

**REVISED**  
**29**

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

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

**SUBJECT:** Asphalt Overlay - 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 \$1,976,444.21 payable to Clark Construction of Texas, Ltd., a non-MBE, authorizes \$98,822.21 for miscellaneous construction contingency expenses, \$750.00 for advertising expenses, \$500.00 for printing and reproduction expenses, \$39,528.88 for consultant material testing, and \$108,931.53 for reimbursement of City Forces for traffic markings, Video Imaging Vehicle Detection System (VIVDS) and other traffic improvements, and approves Field Alteration No. 1 in the amount of \$25,634.00 and Field Alteration No. 2 in the amount of \$29,150.30 for the total amount of \$2,279,761.13 in connection with the Asphalt Overlay-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 Asphalt Overlay- 2004 Street Maintenance project consists of applying an overlay of asphalt to streets as a preventive maintenance treatment that extends the life of City streets by an average of ten (10) years. This type of maintenance is required when street conditions include large areas with extensive cracks, heaving and rough surfaces, numerous potholes, rutting, corrugations and shoving, and heavy truck or bus traffic. The streets were identified in coordination with each affected City Council District and will include 32.74 Lane Miles of treatment. Attachment 1 identifies specific streets, and the City Council District in which they are 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 includes \$59,083.70 for the installation Video Imaging Vehicle Detection System (VIVDS) by City forces for thirteen (13) intersections. VIVDS replaces traditional in-pavement loop detectors for vehicle detection for affected intersections. Loop detectors sense a vehicle by magnetic inductance loops cut into the pavement, whereas VIVDS detects oncoming traffic by working similarly to motion detectors. The VIVDS electronically varies the green intervals of a

traffic signal based on traffic demand. The use of VIVDS is cost effective in lengthening the life of street surfaces by reducing deterioration caused by saw-cutting and will be in compliance with the Right of Way Management Ordinance.

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 two (2) bidders responding. The bids are as follows:

CONTRACTOR	BASE BID	SUBSTITUTE ALTERNATE BID
Clark Construction of Texas, Ltd.	\$2,342,710.45	\$1,976,444.21
San Antonio Constructors	\$1,680,357.76	Non-responsive

The bid proposal submitted by San Antonio Constructors is considered non-responsive due to failure to comply with Section 4.5 of the Standard Instructions to Bidders. In the case of a Substitute Alternate, unit prices must be submitted for all items in the base bid and for all the items in one of the related substitute alternates in each set.

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 asphalt overlay. The memorandum from the Economic Development Department is included herein as Attachment 5. The contract provided for one hundred (100) calendar days or approximately four (4) months to complete the project. Clark Construction Company, Inc. 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>
<b>TOTAL</b>	<b>\$ 3,089,732.49</b>

### **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 \$2,042,420.03 are available from Street Maintenance and Improvements funds, District 6 and 9 Neighborhood Access and Mobility Funds (NAMP) of which \$237,341.10 is available from the Council District 6 fund, reimbursement from developers and from other funds as identified by the Director of Finance. Funds are authorized payable as follows:

\$ 1,976,444.21	Payable to Clark Construction of Texas, Ltd. for construction expenses
\$ 25,634.00	Field Alteration #1, increase in construction expenses
\$ 29,150.30	Field Alteration #2, increase in construction expenses
\$ 98,822.21	Payable for miscellaneous construction contingency expenses
\$ 750.00	Payable for advertising expenses
\$ 500.00	Payable for printing and reproduction expenses
\$ 39,528.88	Payable for consultant material testing
\$ 108,931.53	Payable for reimbursement of City Forces for traffic markings, VIVDS and other traffic improvements

### **COORDINATION**

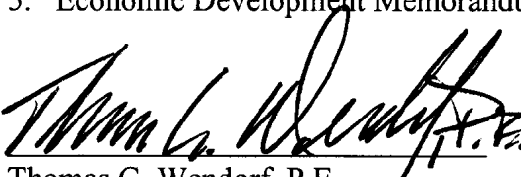
This request for ordinance has been coordinated with the Office of Management and Budget, Finance Department and the Economic Development Department.


