECO Electric & Utility LTD.
☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Saeco Electric & Utility, Ltd.

P. O. Box 841

Helotes, Texas 78023

(Name of Bidder)

By: Jim J. Melchior 3-11-03
(Signature) Date

ATTEST:

[Signature]

MANAGER
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): SEVEN HUNDRED THOUSAND,
FIVE HUNDRED TWENTY-ONE AND SIXTY-NINE CENTS

\$ 700,521.69

Alternates (if applicable):

- (1) N/A (3) N/A
(2) N/A (4) N/A

SAECO Electric & Utility LTD.
Company's Name

210-695-4526
Telephone No.

P.O. Box 841
Address

210-695-4536
Fax No.

HELOTES, TEXAS 78023
City & State

78023
Zip Code

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

TO: William Krause, Capital Programs Manager, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: Courtney McClure; File

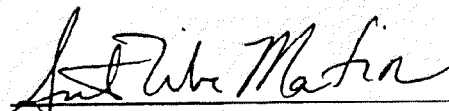
SUBJECT: List of Subcontractors Submitted for the Medical Drive at Ewing Halsell Intersection

DATE: April 15, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors submitted for Medical Drive at Ewing Halsell Intersection. The apparent low bidder has submitted contract amounts, which are reflected in the percentages below.

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
SAECO	NO	32.06%	20.62%	0%	Approved
		or	or		
Utility		\$224,603	\$144,492		

If you have any questions, please call me at (210) 207- 3901 or Courtney McClure at (210) 207-3913.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AM/CM: cm

THE CITY OF SAN ANTONIO

WORKING DAY

CONTRACT
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year **Two Thousand Three (2003)** by and between Saeco Electric & Utility, Ltd. hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

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

MEDICAL DRIVE AT EWING HALSELL INTERSECTION IMPROVEMENTS

Prepared by Pape-Dawson Engineers, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in **ONE HUNDRED TWENTY FIVE (125) WORKING DAYS**. For each Working Day that any Work is not completed after the expiration of Working Days stated above, plus any Extended Working Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

Amount of Contract

Liquidated Damages per Day

\$1,000,001 or Over	\$350.00
\$ 750,001 to \$1,000,000	\$300.00
\$ 500,001 to \$ 750,000	\$250.00
\$ 250,001 to \$ 500,000	\$200.00
\$ 100,001 to \$ 250,000	\$150.00
\$ 50,001 to \$ 100,000	\$100.00
\$ 0 to \$ 50,000	\$ 50.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: _____ **AND**
Dollars. (\$ _____)

Services: _____ **AND**
Dollars. (\$ _____)

Total: **SEVEN HUNDRED THOUSAND, FIVE HUNDRED TWENTY ONE** **AND**
69/100 Dollars (\$700,521.69)

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

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

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

Article 6. The Contract Documents - This Working Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Agenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

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 to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

SAECO ELECTRIC AND UTILITY, Ltd.

Contractor

ATTEST:

BY:

Robert Chapman
ROBERT CHAPMAN

Secretary

MANAGING PARTNER

Title

STATE OF TEXAS)

COUNTY OF BEXAR)

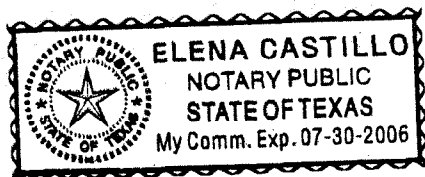
This instrument was acknowledged before me on this the 10th day of April, 2003
by Robert Chapman, Managing Partner of Saeco Electric
and Utility, Ltd. on behalf of said its partner.

Elena Castillo

NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo

NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES: