

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** June 26, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** R. Alan Shubert, P.E., City Engineer (X4423)

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Council authorizes the City Manager to enter into a contract for minor construction, repair, rehabilitation or alteration of city owned facilities with Basic IDIQ, Inc., a Texas Corporation, in the amount not to exceed seven hundred fifty thousand and no/100 dollars (\$750,000) over a one year period. This is a "job order contract" as allowed pursuant to Texas Local Government Code Section 271.120. Basic IDIQ, Inc. competitively bid for job order contracting services and was selected by the Harris County Department of Education. The Contractor is entitled to perform only the work issued by individual project work orders.

**BACKGROUND / DISCUSSION:**

This contract will be used for minor construction, repair, rehabilitation or alteration of city owned facilities. The contract will enable City staff to respond quickly to needs and repairs on city facilities.

**PRIOR COUNCIL ACTION:**

On October 12, 2010 City Council approved a two year contract for an amount not to exceed \$1,500,000.

On August 18, 2009, City Council approved an Interlocal Agreement and Resolution authorizing the City Manager to sign the Harris County Department of Education Municipality Master Service Inerlocal Contract in order to participate in their cooperative purchasing program.

**AMOUNT AND SOURCE OF FUNDING:**

Maximum amount of \$750,000. Various funding sources from capital projects will fund work orders.

**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)  
Information copy to appropriate Deputy City Manager

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**CONTRACT FOR MINOR CONSTRUCTION  
REPAIR, REHABILITATION OR ALTERATION  
OF CITY OWNED FACILITES**

**THIS CONTRACT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE CITY OF EL PASO, TEXAS, hereinafter called "Owner", acting by and through its City Manager, Joyce Wilson and BASIC, IDIQ, INC., a Texas corporation, hereinafter called "Contractor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**MINOR CONSTRUCTION, REPAIR, REHABILITATION OR ALTERATION OF  
CITY-OWNED FACILITIES  
Contract Reference No. 2012- 259**

hereinafter called the "Project", for a sum not to exceed **Seven Hundred Fifty Thousand Dollars and No/00 (\$750,000.00)**, for all work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, as set forth in this Contract and all Work Orders, in accordance with the conditions stated in the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the individual Work Orders, a copy of which is shown in **Attachment "A"**, issued pursuant to this Contract, including all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the City Engineer or his designated representative, and as enumerated in Paragraph 1.5 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

This contract shall have a term of one year from the date signed by the City Manager for the City of El Paso.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in each written Work Order from the Owner or Owner's Designated Representative, and to substantially complete the work within the period designated in each individual Work Order and to achieve Final Completion on or before the date specified in each individual Work Order, unless such time is extended by the Owner. The Contractor further agrees to pay, as liquidated damages, the sum of **One Hundred Dollars and No/00 (\$100.00)** for each work day past the Substantial Completion date, as hereinafter provided in Paragraph 6.8 of the General Conditions.

The Contractor shall perform all work for unit prices which shall be calculated as set forth in **Attachment B** attached hereto, including all applicable taxes, insurance, bonding premiums, licenses, permits and fees and profit. Costs for Payment and Performance Bonds required of the Contractor are included in the Contractor's coefficient multiplier.

Contractor shall provide a one-year warranty for the work of each Work Order pursuant to Section 5.15 of the General Conditions. The one-year shall begin on the date of final acceptance of the work in the Work Order by the Owner.

The Owner's designated representative for this Contract that is responsible for issuing Work Orders pursuant to this Contract and to whom notice shall be given whenever notice is required by this Contract is: City of El Paso, City Engineer, City Engineering Department, 2 Civic Center Plaza, 4<sup>th</sup> Floor, El Paso, Texas 79901; phone 915-541-4423, or his designated representative. The Contractor shall not accept work orders under this Contract from any other person.

The exact scope of the Work will be set forth in each Work Order. The Scope of Work may include, but is not limited to, any of the items set forth in **Attachment C** attached hereto.

Contractor shall not pay less than the prevailing wage rates. The Owner shall notify which wage rate is applicable to each Work Order.

Certificates of insurance showing insurance coverage in the amounts indicated in **Attachment D** attached hereto, shall be kept current during the term of this Contract.

Contractor shall be required to provide Payment and Performance Bonds in accordance with Chapter 2253 of the Texas Government Code using the forms in **Attachment E** attached hereto. Bond amounts may be for the full amount of this Contract or for the amount of work orders, provided that the amount of the bonds shall always be sufficient to equal or exceed the combined total of all outstanding work orders issued.

This Contract shall include the Contract, General Conditions, Supplemental General Conditions, Special Conditions, the Contract Forms attached hereto and any agreed upon amendments. Once signed, if the Contractor's proposal varies or is unclear in any way from the Contract, the City at its sole discretion, will decide which provisions apply.