### **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 and Estimate for VIVD Installations
2. Proposal
3. Contract
4. Field Alterations #1, #2
5. Economic Development Memorandum

 2/26/04  
 Thomas G. Wendorf, P.E.  
 Director of Public Works

  
 Melissa Byrne Vossmer  
 Assistant City Manager

Approved:

  
 Terry M. Brechtel  
 City Manager

## Project Listing

### Asphalt Overlay - 2004

#### CD Street – From - To

- 3 COMMERCIAL FROM SOUTHCROSS TO MILITARY
- 3 GOLIAD FROM PECAN VALLEY TO SOUTHCROSS
- 4 COMMERCIAL FROM SOUTHCROSS TO MILITARY
- 4 SOUTHCROSS FROM ZARZAMORA TO IH 35
- 5 CEVALLOS FROM PROBANDT TO FLORES
- 6 HUNT FROM MARBACH TO INGRAM
- 6 OLD HWY 90 FROM CALLAGHAN TO US 90
- 6 OLD HWY 90 FROM ACME TO 36TH
- 7 WILSON FROM WAVERLY TO WOODLAWN
- 9 NEW BRAUNFELS FROM LOOP 410 TO NACOGDOCHES
- 9 HARDY OAKS FROM KNIGHTS CROSS TO STONE OAK PKWY.
- 10 SCHERTZ FROM PERRIN BEITEL TO THOUSAND OAKS

# 2004 Street Program

Project Start Date: Wed 10/1/03

Project Finish Date: Thu 9/30/04

ID	Task Name	From	To	Anticipated Signal Expenditures	Number of Cameras Needed	Number of Intersections Affected
1	<b>2004 Asphalt Overlay - Contract</b>					
2	HUNT	MARBACH	INGRAM	\$ 3,892.50	1	1
4	NEW BRAUNFELS	LOOP 410	NACOGDOCHES	\$ 9,177.20	3	2
5	SCHERTZ	PERRIN BEITEL	THOUSAND OAKS	\$ 3,892.50	1	1
6	COMMERCIAL	SOUTHCROSS	MILITARY	\$ 7,785.00	2	2
7	GOLIAD	PECAN VALLEY	SOUTHCROSS	\$ 3,892.50	1	1
8	OLD HWY 90	CALLAGHAN	US 90	\$ 3,892.50	1	1
9	OLD HWY 90	ACME	36TH	\$ 11,329.50	3	2
11	CEVALLOS	PROBANDT	FLORES	\$ 3,892.50	1	1
12	SOUTHCROSS	ZARZAMORA	IH 35	\$ 11,329.50	3	2
13	<b>2004 Micro Surface - Contract</b>					
50	QUINTANA	McKENNA	DUNTON	\$ 3,892.50	1	1
51	ZARZAMORA	COMMERCE	GUADALUPE	\$ 7,785.00	2	2
52	ZARZAMORA	THEO	LAREDO	\$ 22,311.00	6	3
377	<b>2004 Asphalt Recycling and Overlay - Contract</b>					
378	LOCKHILL SELMA	MILITARY HWY.	WHISPER PATH	\$ 15,222.00	4	3
380	COMMERCE	19TH	MATYEAR	\$ 11,329.50	3	2
381	BITTERS	DOE CREST	HUEBNER	\$ 3,892.50	1	1
382	NACOGDOCHES	MIDDLEBURY	BITTERS	\$ 7,437.00	2	2
383	HARRY WURZBACH	BURR	RITTIMAN	\$ 16,614.20	6	2
384	JONES MALTSBERGER	LOOP 410	OBLATE	\$ 15,222.00	4	3
385	SAN SABA	HOUSTON	NUEVA	\$ 3,892.50	1	1
386	ST. MARY'S	IH 35	JOSEPHINE	\$ 7,437.00	2	1
387	HARRY WURZBACH (SB)	RITTIMAN	AUSTIN HWY	\$ 3,892.50	1	1
<b>ESTIMATED TOTAL:</b>				<b>\$ 178,011.40</b>	<b>49</b>	<b>35</b>

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS  
FIELD ALTERATION REQUEST

Date **February 26, 2004**

Field Alteration No. **PW-1**

Project Name (as shown on the Work Project Authorization):  
**Asphalt Overlay 2004 Street Maintenance Contract**

The revision or amendment described below to the work originally or previously specified is hereby requested, including all changes in cost. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required):

**Add resurfacing of 39th Street from Commerce to Fridell in Council District 6.**

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary.  
**Increase quantities as needed to successfully resurface existing street with necessary preparatory work as outlined in the attached spreadsheet. This project is funded from the Council District 6 Neighborhood Access and Mobility Program Fund. This effort is consistent with the City's recapitalization of Street Infrastructure effort.**

Resulting change in contract cost by this Field Alteration: **\$25,634.00** ☒ Increase  
☐ Decrease (attach summary)

