

**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, Andrew Martin, Andrew W. Cameron, Peter Zaroni, Milo D. Nitschke, and file

SUBJECT: Huron – Fitch to Southcross

DATE: April 29, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low responsive bid and awards a construction contract in the amount of \$286,522.76 payable to San Antonio Constructors, Ltd., authorizes \$27,546.78 for construction contingency expenses, \$21,211.02 for expense recovery, and \$1,000.00 for advertising expenses for an overall total of \$336,280.56 in connection with Huron – Fitch to Southcross, an authorized Community Development Block Grant (CDBG) project, located in Council District 4. Of the \$336,280.56 total amount, \$325,225.56 will be funded by CDBG funds and \$11,055.00 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project includes the reconstruction of Huron Street from Fitch to Southcross and will provide sidewalks, curbs, and driveway approaches. This project is scheduled to begin construction in May 2004 and to be completed by September 2004.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in January 2004. 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 February 18, 2004 with four (4) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by San Antonio Constructors, Ltd., and the contractor has committed to subcontract \$70,500.00 (24.6%) to MBE firms and \$2,900.00 to AABE firms (1.01%). The Memorandum from the Economic Development Department is included herein as Attachment 3. The contract provides for one hundred (100) calendar days to complete the project. San Antonio Constructors, Ltd. currently has five construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$4,757,109.00. A current list of projects is included herein as Attachment 4.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Community Development Block Grant (CDBG) funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 04-09 Capital Improvement Program Budget. The amount of \$366,280.56 is available from Community Development Block Grant funds and \$11,055.00 is available from San Antonio Water System (SAWS) and is authorized payable as follows:

\$ 286,522.76	payable to San Antonio Constructors, Ltd. for construction expenses
\$ 27,546.78	payable for miscellaneous construction contingency
\$ 21,211.02	payable for expense recovery funds
\$ 1,000.00	payable for advertising expenses

COORDINATION


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

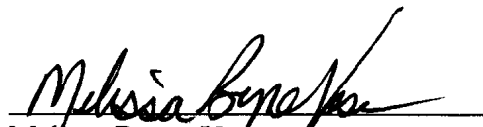
SUPPLEMENTARY COMMENTS

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

ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Current Project List, San Antonio Constructors, Ltd.
4. Economic Development Department Memorandum, dated March 1, 2004
5. Proposal
6. Contract


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


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

HURON - FITCH TO SOUTHCROSS

FITCH

MILVID

HURON

BERLIN

SOUTHCROSS



CITY OF SAN ANTONIO
Interdepartmental Correspondence Sheet

To: William E. Krause, Capital Programs Manager

From: Samuel Hutchins IV, P.E., Project Manager

Copies: Plans & Records, File

Subject: Huron – Fitch to Southcross in Council District 4

Date: March 30, 2004

Bids opened and received: February 18, 2004

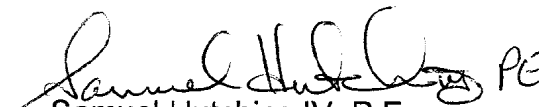
Bid Tabulation

	Contractor	Base Bid	SAWS Sewer	TOTAL
1.	San Antonio Constructors, LTD	\$275,467.76	\$11,055.00	\$286,522.76
2.	Pronto Sandblasting	\$278,146.00	\$9,235.00	\$287,381.00
3.	KL & J Limited Partnership	\$289,088.30	\$10,995.00	\$300,083.30
4.	RL Jones LP	\$304,854.20	\$9,412.50	\$314,266.70

Plans and specifications prepared by: Slay Engineering Company, Inc.
4335 W. Piedras, Suite 210
San Antonio TX 782280000

Funding: This project is funded with 27th Year CDBG.

Recommendation: Award the contract to the low bidder, San Antonio Constructors, Ltd, whose bid including Public Works and SAWS Sewer totals \$286,522.76.

 PE
Samuel Hutchins IV, P.E.
Project Manager

Approved: 
William E. Krause
Capital Programs Manager

WEK/SH/rwt
CC: Plans & Records, File

Contractor List

Contractor San Antonio Constructors, Inc.

Project Name	Team	District	Start	Completion	Amount
CLAREMONT/ELEANOR/NATALEN, PH III	4	9	11/03	08/04	\$790,725
FLORES/BREEDEN/BEACON OUTFALL, PHASE II	4	1	11/02	05/04	\$1,283,888
GUILBEAU DRAINAGE AT FRENCH CREEK PHASE I	5	7	01/04	05/04	\$810,715
HURON: FITCH TO SOUTHCROSS	2	4	05/04	09/04	
PLEASANTON ROAD: GILLETTE TO LOOP 410	2	3	07/03	07/04	\$1,871,780
Summary for 'Contractor' = San Antonio Constructors, Inc. (5 detail records)					
Sum of Contracts					\$4,757,109
Grand Total of Contracts					\$4,757,109

RECEIVED

MAR 03 2004

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

TO: William Kraus, Capital Programs, Manager, Public Works Department

FROM: Anita Uribe Martin, Manager, Economic Development Department

COPIES: Denise Shaffer; Courtney McClure; File

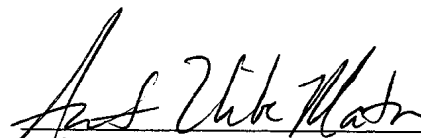
SUBJECT: List of Subcontractors Submitted for the Huron to Fitch to Southcross Improvement Package

DATE: March 1, 2004

We have reviewed the Good Faith Effort Plan and list of subcontractors for the Huron to Fitch to Southcross Improvement Package. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

Total Project Cost \$286,522.76					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
San Antonio Constructors	No	24.6% or \$70,500.00	0%	1.01% or \$2900.00	Approved

If there are any questions, please feel free to contact me at (210) 207-3901.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/hb

PROPOSAL
TO
CITY OF SAN ANTONIO
FOR THE CONSTRUCTION OF
HURON
FITCH TO SOUTHCROSS
IN SAN ANTONIO, TEXAS

The undersigned, as Bidder, declares that the only person or parties interested in the proposal 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, specification, 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 One Hundred (100) calendar days.