This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, The El Paso City Charter and any ordinance of the City of El Paso and this Contract shall be enforceable in El Paso County, Texas and exclusive venue shall lie in El Paso County, Texas.

The undersigned declares that the only persons or parties interested in this Contract as principals are those named herein, and that this Contract is made without any collusion with any person, firm or corporation.

(Signatures begin on following page)

**IN WITNESS, WHEREOF**, the parties to these presents have executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

**OWNER:  
CITY OF EL PASO**

\_\_\_\_\_  
**Joyce A. Wilson,  
City Manager**

**CONTRACTOR:  
BASIC IDIQ, INC.**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Cynthia Osborn  
Assistant City Attorney**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**R. Alan Shubert, P.E.  
City Engineer**



# CERTIFICATE OF LIABILITY INSURANCE

BASIC-3

OP ID: J5

DATE (MM/DD/YYYY)

06/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

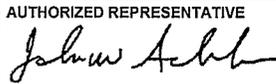
<b>PRODUCER</b> Time Insurance Agency, Inc. 1405 East Riverside Dr Austin, TX 78741 Time Insurance Agency, Inc.	512-447-7773 512-440-0989	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):																				
	<b>INSURED</b> Basic IDIQ, Inc. 10713 RR 620 N., Ste F622 Austin, TX 78726		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Liberty Surplus Insurance Corp</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Liberty Insurance Underwriters</td> <td>0</td> </tr> <tr> <td>INSURER C :</td> <td>Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D :</td> <td>Travelers Lloyds Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Liberty Surplus Insurance Corp		INSURER B :	Liberty Insurance Underwriters	0	INSURER C :	Texas Mutual Insurance Company	22945	INSURER D :	Travelers Lloyds Insurance Co.		INSURER E :			INSURER F :	
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		DGLDA207439-4	08/31/11	08/31/12	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		DGLDA207439-4	08/31/11	08/31/12	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EXCDA189991-4	08/31/11	08/31/12	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF0001183352	08/31/11	08/31/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Builders Risk			QT6603219R008	04/16/12	04/16/13	Limit 700,000 Deduct 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of El Paso is named as Additional INSURED as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation in favor of City of El Paso in respect to the Workers Compensation policy. 30 Day Notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  City of El Paso 2 Civic Center Plaza El Paso, TX 79901	<b>CITYOEL</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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PERFORMANCE BOND  
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT Basic IDIQ, Inc., hereinafter called the "Principal", as Principal and The Guarantee Company of North America USA, a Corporation organized and existing under the laws of the State of Michigan with its principal office in the City of Southfield, hereinafter called the "Surety", as <sup>Seven Hundred Fifty</sup> Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of Thousand Dollars and 00 Cents (\$750,000.00), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_ day of \_\_\_, 20\_\_\_ to construct Various Projects Contract No. \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of June, 2012.

WITNESS: [Signature]  
ATTEST: [Signature]

Basic IDIQ, Inc.  
Principal - Company Name  
7598 North Mesa, Suite 200  
Address  
El Paso, Texas 79912  
City, State, Zip Code  
915-757-6875  
Telephone No.  
Time Insurance Agency  
Surety - Company Name  
1405 E. Riverside Dr.  
Address  
Austin, Texas 78741  
City, State, Zip Code  
512-447-7773  
Telephone No.

[Signature] (Seal)  
Signed By (Principal Agent)  
Eddie Linss  
Principal Agent's Name (Printed or Typed)

915-757-0757  
Fax No.  
[Signature] (Seal)  
Signed By (Surety Agent)  
John W. Schuler, Attorney-In-Fact  
Surety Agent's Name (Printed or Typed)

512-440-0989  
Fax No.



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Lanny W. Land, Tom Mulanax, Stephen Smith, Thomas X. Brewka, Walter E. Benson, Jr.
Time Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of June, 2012

[Signature of Randall Musselman]

Randall Musselman, Secretary

# Texas Consumer Notice

## 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your agent at ;

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567 Ext 1040

4 You may also write to The Guarantee Company of North America USA at:  
25800 Northwestern Highway, Suite 720  
Southfield, Michigan 48075

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [Info@gcna.com](mailto:Info@gcna.com)

Fax: 1-248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## 7 PREMIUM OR CLAIM DISPUTES:

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

## 8 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 IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agent al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1 -866-328-0567 Ext 1040

Usted tambien puede escribir a to The Guarantee Company of North America USA:  
25800 Northwestern Highway, Suite 720  
Southfield, Michigan 48075

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [Info@gcna.com](mailto:Info@gcna.com)

Fax: 1-248-750-0431

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 Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto: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 (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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