

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

CONSENT AGENDA
ITEM NO. 10

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

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

SUBJECT: Southwest Craft Center Intersection Improvements

DATE: October 16, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$89,985.30 payable to DonSan Construction, L.L.C., a MBE and SBE firm, authorizes \$8,998.53 for construction contingency expenses, and \$672.16 for advertising expenses for an overall total of \$99,655.99 in connection with the Southwest Craft Center Intersection Improvements project, a 1999 General Obligation Street Improvement Bond funded project located in Council District 1.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project will provide 6 foot sidewalks on the East side of Navarro from Dallas to Augusta and on the North side of Augusta from Navarro to Richmond and includes the reconstruction of 514 linear feet of concrete curb, 308 square yards of concrete sidewalk and 324 square feet of retaining wall. This project is scheduled to begin construction in October 2003 and to be completed by December 2003.

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

Bids for the Project were opened on August 27, 2003 with seven (7) bidders responding. A matrix reflecting the outcome of the bid process is attached. Although the bid submitted by DonSan Construction, L.L.C. reflected the amount of \$89,996.00, review of the calculations revealed a mathematical error reducing the total amount of the bid by \$10.70 for a total amount of \$89,985.30. A copy of the Proposal of DonSan Construction, L.L.C. is included as Attachment 3 and the Consultant's Letter and Bid Tabulation Spreadsheet are included as Attachment 4.

The Economic Development Department has reviewed and approved the List of Subcontractors, and a Good Faith Effort Plan is not required (see Attachment 5). The contract provides for 40 calendar days, or approximately 1 ½ months, to complete the project. DonSan Construction, L.L.C. currently has no other contracts with the City of San Antonio through the Public Works Department.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999 General Obligation Street Improvement Bond funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY04-09 Capital Improvement Program Budget. Funds in the amount of \$99,655.99 are available from 1999 Street Improvement Bond funds, and are authorized payable as follows:

\$ 89,985.30	payable to DonSan Construction, L.L.C. for construction expenses
\$ 8,998.53	payable for miscellaneous construction contingency
\$ 672.16	payable for advertising expenses

COORDINATION

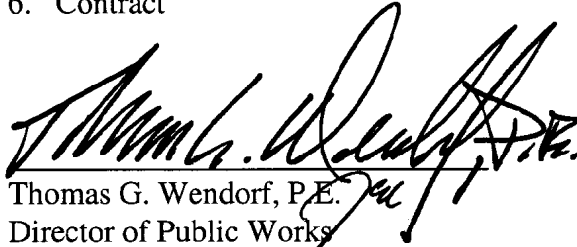
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

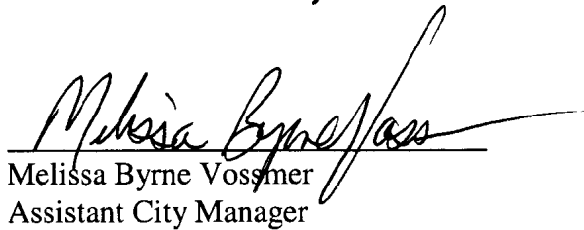
This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

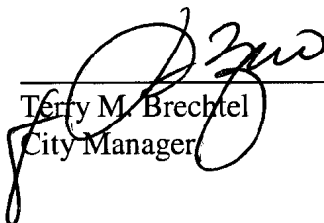
1. Matrix of Bid Tabulation
2. Project Map
3. Proposal of DonSan Construction, L.L.C.
4. Letter from Lockwood, Andrews & Newman, Inc. and attached Spreadsheet
5. Economic Development Department Memorandum, dated September 22, 2003
6. Contract


