

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

CONSENT AGENDA

ITEM NO.

12

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, and file

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – 2003
SIDEWALK CONSTRUCTION CONTRACT**

DATE: November 6, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a Community Development Block Grant (CDBG) funded construction contract in the amount of \$973,350.23 payable to Valemas, Inc., a MBE firm, authorizes \$97,335.02 for miscellaneous construction contingency expenses, \$750.00 for advertising expenses, and \$68,134.52 for expense recovery, in connection with sidewalk construction for the Aganier (Agarita to Mulberry) Project in Council District 1; Arsenal (Flores to City) Project in Council District 1; Flores (Summit to Fulton) Project in Council District 1; Sisk (WW White to Dead End) Project in Council District 2; 21st (Durango to Colima) Project in Council District 5; Eddie Wesley (Brazos to Colorado) Project in Council District 5; Hart (Mission to Sierra) Project in Council District 5; Morales (Brazos to Colorado) Project in Council District 5; Osage (Wazee to Carolyn) Project in Council District 5; Sabinas (Durango to Guadalupe) Project in Council District 5; San Luis (24th to 21st) Project in Council District 5; Southcross (Creighton to Perian) Project in Council District 5; and the Tampico (Barclay to 21st) Project in Council District 5.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The CDBG 2003 Sidewalk Construction Project consists of sidewalks, curbs, driveway approaches, retaining walls and localized street regrading and rehabilitation, as needed. Attachment 1 identifies specific streets and scope of work. As in previous years, the goal is to have all CDBG funded projects completed or significantly completed by the end of the current calendar year.

Overall, the bids for the CDBG 2003 Sidewalk Construction Project came in under the amount originally budgeted. As a result, it is anticipated that more funds could be available for additional project capacity. However, this is dependent on current market fluctuations in unit costs for materials.

This project was advertised for construction in the Commercial Recorder, the San Antonio Informer, and La Prensa in July, 2003. In addition, the bid announcement was made on TVSA-21, 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 July 16, 2003 with four (4) bidders responding. The bids are as follows:

| CONTRACTOR | BID |
|---------------------|----------------|
| Valemas, Inc. | \$973,350.23 |
| R.L. Jones | \$1,034,920.64 |
| Aaron Concrete | \$1,165,701.40 |
| Pronto Sandblasting | \$2,114,245.50 |

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Valemas, Inc. The contractor has committed to contract approximately \$665,350.23 (68.35671%) to MBE firms. The memorandum from the Economic Development Department dated October 14, 2003 is attached. The contract provides for one hundred sixty five (165) calendar days or approximately five and a half (5 ½) months to complete the project. An Administrative Hearing was conducted on July 25, 2003 to review the qualifications of Valemas, Inc., and currently, the company has one other active contract through the City of San Antonio Public Works Department in the amount of \$511,658.08 for the Neighborhood Access and Mobility Program (NAMP) – 2003 Sidewalk Construction Project.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved CDBG funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$1,139,569.77 are available from CDBG funds to be authorized payable as follows:

| | |
|-----------------------|---|
| \$973,350.23 | Payable to Valemas, Inc. for Construction expenses. |
| \$97,335.02 | Payable for miscellaneous construction contingency expenses |
| \$750.00 | Payable for advertising expenses |
| \$68,134.52 | Payable for expense recovery |
| \$1,139,569.77 | Total |

COORDINATION

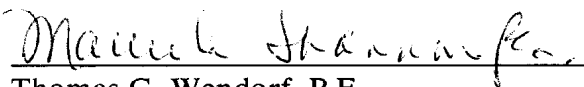
This request for ordinance has been coordinated with the Office of Management and Budget, the Housing and Community Development Department and the Finance Department.

SUPPLEMENTARY COMMENTS

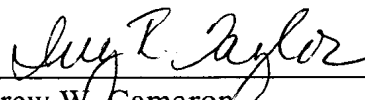
This contract was developed utilizing the formal competitive bid process, therefore, an Ethics Disclosure Form is not required.

