

AN ORDINANCE 2006-01-05-10

ACCEPTING THE LOWEST RESPONSIVE BID, APPROPRIATING FUNDS, AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,627,973.43 PAYABLE TO SAN ANTONIO CONSTRUCTORS, INC., (SBE) AUTHORIZING \$124,428.02 FOR PROJECT CONTINGENCY, \$95,809.57 FOR CAPITAL ADMINISTRATION COST, AND \$2,000.00 FOR ADVERTISING EXPENSES, FOR A TOTAL AMOUNT OF \$1,850,211.02, \$383,693.28 OF WHICH WILL BE REIMBURSED BY SAN ANTONIO WATER SYSTEM (SAWS), IN CONNECTION WITH THE CULEBRA AREA STREETS PHASE IV PROJECT, AN AUTHORIZED 2003-2007 GENERAL OBLIGATION STREET IMPROVEMENT BOND FUNDED PROJECT LOCATED IN DISTRICT 7.

\* \* \* \* \*

**WHEREAS**, bids were submitted in connection with the Culebra Area Streets Phase IV Project located in Council District 7; and

**WHEREAS**, this Ordinance accepts the lowest responsive bid submitted by **San Antonio Constructors, Inc.** in the amount of \$1,627,973.43 for the Culebra Area Streets Phase IV Project, \$124,428.02 for project contingency, \$95,809.57 for capital administration cost, and \$2,000.00 for advertising expenses; and

**WHEREAS**, said project provides for reconstruction of Broadview from Pettus to Hemphill and Pettus from Culebra to Broadview to include curbs, sidewalks, driveway approaches and necessary drainage; and

**WHEREAS**, San Antonio Water System Board will reimburse the City \$383,693.28 of the cost of relocation/replacement of their sanitary sewer and water facilities associated with this project; and

**WHEREAS**, approval of this Ordinance will be a continuation of City Council policy to complete 2003-2007 General Obligation Street Improvement Bond Funded Projects, **NOW THEREFORE**;

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

**SECTION 1.** The lowest responsive bid of **San Antonio Constructors, Inc.** in the amount of \$1,627,973.43 in connection with the Culebra Area Streets Phase IV Project is hereby accepted. All other bids will be considered rejected upon the execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of sixty days from the effective date hereof, whichever occurs first. A copy of the bid is attached hereto as **Attachment I.**

**SECTION 2.** The City Manager or her designee is hereby authorized to execute a standard form contract covering said project, a copy which is in substantially the same form as **Attachment II** is incorporated herein for all purposes.

**SECTION 3.** The following financial adjustments are hereby approved:

- a) The amount of \$1,019,000.00 is appropriated in fund 45801000, 2003 Street Bonds, WBS GO-00044-01-01-19, GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00752-90-05. The amount of \$1,019,000.00 is authorized to be transferred to fund 45099000.
- b) The budget in fund 45099000, Project Definition 23-00752, Culebra Area Streets Phase IV, shall be revised by increasing WBS element 23-00752-90-05, entitled TRF FR WBS GO-00044-01-01-05, GL account 6101100 – Interfund Transfer In, by the amount of \$1,019,000.00.
- c) The amount of \$300,000.00 is appropriated in Fund 26099000, Grant Capital Projects, SAP GL account 6102100 - Interfund Transfers Out, entitled Transfer to 23-00752-90-XX. The amount of \$300,000.00 is authorized to be transferred to SAP fund 45099000.
- d) The amount of \$147,517.74 is appropriated in Fund 26099000, Grant Capital Projects, SAP GL account 6102100 - Interfund Transfers Out, entitled Transfer to 23-00752-90-XX. The amount of \$147,517.74 is authorized to be transferred to SAP fund 45099000.
- e) The budget in Fund 26099000, Grant Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase III, shall be revised by reducing WBS element 23-00751-05-02-05, entitled Construction Costs, in the amount of \$147,517.74.
- f) The amount of \$ 1,244,280.15 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS element 23-00752-05-02-01 is authorized to be encumbered and made payable to **San Antonio Constructors, Inc.**
- g) The amount of \$ 134,406.00 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS element 23-00752-02-02-01 is authorized to be encumbered and made payable to **San Antonio Constructors, Inc.**
- h) The amount of \$ 249,287.28 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS element 23-00752-05-02-02-02 is authorized to be encumbered and made payable to **San Antonio Constructors, Inc.**
- i) The amount of \$ 124,428.02 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS

element 23-00752-05-06 is authorized to be encumbered and made payable for Project Contingency.