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

10/3/03


Melissa Byrne Vossmer
Assistant City Manager

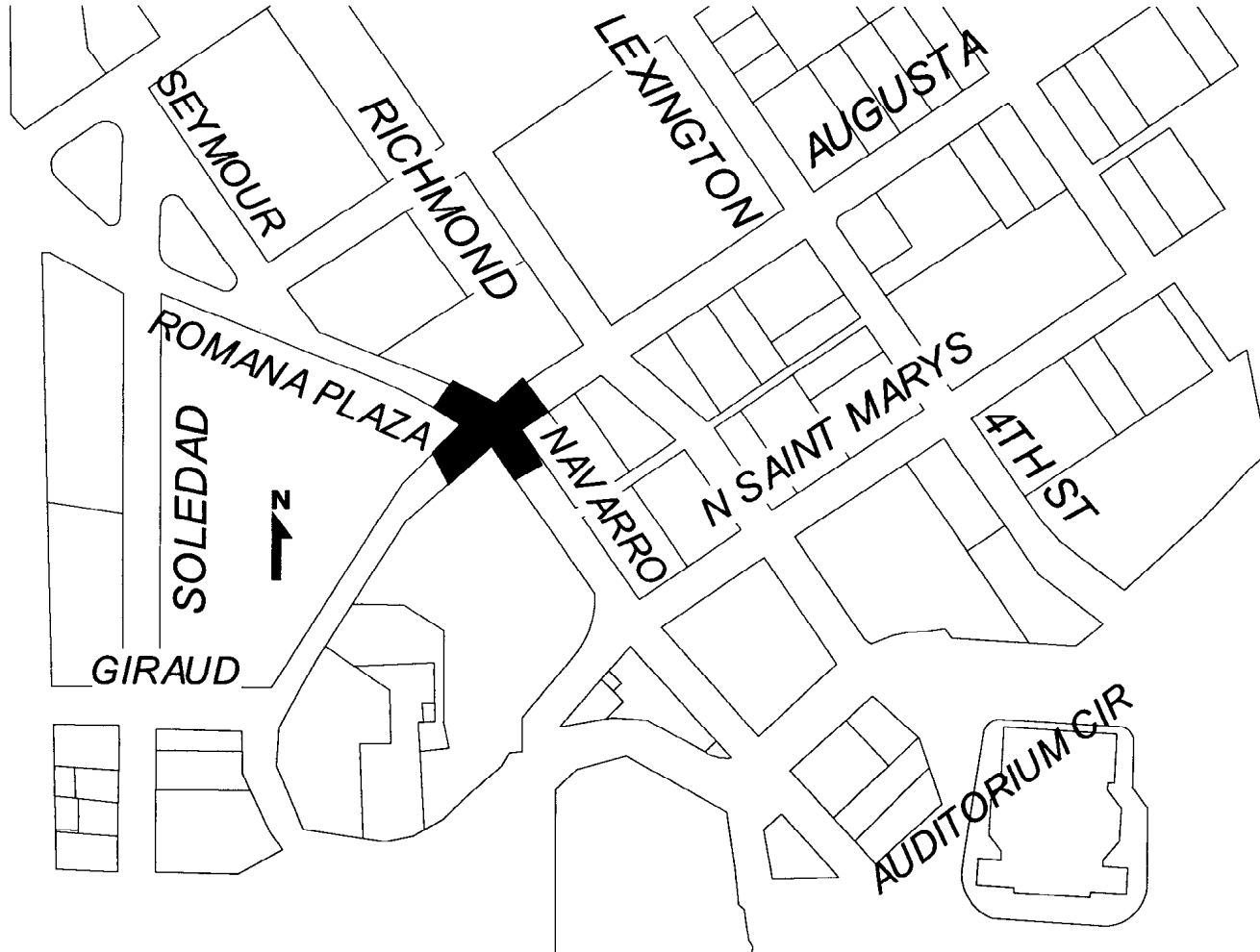
Approved:


Terry M. Brechtel
City Manager

ATTACHMENT 1
MATRIX OF BID TABULATION
SOUTHWEST CRAFT CENTER INTERSECTION IMPROVEMENTS
BIDS OPENED AUGUST 27, 2003

Contractor	Base Bid
DonSan Construction, L.L.C.	\$89,996.00
E Z Bel Construction, Ltd.	\$96,019.00
R.L. Rohde G.C., Inc.	\$101,862.25
ASC Paving	\$105,204.12
A.T.S. Construction, Inc.	\$141,982.51
Tom Page & Co., Inc.	\$143,226.50
Pronto Sandblasting & Const.	\$261,895.20

