

AN ORDINANCE 2006-01-05-9

ACCEPTING THE LOWEST RESPONSIVE BID, APPROPRIATING FUNDS, AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,556,180.64 PAYABLE TO VALEMAS, INC., AUTHORIZING \$266,036.45 FOR PROJECT CONTINGENCY, \$204,848.06 FOR CAPITAL ADMINISTRATION COST, AND \$2,000.00 FOR ADVERTISING EXPENSES, FOR A TOTAL AMOUNT OF \$4,029,065.15, \$127,024.00 OF WHICH TO BE REIMBURSED BY CITY PUBLIC SERVICE ENERGY (CPS ENERGY) AND \$768,792.19 OF WHICH TO BE REIMBURSED BY SAN ANTONIO WATER SYSTEM (SAWS), IN CONNECTION WITH THE AVE MARIA DRIVE – SAN PEDRO TO JACKSON KELLER PROJECT, AN AUTHORIZED 1999-2004 GENERAL OBLIGATION DRAINAGE IMPROVEMENT BOND FUNDED PROJECT LOCATED IN DISTRICT 1.

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WHEREAS, bids were submitted in connection with the Ave Maria Drive – San Pedro to Jackson Keller Project located in Council District 1; and

WHEREAS, this Ordinance accepts the lowest responsive bid submitted by **Valemas, Inc.** in the amount of \$3,556,180.64 for the Ave Maria Drive – San Pedro to Jackson Keller Project, authorizes \$266,036.45 for project contingency, \$204,848.06 for capital administration cost, and \$2,000.00 for advertising expenses; and

WHEREAS, said project provides for reconstruction of Ave Maria to a thirty-foot width roadway from Jackson Keller to San Pedro, drainage channel improvements from Jackson Keller to Oak Bend, and any necessary utility improvements, as well as, parkway improvements such as curbs, sidewalks, and driveway approaches; and

WHEREAS, City Public Service will reimburse the City for \$127,024.00 and the San Antonio Water System Board will reimburse the City \$768,792.19 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 previously approved 1999-2004 General Obligation Drainage 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 **Valemas, Inc.** in the amount of \$3,556,180.64 in connection with the Ave Maria Drive – San Pedro to Jackson Keller 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 \$1,943,000.00 appropriated in fund 45460000, 1999 General Obligation Drainage Bonds, GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00155-05-06. The amount of \$1,943,000.00 is authorized to be transferred to fund 45099000.
- b) The budget in fund 45099000, Project Definition 23-00907, Ave Maria Drainage, shall be revised by increasing GL account 6101100 – Interfund Transfer In, by the amount of \$1,943,000.00.
- c) The amount of \$886,000.00 appropriated in fund 435070000, 2004 Streets Certificates of Obligation, GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00155-05-06. The amount of \$886,000.00 is authorized to be transferred to fund 45099000.
- d) The budget in fund 45099000, Project Definition 23-00907, Ave Marie Drainage, shall be revised by increasing GL account 6101100 – Interfund Transfer In, by the amount of \$886,000.00.
- e) The budget in fund 45099000, Project Definition 23-00693, Babcock Road/Leon Creek, WBS element 23-0069303-02-04 is authorized to be reduced by \$304,248.96.
- f) The amount of \$3,024,347.27 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-02-01 is authorized to be encumbered and made payable to **Valemas, Inc.**
- g) The amount of \$404,809.37 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-02-02 is authorized to be encumbered and made payable to **Valemas, Inc.**
- h) The amount of \$127,024.00 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-02-03 is authorized to be encumbered and made payable to **Valemas, Inc.**
- i) The amount of \$266,036.45 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-02-03 is authorized to be encumbered and made payable for project contingencies.

- j) The amount of \$204,848.06 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-06 is authorized to be encumbered and made payable for capital administration costs.
- k) The amount of \$2,000.00 is appropriated in Fund 45099000, Project Definition 23-00907, Ave Maria Drainage, WBS element 23-00907-05-01 is authorized to be encumbered and made payable for capital advertising costs

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.

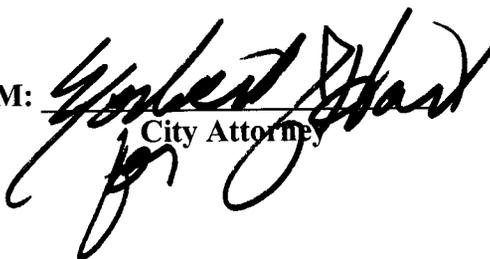
SECTION 5. This ordinance shall take effect on the 15th day of January, 2006.

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



M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
AVE MARIA DRIVE – SAN PEDRO TO JACKSON KELLER
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 365 calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of 5%

G. A. B Dollars (\$)

said amount being 5% 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.

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 _____

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.

VALEMAS, INC.

(Name of Bidder)

By: [Signature]
(Signature)

ATTEST:

Date [Signature]

PRESIDENT

(Title)

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

SIX HUNDRED SIXTY THOUSAND THREE HUNDRED SIXTY FOUR
& FORTY-FIVE CENTS \$ 2,660,364.45

Alternates (if applicable):

- (1) WATER - \$ 404,809.37
- (2) SEWER - \$ 363,982.82

- (3) GAS - \$ 127,024.00
- (4) TOTAL - \$ 3,556,180.64

VALEMAS, INC.

Company's Name

3435 SALADO CREEK DR. STE. 101

Address

SAN ANTONIO, TX

City & State

(210) 599-1876

Telephone No.

(210) 599-7209

Fax No.

78217

Zip Code

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM No. 1 & No. 2

BID ITEM PROPOSAL

Ave Maria Drive – San Pedro to Jackson Keller

The Bid Sheet shall be attached to and shall be a part of the complete Contract Documents.

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
EARTHWORK BID ITEMS				
100	1 LS	Mobilization <i>Two hundred thirty six thousand five hundred</i> Dollars and _____ Cents Per Lump Sum	\$ <u>236,500.⁰⁰</u>	\$ <u>236,500.⁰⁰</u>
100.1	1 LS	Insurance and Bond <i>One hundred one thousand</i> Dollars and _____ Cents Per Lump Sum	\$ <u>101,000.⁰⁰</u>	\$ <u>101,000.⁰⁰</u>
101	1 LS	Preparing Right-of-Way <i>@ Eighty six thousand</i> Dollars and _____ Cents Per Lump Sum	\$ <u>86,000.⁰⁰</u>	\$ <u>86,000.⁰⁰</u>
103.1	4,879 LF	Remove Concrete Curb @ <i>ONE</i> Dollars and _____ Cents Per Linear Foot	\$ <u>1.⁰⁰</u>	\$ <u>4,879.⁰⁰</u>
103.2	10,278 SF	Remove Sidewalks and Driveways @ <i>ONE</i> Dollars and _____ Cents Per Square Foot	\$ <u>1.⁰⁰</u>	\$ <u>10,278.⁰⁰</u>
104	6,587 CY	Street Excavation @ <i>Fifteen</i> Dollars and _____ Cents Per Cubic Yard	\$ <u>15.⁰⁰</u>	\$ <u>98,805.⁰⁰</u>
107	42 CY	Street Embankment @ <i>Twenty-two</i> Dollars and _____ Cents Per Cubic Yard	\$ <u>22.⁰⁰</u>	\$ <u>924.⁰⁰</u>
108.1	17,956 SY	Lime Treatment for Subgrade (8" Compacted Depth) @ <i>FOUR</i> Dollars and _____ Cents Per Square Yard	\$ <u>4.⁰⁰</u>	\$ <u>71,824.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
108.2	291 Ton	Lime (More than 100 Ton) @ <u>Two Hundred Fifteen</u> Dollars and _____ Cents Per Ton	\$ <u>215.00</u>	\$ <u>62,565.00</u>

BASE & SURFACE COURSES BID ITEMS

202	3,065 GAL	Prime Coat @ _____ Dollars and <u>one</u> Cents Per Gallon	\$ <u>.01</u>	\$ <u>30.65</u>
203	1,533 GAL	Tack Coat @ <u>Five</u> Dollars and _____ Cents Per Gallon	\$ <u>5.00</u>	\$ <u>7,665.00</u>
205.1	1,495 SY	Hot Mix Asphaltic Pavement Type B (2.5" Compacted Depth) (<10,000 SY) @ <u>Ten</u> Dollars and _____ Cents Per Square Yard	\$ <u>10.00</u>	\$ <u>14,950.00</u>
205.3	15,267 SY	Hot Mix Asphaltic Pavement Type "D" (1.5" Compacted Depth) (>5,000 SY) @ <u>Six</u> Dollars and _____ Cents Per Square Yard	\$ <u>6.00</u>	\$ <u>91,602.00</u>
206	13,772 SY	Asphalt Treated Base (6" Thick) @ <u>Eighteen</u> Dollars and _____ Cents Per Square Yard	\$ <u>18.00</u>	\$ <u>247,896.00</u>
206	1,495 SY	Asphalt Treated Base (10" Thick) @ <u>Thirty-two</u> Dollars and _____ Cents Per Square Yard	\$ <u>32.00</u>	\$ <u>47,840.00</u>

CONCRETE AND CONCRETE STRUCTURES BID ITEMS

300.1	20.7 CY	Concrete Class "A" (Driveway Retaining Walls) (>20 CY) @ <u>One hundred eight</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>108.00</u>	\$ <u>2,235.00</u>
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STORM SEWERS BID ITEMS

106	4,410 CY	Box Culvert Excavation & Backfill (600 < X < 10,000 CY) @ <u>Fifteen</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>15.00</u>	\$ <u>66,150.00</u>
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Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
300.1	115.1 CY	3-7'X4' Concrete Multiple-Box Culvert (MC)(0'-6' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>64,916.⁴⁰</u>
300.1	163.8 CY	3-7'X4' Concrete Multiple-Box Culvert (MC)(6'-8' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>92,383.²⁰</u>
300.1	101.1 CY	2-8'X4' Concrete Multiple-Box Culvert (MC)(6'-8' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>57,020.⁴⁰</u>
300.1	183.2 CY	2-8'X4' Concrete Multiple-Box Culvert (MC)(8'-10' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>103,324.⁸⁰</u>
300.1	22.2 CY	Concrete Headwall (9" Thick) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>12,520.⁸⁰</u>
309	118 CY	2-5'X4' Precast Concrete Box Culvert (12'-14' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>11,280.⁰⁰</u>
309	20 CY	2-5'X4' Precast Concrete Box Culvert (14'-16' Cut) @ <u>Five hundred sixty four</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>564.⁰⁰</u>	\$ <u>66,552.⁰⁰</u>
401.1	102 LF	24" Storm Drainage Pipe, RCP, 0'-6' Cut (>100 LF) @ <u>Eighty one</u> Dollars and _____ Cents Per Linear Foot	\$ <u>81.⁰⁰</u>	\$ <u>8,262.⁰⁰</u>
401.1	62 LF	30" Storm Drainage Pipe, RCP, 0'-6' Cut @ <u>Ninety one</u> Dollars and _____ Cents Per Linear Foot	\$ <u>91.⁰⁰</u>	\$ <u>5,642.⁰⁰</u>
401.1	59 LF	60" Storm Drainage Pipe, RCP, 8'-10' Cut @ <u>Two hundred forty two</u> Dollars and _____ Cents Per Linear Foot	\$ <u>242.⁰⁰</u>	\$ <u>14,278.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
401.2	42 LF	42" Storm Drainage Pipe, (Smooth Interior Metal) 8'-10' Cut @ <u>One hundred thirteen</u> Dollars and _____ Cents Per Linear Foot	\$ <u>113.⁰⁰</u>	\$ <u>4,746.⁰⁰</u>
401.2	54 LF	48" Storm Drainage Pipe (Smooth Interior Arch Pipe) 0'-6' Cut @ <u>One hundred seventy seven</u> Dollars and _____ Cents Per Linear Foot	\$ <u>177.⁰⁰</u>	\$ <u>9,558.⁰⁰</u>
401.2	80 LF	60" Storm Drainage Pipe, (Smooth Interior Metal) 8'-10' Cut @ <u>Two hundred ten</u> Dollars and _____ Cents Per Linear Foot	\$ <u>210.⁰⁰</u>	\$ <u>16,800.⁰⁰</u>
401.2	648 LF	60" Storm Drainage Pipe, (Smooth Interior Metal) 10'-12' Cut @ <u>Two hundred ten</u> Dollars and _____ Cents Per Linear Foot	\$ <u>210.⁰⁰</u>	\$ <u>136,080.⁰⁰</u>
401.2	92 LF	60" Storm Drainage Pipe, (Smooth Interior Metal) 12'-14' Cut @ <u>Two hundred ten</u> Dollars and _____ Cents Per Linear Foot	\$ <u>210.⁰⁰</u>	\$ <u>19,320.⁰⁰</u>
401.2	552 LF	60" Storm Drainage Pipe, (Corrugated Metal) 8'-10' Cut @ <u>Two hundred ten</u> Dollars and _____ Cents Per Linear Foot	\$ <u>210.⁰⁰</u>	\$ <u>115,920.⁰⁰</u>
401.2	348 LF	60" Storm Drainage Pipe, (Corrugated Metal) 10'-12' Cut @ <u>Two hundred ten</u> Dollars and _____ Cents Per Linear Foot	\$ <u>210.⁰⁰</u>	\$ <u>73,080.⁰⁰</u>
401.2	280 LF	72" Storm Drainage Pipe, (Smooth Interior Metal) 6'-8' Cut @ <u>Two hundred thirty one</u> Dollars and _____ Cents Per Linear Foot	\$ <u>231.⁰⁰</u>	\$ <u>64,680.⁰⁰</u>
401.2	644 LF	72" Storm Drainage Pipe, (Smooth Interior Metal) 8'-10' Cut @ <u>Two hundred thirty one</u> Dollars and _____ Cents Per Linear Foot	\$ <u>231.⁰⁰</u>	\$ <u>148,764.⁰⁰</u>
401.2	200 LF	72" Storm Drainage Pipe, (Smooth Interior Metal) 10'-12' Cut @ <u>Two hundred thirty one</u> Dollars and _____ Cents Per Linear Foot	\$ <u>231.⁰⁰</u>	\$ <u>46,200.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
505	359 SY	Concrete Riprap (6" Thick)(<4,000SY) @ <u>Fifty nine</u> Dollars and _____ Cents Per Square Yard	\$ <u>59.⁰⁰</u>	\$ <u>21,181.⁰⁰</u>
522	80 LF	Sidewalk Pipe Railing @ <u>Forty eight</u> Dollars and _____ Cents Per Linear Foot	\$ <u>48.⁰⁰</u>	\$ <u>3,840.⁰⁰</u>
550	2,304 LF	Trench Excavation Safety Protection (X>1,000 LF) @ <u>Eleven</u> Dollars and _____ Cents Per Linear Foot	\$ <u>11.⁰⁰</u>	\$ <u>25,344.⁰⁰</u>
403.6	1 EA	Junction Box, 6'X24' (#7A) <u>Eleven thousand eight hundred twenty five</u> Dollars and _____ Cents Per Each	\$ <u>11,825.⁰⁰</u>	\$ <u>11,825.⁰⁰</u>
403.6	3 EA	Junction Box, 6'X20' (#5, #6, #7) <u>Ten thousand seven hundred fifty</u> Dollars and _____ Cents Per Each	\$ <u>10,750.⁰⁰</u>	\$ <u>32,250.⁰⁰</u>
403.6	2 EA	Junction Box 4, 6'X16' (#2, #3) <u>Nine thousand six hundred seventy five</u> Dollars and _____ Cents Per Each	\$ <u>9,675.⁰⁰</u>	\$ <u>19,350.⁰⁰</u>
403.12	5 EA	Curb Inlet 15' <u>Three thousand two hundred twenty five</u> Dollars and _____ Cents Per Each	\$ <u>3,225.⁰⁰</u>	\$ <u>16,125.⁰⁰</u>
403.12	1 EA	Curb Inlet 15' (Modified) <u>Four thousand eight hundred thirty eight</u> Dollars and _____ Cents Per Each	\$ <u>4,838.⁰⁰</u>	\$ <u>4,838.⁰⁰</u>
403.16	1 EA	Curb Inlet 45' <u>Ten thousand seven hundred fifty</u> Dollars and _____ Cents Per Each	\$ <u>10,750.⁰⁰</u>	\$ <u>10,750.⁰⁰</u>
700.4	1 EA	Drop Inlet, TXDOT Type W-2 (Modified) (#9) <u>Twelve thousand nine hundred</u> Dollars and _____ Cents Per Each	\$ <u>12,900.⁰⁰</u>	\$ <u>12,900.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
700.4	1 EA	Drop Inlet, TXDOT Type W-3 (#4) <i>Sixteen thousand one hundred twenty-five</i> Dollars and _____ Cents Per Each	\$ <u>16,125.⁰⁰</u>	\$ <u>16,125.⁰⁰</u>
700.4	1 EA	Drop Inlet, TXDOT Type W-2 (#1) <i>Sixteen thousand one hundred twenty-five</i> Dollars and _____ Cents Per Each	\$ <u>16,125.⁰⁰</u>	\$ <u>16,125.⁰⁰</u>

