

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT

MEMORANDUM NO. 28

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; Manuela G. Shannon, P.E.; Peter Zaroni; Milo D. Nitschke; Armando A. Aranda, Jr.; and file

SUBJECT: Slurry Seal - 2004 Street Maintenance

DATE: March 4, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a Street Maintenance Improvements funded construction contract in the amount of \$1,469,450.00 payable to Clark Construction of Texas, Ltd., a non-MBE, authorizes \$73,472.54 for miscellaneous construction contingency expenses, \$750.00 payable for advertising expenses, \$500.00 for printing and reproduction expenses, \$29,389.02 for consultant material testing, and \$1,536.44 for reimbursement of City Forces for traffic markings and other traffic improvements for a total amount of \$1,575,098.00 in connection with the Slurry Seal - 2004 Street Maintenance project located in various Council Districts.

Staff recommends this ordinance become effective immediately upon eight (8) or more affirmative votes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Slurry Seal - 2004 Street Maintenance project involves the application of a Slurry Seal treatment to repair and prolong the life of the pavements by an average of five (5) years through the sealing of cracks and by preventing water from entering the pavement base. The streets were identified in coordination with each affected City Council District and will include 43.90 Lane Miles of treatment. Attachment 1 identifies specific streets, and the Council District in which each is located. As in previous years, the goal is to have all street maintenance projects completed by the end of the current fiscal year. To achieve this goal, it is necessary to have this contract effective immediately so that mobilization can occur at once to capitalize on favorable springtime weather conditions.

This project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in December 2003. In addition, the announcement was made on TVSA-

21, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on January 27, 2004, with one (1) bidder responding. The bid is as follows:

CONTRACTOR	BID
Clark Construction of Texas, Ltd.	\$1,469,450.00

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Clark Construction of Texas, Ltd. on the basis that there are a limited number of local M/AA/WBE firms capable of subcontracting in the specialized area of Slurry Seal. The contract provides for one hundred fifty (150) calendar days or approximately five (5) months to complete the project. Clark Construction of Texas, Ltd. is in the process of finalizing work under the following 2003 Street Maintenance contracts:

PROJECT	AMOUNT
2003 Micro-Surface Street Maintenance	\$ 1,647,779.60
2003 Slurry Seal Street Maintenance	<u>\$ 1,441,952.89</u>
TOTAL	\$ 3,089,732.49

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to provide Street Maintenance, budgeted for FY 2003-2004.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$1,575,098.00 are available from the Street Maintenance and Improvement fund and are authorized payable as follows:

\$ 1,469,450.00	Payable to Clark Construction of Texas, Ltd. for construction expenses
\$ 73,472.54	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses
\$ 500.00	Payable for printing and reproduction expenses
\$ 29,389.02	Payable for consultant material testing
\$ 1,536.44	Payable for reimbursement of City Forces for traffic markings and other traffic improvements

COORDINATION

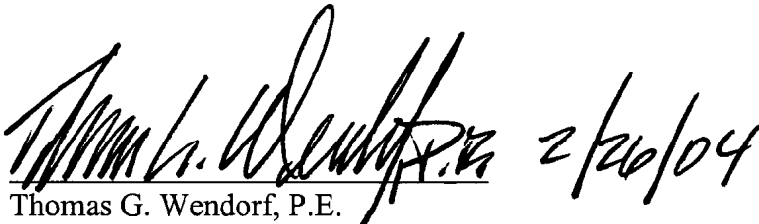
This request for ordinance has been coordinated with the Office of Management and Budget the Finance Department and the Economic Development Department.