SOUTHWEST CRAFT CENTER INTERSECTION IMPROVEMENTS



Form 9-12
Rev. 05/03 (DWY/RH:imd)

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;

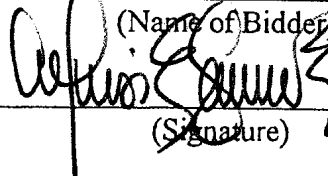
☐ A partnership composed of _____ and _____

☒ 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.

DONSAN CONSTRUCTION, LLC

(Name of Bidder)

By:



(Signature)

08/27/03

Date

ATTEST:



PRESIDENT

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): EIGHTY NINE THOUSAND
NINE HUNDRED NINETY SIX & _____

00/100 DOLLARS \$ 89,996.00

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

DONSAN CONSTRUCTION, LLC

Company's Name

(210) 694-5883

Telephone No.

11120 WURZBACH RD., SUITE 204

Address

(210) 694-5857

Fax No.

SAN ANTONIO, TEXAS

City & State

78230

Zip Code

ESTIMATE OF PROBABLE CONSTRUCTION COSTS
CITY OF SAN ANTONIO
SWSAC - INTERSECTION IMPROVEMENTS
NAVARRO AND AUGUSTA
8/27/03

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
GENERAL ITEMS					
100	Mobilization	LS	10439.51	1	10439.51
100.1	Insurance and Bond	LS	4500	1	4500
101	Preparing Right of Way	LS	5800	1	5800
536.06	16 Inch Wide White Line (< 1500 LF)	LF	7.25	280	2030
536.07	24 Inch Wide White Line (< 1500 LF)	LF	11.00	74	814
541	Curb Inlet Gravel Filters	LF	6.00	75	450
750	Barricades, Signs & Traffic Handling	LS	3650	1	3650
	Subtotal:				27683.51
SWSAC NAVARRO CAMPUS					
103.1	Remove Concrete Curb (less than 700 L.F.)	LF	7.45	178	1326.10
103.2	Remove Concrete Sidewalks(1,000 < X < 3,000 SF)	SF	3.20	1715	5488
500	Concrete Curbing (< 1000 LF)	LF	10.60	323	3423.80
502.1	Concrete Sidewalks (< 1,000 S.Y.)	SY	31.00	191	5921
531.22	R7-18 No Parking This Side / This Block	EA	230	1	230
634.2	Sawcut	LF	7.75	342	2650.50
603.3	#7 Pull Box	EA	1175	2	2350
	SWSAC Navarro Campus Subtotal:				21389.40
NORTHWEST RAMP AT SAN ANTONIO CITY LIBRARY CORNER					
103.1	Remove Concrete Curb (less than 700 L.F.)	LF	7.45	20	149
103.2	Remove Concrete Sidewalks(1,000 < X < 3,000 SF)	SF	3.20	303	969.60
500	Concrete Curbing (< 1000 LF)	LF	10.60	84	890.40
502.1	Concrete Sidewalks (< 1,000 S.Y.)	SY	31.00	34	1054
515	TopSoil (Less than 500 CY)(6")	CY	17.00	5	85
516.1	Bermuda Sodding (Less than 2,000 SY)	SY	3.75	26	97.50
634.2	Sawcut	LF	7.75	39	302.25
603.3	#7 Pull Box	EA	1175	1	1175
	NorthWest Ramp Subtotal:				4722.75
SWSAC URSULINE CAMPUS					
102	Obliterating Abandoned Street (XXX<25,000 SY) (parking lot)	SY	38.16	34	1297.44
103.X	Remove Old Structure (Retaining Wall)	SF	9.28	295	2737.60
103.X	Remove Existing Chain Link Fench	LF	4.25	30	127.50
103.1	Remove Concrete Curb (less than 700 L.F.)	LF	7.45	113	841.85