INCIDENTAL CONSTRUCTION BID ITEMS

500	198 LF	Concrete Curbing (Less than 1,000 LF) @ <u>Sixteen</u> Dollars and _____ Cents Per Linear Foot	\$ <u>16.⁰⁰</u>	\$ <u>3,168.⁰⁰</u>
501	7,835 LF	Machine Laid Curb (5,000 LF <X<20,000 LF) @ <u>Five</u> Dollars and _____ Cents Per Linear Foot	\$ <u>5.⁰⁰</u>	\$ <u>39,175.⁰⁰</u>
502.1	1,587 SY	Concrete Sidewalks (1,000 SY <X<10,000 SY) @ <u>Thirty two</u> Dollars and _____ Cents Per Square Yard	\$ <u>32.⁰⁰</u>	\$ <u>50,784.⁰⁰</u>
502.2	868 SY	Concrete Driveway (100 SY <X<10,000 SY)(Apron) @ <u>Thirty Four</u> Dollars and _____ Cents Per Square Yard	\$ <u>34.⁰⁰</u>	\$ <u>29,512.⁰⁰</u>
502.2	338 SY	Concrete Driveway (100 SY <X<10,000 SY)(Penetration) @ <u>Thirty Four</u> Dollars and _____ Cents Per Square Yard	\$ <u>34.⁰⁰</u>	\$ <u>11,492.⁰⁰</u>
502.3	111 SY	Commercial Driveway @ <u>Forty eight</u> Dollars and _____ Cents Per Square Yard	\$ <u>48.⁰⁰</u>	\$ <u>5,328.⁰⁰</u>
503.1	349 SY	Asphaltic Concrete Driveway (100 <X<1,000 SY) @ <u>Thirty two</u> Dollars and _____ Cents Per Square Yard	\$ <u>32.⁰⁰</u>	\$ <u>11,168.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
503.2	98 SY	Gravel Driveway (Less than 100 SY) @ <u>Thirty-two</u> Dollars and _____ Cents Per Square Yard	\$ <u>32.⁰⁰</u>	\$ <u>3,136.⁰⁰</u>
506.1	24.4 CY	Concrete Retaining Walls – Combination Type (20<X<50 CY) @ <u>Six hundred ninety nine</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>699.⁰⁰</u>	\$ <u>17,055.⁶⁰</u>
509	60 LF	Metal Beam Guard Rail (Less than 200 LF) @ <u>sixteen</u> Dollars and _____ Cents Per Linear Foot	\$ <u>16.⁰⁰</u>	\$ <u>960.⁰⁰</u>
513.1	23 EA	Removing and Relocating Mail Boxes (<50 Units) @ <u>Fifty Four</u> Dollars and _____ Cents Per Each	\$ <u>54.⁰⁰</u>	\$ <u>1,242.⁰⁰</u>
513.3	2 EA	Removing and Relocating Mail Boxes (Rock or Masonry) @ <u>Two hundred sixty nine</u> Dollars and _____ Cents Per Each	\$ <u>269.⁰⁰</u>	\$ <u>538.⁰⁰</u>
515	545 CY	Topsoil (More than 500 CY) @ <u>Seventeen dollars</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>17.⁰⁰</u>	\$ <u>9,265.⁰⁰</u>
516.2	4,905 SY	St. Augustine Sodding (More than 2,000 SY) @ <u>Four</u> Dollars and _____ Cents Per Square Yard	\$ <u>4.⁰⁰</u>	\$ <u>19,620.⁰⁰</u>
524	3 CY	Concrete Steps (<10 CY) @ <u>Five hundred thirty eight</u> Dollars and _____ Cents Per Cubic Yard	\$ <u>538.⁰⁰</u>	\$ <u>1,614.⁰⁰</u>
531.03	9 EA	R1-1 Stop @ <u>One hundred sixty seven</u> Dollars and _____ Cents Per Each	\$ <u>167.⁰⁰</u>	\$ <u>1,503.⁰⁰</u>
531.04	3 EA	R1-2 Yield @ <u>Two hundred ten</u> Dollars and _____ Cents Per Each	\$ <u>210.⁰⁰</u>	\$ <u>630.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
531.06	6 EA	R2-1 Speed Limit @ <u>One Hundred Fifty Six</u> Dollars and _____ Cents Per Each	\$ <u>156.⁰⁰</u>	\$ <u>936.⁰⁰</u>
531.08	5 EA	R3-2 No Left Turn @ <u>One Hundred Fifty Six</u> Dollars and _____ Cents Per Each	\$ <u>156.⁰⁰</u>	\$ <u>780.⁰⁰</u>
531.17	3 EA	R4-7 Keep Right @ <u>One hundred Forty Five</u> Dollars and _____ Cents Per Each	\$ <u>145.⁰⁰</u>	\$ <u>435.⁰⁰</u>
531.21	3 EA	R7-1 NO PARKING ANYTIME @ <u>One hundred Forty Five</u> Dollars and _____ Cents Per Each	\$ <u>145.⁰⁰</u>	\$ <u>435.⁰⁰</u>
531.37	4 EA	W1-1 Turn @ <u>One hundred sixty one</u> Dollars and _____ Cents Per Each	\$ <u>161.⁰⁰</u>	\$ <u>644.⁰⁰</u>
531.42	2 EA	W1-6 Large Arrow @ <u>Two hundred Forty two</u> Dollars and _____ Cents Per Each	\$ <u>242.⁰⁰</u>	\$ <u>484.⁰⁰</u>
531.54	7 EA	W13-1 Advisory Speed @ <u>Forty eight</u> Dollars and _____ Cents Per Each	\$ <u>48.⁰⁰</u>	\$ <u>336.⁰⁰</u>
531.59	16 EA	9-Inch Street Name @ <u>One hundred thirty Four</u> Dollars and _____ Cents Per Each	\$ <u>134.⁰⁰</u>	\$ <u>2,144.⁰⁰</u>
531.61	6 EA	Special Sign (R5-1 Do Not Enter) @ <u>One hundred sixty seven</u> Dollars and _____ Cents Per Each	\$ <u>167.⁰⁰</u>	\$ <u>1,002.⁰⁰</u>
531.61	5 EA	Special Sign (R6-1 One Way) @ <u>One hundred forty Five</u> Dollars and _____ Cents Per Each	\$ <u>145.⁰⁰</u>	\$ <u>725.⁰⁰</u>