- j) The amount of \$95,809.57 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS element 23-00752-05-04 is authorized to be encumbered and made payable for Construction Capital Administration Costs.
- k) The amount of \$2,000.00 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00752, Culebra Area Streets Phase IV, WBS element 23-00752-05-01 is authorized to be encumbered and made payable for Advertising Expenses.

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

**SECTION 5.** This ordinance shall take effect on the 15th day of January, 2006.

**PASSED AND APPROVED** this 5th day of January, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

PROPOSAL

TO

CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

CULEBRA AREA STREETS PHASE IV

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 270 calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of Five percent

of bid amount Dollars (\$ 5% of bid ) said amount being

Five percent 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.

**Attachment I**

To Ordinance No. \_\_\_\_\_

Approved on January 5, 2006

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 RQH Enterprises, LLC General  
Partner and Roy Q. Heath, Ltd Partner

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.

Total Bid: \$1,627,

**SAN ANTONIO CONSTRUCTORS, LTD.**

(Name of Bidder)

ATTEST: Grace Carter

By: [Signature]  
(Signature)

Date

October 5, 2005

President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): One million,  
two hundred forty four thousand, two hundred eighty  
dollar + fifteen cents.

\$1,244,280.15

Water: 249,287.28

Sewer: 134,406.00

Total: \$1,627,973.43

Alternates (if applicable):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(4) \_\_\_\_\_

San Antonio Constructors, Ltd.

P.O. Box 682003

San Antonio, Tx 78263-2003

Company's Name

(210) 681-0211

Telephone No.

Address

(210) 681-8880

Fax No.

City & State

Zip Code

Addendum #1 received & acknowledged [Signature]

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
100	1 LS	MOBILIZATION For <u>One hundred five thousand, four hundred forty seven</u> Dollars and <u>forty seven</u> Cents per Unit	105,447.47
100.1	1 LS	INSURANCE & BOND For <u>thirty one thousand, six hundred thirty four</u> Dollars and <u>twenty four</u> Cents per Unit	31,634.24
101	1 LS	PREPARING RIGHT OF WAY For <u>fifty four thousand, seven hundred twenty three</u> Dollars and <u>seventy four</u> Cents per Unit	52,723 <sup>74</sup>
103.1	4,978 LF	REMOVE CONCRETE CURB For <u>three</u> Dollars and <u>no</u> Cents per Unit	14,934 <sup>00</sup>
103.2	24,546 SF	REMOVE CONCRETE SIDEWALK & DRIVEWAYS For <u>two</u> Dollars and <u>no</u> Cents per Unit	49,092 <sup>00</sup>
104	2,536 CY	STREET EXCAVATION For <u>ten</u> Dollars and <u>no</u> Cents per Unit	25,360 <sup>00</sup>
107	272 CY	EMBANKMENT For <u>eight</u> Dollars and <u>no</u> Cents per Unit	2,176 <sup>00</sup>

  
 BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
200.5	7,920 SY	FLEXIBLE BASE (4" COMPACTED DEPTH) For <u>seven</u> Dollars and <u>ninety</u> Cents per Unit	62,568 <sup>00</sup>
200.7	4,838 SY	FLEXIBLE BASE (5" COMPACTED DEPTH) For <u>eight</u> Dollars and <u>ninety</u> Cents per Unit	43,058 <sup>20</sup>
202	2,552 GAL	PRIME COAT For <u>three</u> Dollars and <u>no</u> Cents per Unit	7,656 <sup>00</sup>
203	1,168 GAL	TACK COAT For <u>three</u> Dollars and <u>no</u> Cents per Unit	3,504 <sup>00</sup>
205.3	12,453 SY	HOT MIX ASPHALTIC PAVEMENT, TYPE D (2" COMPACTED DEPTH) For <u>six</u> Dollars and <u>fifty</u> Cents per Unit	80,944 <sup>50</sup>
206	7,920 SY	ASPHALT TREATED BASE (4" THICK) For <u>twelve</u> Dollars and <u>no</u> Cents per Unit	95,040 <sup>00</sup>
206	4,838 SY	ASPHALT TREATED BASE (5" THICK) For <u>sixteen</u> Dollars and <u>no</u> Cents per Unit	77,408 <sup>00</sup>