**And**  
Resulting change in construction contingency by this Field Alteration: **\$0.00** ☐ Increase  
☒ Decrease (attach summary)

Resulting in an: ☒ Increase of ☐ Working Days (To be negotiated by the Contractor and the City).  
☐ Decrease **20** ☒ Calendar Days

**Requested by:**

COSA - Armando A. Aranda, Jr., Street Operations Manager  
City, Consulting Engineer/Architect, Other  
(Please specify)

By: \_\_\_\_\_  
(Signature of authorized representative) Date  
Title: \_\_\_\_\_  
Firm: Clark Construction Co.  
Contractor (type in full name)

**RECOMMENDED:**

Others: (If required: i.e., City Dept., SAWS, etc.) Date

\_\_\_\_\_  
Consultant (Project Eng/Arch Only) Date  
Firm: COSA - Street Maintenance Division

\_\_\_\_\_  
Walter E. Childs Date  
Construction Inspection Manager

\_\_\_\_\_  
Joe M. Martinez Date  
Fiscal Officer

\_\_\_\_\_  
Razi Hosseini P.E. Date  
Assistant City Engineer

\_\_\_\_\_  
William E. Krause Date  
Capitol Programs Manager

\_\_\_\_\_  
Douglas W. Yerkes, PhD., P.E. Date  
City Engineer

**APPROVED:**

\_\_\_\_\_  
Terry M. Brechtel Date  
City Manager

\_\_\_\_\_  
Thomas G. Wendorf, P.E. Date  
Director of Public Works

**FOR CITY USE ONLY:**

Professional Services Fees for this Field Alteration are:	<input type="checkbox"/> eligible	<input checked="" type="checkbox"/> Ineligible	
Original Contract Amt.	\$ 1,976,444.21	Const. Contg. Fund	\$ 98,822.21
Previous Approved FAs	\$ 0.00	Previous Approved FA	\$ 0.00
This Field Alteration	\$ 25,634.00	This Field Alteration	\$ 0.00
Total Field Alterations	\$ 25,634.00	Total Field Alterations	\$ 0.00
<b>Total</b>	<b>\$ 2,020,078.21</b>	<b>Balance</b>	<b>\$ 98,822.21</b>

FORM PW 15

Attachment

PROJECT: **Asphalt Overlay 2004 Street Maintenance Contract**

CONTRACTOR: **Clark Construction, Co., Inc.**

ENGINEER: **City of San Antonio – Public Works Department – Street Maintenance Division**

Date: **February 26, 2004**

### Attachment to Field Alteration #1

Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
205.C	ULTRA-THIN BONDED WEARING COURSE	SY	3,520	\$4.20	\$14,784.00
230.1B	REPLACING BASE &PVT WITH ATB &PVT (6"COMPACTED DEPTH)	SY	400	\$21.50	\$8,600.00
204	MILLING OF ASPHALTIC PAVEMENT	CY	225	\$10.00	\$2,250.00
512.A	ADJUSTING EXISTING MANHOLES	EA	9	\$400.00	\$3,600.00
702	ADJUSTING EXISTING WATER / GAS VALVE BOXES	EA	6	\$100.00	\$600.00
				<b>Total</b>	<b>\$25,634.00</b>

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS  
FIELD ALTERATION REQUEST

Date **February 26, 2004**

Field Alteration No. **PW-2**

Project Name (as shown on the Work Project Authorization):  
**Asphalt Overlay 2004 Street Maintenance Contract**

The revision or amendment described below to the work originally or previously specified is hereby requested, including all changes in cost. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required):

**Add resurfacing of 40th Street from Commerce to Fridell in Council District 6.**

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary.  
**Increase quantities as needed to successfully resurface existing street with necessary preparatory work as outlined in the attached spreadsheet. This project is funded from the Council District 6 Neighborhood Access and Mobility Program Fund. This effort is consistent with the City's recapitalization of Street Infrastructure effort.**

Resulting change in contract cost by this Field Alteration: **\$29,150.30** ☒ Increase  
☐ Decrease (attach summary)

**And**  
Resulting change in construction contingency by this Field Alteration: **\$0.00** ☐ Increase  
☒ Decrease (attach summary)

Resulting in an: ☒ Increase of ☐ Working Days (To be negotiated by the Contractor and the City).  
☐ Decrease **20** ☒ Calendar Days

**Requested by:**

COSA – Armando A. Aranda, Jr., Street Operations Manager  
City, Consulting Engineer/Architect, Other  
(Please specify)