Item No.	Approximate Quantity	Description of Item With Bid Price Written in Words	Price	Amount Bid
531.61	1 EA	Special Sign (W12-1 Double Arrow) @ <u>Two hundred forty two</u> Dollars and _____ Cents Per Each	\$ <u>242.⁰⁰</u>	\$ <u>242.⁰⁰</u>
531.61	1 EA	Special Sign (W14-2 No Outlet) @ <u>One hundred sixty one</u> Dollars and _____ Cents Per Each	\$ <u>161.⁰⁰</u>	\$ <u>161.⁰⁰</u>
531.61	5 EA	Special Sign (No Dumping Allowed) @ <u>One hundred sixty one</u> Dollars and _____ Cents Per Each	\$ <u>161.⁰⁰</u>	\$ <u>805.⁰⁰</u>
531.61	2 EA	Special Sign (Neighborhood Watch) @ <u>One hundred eighty eight</u> Dollars and _____ Cents Per Each	\$ <u>188.⁰⁰</u>	\$ <u>376.⁰⁰</u>
531.61	2 EA	Special Sign (Good Neighbor Program) @ <u>One hundred eighty eight</u> Dollars and _____ Cents Per Each	\$ <u>188.⁰⁰</u>	\$ <u>376.⁰⁰</u>
536.01	670 LF	4 Inch Wide Yellow Line (Less than 100,000 LF) @ <u>Four</u> Dollars and _____ Cents Per Linear Foot	\$ <u>4.⁰⁰</u>	\$ <u>2,680.⁰⁰</u>
553.00	1 LS	Stormwater Pollution Prevention Plan <u>Two thousand six hundred eight eight</u> Dollars and _____ Cents Per Lump Sum	\$ <u>2,688.⁰⁰</u>	\$ <u>2,688.⁰⁰</u>
530	1 LS	Barricades, Signs & Traffic Handling 3% (XX<1 Million) <u>Twenty five thousand eight hundred</u> Dollars and _____ Cents Per Lump Sum	\$ <u>25,800.⁰⁰</u>	\$ <u>25,800.⁰⁰</u>

TOTAL AMOUNT BID:

\$ 2,582,270.⁴⁵

TOTAL AMOUNT BID IN WORDS: Two million Five hundred eighty two thousand two hundred seventy dollars and Forty Five cents

Water Job No. 03 - 5013
 Sewer Job No. 03 - 5510
 Ave Maria Drive: San Pedro to Jackson -Keller

BID PROPOSAL

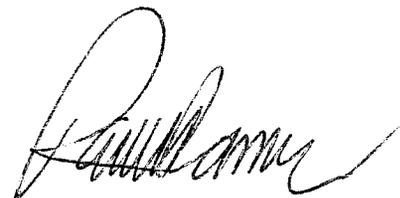
PROPOSAL OF VALEMAS, INC. a corporation a partnership consisting
 of _____ and an individual doing business as
 _____ TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instruction 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 Nos. 03-5013 and 03-5510 in accordance with the Plans and Specifications for the following prices to wit.

WATER WORKS CONSTRUCTION

**The combined total bids for Item 1- Mobilization and Item 2- Preparing Right-of-Way shall not exceed fifteen percent (15%) of the base project bid. A base bid shall be defined as all bid items excluding Item 1 and Item 2. A bid containing a combined total for the above-mentioned pay items in excess of fifteen percent (15%) shall be considered unbalanced and shall be rejected.

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
100	1-LS - Mobilization;** <u>Thirty eight thousand Seven hundred Dollars</u>	\$ <u>38,700.⁰⁰</u>	\$ <u>38,700.⁰⁰</u>
	and _____ Cents Per Lump Sum		
101	1-LS - Preparing Right-of-Way.** <u>@ Fourteen thousand Dollars</u>	\$ <u>14,000.⁰⁰</u>	\$ <u>14,000.⁰⁰</u>
	and _____ Cents Per Lump Sum		
103.1	30-LF - Remove concrete Curb; <u>@ _____ Dollars</u>	\$ <u>0.01</u>	\$ <u>0.30</u>
	and <u>one</u> Cents Per Linear Foot		
500	30-LF - Concrete Curbing; <u>@ _____ Dollars</u>	\$ <u>0.01</u>	\$ <u>0.30</u>
	and <u>one</u> Cents Per Linear Foot		



Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
511.3	434-SY - Replacing with Asphalt Treated Base & Pavement (6" Compacted Depth); @ <u>One</u> Dollars	\$ <u>1.00</u>	\$ <u>434.00</u>
	and _____ Cents Per Square Yard		
515	13-CY - Topsoil (Less than 500 CY); @ <u>Thirty two</u> Dollars	\$ <u>32.00</u>	\$ <u>416.00</u>
	and _____ Cents Per Cubic Yard		
516.2	102-SY - St. Augustine Sodding (Less than 2,000 SY); @ <u>Four</u> Dollars	\$ <u>4.00</u>	\$ <u>408.00</u>
	and _____ Cents Per Square Yard		
550	4,708-LF- Trench Excavation Safety Protection (X > 1,000 LF); @ <u>One</u> Dollars	\$ <u>1.00</u>	\$ <u>4,708.00</u>
	and _____ Cents Per Linear Foot		
818	45-LF - 6" PVC Pipe; @ <u>One hundred eight</u> Dollars	\$ <u>108.00</u>	\$ <u>4,860.00</u>
	and _____ Cents Per Linear Foot		
818	4,250-LF - 8" PVC Pipe; @ <u>Thirty two</u> Dollars	\$ <u>32.00</u>	\$ <u>136,000.00</u>
	and _____ Cents Per Linear Foot		
818	413-LF - 12" PVC Pipe; @ <u>Thirty seven</u> Dollars	\$ <u>37.00</u>	\$ <u>15,281.00</u>
	and _____ Cents Per Linear Foot		

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
822	75-LF - Short Yard Piping; @ <u>Twenty two</u> Dollars and _____ Cents Per Linear Foot	\$ <u>22.⁰⁰</u>	\$ <u>1,650.⁰⁰</u>
824	16-EA - Relay 3/4" Short Service; @ <u>Four hundred eighty four</u> Dollars and _____ Cents Per Each	\$ <u>484.⁰⁰</u>	\$ <u>7,744.⁰⁰</u>
824	1-EA - Relay 3/4" Short Unmetered Service; @ <u>Four hundred eight four</u> Dollars and _____ Cents Per Each	\$ <u>484.⁰⁰</u>	\$ <u>484.⁰⁰</u>
824	13-EA - Relay 3/4" Long Service; @ <u>Six hundred ninety nine</u> Dollars and _____ Cents Per Each	\$ <u>699.⁰⁰</u>	\$ <u>9,087.⁰⁰</u>
824	4-EA - Relay 1" Short Service; @ <u>Eight hundred six</u> Dollars and _____ Cents Per Each	\$ <u>806.⁰⁰</u>	\$ <u>3,224.⁰⁰</u>
824	14-EA - Relay 1" Long Service; @ <u>Eight hundred six</u> Dollars and _____ Cents Per Each	\$ <u>806.⁰⁰</u>	\$ <u>11,284.⁰⁰</u>
824	3-EA - Relay 1 1/2" Short Service; @ <u>Nine hundred fourteen</u> Dollars and _____ Cents Per Each	\$ <u>914.⁰⁰</u>	\$ <u>2,742.⁰⁰</u>
824	2-EA - Relay 1 1/2" Long Service; @ <u>Nine hundred fourteen</u> Dollars and _____ Cents Per Each	\$ <u>914.⁰⁰</u>	\$ <u>1,828.⁰⁰</u>