*RA*

BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
208.1	1,215 SY	SALVAGING, HAULING & STOCKPILING RECLAIMABLE ASPHALTIC PAVMT 2" DEPTH For <u>nine</u> Dollars and <u>no</u> Cents per Unit	10,935 <sup>00</sup>
234	12,758 SY	BASE REINFORCEMENT For <u>four</u> Dollars and <u>no</u> Cents per Unit	51,032 <sup>00</sup>
300.1	6 CY	CONCRETE CLASS "A" (DRIVEWAY RETAINING WALLS) For <u>eight hundred</u> Dollars and <u>no</u> Cents per Unit	4800 <sup>00</sup>
401.1	95 LF	24" STORM DRAINAGE PIPE, R.C.P., LATERALS For <u>fifty</u> Dollars and <u>no</u> Cents per Unit	4750 <sup>00</sup>
401.1	590 LF	36" STORM DRAINAGE PIPE, R.C.P., 10'-12' CUT For <u>seventy five</u> Dollars and <u>no</u> Cents per Unit	44,250 <sup>00</sup>
401.1	70 LF	42" STORM DRAINAGE PIPE, R.C.P., 12'-14' CUT For <u>One hundred nine</u> Dollars and <u>no</u> Cents per Unit	7630 <sup>00</sup>
401.1	100 LF	42" STORM DRAINAGE PIPE, R.C.P., 14'-16' CUT For <u>One hundred twenty five</u> Dollars and <u>no</u> Cents per Unit	12,500 <sup>00</sup>

*RH*

BIDDERS SIGNATURE

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
401.1	545 LF	60" STORM DRAINAGE PIPE, R.C.P., 16'-18' CUT For <u>One Hundred seventy five</u> Dollars and <u>no</u> Cents per Unit	95,375 <sup>00</sup>
403.2	2 EA	JUNCTION BOX 5'X5'X5' For <u>Four thousand</u> Dollars and <u>no</u> Cents per Unit	8,000 <sup>00</sup>
403.4	2 EA	JUNCTION BOX 7'X7'X7' For <u>Nine thousand</u> Dollars and <u>no</u> Cents per Unit	18,000 <sup>00</sup>
403.5	1 EA	JUNCTION BOX 8'X8'X8' For <u>Ten thousand</u> Dollars and <u>no</u> Cents per Unit	10,000 <sup>00</sup>
403.12	4 EA	INLET 15' For <u>Three thousand, nine hundred</u> Dollars and <u>no</u> Cents per Unit	15,600 <sup>00</sup>
403.13	2 EA	INLET 20' For <u>Four thousand, nine hundred</u> Dollars and <u>no</u> Cents per Unit	9,800 <sup>00</sup>
403.14	2 EA	INLET 25' For <u>Nine thousand, five hundred</u> Dollars and <u>no</u> Cents per Unit	19,000 <sup>00</sup>

*RH*  
BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
410.2	50 CY	GRAVEL SUBGRADE FILLER For <u>fifteen</u> Dollars and <u>no</u> Cents per Unit	800 <sup>00</sup>
501	5,698 LF	MACHINE LAID CURB For <u>Six</u> Dollars and <u>no</u> Cents per Unit	34,188 <sup>00</sup>
502.1	2,050 SY	CONCRETE SIDEWALKS For <u>thirty four</u> Dollars and <u>no</u> Cents per Unit	69,700 <sup>00</sup>
502.2	1,175 SY	CONCRETE DRIVEWAYS For <u>thirty five</u> Dollars and <u>no</u> Cents per Unit	41,125 <sup>00</sup>
502.3	84 SY	COMMERCIAL DRIVEWAYS For <u>forty</u> Dollars and <u>no</u> Cents per Unit	3360 <sup>00</sup>
503.1	10 SY	ASPHALTIC CONCRETE DRIVEWAY For <u>thirty five</u> Dollars and <u>no</u> Cents per Unit	350 <sup>00</sup>
503.2	15 SY	GRAVEL DRIVEWAY For <u>thirty five</u> Dollars and <u>no</u> Cents per Unit	525 <sup>00</sup>

*RH*

BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
506.1	11 CY	CONCRETE RETAINING WALLS-COMBINATION TYPE For <u>eight hundred</u> Dollars and <u>no</u> Cents per Unit	8800 <sup>00</sup>
507.1	10 LF	CHAIN LINK WIRE FENCE (4' HIGH) For <u>fourteen</u> Dollars and <u>no</u> Cents per Unit	140 <sup>00</sup>
507.2	10 LF	CHAIN LINK WIRE FENCE (6' HIGH) For <u>seventeen</u> Dollars and <u>no</u> Cents per Unit	190 <sup>00</sup>
507.3	10 LF	CHAIN LINK WIRE FENCE (8' HIGH) For <u>twenty four</u> Dollars and <u>no</u> Cents per Unit	240 <sup>00</sup>
507.4	2 OPENING	GATES-PEDESTRIAN For <u>three hundred</u> Dollars and <u>no</u> Cents per Unit	600 <sup>00</sup>
507.5	1 OPENING	GATES-VEHICULAR (WROUGHT IRON) For <u>two thousand four hundred</u> Dollars and <u>no</u> Cents per Unit	2400 <sup>00</sup>
507.6	1 OPENING	GATES-VEHICULAR (WOODEN) For <u>four hundred</u> Dollars and <u>no</u> Cents per Unit	400 <sup>00</sup>