By: \_\_\_\_\_  
(Signature of authorized representative) Date  
Title: \_\_\_\_\_  
Firm: Clark Construction Co.  
Contractor (type in full name)

**RECOMMENDED:**

Others: (If required: i.e., City Dept., SAWS, etc.) Date

\_\_\_\_\_  
Consultant (Project Eng/Arch Only) Date  
Firm: COSA – Street Maintenance Division

\_\_\_\_\_  
Walter E. Childs Date  
Construction Inspection Manager

\_\_\_\_\_  
Joe M. Martinez Date  
Fiscal Officer

\_\_\_\_\_  
Razi Hosseini P.E. Date  
Assistant City Engineer

\_\_\_\_\_  
William E. Krause Date  
Capitol Programs Manager

\_\_\_\_\_  
Douglas W. Yerkes, PhD., P.E. Date  
City Engineer

**APPROVED:**

\_\_\_\_\_  
Terry M. Brechtel Date  
City Manager

\_\_\_\_\_  
Thomas G. Wendorf, P.E. Date  
Director of Public Works

**FOR CITY USE ONLY:**

Professional Services Fees for this Field Alteration are:	<input type="checkbox"/> eligible	<input checked="" type="checkbox"/> Ineligible	
Original Contract Amt.	\$ 1,976,444.21	Const. Contg. Fund	\$ 98,822.21
Previous Approved FAs	\$ 25,634.00	Previous Approved FA	\$ 0.00
This Field Alteration	\$ 29,150.30	This Field Alteration	\$ 0.00
Total Field Alterations	\$ 54,784.30	Total Field Alterations	\$ 0.00
<b>Total</b>	<b>\$ 2,031,228.51</b>	<b>Balance</b>	<b>\$ 98,822.21</b>



FORM PW 15

Attachment

PROJECT: **Asphalt Overlay 2004 Street Maintenance Contract**

CONTRACTOR: **Clark Construction, Co., Inc.**

ENGINEER: **Armando A. Aranda, Jr.**

Date: **February 26, 2004**

### **Attachment to Field Alteration #2**

<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>
205.C	ULTRA-THIN BONDED WEARING COURSE	SY	3,009	\$4.20	\$12,637.80
230.1B	REPLACING BASE &PVT WITH ATB &PVT (6"COMPACTED DEPTH)	SY	675	\$21.50	\$14,512.50
204	MILLING OF ASPHALTIC PAVEMENT	CY	200	\$10.00	\$2,000.00
512.A	ADJUSTING EXISTING MANHOLES	EA	2	\$400.00	\$800.00
				<b>Total</b>	<b>\$29,150.30</b>

PROPOSAL  
TO  
CITY OF SAN ANTONIO TEXAS  
FOR THE CONSTRUCTION OF  
**ASPHALT OVERLAY - 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 (100) One Hundred 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.

Bidder is:

[ ] An individual proprietorship:

[X] 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

Date

ATTEST:

Carol Irvin

CAROL IRVIN - SECRETARY

DAVID F. CLARK - VICE PRESIDENT

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): TWO MILLION THREE HUNDRED  
FORTY TWO THOUSAND SEVEN HUNDRED TEN DOLLARS AND FORTY - FIVE  
CENTS \$ 2,342,710.45

Alternates (if applicable):

(1) 2,144,518.10

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

(3) \_\_\_\_\_

(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

# 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: Asphalt Overlay - 2004

DATE: February 11, 2004

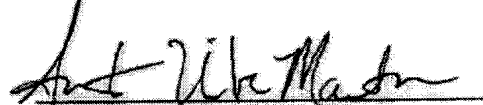
We have reviewed the Good Faith Effort Plan submitted for the Asphalt Overlay - 2004 project. The apparent low bidder has submitted the following goals.

### TOTAL BID PROJECT

\$4,487,228.55

<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 Asphalt Overlay. If you have any questions, please call me at 207-3910.