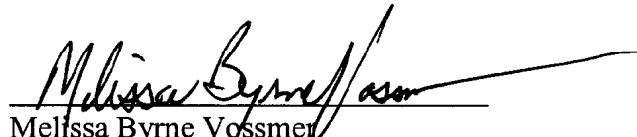
SUPPLEMENTARY COMMENTS

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


ATTACHMENTS

1. Project Listing
2. Proposal
3. Contract
4. Economic Development Department Memorandum


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


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

Project Listing
Slurry Seal - 2004

Council District	Street – From - To
1	BASSWOOD FROM VANCE JACKSON TO WEST
1	LIVELY FROM VANCE JACKSON TO WEST
1	PILGRIM FROM VANCE JACKSON TO WEST
1	STOREYWOOD FROM VANCE JACKSON TO WEST
1	TRUDELL FROM VANCE JACKSON TO WEST
3	BRICK HOUSE FROM DEAD END TO DEAD END
3	CLUBVIEW FROM SOUTHCROSS TO CRECO
3	FAMILY TREE FROM BRICKHOUSE TO ROLAND
3	FOREST GREEN FROM GITTENGER TO ROLAND
3	GITTENGER FROM SOUTHCROSS TO CRECO
3	GRECO FROM CLUBVIEW TO ROLAND
3	KATRINA FROM CARYA TO NATIVE
3	PECAN GROVE FROM SOUTHCROSS TO DEAD END
3	SPRING VIEW FROM CLUBVIEW TO GITTENGER
3	TEE FROM VALLEYFIELD TO SPRINGVIEW
3	TREE GARDEN FROM PECAN GROVE TO GITTENGER
3	TREE HOUSE FROM PECAN GROVE TO GITTENGER
3	VALLEYFIELD FROM PECAN GROVE TO ROLAND
4	ACKARD FROM ZARZAMORA TO FORSEN
4	CADDO FROM SOMERSET TO PALO ALTO
4	CREE FROM SOMERSET TO PALO ALTO
4	FORSEN FROM RODRICK TO PARNELL
4	HOPI FROM SOMERSET TO PALO ALTO
4	IROQUOIS FROM SOMERSET TO PALO ALTO
4	KINGLEY FROM RODRICK TO ACKARD
4	KIOWA FROM QUIHI TO IH 35
4	MANOWAY FROM RODRICK TO ACKARD
4	MOHAWK FROM SOMERSET TO PALO ALTO
4	NAVAJO FROM SOMERSET TO PALO ALTO
4	OWASSO FROM SOMERSET TO PALO ALTO
4	PARNELL FROM ZARZAMORA TO FORSEN
4	PETERSON FROM ZARZAMORA TO FORSEN
4	PIMA FROM SOMERSET TO PALO ALTO
4	QUIHI FROM KIOWA TO OWASSO
4	RODRICK FROM STATON TO FORSEN
4	SIOUX FROM SOMERSET TO PALO ALTO
4	STATON FROM RODRICK TO ACKARD
4	UTE FROM IH 35 TO PIMA
4	WHITLEY FROM RODRICK TO ACKARD
4	YUMA FROM SOMMERSET TO PALO ALTO

Council District	Street – From - To
4	ZARZAMORA (MARGINAL) FROM PARNELL TO ACKARD
8	HOLLY DALE FROM NORTHCHASE TO CUL-DE-SAC
8	MOUNT HAVEN FROM QUIET RIDGE TO CUL-DE-SAC
8	MOUNTAIN GLEN FROM NORTHCHASE TO CUL-DE-SAC
8	MOUNTAIN GROVE FROM NORTHCHASE TO CUL-DE-SAC
8	QUIET RIDGE FROM NORTHCHASE TO CUL-DE-SAC
8	QUIET RIDGE FROM HOLLY DALE TO NORTHCHASE
8	RANCH HILL FROM NORTHCHASE TO CUL-DE-SAC
8	REGENCY BEND FROM REGENCY LANE TO REGENCY TRAIL
8	REGENCY COURT FROM REGENCY TRAIL TO CUL-DE-SAC
8	REGENCY COVE FROM REGENCY BEND TO CUL-DE-SAC
8	REGENCY CREST FROM REGENCY TRAIL TO CUL-DE-SAC
8	REGENCY LANE FROM REGENCY BEND TO REGENCY
8	REGENCY MANOR FROM REGENCY RAIL TO CUL-DE-SAC
8	REGENCY POINT FROM REGENCY KNOLL TO CUL-DE-SAC
8	REGENCY TRAIL FROM REGENCY LANE TO HAUSMAN
8	REGENCY WAY FROM REGENCY LANE TO REGENCY WOOD
8	REGENCY WOOD FROM REGENCY TRAIL TO REGENCY WAY
9	BLACKBIRD LANE FROM DEER CREST TO CUL DE SAC
9	BLANCO WOODS FROM BROOKWOOD TO HIDDEN TIMBER WOOD
9	BRANCHWOOD FROM SUMMER CREEK TO DEAD END
9	BROOKSTONE FROM BROOKWOOD TO SUMMER CREEK
9	BROOKWOOD FROM BROOKSTONE TO BLANCO WOODS
9	BRUSH CREEK FROM ANTLER CREEK TO AXIS RIDGE
9	CLOUD GATE FROM DEAD END TO CLOUD TOP
9	CLOUD TOP FROM DEER CREST TO DAWN CREST
9	CLOVER RIDGE FROM DOE CREST TO CUL DE SAC
9	DAWN CREST FROM CLOUD TOP TO HAWKS MEADOW
9	DOE HAVEN FROM DEER CREST TO CUL DE SAC
9	EAGLE POINT FROM EAGLE MEADOW TO CLOVER RIDGE
9	FAWN CREEK FROM FAWN HAVEN TO CUL DE SAC
9	FAWN GATE FROM EAGLE MEADOW TO DEER CREST
9	FAWN HAVEN FROM DEER CREST TO FAWN CREEK
9	FOX HAVEN FROM CLOUD TOP TO DEAD END
9	FOX TREE FROM DEER CREST TO CUL DE SAC
9	FOXERRY FROM THRUSH RIDGE TO ROBIN RIDGE
9	HAWKS MEADOW FROM DAWN CREST TO CUL DE SAC
9	HAWKS TREE FROM DEER CREST TO CUL DE SAC
9	HIDDEN OAKS WOODS FROM DEAD END TO DEAD END
9	HIDDEN TIMBER WOOD FROM BROOKSTONE TO DEAD END
9	LAZY MEADOW FROM DAWN CREST TO DEER CREST
9	PHEASANT RIDGE FROM CUL DE SAC TO DEER CREST