*RH*

BIDDERS SIGNATURE

Culebra Area Streets Phase IV

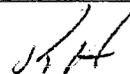
PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
507.7	1 OPENING	GATES-VEHICULAR (CHAIN LINK ROLLER/SLIDING) For <u>Eighteen hundred</u> Dollars and <u>no</u> Cents per Unit	1,800 <sup>00</sup>
507.8	1 OPENING	GATES-VEHICULAR (WROUGHT IRON ROLLER/SLIDING) For <u>Two thousand, four hundred</u> Dollars and <u>no</u> Cents per Unit	2,400 <sup>00</sup>
507.9	1 OPENING	GATES-VEHICULAR (WOODEN ROLLER/SLIDING) For <u>One thousand, eight hundred</u> Dollars and <u>no</u> Cents per Unit	1,800 <sup>00</sup>
512.1	2 EA	ADJUSTING EXISTING MANHOLES For <u>six hundred</u> Dollars and <u>no</u> Cents per Unit	1,200 <sup>00</sup>
513.1	21 EA	REMOVING & RELOCATING MAILBOXES For <u>Seventy five</u> Dollars and <u>no</u> Cents per Unit	1,575 <sup>00</sup>
513.3	11 EA	REMOVING & RELOCATING MAILBOXES (ROCK OR MASONRY) For <u>seven hundred fifty</u> Dollars and <u>no</u> Cents per Unit	8,250 <sup>00</sup>

RA  
BIDDERS SIGNATURE

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
515	371 CY	<p style="text-align: center;">TOPSOIL</p> For <u>fifteen</u> Dollars and <u>no</u> Cents per Unit	5565 <sup>00</sup>
516.2	3,338 SY	<p style="text-align: center;">ST. AUGUSTINE SODDING</p> For <u>five</u> Dollars and <u>no</u> Cents per Unit	16,690 <sup>00</sup>
523.1	1 OPENING	<p style="text-align: center;">ADJUSTING VEHICULAR GATES</p> For <u>four hundred</u> Dollars and <u>no</u> Cents per Unit	400 <sup>00</sup>
523.2	1 OPENING	<p style="text-align: center;">ADJUSTING PEDESTRIAN GATES</p> For <u>three hundred</u> Dollars and <u>no</u> Cents per Unit	300 <sup>00</sup>
523.3	2 OPENING	<p style="text-align: center;">ADJUSTING VEHICULAR GATES (WROUGHT IRON)</p> For <u>two thousand, four hundred</u> Dollars and <u>no</u> Cents per Unit	4800 <sup>00</sup>
523.4	1 OPENING	<p style="text-align: center;">ADJUSTING VEHICULAR GATES (WOODEN)</p> For <u>one thousand, eight hundred</u> Dollars and <u>no</u> Cents per Unit	1,800 <sup>00</sup>
523.5	1 OPENING	<p style="text-align: center;">ADJUSTING VEHICULAR GATES (CHAIN LINK ROLLER/SLIDING)</p> For <u>one thousand, nine hundred</u> Dollars and <u>no</u> Cents per Unit	1,900 <sup>00</sup>

  
 \_\_\_\_\_  
 BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
523.7	1 OPENING	ADJUSTING VEHICULAR GATES (WOODEN ROLLER/SLIDING) For <u>One thousand, nine hundred</u> Dollars and <u>no</u> Cents per Unit	1,900 <sup>00</sup>
524	5 CY	CONCRETE STEPS For <u>eight hundred</u> Dollars and <u>no</u> Cents per Unit	4,000 <sup>00</sup>
530	1 LS	BARRICADES, SIGNS & TRAFFIC HANDLING For <u>eighteen thousand</u> Dollars and <u>no</u> Cents per Unit	18,000 <sup>00</sup>
531.03	9 EA	R1-1 STOP For <u>One hundred ninety five</u> Dollars and <u>no</u> Cents per Unit	1755 <sup>00</sup>
531.18	1 EA	R5-1 DO NOT ENTER For <u>One hundred ninety five</u> Dollars and <u>no</u> Cents per Unit	195 <sup>00</sup>
531.43	7 EA	W1-7 LARGE ARROW For <u>Two hundred twenty five</u> Dollars and <u>no</u> Cents per Unit	1575 <sup>00</sup>
531.46	1 EA	W3-3 SIGNAL AHEAD For <u>Two hundred fifty</u> Dollars and <u>no</u> Cents per Unit	250 <sup>00</sup>