103.2	Remove Concrete Sidewalks(1,000 < X < 3,000 SF)	SF	320	352	1126.40
104	Excavation (less than 1,000 C.Y.)	CY	37.10	16	593.60
300.1	Concrete Class "A" (Miscellaneous)(Conc Column)	CY	530	2	1060
500	Concrete Curbing (< 1000 LF)	LF	1050	107	113420
502.1	Concrete Sidewalks (< 1,000 S.Y.)	SY	31.00	83	2573
505	Concrete RipRap (5" Thick)(<100 SY)	SY	95.40	2	190.80
506.1	Concrete Retaining Walls-Comb. Type(< 20C.Y.)	CY	850	6	5100.00
506.X	Granular BackFill for Existing Retaining Wall	CY	26.50	8	212.00
515	TopSoil (Less than 500 CY)	CY	17	4	68.00
522	Sidewalk Pipe Railing	LF	50.88	74	3765.12
524	Concrete Steps (Less than 10 C.Y.)	CY	530	0.5	265
531.61	Special Sign	EA	296.80	1	296.80
628.7	Conduit Trenched 4 Inches PVC	LF	34.98	36	1294.28
634.2	Sawcut	LF	775	137	1061.75
XXX	Light Fixtures (Complete in Place)	EA	1150	9	10350
603.2	#5 Pull Box	EA	965	1	965
603.3	#7 Pull Box	EA	1175	1	1175
	SWSAC Ursuline Campus Subtotal:				36200.34
	TOTAL CONSTRUCTION COSTS:				89996

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY
CITY OF SAN ANTONIO
MAY 1994

The bidder, DONSAN CONSTRUCTION, LLC, hereafter known as "contractor," as a part of the procedure for the submission of bids on a project known as SOUTHWEST CRAFT CENTER - INTERSECTION IMPROVEMENTS agrees to the following conditions if awarded a contract by the City of San Antonio, hereafter known as City, on the above named project.

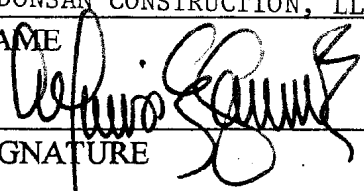
1. The Contractor will not discriminate in any personnel action including hiring, promotion, suspension, termination, sick leave, work assignments, holidays and vacation on the basis of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
2. The contractor will 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.

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

DONSAN CONSTRUCTION, LLC

NAME


SIGNATURE

PRESIDENT

TITLE



**Lockwood, Andrews
& Newman, Inc.**

A SUBSIDIARY OF LEO A DALY

Attachment #4

Letter from Lockwood, Andrews & Newman, Inc.
and attached Spreadsheet

September 4, 2003

Mr. Jim Clements, P.E.
City of San Antonio Public Works Department
114 W. Commerce, 5th Floor
San Antonio, Texas 78205

**RE: Contract Award
Southwest School of Art and Craft – Intersection Improvements
(Navarro and Augusta Intersection)**

Dear Mr. Clements:

On August 27, 2003, bids for the referenced project were opened and read aloud. The low bidder was Donson Construction with a base bid of \$89,985.30. To our knowledge, the lowest and best qualified bid is that of Donson Construction, and we recommend the award of the contract to Donson Construction in the amount of \$89,985.30.

The following are attached for your use:

1. All contractors' proposals.
2. Six (6) copies of the bid tabulations
3. Donson Construction construction package
4. One (1) copy of the summary of the low bidders prices which exceed 5% average.

If you have any questions, please do not hesitate to call.