  
Anita Uribe Martin  
Economic Development Manager  
Small Business Outreach Division

AUM/gl

THE CITY OF SAN ANTONIO

CALENDAR DAY  
CONTRACT  
(CDC)  
(Standard Form)

THIS AGREEMENT made the 26<sup>TH</sup> 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:

**ASPHALT OVERLAY - 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 ( 100 ) 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, NINE HUNDRED SEVENTY SIX THOUSAND, FOUR HUNDRED FORTY-FOUR AND  
21/100 Dollars, (\$1,976,444.21 )

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

PRESIDENT

Title

\_\_\_\_\_  
Secretary

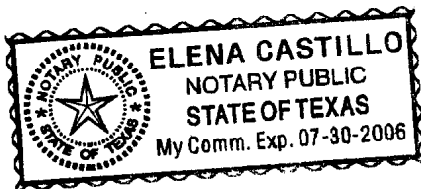
STATE OF TEXAS        )

COUNTY OF BEXAR     )

This instrument was acknowledged before me on this the 19<sup>th</sup> day of February 2024  
by A. J. Clark President of Clark Construction  
of Texas, Ltd. on behalf of said Partnership

Elena Castillo  
NOTARY PUBLIC in and for the State of  
TEXAS

Elena Castillo  
NOTARY'S PRINTED SIGNATURE



7-30-2006  
MY COMMISSION EXPIRES:

PERFORMANCE BOND

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

Know all men by these presents:

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 **\$1,976,444.21** 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

**ASPHALT OVERLAY - 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, Vice-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 \$1,976,444.21 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

**ASPHALT OVERLAY - 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: Asphalt Overlay – 2004  
DATE: February 11, 2004

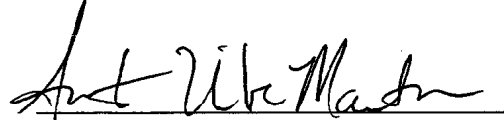
We have reviewed the Good Faith Effort Plan submitted for the Asphalt Overlay - 2004 project. The apparent low bidder has submitted the following goals.

**TOTAL BID PROJECT**

\$4,487,228.55

<b><u>FIRM</u></b>	<b><u>CERTIFIED</u></b>	<b><u>MBE</u></b>	<b><u>WBE</u></b>	<b><u>AABE%</u></b>	<b><u>GFEP</u></b>
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 Asphalt Overlay. If you have any questions, please call me at 207-3910.

  
Anita Uribe Martin  
Economic Development Manager  
Small Business Outreach Division

AUM/gl

**CITY OF SAN ANTONIO**  
Interdepartmental Correspondence Sheet

**TO:** Councilmember Enrique M. Barrera, District 6

**THROUGH:** Melissa Byrne Vossmer, Assistant City Manager

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

**COPIES TO:** Manuela Gomez Shannon P.E.; Jason Cosby, P.E.;  
Douglas W. Yerkes, Ph.D, P.E.; Trevor Baldarama; Streets Division, File

**SUBJECT:** NEIGHBORHOOD ACCESSIBILITY AND MOBILITY PROGRAM (NAMP)

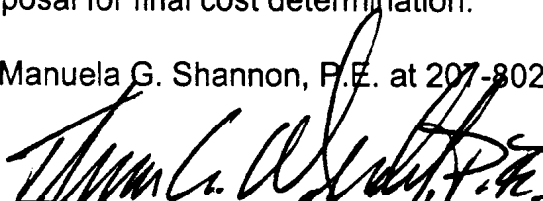
DATE: March 1, 2004

This memo is in response to your selection of the following projects through NAMP.

Application	Street	From	To	Est. Cost
Supplement Contract 2004 Overlay	Old Hwy. 90	Acme	36th	\$ 182,556.80
City-Force Reconstruction	Buena Vista	36th	37th	\$ 81,148.12
City-Force Reconstruction	Fridell	39th	40th	\$ 55,794.20
Supplement Contract 2004 Overlay	39th	Commerce	Joe Blanks	\$ 25,634.00
Supplement Contract 2004 Overlay	40th	Commerce	Fridell	\$ 29,150.30
<b>Total</b>				<b>\$ 374,283.42</b>
<b>Available NAMP Balance</b>				<b>\$ 374,743.08</b>
<b>Balance</b>				<b>\$ 459.66</b>

Funds in the amount of \$374,743.08 are available for these projects, leaving a balance of \$459.66. This balance is contingent upon approval of Field Alterations requiring Contractor and City Council approval to the 2004 Asphalt Overlay Contract. If you approve to have these projects completed under the NAMP Fund, please sign where indicated below as confirmation and return this memo to our office. This direction will allow us to move out with design and acquisition of contractor proposal for final cost determination.

If we can assist in any way, please call Manuela G. Shannon, P.E. at 207-8024.

  
Thomas G. Wendorf, P.E.  
Director of Public Works *RTB 3/1/04*

circle one  
APPROVED / DISAPPROVED

  
Council District 6 – Enrique M. Barrera