          
BIDDERS SIGNATURE

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
531.54	4 EA	W13-1 ADVISORY SPEED For <u>Two hundred fifty</u> Dollars and <u>no</u> Cents per Unit	1,000 <sup>00</sup>
531.59	17 EA	9" STREET NAME SIGN For <u>One hundred sixty five</u> Dollars and <u>no</u> Cents per Unit	2,805 <sup>00</sup>
531.61	4 EA	SPECIAL SIGN For <u>Two hundred thirty five</u> Dollars and <u>no</u> Cents per Unit	940 <sup>00</sup>
537.1	12 EA	TRAFFIC BUTTON (TYPE W) For <u>four</u> Dollars and <u>no</u> Cents per Unit	48 <sup>00</sup>
550	1,400 LF	TRENCH EXCAVATION SAFETY PROTECTION For <u>One</u> Dollars and <u>no</u> Cents per Unit	1,400 <sup>00</sup>
553	1 LS	STORM WATER POLLUTION PREVENTION PLAN For <u>Five thousand, five hundred</u> Dollars and <u>no</u> Cents per Unit	5500 <sup>00</sup>
630.2	470 LF	CABLE & CONDUCTORS For <u>Three</u> Dollars and <u>no</u> Cents per Unit	1410 <sup>00</sup>



BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
631.61	4 EA	SPECIAL SIGN For <u>two hundred twenty five</u> Dollars and <u>no</u> Cents per Unit	900 <sup>00</sup>
799	6 EA	SPEED HUMP, TYPE II, MODULAR RUBBER CUSHIONS For <u>twelve hundred</u> Dollars and <u>no</u> Cents per Unit	7,200 <sup>00</sup>
801.2	500 LF	LEVEL IIA PROTECTIVE FENCING For <u>three</u> Dollars and <u>no</u> Cents per Unit	1500 <sup>00</sup>
801.3	6 LF	LEVEL IIB PROTECTIVE FENCING For <u>four</u> Dollars and <u>no</u> Cents per Unit	24.00
804	108 LF	10" WIDE WHITE LINE For <u>fourteen</u> Dollars and <u>no</u> Cents per Unit	1,512 <sup>00</sup>
810	2 EA	TREE REMOVAL For <u>two thousand</u> Dollars and <u>no</u> Cents per Unit	4,000 <sup>00</sup>
6959.1	1 EA	VIVDS PROCESSOR SYSTEM For <u>sixty five hundred</u> Dollars and <u>no</u> Cents per Unit	6500 <sup>00</sup>

  
 \_\_\_\_\_  
 BIDDERS SIGNATURE

Culebra Area Streets Phase IV

PUBLIC WORKS BID SCHEDULE

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written in Words)	EXTENSION (In Figures)
6959.2	2 EA	VIVDS CCTV CAMERA For <u>Three Thousand</u> Dollars and <u>no</u> Cents per Unit	6000 <sup>00</sup>
6959.4	1 EA	VIVDS SYSTEM SETUP For <u>One Thousand Three Hundred Fifty</u> Dollars and <u>no</u> Cents per Unit	1350 <sup>00</sup>



BIDDERS SIGNATURE

## PROPOSAL

PROPOSAL OF SAN ANTONIO CONSTRUCTORS, LTD., a corporation, a partnership consisting of RWH Enterprises LLC, General Partner and individual doing business as + Roy Q. Heath, Ltd Partner