Sincerely,

Daniel I. Avila, P.E.
Project Engineer

Cc: Al-Siam Ferdous

TABULATION OF BIDS

PROJECT: SOUTHWEST CHART CENTER - INTERSECTION IMPROVEMENTS
 ENGINEERING CONSULTANT: LOCKWOOD, GREENE AND NEWMAN INC.
 16101 REUNION PLACE SUITE 200, SAN ANTONIO TX 78216-4185
 TEL: 210-499-5082 FAX: 210-499-5157
 BIDD DATE: AUGUST 27, 2003 - 1:00PM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Unit Price	Total	Donson Construction	EZ Bal	R.L. Rohde General	ASC Paving	ATS Construction	Tom Page	Pronto Sandblasting
100.1	Insurance and Bond	1	LS	\$ 4,500.00	\$ 4,500.00							
100.2	Removal of Old Structure (Retaining Wall)	285	SF	\$ 2,237.80	\$ 637,783.00							
103.X	Remove Existing Chain Link Fence	30	LF	\$ 4.25	\$ 127.50							
103.1	Remove Concrete Curb (less than 700 L.F.)	352	SF	\$ 3.20	\$ 1,126.40							
103.2	Remove Concrete Sidewalk (1,000 X 3,000 SF)	352	SF	\$ 3.20	\$ 1,126.40							
104	Excavation (less than 1,000 C.Y.)	16	CY	\$ 37.10	\$ 593.60							
200.1	Concrete Class "A" (Miscellaneous) (Cone Column)	2	CY	\$ 1,050.00	\$ 2,100.00							
500	Concrete Curb (less than 700 L.F.)	107	LF	\$ 10.50	\$ 1,123.50							
502.1	Concrete Sidewalk (less than 1,000 S.Y.)	83	SY	\$ 31.00	\$ 2,573.00							
505	Concrete Riprap (5" Thick) (100 S.Y.)	2	SY	\$ 180.80	\$ 361.60							
506.1	Concrete Retaining Walls Comb. Type (200 Y.)	6	CY	\$ 650.00	\$ 3,900.00							
508.X	Granular Backfill for Existing Retaining Wall	6	CY	\$ 5,100.00	\$ 30,600.00							
515	Topsoil (less than 500 CY)	4	CY	\$ 17.00	\$ 68.00							
524	Sidewalk Pipe Railing	74	LF	\$ 58.88	\$ 4,357.12							
531.61	Spotlight Sign (DO NOT ENTER)	1	EA	\$ 296.80	\$ 296.80							
634.2	Sawcut	137	LF	\$ 7.75	\$ 1,061.75							
634.2	Light Fixtures (Complete in Place)	9	EA	\$ 1,150.00	\$ 10,350.00							
634.2	#5 Pull Box	1	EA	\$ 965.00	\$ 965.00							
634.3	#7 Pull Box	1	EA	\$ 1,175.00	\$ 1,175.00							
603.3	#7 Pull Box	1	EA	\$ 1,175.00	\$ 1,175.00							
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508.X	Granular Backfill for Existing Retaining Wall	6	CY	\$ 5,100.00	\$ 30,600.00							
515	Topsoil (less than 500 CY)	4	CY	\$ 17.00	\$ 68.00							
524	Sidewalk Pipe Railing	74	LF	\$ 58.88	\$ 4,357.12							
531.61	Spotlight Sign (DO NOT ENTER)	1	EA	\$ 296.80	\$ 296.80							
634.2	Sawcut	137	LF	\$ 7.75	\$ 1,061.75							
634.2	Light Fixtures (Complete in Place)	9	EA	\$ 1,150.00	\$ 10,350.00							
634.2	#5 Pull Box	1	EA	\$ 965.00	\$ 965.00							
634.3	#7 Pull Box	1	EA	\$ 1,175.00	\$ 1,175.00							
603.3	#7 Pull Box	1	EA	\$ 1,175.00	\$ 1,175.00							
531.62	Removal of Old Structure (Retaining Wall)	285	SF	\$ 2,237.80	\$ 637,783.00							
103.X	Remove Existing Chain Link Fence	30	LF	\$ 4.25	\$ 127.50							
103.1	Remove Concrete Curb (less than 700 L.F.)	352	SF	\$ 3.20	\$ 1,126.40							
103.2	Remove Concrete Sidewalk (1,000 X 3,000 SF)	352	SF	\$ 3.20	\$ 1,126.40							
104	Excavation (less than 1,000 C.Y.)	16	CY	\$ 37.10	\$ 593.60							
200.1	Concrete Class "A" (Miscellaneous) (Cone Column)	2	CY	\$ 1,050.00	\$ 2,100.00							
500	Concrete Curb (less than 700 L.F.)	107	LF	\$ 10.50	\$ 1,123.50							
502.1	Concrete Sidewalk (less than 1,000 S.Y.)	83	SY	\$ 31.00	\$ 2,573.00							
505	Concrete Riprap (5" Thick) (100 S.Y.)	2	SY	\$ 180.80	\$ 361.60							
506.1	Concrete Retaining Walls Comb. Type (200 Y.)	6	CY	\$ 650.00	\$ 3,9							

**CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT
Interdepartmental Correspondence Sheet**

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

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

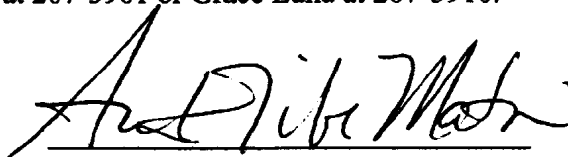
COPIES TO: File

SUBJECT: LIST OF SUBCONTRACTORS SUBMITTED FOR SOUTHWEST CRAFT
CENTER INTERSECTION IMPROVEMENTS

DATE: September 22, 2003

We have reviewed the List of Subcontractors submitted for the Southwest Craft Center Intersection Improvements. Since the project is under \$200,000 a Good Faith Effort Plan is not required. However, the prime contractor is still encouraged to solicit S/M/W/AABEs for contracting opportunities.

If you have any questions, please call me at 207-3901 or Grace Luna at 207-3910.

A handwritten signature in black ink, appearing to read "Anita Uribe Martin", written over a horizontal line.

Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

/gl

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of October the year 2003 by and between
DONSAN CONSTRUCTION, LLC, 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:

SOUTHWEST CRAFT CENTER INTERSECTION IMPROVEMENTS

Prepared by LOCKWOOD, ANDREWS AND NEWNAM, INC. 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 FORTY (40) 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

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)

ATTEST:

BY:

DONSAN CONSTRUCTION, LLC

Contractor

ALFONSO SANIN

PRESIDENT

Title

Secretary

STATE OF TEXAS)

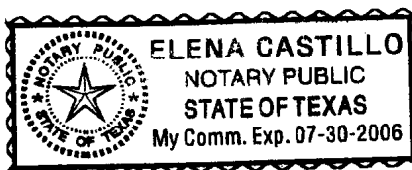
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 30th day of September, 2003
by Alfonso Sanin, President of Donsan Construction
LLC on behalf of said Company

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



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: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: **EIGHTY-NINE THOUSAND, NINE HUNDRED EIGHTY-FIVE** **AND**
30/100 Dollars, (**\$89,985.30**)

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

PAYMENT BOND

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

Know all men by these presents:

1. That we **Donsan Construction, LLC, a Texas Corporation, acting by and through Alfonso Sanin, 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 **\$89,985.30** 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

DONSAN CONSTRUCTION, LLC

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

SOUTHWEST CRAFT CENTER INTERSECTION IMPROVEMENTS

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ A.D. 20 _____.

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

DONSAN CONSTRUCTION, LLC

By _____
ALFONSO SANIN, 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 **Donsan Construction, LLC, a Texas Corporation, acting by and through Alfonso Sanin, 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 **\$89,985.30** 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

DONSAN CONSTRUCTION, LLC

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

SOUTHWEST CRAFT CENTER INTERSECTION IMPROVEMENTS

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 _____
20 _____

City Manager

(SEAL)

DONSAN CONSTRUCTION, LLC

By

ALFONSO SANIN, PRESIDENT

Surety

By

Address of Surety for Service Purposes