Council District	Street – From - To
9	ROBINHOOD FROM FAWN HAVEN TO BLACKBIRD
9	ROSE CREST FROM FOXBERRY TO CUL DE SAC
9	STAG MEADOW FROM DEER CREST TO DEAD END
9	STAG POINT FROM DEER CREST TO DEAD END
9	SUMMER CREEK FROM BROOKSTONE TO DEAD END
9	THRUSH GATE FROM CUL DE SAC TO THRUSH COURT
9	WOLF CREST FROM DEER CREST TO CLOVER RIDGE
9	WOOD MOSS FROM BLANCO WOODS TO DEAD ENDS
9	WREN HAVEN FROM FOXBERRY TO CUL DE SAC
10	VARRIENTOS FROM ESPLANADE TO CUL-DE-SAC
10	VILLA MADERO FROM LAS CAMPANAS TO DEAD END

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
SLURRY SEAL – 2004
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 (150) One Hundred and Fifty calendar days.

Accompanying this Proposal is a Bid Guaranty in the amount of FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars (\$ 5% GAB) said amount being

FIVE percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the 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 CLARK CONSTRUCTION OF TEXAS, L.L.C.,
GENERAL PARTNER and CLARK CONSTRUCTION OF TEXAS, LTD., PARTNER

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

CLARK CONSTRUCTION OF TEXAS, LTD.
(Name of Bidder)

By: [Signature] 01/28/04
(Signature) Date

ATTEST:

Carol Irvin
CAROL IRVIN - SECRETARY

DAVID F. CLARK - VICE PRESIDENT
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): ONE MILLION FOUR HUNDRED
SIXTY NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS
\$ 1,469,450.00

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

CLARK CONSTRUCTION OF TEXAS, LTD.
Company's Name

(210) 661-6785
Telephone No.

5140 GIBBS SPRING RD
Address

(210) 661-6421
Fax No.

SAN ANTONIO, TEXAS
City & State

78219
Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 26TH day of February in the year 2004 by and between
CLARK CONSTRUCTION OF TEXAS, Ltd., hereinafter called the "Contractor",
and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

SLURRY SEAL - 2004

Prepared by PUBLIC WORKS DEPARTMENT, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in ONE HUNDRED FIFTY (150) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

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

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: ONE MILLION, FOUR HUNDRED SIXTY-NINE THOUSAND, FOUR HUNDRED FIFTY AND
00/100 _____ Dollars, (\$1,469,450.00)

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

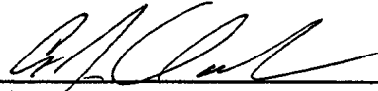
IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

CLARK CONSTRUCTION OF TEXAS, Ltd.
Contractor

ATTEST:

BY: 
A.J. CLARK


Secretary

PRESIDENT
Title

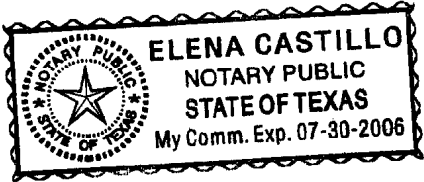
STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 19th day of February 2004
by A.J. Clark, President of Clark Construction
of Texas, Ltd. on behalf of said Partnership


NOTARY PUBLIC in and for the State of
TEXAS


NOTARY'S PRINTED SIGNATURE



7-30-2006
MY COMMISSION EXPIRES:

PERFORMANCE BOND

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

1. That we **Clark Construction of Texas, L.L.C., General Partner and Clark Construction of Texas, Ltd., Partner,** acting by and through **A.J. Clark, President,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$1,469,450.00** 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

CLARK CONSTRUCTION OF TEXAS, Ltd.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

SLURRY SEAL - 2004

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 _____

CLARK CONSTRUCTION OF TEXAS, Ltd.

By _____

A.J. Clark, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

PAYMENT BOND

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

Know all men by these presents:

1. That we **Clark Construction of Texas, Ltd., a Partnership composed of Clark Construction of Texas, L.L.C., General Partner and Clark Construction of Texas, Ltd., Partner acting by and through A.J. Clark, President,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$1,469,450.00 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

CLARK CONSTRUCTION OF TEXAS, Ltd.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

SLURRY SEAL - 2004

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 _____.

CLARK CONSTRUCTION OF TEXAS, Ltd.

By _____
A.J. Clark, President

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes

City of San Antonio

Economic Development Department Interdepartmental Memorandum

TO: Denise Shaffer, Special Projects Coordinator, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: File

SUBJECT: Slurry Seal - 2004

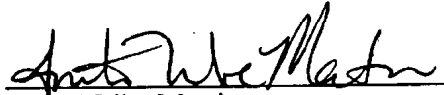
DATE: February 11, 2004

We have reviewed the Good Faith Effort Plan submitted for the Slurry Seal - 2004 project. The apparent low bidder has submitted the following goals.

TOTAL BID PROJECT
\$1,469,450.00

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
Clark Construction	No	0%	0%	0 %	Approved

The Good Faith Effort Plan has been approved on the basis that there are a limited number of local M/AA/WBE companies who can provide subcontracting in the specialized area of Slurry Seal. If you have any questions, please call me at 207-3910.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/gl