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Job No. 98-5013 in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
100	Mobilization 1 Lump Sum <u>Twenty one thousand, eight hundred sixty seven dollar + thirty one cents</u>	<u>\$2,867.31</u>	<u>\$2,867.31</u>
101	Preparing Right of Way 1 Lump Sum <u>Eight thousand, seven hundred forty six dollar + ninety two cents</u>	<u>\$8,746.92</u>	<u>\$8,746.92</u>
511.3	50 SY- Replacing w/Asph. Treated Base & Pavement (10" compacted depth) <u>Thirty six dollar + no cents</u>	<u>\$36<sup>00</sup></u>	<u>\$1,800.00</u>
550	3,486 LF- Trench excavation protection <u>One dollar + no cents</u>	<u>\$1.00</u>	<u>\$3,486.00</u>
818	155 LF- 6" PVC Pipe <u>Twenty dollar + no cents</u>	<u>\$20<sup>00</sup></u>	<u>\$3,100<sup>00</sup></u>
818	1,130 LF- 8" PVC Pipe <u>Twenty six dollar + no cents</u>	<u>\$26.00</u>	<u>\$29,380.00</u>

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
818	87 LF- 8" PVC Restrained Pipe <u>Thirty dollars &amp; no cents</u>	\$ <u>30<sup>00</sup></u>	\$ <u>2610<sup>00</sup></u>
818	2,070 LF- 12" PVC Pipe <u>Thirty four dollar + no cents</u>	\$ <u>34.00</u>	\$ <u>70,380.00</u>
818	44 LF- 12" PVC Restrained Pipe <u>forty dollars &amp; no cents</u>	\$ <u>40<sup>00</sup></u>	\$ <u>1760<sup>00</sup></u>
822	40 LF- Short yard piping <u>fifteen dollar + no cents</u>	\$ <u>15<sup>00</sup></u>	\$ <u>600.00</u>
824	8 EA- Relay 3/4" Short Service <u>Five hundred dollar + no cents</u>	\$ <u>500<sup>00</sup></u>	\$ <u>4,000.00</u>
824	2 EA- Relay 3/4" Long Service <u>Six hundred dollar + no cents</u>	\$ <u>600.00</u>	\$ <u>1200.00</u>
824	18 EA- Relay 1" Short Service <u>Five hundred dollar + no cents</u>	\$ <u>500<sup>00</sup></u>	\$ <u>9,000.00</u>
824	13 EA- Relay 1" Long Service <u>Nine hundred dollar + no cents</u>	\$ <u>900<sup>00</sup></u>	\$ <u>11,700.00</u>
824	1 EA- Relay 1" Short Unmetered Service <u>Eight hundred dollar + no cents</u>	\$ <u>800<sup>00</sup></u>	\$ <u>800<sup>00</sup></u>
826	2 EA- Valve Box Adjustments <u>Three hundred dollar + no cents</u>	\$ <u>300<sup>00</sup></u>	\$ <u>600<sup>00</sup></u>
828	3 EA- 6" Gate Valves <u>Eight hundred dollar + no cents</u>	\$ <u>800<sup>00</sup></u>	\$ <u>2,400<sup>00</sup></u>

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
828	5 EA- 8" Gate Valves <u>One thousand dollars + no cents</u>	\$ <u>1000.00</u>	\$ <u>5,000<sup>00</sup></u>
828	16 EA- 12" Gate Valves <u>Fifteen hundred dollars + no cents</u>	\$ <u>1400.00</u>	\$ <u>22,400<sup>00</sup></u>
833	1 EA- Existing Meter & New Meter Box Relocation <u>Three hundred twenty five dollars + no cents</u>	\$ <u>325<sup>00</sup></u>	\$ <u>325<sup>00</sup></u>
834	3 EA- Fire Hydrant <u>Three thousand dollars + no cents</u>	\$ <u>3000.00</u>	\$ <u>9000.00</u>
836	3.44 TONS- Pipe Fittings, All Sizes and Types <u>Twenty eight hundred dollars + no cents</u>	\$ <u>2800<sup>00</sup></u>	\$ <u>9632.00</u>
840	6 EA- 6" Water Tie-Ins <u>One thousand dollars + no cents</u>	\$ <u>1000<sup>00</sup></u>	\$ <u>6,000<sup>00</sup></u>
840	2 EA- 8" Water Tie-Ins <u>One thousand dollars + no cents</u>	\$ <u>1000<sup>00</sup></u>	\$ <u>2,000.00</u>
840	2 EA- 12" Water Tie-Ins <u>Fifteen hundred dollars + <sup>no</sup> cents</u>	\$ <u>1400<sup>00</sup></u>	\$ <u>2800.00</u>
841	1 EA- Hydrostatic Testing <u>One thousand dollars + <sup>no</sup> cents</u>	\$ <u>1000<sup>00</sup></u>	\$ <u>1000.00</u>
844	3 EA- 2" Blowoff, Temporary <u>Nine hundred dollars + <sup>no</sup> cents</u>	\$ <u>900<sup>00</sup></u>	\$ <u>2700<sup>00</sup></u>
1015	1 EA- ¾" & 1" Copper Service Line Leak/Break Repair <u>No dollars + one cent</u>	\$ <u>.01</u>	\$ <u>.01</u>