ATTACHMENTS

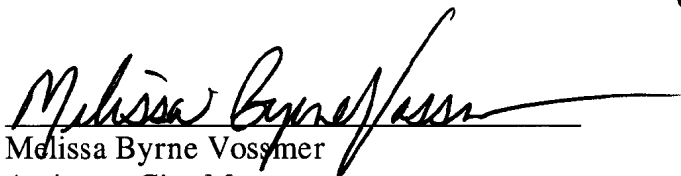
1. Project listing, Scope of work
2. Economic Development Memorandum dated October 14, 2003
3. Proposal of Valemas, Inc.
4. Construction Contract



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

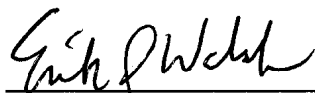


for Andrew W. Cameron
Director of Housing &
Community Development



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

ATTACHMENT 1
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) –
2003 SIDEWALK CONSTRUCTION PROJECT LIST

| Council District | Street (From/To) | Scope of Work |
|-------------------------|--|---|
| 1 | Aganier (Agarita to Mulberry) | Reconstruct sidewalks, driveways, and wheelchair ramps on both sides of street |
| 1 | Arsenal (Flores to City) | Construct wheelchair ramps on south sides of street at intersections of Arsenal and City to Arsenal and Main |
| 1 | Flores (Summit to Fulton) | Reconstruct curbs, sidewalks, driveways and wheelchair ramps. Mill and overlay street to allow for proper height on curbs |
| 2 | Sisk (WW White to dead-end) | Reconstruct street; Construct sidewalks, curbs, driveways and wheelchair ramps |
| 5 | 21 st (Durango to Colima) | Reconstruct curbs, sidewalks, wheelchair ramps and driveway approaches; Mill and overlay street |
| 5 | Eddie Wesley (Brazos to Colorado) | Construct curbs, sidewalks, wheelchair ramps and driveway approaches; Mill and overlay street |
| 5 | Hart (Mission to Sierra) | Construct sidewalks, curbs, driveways and wheelchair ramps; Mill and overlay street |
| 5 | Morales (Brazos to Colorado) | Construct curbs, sidewalks, driveway approaches and wheelchair ramps; Mill and overlay street |
| 5 | Osage (Wazee to Carolyn) | Construct sidewalks on both sides of street and reconstruct curbs in front of 118, 119 and 122 Osage |
| 5 | Sabinas (Durango to Guadalupe) | Construct curbs, sidewalks, wheelchair ramps and driveway approaches; Mill and overlay street |
| 5 | San Luis (24 th to 21 st) | Reconstruct curbs, wheelchair ramps and driveway approaches and construct sidewalks; Mill and overlay streets |
| 5 | Southcross (Creighton to Perian) | Construct sidewalks on both sides of street |
| 5 | Tampico (Barclay to 21 st) | Reconstruct curbs, sidewalks, wheelchair ramps and driveway approaches |

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT
Interdepartmental Correspondence Sheet

RECEIVED

OCT 16 2003

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

TO: Sherri L. Rice, Contract Services Manager, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, Econ. Dev. Dept.

COPIES TO: File

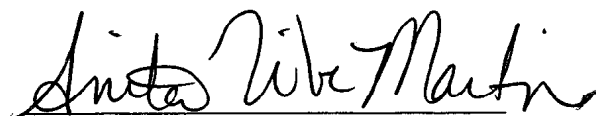
SUBJECT: CDBG – 2003 Sidewalk Construction

DATE: October 14, 2003 (REVISED)

We have reviewed the Good Faith Effort Plan and List of Subcontractors submitted for the CDBG – 2003 Sidewalk Construction project. The apparent low bidder has submitted the following goals.

| <u>FIRM</u> | <u>CERTIFIED</u> | <u>MBE</u> | <u>WBE</u> | <u>AABE%</u> | <u>GFEP</u> |
|---------------|------------------|------------------------------|------------|--------------|-------------|
| Valemas, Inc. | Yes | 68.35671% or \$665,350.23 | 0% | 0% | Approved |

The Good Faith Effort has been approved based on the information submitted. Please encourage Valemas to utilize small, African American, and women-owned businesses throughout the project.



Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/gl

**PROPOSAL SHEET
FOR
CDBG - 2003
SIDEWALK CONSTRUCTION**

ADDENDUM 3

PAGE 1 OF 2

| ITEM NO. | APPROXIMATE QUANTITIES AND UNIT | DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS) | EXTENSION UNIT PRICE X QUANTITY (IN FIGURES) |
|----------|---------------------------------|--|--|
| 103.1 | LF 2,279 | REMOVE CONCRETE CURB FOR <u>One</u> DOLLARS AND <u>Forty Seven</u> CENTS PER UNIT | 3,350.13 |
| 103.2 | SF 26,385 | REMOVE CONCRETE SIDEWALKS & DRIVEWAYS FOR <u>One</u> DOLLARS AND <u>Forty Seven</u> CENTS PER UNIT | 38,785.95 |
| 104 | CY 278 | STREET EXCAVATION FOR <u>Ten</u> DOLLARS AND <u>Two</u> CENTS PER UNIT | 2,785.56 |
| 200.2 | SY 1,244 | FLEXIBLE BASE (8" COMPACTED DEPTH) FOR <u>Seven</u> DOLLARS AND <u>Sixty Six</u> CENTS PER UNIT | 9,529.04 |
| 202 | GAL 1,680 | PRIME COAT FOR <u>Two</u> DOLLARS AND <u>Thirty Six</u> CENTS PER UNIT | 3,964.80 |
| 204.1 | SY 30,508 | ONE COURSE SURFACE TREATMENT FOR <u>Two</u> DOLLARS AND <u>Sixty Five</u> CENTS PER UNIT | 80,846.20 |
| 205.3 | SY 30,207 | HOT MIX ASPHALTIC PAVEMENT, TYPE "D" (1.5" COMPACTED DEPTH) FOR <u>Four</u> DOLLARS AND <u>Seventy Two</u> CENTS PER UNIT | 142,577.04 |
| 208.1 | CY 840 | MILLING OF ASPHALTIC PAVEMENT (1.5" DEPTH TO WEDGE MILL) FOR <u>Nine</u> DOLLARS AND <u>Forty</u> CENTS PER UNIT | 7,896.00 |

BIDDER'S SIGNATURE

Raul Ramirez

**PROPOSAL SHEET
FOR
CDBG - 2003
SIDEWALK CONSTRUCTION**

ADDENDUM 3

PAGE 2 OF 2

| ITEM NO. | APPROXIMATE QUANTITIES AND UNIT | DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS) | EXTENSION UNIT PRICE X QUANTITY (IN FIGURES) |
|-------------|---------------------------------|---|--|
| 301 | LB 144,216 | REINFORCING STEEL FOR <u>0</u> DOLLARS AND <u>Twenty Four</u> CENTS PER UNIT | 34,611.84 |
| 501 | LF 17,590 | MACHINE LAID CURB FOR <u>Five</u> DOLLARS AND <u>One</u> CENTS PER UNIT | 88,125.90 |
| 502.1 | SY 11,823 | CONCRETE SIDEWALK FOR <u>Thirty one</u> DOLLARS AND <u>Twenty Four</u> CENTS PER UNIT | 369,350.52 |
| 502.2 | SY 3,239 | CONCRETE DRIVEWAY FOR <u>Thirty one</u> DOLLARS AND <u>Eighty Three</u> CENTS PER UNIT | 103,097.37 |
| 513 | EA 112 | REMOVE AND RELOCATE MAILBOX FOR <u>Two Hundred Six</u> DOLLARS AND <u>Thirty Three</u> CENTS PER UNIT | 23,108.96 |
| 515 | CY 1,571 | TOPSOIL FOR <u>Twelve</u> DOLLARS AND <u>Ninety Seven</u> CENTS PER UNIT | 20,375.87 |
| 516.1 | SY 11,735 | BERMUDA SODDING FOR <u>Three</u> DOLLARS AND <u>Eighty Three</u> CENTS PER UNIT | 44,945.05 |
| GRAND TOTAL | | (WRITTEN IN WORDS) <u>Nine Hundred Seventy three thousand Three Hundred Fifty Dollars</u> FOR <u>Fifty Dollars</u> DOLLARS AND <u>Twenty Three</u> CENTS PER UNIT | 973,350.23 |

BIDDER'S SIGNATURE



PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
CDBG - 2003
SIDEWALK CONSTRUCTION
IN SAN ANTONIO, TEXAS

ADDENDUM 3

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 165 (ONE HUNDRED AND SIXTY FIVE) calendar days.

Accompanying this Proposal is a Bid Guaranty in the amount of 5% Greatest Amount Bid Dollars (\$ 5% G.A.B.) said amount being Five

Five 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) calendar 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.

ADDENDUM 3

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 _____
_____ and _____

[X] A corporation chartered under the laws of the State of TEXAS, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Acknowledge Addendum's
1-3

Valemas, Inc.
(Name of Bidder)
By: [Signature] 7-16-03
(Signature) Date

ATTEST:

[Signature]

President

(Title)

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

Nine Hundred Seventy Three Thousand Three Hundred Fifty Dollars
and Seventy Three cents - \$ 973,350.23

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

Valemas, Inc.