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
828	22-EA - 8" Gate Valves; @ <u>One thousand three hundred forty four</u> Dollars and _____ Cents Per Each	\$ <u>1,344.⁰⁰</u>	\$ <u>29,568.⁰⁰</u>
831	1-EA - 8"X8" Cut In Tee; @ <u>One thousand three hundred forty four</u> Dollars and _____ Cents Per Each	\$ <u>1,344.⁰⁰</u>	\$ <u>1,344.⁰⁰</u>
833	6-EA - Existing Meter and Meter Box Relocation; @ <u>One hundred eight</u> Dollars and _____ Cents Per Each	\$ <u>108.⁰⁰</u>	\$ <u>648.⁰⁰</u>
833	12-EA - Meter Box; @ <u>One hundred sixty one</u> Dollars and _____ Cents Per Each	\$ <u>161.⁰⁰</u>	\$ <u>1,932.⁰⁰</u>
834	7-EA - Fire Hydrant; @ <u>Four thousand three hundred</u> Dollars and _____ Cents Per Each	\$ <u>4,300.⁰⁰</u>	\$ <u>30,100.⁰⁰</u>
836	7.767-TON - Pipe Fittings, all sizes and types; @ <u>One</u> Dollars and _____ Cents Per Ton	\$ <u>1.⁰⁰</u>	\$ <u>7.⁷⁷</u>
840	9-EA - 6" Water Tie-Ins; @ <u>Two thousand six hundred eighty eight</u> Dollars and _____ Cents Per Each	\$ <u>2,688.⁰⁰</u>	\$ <u>24,192.⁰⁰</u>

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
840	2-EA - 8" Water Tie-Ins; @ <u>Three thousand two hundred twenty-five</u> Dollars	\$ <u>3,225.⁰⁰</u>	\$ <u>6,450.⁰⁰</u>
	and _____ Cents Per Each		
841	3-EA - Hydrostatic Testing; @ <u>One thousand seventy-five</u> Dollars	\$ <u>1,075.⁰⁰</u>	\$ <u>3,225.⁰⁰</u>
	and _____ Cents Per Each		
844	10-EA - 2" Blowoff, Temporary; @ <u>Five Hundred thirty eight</u> Dollars	\$ <u>538.⁰⁰</u>	\$ <u>5,380.⁰⁰</u>
	and _____ Cents Per Each		
856.3	295-LF - Casing or Liner 24"; @ <u>One hundred sixty one</u> Dollars	\$ <u>161.⁰⁰</u>	\$ <u>47,495.⁰⁰</u>
	and _____ Cents Per Linear Foot		
1015	1-EA - ¾" & 1" Copper Service Line/Break Repair; @ <u>One</u> Dollars	\$ <u>1.⁰⁰</u>	\$ <u>1.⁰⁰</u>
	and _____ Cents Per Each		
1020	1-EA - 6" Main Break/Leak Repair; @ <u>One</u> Dollars	\$ <u>1.⁰⁰</u>	\$ <u>1.⁰⁰</u>
	and _____ Cents Per Each		
1020	1-EA - 8" Main Break/Leak Repair; @ <u>One</u> Dollars	\$ <u>1.⁰⁰</u>	\$ <u>1.⁰⁰</u>
	and _____ Cents Per Each		

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
1020	1-EA - 12" Main Break/Leak Repair; @ <u>ONE</u> Dollars	\$ <u>1.00</u>	\$ <u>1.00</u>
	and _____ Cents Per Each		
3000.14	1-LS - Removal, Transport and Disposal of AC Pipe; @ <u>One thousand six hundred thirteen</u> Dollars	\$ <u>1,613.00</u>	\$ <u>1,613.00</u>
	and _____ Cents Per Lump Sum		
TOTAL BID WATER WORKS CONSTRUCTION		\$	<u>404,809.³⁷</u>



SANITARY SEWER CONSTRUCTION

**The combined total bids for Item 1- Mobilization and Item 2- Preparing Right-of-Way shall not exceed fifteen percent (15%) of the base project bid. A base bid shall be defined as all bid items excluding Item 1 and Item 2. A bid containing a combined total for the above-mentioned pay items in excess of fifteen percent (15%) shall be considered unbalanced and shall be rejected.

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
100	1-LS - Mobilization;** @ <u>Thirty Four thousand Five hundred</u> Dollars	\$ <u>34,500.⁰⁰</u>	\$ <u>34,500.⁰⁰</u>
	and _____ Cents Per Lump Sum		
101	1-LS - Preparing Right-of-Way;** @ <u>Twelve thousand Five Hundred</u> Dollars	\$ <u>12,500.⁰⁰</u>	\$ <u>12,500.⁰⁰</u>
	and _____ Cents Per Lump Sum		
103.1	41-LF - Remove concrete Curb; @ _____ Dollars	\$ <u>0.01</u>	\$ <u>0.41</u>
	and <u>ONE</u> Cents Per Linear Foot		
500	41-LF - Concrete Curbing; @ _____ Dollars	\$ <u>0.01</u>	\$ <u>0.41</u>
	and <u>ONE</u> Cents Per Linear Foot		
511.3	221-SY - Replacing with Asphalt Treated Base & Pavement (6" Compacted Depth); @ <u>One</u> Dollars	\$ <u>1.00</u>	\$ <u>221.⁰⁰</u>
	and _____ Cents Per Square Yard		
515	12-CY - Topsoil (Less than 500 CY); @ <u>Thirty two</u> Dollars	\$ <u>32.⁰⁰</u>	\$ <u>384.⁰⁰</u>
	and _____ Cents Per Cubic Yard		



Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
516.3	100-SY - St. Augustine Sodding (Less than 2,000 SY); @ <u>Four</u> Dollars	\$ <u>4.⁰⁰</u>	\$ <u>400.⁰⁰</u>
	and _____ Cents Per Square Yard		
551	4,088-LF- Trench Excavation Safety Protection (X > 1,000 LF); @ <u>One</u> Dollars	\$ <u>1.⁰⁰</u>	\$ <u>4,088.⁰⁰</u>
	and _____ Cents Per Linear Foot		
848	113-LF - 8" PVC Gravity Sanitary Sewer Line (SDR 26), 0' - 6' Cut; @ <u>Thirty two</u> Dollars	\$ <u>32.⁰⁰</u>	\$ <u>3,616.⁰⁰</u>
	and _____ Cents Per Linear Foot		
848	415-LF - 8" PVC Gravity Sanitary Sewer Line (SDR 26), 6' - 10' Cut; @ <u>Thirty two</u> Dollars	\$ <u>32.⁰⁰</u>	\$ <u>13,280.⁰⁰</u>
	and _____ Cents Per Linear Foot		
848	632-LF - 8" PVC Gravity Sanitary Sewer Line (SDR 26), 10' - 14' Cut; @ <u>Thirty Five</u> Dollars	\$ <u>35.⁰⁰</u>	\$ <u>22,120.⁰⁰</u>
	and _____ Cents Per Linear Foot		
848	73-LF - 10" PVC Gravity Sanitary Sewer Line (SDR 26), 0' - 6' Cut; @ <u>Thirty - Four</u> Dollars	\$ <u>34.⁰⁰</u>	\$ <u>2,482.⁰⁰</u>
	and _____ Cents Per Linear Foot		

Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
848	1,841-LF - 10" PVC Gravity Sanitary Sewer Line (SDR 26), 6' - 10' Cut; @ <u>Thirty Five</u> Dollars	\$ <u>35.⁰⁰</u>	\$ <u>64,435.⁰⁰</u>
	and _____ Cents Per Linear Foot		
848	1,013-LF - 10" PVC Gravity Sanitary Sewer Line (SDR 26), 10' - 14' Cut; @ <u>Thirty-eight</u> Dollars	\$ <u>38.⁰⁰</u>	\$ <u>38,494.⁰⁰</u>
	and _____ Cents Per Linear Foot		
852.1	30-EA - Sanitary Sewer Manhole (0' - 6'); @ <u>Two thousand one hundred fifty</u> Dollars	\$ <u>2,150.⁰⁰</u>	\$ <u>64,500.⁰⁰</u>
	and _____ Cents Per Each		
852.2	2-EA - Sanitary Sewer Drop Manhole (0' - 6'); @ <u>Two thousand one hundred fifty</u> Dollars	\$ <u>2,150.⁰⁰</u>	\$ <u>4,300.⁰⁰</u>
	and _____ Cents Per Each		
852.3	127-VF - Extra Depth Manholes (> 6'); @ <u>One hundred eight</u> Dollars	\$ <u>108.⁰⁰</u>	\$ <u>13,716.⁰⁰</u>
	and _____ Cents Per Vertical Foot		
854	1,503-LF - Sanitary Sewer Laterals (SDR-26); @ <u>Twenty seven</u> Dollars	\$ <u>27.⁰⁰</u>	\$ <u>40,581.⁰⁰</u>
	and _____ Cents Per Linear Foot		
854A	55-EA - One Way Sanitary Sewer Clean Out; @ <u>Two hundred fifteen</u> Dollars	\$ <u>215.⁰⁰</u>	\$ <u>11,825.⁰⁰</u>
	and _____ Cents Per Each		



Item No.	Description & Estimated Quantities (Unit Price to be written in words)	Unit Price (Figures)	Total Price (Figures)
856.3	18-LF - Casing or Liner 24"; @ <u>One hundred sixty one</u> Dollars	\$ <u>161.⁰⁰</u>	\$ <u>2,898.⁰⁰</u>
	and _____ Cents Per Linear Foot		
858	11-CY - Concrete Encasement, Cradles, Saddles and Collars; @ <u>One hundred eight</u> Dollars	\$ <u>108.⁰⁰</u>	\$ <u>1,188.⁰⁰</u>
	and _____ Cents Per Cubic Yard		
860	56-VF - Vertical Stacks; @ <u>Twenty seven</u> Dollars	\$ <u>27.⁰⁰</u>	\$ <u>1,512.⁰⁰</u>
	and _____ Cents Per Vertical Foot		
862	1,699-LF - Abandonment of Sanitary Sewer Main and Manhole; @ <u>Three</u> Dollars	\$ <u>3.⁰⁰</u>	\$ <u>5,097.⁰⁰</u>
	and _____ Cents Per Linear Foot		
864	1-LS - Bypass Pumping; @ <u>One</u> Dollars	\$ <u>1.⁰⁰</u>	\$ <u>1.⁰⁰</u>
	and _____ Cents Per Lump Sum		
866	4,088-LF - Sewer Main Television Inspection (8" - 15"); @ <u>Five</u> Dollars	\$ <u>5.⁰⁰</u>	\$ <u>20,440.⁰⁰</u>
	and _____ Cents Per Linear Foot		
1010	13-CY - Flowable Fill, @ <u>One hundred eight</u> Dollars	\$ <u>108.⁰⁰</u>	\$ <u>1,404.⁰⁰</u>
	and _____ Cents Per Linear Foot		

TOTAL BID - SANITARY SEWER CONSTRUCTION

\$ 363,982.82



TOTAL AMOUNT BID FOR WATER WORKS CONSTRUCTION \$ 404,809.37

TOTAL AMOUNT BID FOR SANITARY SEWER CONSTRUCTION \$ 363,982.82

TOTAL AMOUNT \$ 768,792.19

The bidder acknowledges receipt of the following addenda:

Addendum No. 1 Date: 9/22/05

Addendum No. 2 Date: 10/17/05

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The Owner reserves the right to reject any or all bids and accept or reject any informalities.

The bidder offers to construct the project in accordance with the Contract Documents for the contract price and to complete the project within **365 calendar days** after the project start dates as set forth in the Notice to Proceed. The bidder understands and accepts the provisions of the Contract Documents relating to liquidated damages if the project is not completed on schedule.

Additional requirements of the Proposal are included on the following page.



**CITY PUBLIC SERVICE
EXHIBIT GAS-5
COMPENSATION SCHEDULE
CONSTRUCTION OF NATURAL GAS DISTRIBUTION FACILITIES**

PROJECT NAME: Ave Maria Dr. - San Pedro Ave. to Jackson Keller

WR #: 3265627

- NOTE A: For each of the items below, the Contractor's work is to include: trenching, joining, testing, coating steel, building and painting risers and meter set-ups, connecting new pipe to existing pipe and installing all necessary fittings for tie-ins such as, stopper fittings and 3-way stopper tees, sand padding, backfilling and compacting to consistency of original soil, replacing paving, curbs, and sidewalks removed or damaged during construction, and cleanup as may be necessary in each instance.
- NOTE B: Trenching is considered to be the normal method of service installation and is required on all service adjustments. A gas service can be rerun by INSERTION, when the old service is PULLED from the riser to one foot inside the property line, ONLY at the discretion of the CPS Inspector.
- NOTE C: Bid quantities shown are estimates by CPS. Per foot prices shall be applied to the actual distance measured along the top of the trench or the actual length of the bore, as applicable.
- NOTE D: CPS requires a unit bid on each item that has a zero or a number shown in the bid quantity. The zero in the bid quantity column represents an alternate bid for unknown field conditions.
- NOTE E: The unit price for bid item number 14 shall include the cost for all Storm Water Pollution Prevention Plan (SWPPP) materials; the cost to erect all temporary erosion control devices; the cost to inspect and maintain devices on a weekly basis and as required due to rainfall equaling to or exceeding one-half inch during the course of construction; and the cost to remove these devices from the project area, if required, and disposing them off-site.
- NOTE F: The unit price for bid item number 16 shall include all costs to inspect and maintain all erosion control devices after construction work is completed and until the Notice of Termination (NOT) is filed with the Environmental Protection Agency (EPA).
- NOTE G: Unit prices shall include insurance costs. CPS' insurance requirements are specified in Exhibit GAS-6.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>BID QUANTITY</u>	<u>TOTAL PRICE</u>
1.	Rerun and Lower Gas Service Off New Main (Main to 1 Ft. Inside Property Line), Sizes 1" thru 4" (including replacing riser if necessary).				
	Short Side	1 ea.	\$ 1,500.00	X 0	= \$ 0.00
	Long Side	1 ea.	\$ 1,048.00	X 4	= \$ 4,192.00
2.	Rerun and Lower Gas Service Off New Main (Main to Meter) Sizes 1" thru 4"				
	Short Side	1 ea.	\$ 1,032.00	X 22	= \$ 22,704.00
	Long Side	1 ea.	\$ 1,231.00	X 18	= \$ 22,158.00
3.	Cut Back, Pump Test and Tie Existing Service to New Main, Sizes 1" thru 4"				
		1 ea.	\$ 688.00	X 5	= \$ 3,440.00