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
----------	--	-------------------------	--------------------------

1020	1 EA- Main Break/Leak Repair Smaller Than 6" <u>No dollars + one cent</u>	\$ <u>.01</u>	\$ <u>.01</u>
------	--	---------------	---------------

1020	1 EA- 6" Main Break/Leak Repair <u>No dollars + one cent</u>	\$ <u>.01</u>	\$ <u>.01</u>
------	---	---------------	---------------

1020	1 EA- 8" Main Break/Leak Repair <u>No dollars + one cent</u>	\$ <u>.01</u>	\$ <u>.01</u>
------	---	---------------	---------------

1020	1 EA- 12" Main Break/Leak Repair <u>No dollars + one cent</u>	\$ <u>.01</u>	\$ <u>.01</u>
------	--	---------------	---------------

3000.14	Removal, transportation and disposal of A.C. pipe 1 Lump Sum <u>Five thousand dollars + no cents</u>	\$ <u>5000<sup>00</sup></u>	\$ <u>5000<sup>00</sup></u>
---------	--	-----------------------------	-----------------------------

3000.15	Asbestos abatement work plan 1 Lump Sum <u>Ten thousand dollars + no cents</u>	\$ <u>10,000<sup>00</sup></u>	\$ <u>10,000<sup>00</sup></u>
---------	--	-------------------------------	-------------------------------

RK  
TOTAL BID \$ 249,287.28

*[Signature]* President

Bidder's Signature & Title  
**San Antonio Constructors, Ltd.**  
P.O. Box 682008  
San Antonio, Tx 78268-2008

\_\_\_\_\_  
Firm's Name (Type or Print)

\_\_\_\_\_  
Firm's Address

## PROPOSAL

PROPOSAL OF SAN ANTONIO CONSTRUCTORS, LTD., a corporation, a partnership consisting of RQH Enterprises, L.P., General Contractor and individual doing business as Roy Q. Healy, Ltd. Partner.

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Job No. 98-5512 in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
100	Mobilization 1 Lump Sum <u>Eleven thousand, seven hundred ninety dollars no cents</u>	<u>\$11,790<sup>00</sup></u>	<u>\$11,790<sup>00</sup></u>
101	Preparing Right of Way 1 Lump Sum <u>Four thousand, seven hundred sixteen dollars no cents</u>	<u>\$4716<sup>00</sup></u>	<u>\$4716<sup>00</sup></u>
511.3	55 SY- Replacing w/ Asph. Treat. Base & Payment (10" compacted depth) <u>Forty dollars</u>	<u>\$40<sup>00</sup></u>	<u>\$2200<sup>00</sup></u>
550	2,420 LF- Trench Excavation Safety Protection <u>One dollar</u>	<u>\$1.00</u>	<u>\$2420<sup>00</sup></u>
848	2,420 LF- 8" PVC Gravity Sanitary Sewer Line, 0'-6' Cut (SDR 26 PVC) <u>Twenty four dollars</u>	<u>\$24<sup>00</sup></u>	<u>\$58,080<sup>00</sup></u>
852.1	8 EA- Sanitary Sewer Manhole (0'-6') <u>Twenty four hundred dollars</u>	<u>\$2400<sup>00</sup></u>	<u>\$19,200<sup>00</sup></u>

Item No.	Description & Estimated Quantities (Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
854	813 LF- Sanitary Sewer Laterals (SDR 26 PVC) <u>Twenty dollar + no cents</u>	\$ <u>20<sup>00</sup></u>	\$ <u>16,260<sup>00</sup></u>
854A	34 EA- Sanitary Sewer Cleanout <u>Two hundred dollar</u>	\$ <u>200<sup>00</sup></u>	\$ <u>6800<sup>00</sup></u>
858	31 CY- Concrete Encasement, cradles, saddles or collars <u>One hundred dollar</u>	\$ <u>100.00</u>	\$ <u>3100<sup>00</sup></u>
864	1 Lump Sum- Bypass Pumping <u>Five thousand dollars</u>	\$ <u>5000<sup>00</sup></u>	\$ <u>5000<sup>00</sup></u>
866	2,420 LF- Sewer Main Television Inspection (8"-15") <u>Two dollars</u>	\$ <u>2<sup>00</sup></u>	\$ <u>4840<sup>00</sup></u>

TOTAL BID \$ 134,406<sup>00</sup>

*[Signature]* President

Bidder's Signature & Title  
**San Antonio Constructors, Ltd.**  
P.O. Box 682003  
San Antonio, Tx 78203-2003

\_\_\_\_\_  
Firm's Name (Type or Print)

\_\_\_\_\_  
Firm's Address

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity that is a party to the discretionary contract:

Macina, Bose, Copeland and Associates, Inc.