Company's Name

(210) 599-1876

Telephone No.

3435 Salado Creek Drive

Address

(210) 599-7209

Fax No.

San Antonio, TX

City & State

78217

Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year 2003 by and between
VALEMAS, INC., 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:

CDBG - 2003 SIDEWALK CONSTRUCTION

Prepared by CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS
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 SIXTY-FIVE (165)
Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

| <u>Amount of Contract</u> | <u>Liquidated Damages per Day</u> |
|---------------------------|-----------------------------------|
| \$1,000,001 or Over | \$700.00 |
| \$ 750,001 to \$1,000,000 | \$600.00 |
| \$ 500,001 to \$ 750,000 | \$500.00 |
| \$ 250,001 to \$ 500,000 | \$400.00 |
| \$ 100,001 to \$ 250,000 | \$300.00 |
| \$ 50,001 to \$ 100,000 | \$200.00 |
| \$ 1 to \$ 50,000 | \$100.00 |

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: Four Hundred One Thousand, twenty Dollars and
00/100's----- Dollars, (\$ 401,020.00)
Services: Five Hundred Seventy Two Thousand, Three Hundred Thirty
Dollars and 23/100's----- Dollars, (\$ 572,330.23)
Total: NINE HUNDRED SEVENTY THREE THOUSAND, THREE HUNDRED FIFTY AND
23/100 Dollars, (\$973,350.23)

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 Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, 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)

VALEMAS, INC.

Contractor

ATTEST:

BY:

Raul H. Ramirez

PRESIDENT

Title

Secretary

STATE OF TEXAS)

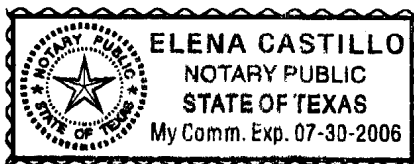
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 28th day of August, 2003
by Raul H. Ramirez, President of Valemas, Inc. a
Texas Corporation on behalf of said Company.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



PERFORMANCE BOND

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

1. That we Valemas, Inc., a Texas Corporation, acting by and through Raul H. Ramirez, President,
as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$973,350.23 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

VALEMAS, INC.

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

CDBG - 2003 SIDEWALK CONSTRUCTION

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 heron this

29TH day of AUGUST A.D. 20 03

5. The foregoing bond is approved and accepted

this _____ day of _____
20 _____

By

VALEMAS, INC.

Raul H. Ramirez, President

City Manager

(SEAL)

UNITED STATES FIRE INSURANCE CO.

By

3201 CHERRY RIDGE, #203B, SAN ANTONIO,
Address of Surety for Service Purposes TX 78230

PAYMENT BOND

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

Know all men by these presents:

1. That we Valemas, Inc., a Texas Corporation, acting by and through Raul H. Ramirez, President,
 as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$973,350.23 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

VALEMAS, INC.

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

CDBG -2003 SIDEWALK CONSTRUCTION

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 29TH day of AUGUST A.D. 20 03.

6. The foregoing bond is approved and accepted
 this _____ day of _____,
 20 ____.

 City Manager

(SEAL)

VALEMAS, INC.

By

Raul H. Ramirez
 Raul H. Ramirez, President

UNITED STATES FIRE INSURANCE CO.

By

William [Signature]
 3201 CHERRY RIDGE, #203B, SAN ANTONIO,
 Address of Surety for Service Purposes TX 78230

UNITED STATES FIRE INSURANCE COMPANY

MAINTENANCE BOND

Bond Number: 6102377631

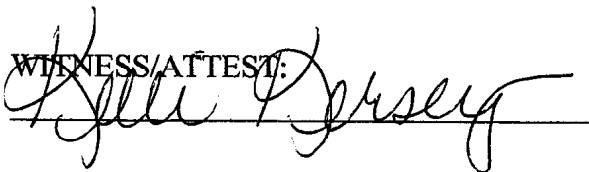
KNOW ALL MEN BY THESE PRESENTS, that we VALEMAS, INC. as Principal, (the "Principal") and UNITED STATES FIRE INSURANCE COMPANY, a company duly organized under the laws of the State of New York, as Surety, (the "Surety") are held and firmly bound unto THE CITY OF SAN ANTONIO as Obligee (the "Obligee"), in the penal sum of NINE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FIFTY AND 23/100 Dollars (\$973,350.23), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, 2003, entered into a contract (the "Contract") with the Obligee for CDBG – 2003 SIDEWALK CONSTRUCTION which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of ONE year(s) from the date of completion and acceptance of the work performed under the Contract provided such defects are caused by defective or inferior materials and workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT, that any claims must be presented in writing to UNITED STATES FIRE INSURANCE COMPANY to the attention of Crum & Forster Insurance Company, Claim Department, 305 Madison Avenue, Morristown, NJ 07960.