**CITY PUBLIC SERVICE
EXHIBIT GAS-5
COMPENSATION SCHEDULE
CONSTRUCTION OF NATURAL GAS DISTRIBUTION FACILITIES**

4.	Remove existing steel service riser on Customer premises with new anodeless Riser, rebuilding to standard, and tie into Existing plastic service line.	1 ea.	\$ <u>296.00</u>	X	<u>1</u>	= \$ <u>296.00</u>
5.	Install Gas Main or Casing (Distance As Measured Along the Top of Trench)					
	2" Plastic Pipe and Tracer Wire	1 ft.	\$ <u>16.00</u>	X	<u>1,466</u>	= \$ <u>23,456.00</u>
	4" Plastic Pipe and Tracer Wire	1 ft.	\$ <u>18.00</u>	X	<u>2,821</u>	= \$ <u>50,778.00</u>

The COST to abandon the existing main(s) is not an ADDITIONAL item and is to be included in the Unit Price(s) for this item.

TOTAL COST: \$ 127,024.00

COMPANY: VALEMAS, INC.

PREPARED BY: Raul H. Ramirez V

TITLE: PRESIDENT

DATE: 10/19/05

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: Ave Maria - San Pedro to Jackson Keller

DATE: 9/22/05

ADDENDUM NO.: 1

This addendum shall be included in and be considered part of the plans and specifications for the above named project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum at the time he receives it.

Part 1- Addendum Purpose

The purpose of this addendum is to address omissions from the contract documents for this project.

Part 2 - Addendum Items

Contract Documents:

A. Envelope 1, Bid Proposal, Form 9-12 (Rev. 05/03): **Replace** this existing form with the attached new form (2 each) in its entirety. Note the change in the third paragraph by the addition of the number, "365", so that the paragraph in its final form reads:

"It is understood and agreed that the work is to be completed in full in 365 calendar days."

B. Envelope No. 2: **Remove** from Envelope No. 2 the form titled, "LIST OF SUBCONTRACTORS/SUPPLIERS".

C. Specifications, Invitation for Bid, Item 11: In the first sentence **insert** the time and date, "10:00 am on October 12, 2005", so that the sentence in its final form reads:

"Notice is hereby posted that a pre-bid conference will be held in the Municipal Plaza Building, 114 W. Commerce, 6th Floor Conference Room City of San Antonio, Texas at 10:00 am on October 12, 2005."

D. Specifications, City of San Antonio, Texas, Governing Specifications, Special Specifications: After Item 800, Project Sign **add** the following items:

401.2	Polymer Coated Corrugated Metal Pipe
700.4	Storm Sewer Drop Inlets

E. Plans, Sheet 2 of 66, General Notes and Index to Drawings, Index of Drawings: **Add** the following sheet information after Sheet 40 of 66:

"40a of 66 SD13a STORM DRAINAGE DETAILS - INLET TYPE C AND EXTENSION TYPE E"

F. Plans, Sheet 3 of 66, Quantities, Item 403.16, Curb Inlet 45': **Add** the annotation "**⑦**" so that the item description in its final form reads:

"CURB INLET 45' ⑦"

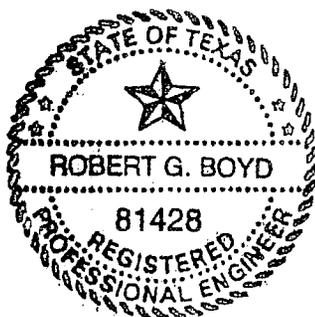
G. Plans, Sheet 3 of 66, Quantities, Notes: **Add** the following note:

"⑦ CURB INLET 45' TO CONSIST OF 30' INLET TYPE C AND 3 EA 5' INLET EXTENSIONS TYPE E"

H. Plans, Sheet 40a of 66, Curb Inlet Type C and Extension Type E: **Insert** this new sheet in its entirety after Sheet 40 of 66.

Part 3 – Issuing Engineer

This Addendum No. 1 is issued under the authority of the Professional Engineer whose seal is affixed hereto:



Robert G. Boyd
Signature

9-22-05
Date

Part 4 – Acknowledgment of Receipt

Each bidder is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same with attached to his/her bid.

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information and stipulation set forth.

10/18/05
Date

[Signature]
Signature

END OF ADDENDUM

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: Ave Maria - San Pedro to Jackson Keller

DATE: 10/17/05

ADDENDUM NO.: 2

This addendum shall be included in and be considered part of the plans and specifications for the above named project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum at the time he receives it.

Part 1 - Addendum Purpose

The purpose of this addendum is to address omissions from the contract documents for this project.

Part 2 - Addendum Items

Contract Documents:

A. Envelope 1, San Antonio Water System Bid Proposal, Sheet P-9: **Replace** this existing page with the attached new page (2 each) in its entirety (see attachment 1). Note the change in the description for Item No. 854A, which now reads:

"55-EA - One-Way Sanitary Sewer Clean Out;"

B. Specifications, Notice to Bidders: **Replace** this existing page in its entirety with the attached revised page (see attachment 2).

C. SAWS Water Plans, Sheet 14 of 14, SAWS Water Detail Sheet: **Replace** tables of pipe restraint lengths for 8-inch and 12-inch PVC pipe with the attached tables (see attachment 3).

D. SAWS Water Plans, Sheets 4 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 24-feet along Nova Mae Drive with a longer length of 40-feet. Restraint length should begin at connection of 8"x 6" reducer.

E. SAWS Water Plans, Sheets 5 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 24-feet along northeastern turn-about between Ave Maria Drive and Meliff Drive with a longer length of 37-feet. Restraint length should begin 8-ft south of the proposed fire hydrant.

F. SAWS Water Plans, Sheets 5 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 8-feet along northern Meliff Drive with a longer length of 16-feet. Restraint length should begin 8-ft south of the proposed waterline tee.

G. SAWS Water Plans, Sheets 7 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 48-feet along Dipper Drive with a longer length of 64-feet. Restraint length should begin at connection of 8"x 6" reducer.

H. SAWS Water Plans, Sheets 8 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 66-feet along Oak Plaza with a longer length of 76-feet. Restraint length should begin at connection of 8"x 6" reducer.

I. SAWS Water Plans, Sheets 9 of 14, SAWS 8-inch Water Plan: **Add** restraint length of 14-feet centered on proposed fire hydrant along Ave Maria Drive.

J. SAWS Water Plans, Sheets 9 of 14, SAWS 8-inch Water Plan: **Add** restraint length of 10-feet centered on proposed cut-in-tee along Jackson-Keller Road.

K. SAWS Water Plans, Sheets 10 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 27-feet along Meliff Drive with a longer length of 40-feet. Restraint length should begin at connection of 8"x 6" reducer.

L. SAWS Water Plans, Sheets 11 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 26-feet along Jackson-Keller Road with a longer length of 72-feet. Restraint length should begin at connection of 8"x 6" reducer.

M. SAWS Water Plans, Sheets 11 of 14, SAWS 8-inch Water Plan: **Replace** restraint length of 22-feet along Jackson-Keller Road with a longer length of 72-feet. Restraint length should begin at connection of 8"x 6" reducer.

N. SAWS Water Plans, Sheet 3 of 14: **Delete** item number 511.3 "Replacing with Asphalt treated Base and Pavement (12" compacted)", as listed on the Construction Cost Estimate.