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract:

No subcontractor(s); or

List subcontractors: Carter-Burgess  
SWCA

(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract:

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

## City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.

### (5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3), or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3).

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Robert A. Liesman	Carroll Schubert	\$1,000.00	1/2/05
Robert A. Copeland, Jr.	Carroll Schubert	\$1,000.00	5/31/05

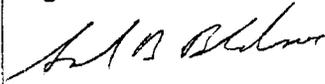
### (6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code) ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Vice President  Company or D/B/A: Macina, Bose, Copeland and Associates, Inc.	Date: November 28, 2005
---	--	----------------------------

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**City of San Antonio  
Economic Development Department  
Interdepartmental Memorandum**

**TO:** William Krause, Capital Programs Manager, Public Works Department  
**FROM:** Manuel Longoria, Jr., Assistant Director, Economic Development Department  
**COPIES:** Maggie Flores Scheppers; Anita Uribe Martin; File  
**SUBJECT:** Good Faith Effort Plan Submitted for the Public Works Capital Improvement Project: **CULEBRA AREA STREETS – PHASE IV**  
**DATE:** October 17, 2005

We have reviewed the Good Faith Effort Plan for the Public Works Capital Improvement Project: **CULEBRA AREA STREETS – PHASE IV**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>							
\$1,627,973		FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
		SAN ANTONIO CONSTRUCTORS, LTD.	YES (SBE)	34.76% (\$515,600)	0%	3.1% (\$5,600)	APPROVED

If there are any questions, please feel free to contact Anita Martin at (210) 207-3900.

  
 Manuel Longoria, Jr.  
 Assistant Director  
 Economic Development Department

ML\ma

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year TWO THOUSAND FIVE (2005) by and between SAN ANTONIO CONSTRUCTORS, 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:

CULEBRA AREA STREETS – PHASE IV

Prepared by HDR ENGINEERING, 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 TWO HUNDRED SEVENTY (270) 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

**Attachment II**

To Ordinance No. \_\_\_\_\_  
Approved on January 5, 2006

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 Services: ONE MILLION, SIX HUNDRED TWENTY-SEVEN THOUSAND, NINE HUNDRED SEVENTY THREE DOLLARS AND FORTY-THREE CENTS DOLLARS, (\$1,627,973.43)**

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)

SAN ANTONIO CONSTRUCTORS, LTD.  
Contractor

ATTEST:

BY: \_\_\_\_\_  
Roy Heath

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**President**  
Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a  
\_\_\_\_\_ on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of T E X A S

\_\_\_\_\_  
NOTARY'S PRINTED SIGNATURE

\_\_\_\_\_  
MY COMMISSION EXPIRES:

PAYMENT BOND

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

Know all men by these presents:

1. That we **San Antonio Constructors, Ltd., a Texas Corporation acting by and through Roy Heath, 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 \$ 1,627,973.43 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

**SAN ANTONIO CONSTRUCTORS, LTD.**

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

**CULEBRA AREA STREET, PHASE IV**

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 Chapter 2253 of the Texas Government Code, 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 \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_ A.D. 2005.

6. The foregoing bond is approved and accepted  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_

**SAN ANTONIO CONSTRUCTORS, LTD.**

By: \_\_\_\_\_  
**Roy Heath, President**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Surety

(SEAL)

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

\_\_\_\_\_  
Address of Surety for Service Purposes

PERFORMANCE BOND

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

Know all men by these presents:

1. That we **San Antonio Constructors, Ltd., a Texas Corporation acting by and through Roy Heath, 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 **\$ 1,627,973.43** 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

**SAN ANTONIO CONSTRUCTORS, LTD.**

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

**CULEBRA AREA STREETS, PHASE IV**

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

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

\_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

5. The foregoing bond is approved and accepted

**SAN ANTONIO CONSTRUCTORS, LTD.**

this \_\_\_\_\_ day of \_\_\_\_\_,

2005.

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
**Roy Heath, President**

\_\_\_\_\_  
Surety

(SEAL)

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

\_\_\_\_\_  
Address of Surety for Service Purposes