DATED this 29TH day of AUGUST, 2003.

WITNESS/ATTEST:


VALEMAS, INC.

(Seal)

Principal

By: 

Name: Raul H. Ramirez V.

Title: President

UNITED STATES FIRE INSURANCE COMPANY (Seal)

(Surety)

By: 

Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE, NEW YORK, N.Y.**

187332

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint **Monica Sprague-Campos**, of **San Antonio, Texas**

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey, in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of May, 2001.

Attest:



Herbert H. Linder

Assistant Secretary
Herbert H. Linder

UNITED STATES FIRE INSURANCE COMPANY

Peter J. Daly

Senior Vice President
Peter J. Daly

STATE OF NEW JERSEY)

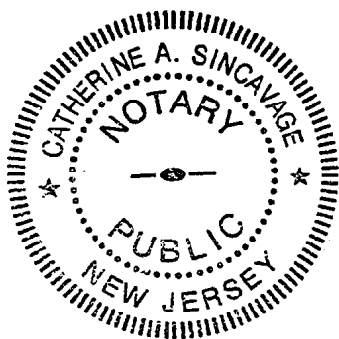
ss.:

COUNTY OF MORRIS)

On this 17th day of May, 2001, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of United States Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

(Signed)
(Seal)



Catherine A. Sincavage
Notary Public

Catherine A Sincavage
Notary Public of New Jersey
My Commission Expires July 12, 2004

United States Fire Insurance Company
Crum & Forster Indemnity Company
Crum & Forster Underwriters Co. of Ohio

The North River Insurance Company
Crum & Forster Insurance Company

TEXAS NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Crum & Forester's toll free telephone number for information or to make a complaint to:

1-800-232-7380

Claim disputes should be sent to:

Crum & Forster
305 Madison Ave.
Morristown, NJ 07960

1-877-312-5300
Fax 973-490-6622

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 71714-9104
Fax: 512-475-1771

THIS NOTICE IS TO BE ATTACHED TO THE ORIGINAL BOND FOR FILING WITH THE OBLIGEE.
This notice is for information only and does not become a part or a condition of the attachment document.

POLICY NUMBER:

IL 09 85 01 03

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

SCHEDULE*

Terrorism Premium (Certified Acts)

\$

Additional information, if any, concerning the terrorism premium:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

CERTIFICATE OF INSURANCE

DATE(MM/DD/YY)
09/05/2003

PRODUCER

Myron F. Steves and Co.
3101 Bee Caves Rd.
Suite 100
Austin Tx 78746

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.

COMPANIES AFFORDING COVERAGE

COMPANY A MT. HAWLEY INSURANCE COMPANY
COMPANY B MT. HAWLEY INSURANCE COMPANY
COMPANY C
COMPANY D

INSURED

Valemas, Inc
Attn: Ray Ramirez
3435 Salado Creek Dr. #101
San Antonio TX 78217

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 TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BEEN REDUCED BY PAID CLAIMS

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | MGL0129149 | 02/21/2003 | 02/21/2004 | GENERAL AGGREGATE \$2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COM/OP AGG \$1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | PERSONAL & ADV. INJURY \$1,000,000 |
| | <input type="checkbox"/> OWNER'S & CONT PROT | | | | EACH OCCURRENCE \$1,000,000 |
| | <input type="checkbox"/> | | | | FIRE DAMAGE (Any one fire) \$50,000 |
| | <input type="checkbox"/> | | | | MED EXP (Any one person) \$5,000 |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY \$ |
| | <input type="checkbox"/> | | | | EACH ACCIDENT \$ |
| | <input type="checkbox"/> | | | | AGGREGATE \$ |
| | <input type="checkbox"/> | | | | |
| | <input type="checkbox"/> | | | | |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | |
| | <input type="checkbox"/> | | | | |
| | <input type="checkbox"/> | | | | |
| | <input type="checkbox"/> | | | | |
| | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | STATUTORY LIMITS \$ |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EACH ACCIDENT \$ |
| | | | | | DISEASE - POLICY LIMIT \$ |
| | | | | | DISEASE - EACH EMPLOYEE \$ |
| | | | | | |
| | | | | | |
| B | OTHER COMMERCIAL EXCESS LIABILITY | MXL0355922 | 02/21/2003 | 02/21/2004 | EACH OCCURRENCE 2,000,000 AGGREGATE 2,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: CDBG