O. SAWS Sewer Plans, Sheets 4 thru 17 of 19: Add the following note to each sheet,

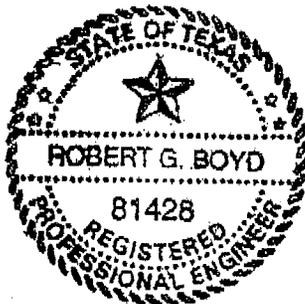
"Cleanouts are shown in the plans in approximate locations per SAWS block maps. Contractor to coordinate with SAWS inspector to avoid installing sewer laterals under concrete structures where possible."

P. Attached is current list of Bidders (see attachment 4).

Q. SAWS Water Plans, Sheets 5 of 14, SAWS 8-inch Water Plan: Add 1-6" Gate valve, MJ to location of circle note 1.

Part 3 - Issuing Engineer

This Addendum No. 1 is issued under the authority of the Professional Engineer whose seal is affixed hereto:



Robert G. Boyd 10/17/05
Signature Date

Part 4 - Acknowledgment of Receipt

Each bidder is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same with attached to his/her bid.

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information and stipulation set forth.

10/18/05
Date

[Signature]
Signature

- Attachments: Sheet P-9 (2)
- Notice to Bidders (1)
- Restraint Lengths (1)
- Bidder's List (1)

END OF ADDENDUM

4. The Contractor agrees to attempt to fill newly created positions with qualified persons, so that the Sex and Ethnic ratios approximate the ratios of the Civilian Labor Force as determined by the applicable U. S. Census Data for job classifications similar to those jobs created by the proposed contract. The Affirmative Action Planning Section will provide the statistical data on the job classes specified by the Contractor.
5. The Contractor agrees to update its Affirmative Action Plan annually or as required by the Affirmative Action Planning Section, taking into consideration changes in the Civilian Labor Force and the Contractor's needs to insure non-discrimination and affirmative action relevant to employment.

It is understood that failure to comply with any of these conditions may constitute a violation of the contract between the Contractor and the City and may result in termination of the contract and/or the barring of the Contractor from future contracts with the City.

FOR THE CONTRACTOR

VALENTAS, INC. - PAUL H. RAMIREZ ✓
NAME


SIGNATURE

PRESIDENT
TITLE

Valemas, Inc.

City of San Antonio
Good Faith Effort Plan

Valemas Inc. - MBE-WBE-AABE-SBE Policy

Valemas, Inc. has several factors for selecting sub-contractors before submitting a bid on any project. Valemas will solicit several quotations from know entities, including MBE/WBE/AABE/SBE subcontractors. We make every effort to work with MBE/WBE/AABE/SBE subcontractors; however, economic elements also play a major factor. We first look at pricing and thoroughly examine the scopes of work included in any bid from a sub-contractor to ensure full coverage. Valemas, Inc. requests scope sheets from all subs the day before a bid is due. If a scope sheet comes in from a company which we are not familiar with, we request additional information such as projects completed, project size, Architects, Owners, General Contractors, and additional references. We then check into these references and make a determination if the sub-contractor in question could handle this project.

Valemas enjoys working with many of the same sub-contractors on each project. This group of sub-contractors, that we try to stick with, have proven themselves through timely completion of quality work and their ability to work together as a team with the other sub-contractors on the job. Previous experience with a sub-contractor is a weighed heavily with Valemas' selection criteria. MBE/WBE/AABE/SBE firms usually take precedence over equal bids from a non MBE/WBE/AABE/SBE firms, but we routinely factor price with past performance, years experience, and reputation before selecting any subcontractor.

Valemas encourages subcontractors to accelerate their work schedule. We hold weekly subcontractor/safety meetings for all subcontractors who will work on the project during the week. These meetings help to resolve any questions or holdups which a subcontractor may have. As well, Valemas will issue 2-4 week look ahead schedules at these meetings so that sub-contractors stay on schedule, and up to date with any changes which may have taken place. Finally, one proven method of encouragement, which Valemas, Inc. has offered to many sub-contractors, is early release of retainage. This method has proven itself time after time in encouraging all subcontractors' allegiance and spirit of cooperation.

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY
CITY OF SAN ANTONIO

MAY 1994

The bidder, VALEMAS, Inc., hereafter known as "contractor," as a part of the procedure for the submission of bids on a project known as AVE MARIA - SAN PEDRO TO JACKSON KELLER agrees to the following conditions if awarded a contract by the City of San Antonio, hereafter known as City, on the above named project.

1. The Contractor will not discriminate in any personnel action including hiring, promotion, suspension, termination, sick leave, work assignments, holidays and vacation on the basis of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
2. The contractor will submit a copy of its Affirmative Action Plan for Equal Employment Opportunity to the City of San Antonio, Affirmative Action Planning Section, Office of Internal Review, prior to the execution of the contract.
3. The Contractor agrees to provide the City with whatever information may be requested by the Affirmative Action Planning Section for the purpose of monitoring compliance with Contractor's affirmative action requirements.

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

Valemas, Inc. was not successful in meeting the City's WBE & AABE due to lack of subcontractor participation in this bid. The scopes of work included in this project did not allow bids from WBE or AABE contractors which we were familiar with.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.
Valemas, Inc. utilizes directories from the Small Business Administration & South Central Texas Regional Certification Agency. We screen the Builder's Exchange registered bidders list for MBE-WBE-AABE-SBE subcontractors, as well as, utilize a MBE-WBE-AABE-SBE directory formulated by our company over the past 15 years.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

We solicit bids from MBE-WBE-AABE-SBE contractors through Associated General Contractors, Texas Builder's Exchange, Construction Data Corporation, Dodge Reports, & Reed Construction.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.
Valemas, Inc. notified all contractor associations listed above as well as notified many contractors by telephone.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED OFFICIAL

PRESIDENT

TITLE OF OFFICIAL

10/19/05 (210) 599-1876
DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

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: Yvette Ozuniga; Anita Uribe Martin; File

SUBJECT: Good Faith Effort Plan Submitted for the **Ave Maria Drive – San Pedro to Jackson Keller Project**

DATE: October 28, 2005

We have reviewed the Good Faith Effort Plan for the **Ave Maria Drive – San Pedro to Jackson Keller Project**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>						
\$3,556,180.64						
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP
Valemas, Inc.	Yes MBE, SBE	56.78% \$1,980,000	3.5% \$125,000	% \$	59.19% \$2,105,000	APPROVED

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


 Manuel Longoria, Jr.
 Assistant Director
 Economic Development Department

ML/hv

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year TWO THOUSAND FIVE (2005) 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:

AVE MARIA DRIVE – SAN PEDRO TO JACKSON KELLER

Prepared by Turner Collie & Braden, 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 THREE HUNDRED, SIXTY-FIVE (365) 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: THREE MILLION, FIVE HUNDRED FIFTY SIX THOUSAND, ONE HUNDRED EIGHTY DOLLARS AND SIXTY FOUR CENTS, (\$3,556,180.64)

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

Secretary

PRESIDENT

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 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 \$ 3,556,180.64 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

AVE MARIA DRIVE – SAN PEDRO TO JACKSON KELLER

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. 2004.

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

VALEMAS, INC.

By: _____
Raul H. Ramirez, 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 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 \$ 3,556,180.64 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

AVE MARIA DRIVE - SAN PEDRO TO JACKSON KELLER

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

this _____ day of _____,

2004.

City Manager

(SEAL)

VALEMAS, INC.

By: _____

Raul H. Ramirez, President

Surety

By: _____

Address of Surety for Service Purposes