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THE GENERAL LIABILITY

10 DAY NOTICE OF CANCELLATION APPLIES IF POLICY CANCELS FOR NONPAY.

CERTIFICATE HOLDER

CITY OF SAN ANTONIO
114 W. COMMERCE
SAN ANTONIO, TX 78205

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

Fred Steves

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/08/03

| | | |
|---|--|---------------|
| PRODUCER JOSEPH GUTIERREZ 206 SAN PEDRO SUITE 101 SAN ANTONIO, TX 78205 (210) 527-1708 | 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 | NAIC # |
| INSURED VALEMAS, INC. 3435 SALADO CREEK SUITE 101 SAN ANTONIO, TX 78217 (210) 599-1876 | INSURER A: ALLSTATE | |
| | INSURER B: | |
| | 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 ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TBD | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ |
| A | AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 649601061 | 12/16/2002 | 12/16/2003 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

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

THOSE USUAL TO THE INSURED OPERATIONS. THE FOLLOWING ARE ADDITIONAL INSURED:
CITY OF SAN ANTONIO PUBLIC WORKS DEPARTMENT
PO BOX 839966
SAN ANTONIO, TX 78283-3966

CERTIFICATE HOLDER

CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
PO BOX 839966
SAN ANTONIO, TX 78283-3966

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

ACORD**CERTIFICATE OF LIABILITY INSURANCE**CSR CI
VALE-11

DATE (MM/DD/YYYY)

09/02/03

PRODUCER

Guaranty Insurance Services
P.O. Box 100226
San Antonio TX 78201-1526
Phone: 210-525-0500 Fax: 210-525-9443

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

Valemas, Inc.
Ray Ramirez
3435 Salado Creek Dr., #101
San Antonio TX 78217

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Texas Mutual Ins. Co.

INSURER B:

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.

| INSK ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-------------------------|--|---------------------|-------------------------------------|--------------------------------------|--|
| | GENERAL LIABILITY <input 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-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | 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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | TSF000475986 | 02/27/03 | 02/27/04 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

RE: CDBG; waiver of subrogation and 30 day cancellation is provided in favor of certificate holder but only as required by written contract

CERTIFICATE HOLDER

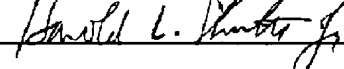
CITSA2B

City of San Antonio
114 W. Commerce
San Antonio TX 78205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
09/05/2003

PRODUCER

Myron F. Steves and Co.
3101 Bee Caves Rd.
Suite 100
Austin Tx 78746

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COMPANIES AFFORDING COVERAGE

COMPANY MT. HAWLEY INSURANCE COMPANY
A
COMPANY MT. HAWLEY INSURANCE COMPANY
B
COMPANY
C
COMPANY
D

INSURED

Valemas, Inc
Attn: Ray Ramirez
3435 Salado Creek Dr. #101
San Antonio TX 78217

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 BE REDUCED BY PAID CLAIMS

| CD LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|--------|--|---------------|------------------------------------|-------------------------------------|------------------------------|-------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> <input type="checkbox"/> | MGL0129149 | 02/21/2003 | 02/21/2004 | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS-COM/OP AGG | \$1,000,000 |
| | | | | | PERSONAL & ADV. INJURY | \$1,000,000 |
| | | | | | EACH OCCURRENCE | \$1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$50,000 |
| | | | | | MED EXP (Any one person) | \$5,000 |
| | 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 <input type="checkbox"/> <input type="checkbox"/> | | | | COMBINED SINGLE LIMIT | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/> | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | STATUTORY LIMITS | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | DISEASE - POLICY LIMIT | \$ |
| | | | | | DISEASE - EACH EMPLOYEE | \$ |
| B | OTHER COMMERCIAL EXCESS LIABILITY | MXL0355922 | 02/21/2003 | 02/21/2004 | EACH OCCURRENCE | 2,000,000 |
| | | | | | AGGREGATE | 2,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: CDBG

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THE GENERAL LIABILITY

10 DAY NOTICE OF CANCELLATION APPLIES IF POLICY CANCELS FOR NONPAY.

CERTIFICATE HOLDER

CITY OF SAN ANTONIO
114 W. COMMERCE
SAN ANTONIO, TX 78205

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

Fred Steves