Accompanying this proposal is a Bid Guaranty in the amount of five percent Dollars (\$ 5% of bid) said amount being five percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, and furnish satisfactory bond, within twenty (20) 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.

**HURON - FITCH TO SOUTHCROSS
STREETS AND DRAINAGE
BASE BID**

PAGE 2 OF 8

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written In Words)	EXTENSION UNIT PRICE X QUANTITY
100	1 LS	Mobilization for <u>Twenty three thousand, three hundred forty four</u> Dollars and <u>seventy three</u> Cents per Unit	23,344. ⁷³
100.1	1 LS	Insurance and Bond for <u>Seven thousand, three</u> Dollars and <u>forty two</u> Cents per Unit	7003.42
101	1 LS	Preparing Right-of-Way for <u>Eleven thousand, six hundred</u> Dollars and <u>seventy two</u> Cents per Unit <u>thirty six</u>	11,672.36
103.1	662 LF	Remove Concrete Curb for <u>One</u> Dollars and <u>no</u> Cents per Unit	662. ⁰⁰
103.2	5,118 SF	Remove Sidewalks and Driveways for <u>One</u> Dollars and <u>no</u> Cents per Unit	5,118.00
104	2,256 CY	Street Excavation for <u>Eight</u> Dollars and <u>no</u> Cents per Unit	18,048.00
107	11 CY	Embankment for <u>Seven</u> Dollars and <u>no</u> Cents per Unit	77.00
108.1	4,045 SY	Lime Treatment for Subgrade, 6" depth for <u>One</u> Dollars and <u>twenty</u> Cents per Unit	4,854.00
108.2	66 TON	Lime, 32.4 LBS/SY for <u>Ninety</u> Dollars and <u>no</u> Cents per Unit	5940.00
203	365 GAL	Tack Coat for <u>Two</u> Dollars and <u>twenty</u> Cents per Unit	803.00
205.3	3,646 SY	Hot Mix Asphaltic Pavement, Type "D", 1 1/2" thick for <u>Four</u> Dollars and <u>fifty</u> Cents per Unit	16,407.00
206	509 SY	Asphalt Treated Base, 5" depth for <u>Twelve</u> Dollars and <u>no</u> Cents per Unit	6,108.00

Contractor's Signature: RA

**HURON - FITCH TO SOUTHCROSS
STREETS AND DRAINAGE
BASE BID**

PAGE 3 OF 8

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written In Words)	EXTENSION UNIT PRICE X QUANTITY
206	3,536 SY	Asphalt Treated Base, 7" depth for <u>Fifteen</u> Dollars and <u>no</u> Cents per Unit	53,040. ⁰⁰
401.1	53 LF	Storm Drainage Pipe, 24" RCP, laterals for <u>Forty</u> Dollars and <u>no</u> Cents per Unit	2,120.00
401.1	15 LF	Storm Drainage Pipe, 36" RCP, 0-6' deep for <u>Forty nine</u> Dollars and <u>no</u> Cents per Unit	735.00
401.1	145 LF	Storm Drainage Pipe, 36" RCP, 6'-8' deep for <u>Fifty five</u> Dollars and <u>no</u> Cents per Unit	7,975.00
401.1	65LF	Storm Drainage Pipe, 36" RCP, 8'-10' deep for <u>Fifty six</u> Dollars and <u>no</u> Cents per Unit	3,640.00
401.1	36 LF	Storm Drainage Pipe, 48" RCP, 8'-10' deep for <u>Seventy eight</u> Dollars and <u>no</u> Cents per Unit	2,808.00
401.3	1 EA	Bend, 90°, 24" RCP for <u>Four Hundred fifty</u> Dollars and <u>no</u> Cents per Unit	450.00
407.4	8 CY	Concrete Collars for <u>One Hundred</u> Dollars and <u>no</u> Cents per Unit	800.00
410.2	45 CY	Gravel Subgrade Filler for <u>Fifteen</u> Dollars and <u>no</u> Cents per Unit	675.00
501	2,003 LF	Machine laid Curb for <u>Six</u> Dollars and <u>no</u> Cents per Unit	12,018.00
502.1	821 SY	Concrete Sidewalks for <u>Twenty five</u> Dollars and <u>no</u> Cents per Unit	20,525.00
502.2	223 SY	Concrete Driveway for <u>Twenty six</u> Dollars and <u>no</u> Cents per Unit	5,798.00

Contractor's Signature: _____

RA

**HURON - FITCH TO SOUTHCROSS
STREETS AND DRAINAGE
BASE BID**

PAGE 4 OF 8

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written In Words)	EXTENSION UNIT PRICE X QUANTITY
502.3	25 SY	Commercial Driveway for <u>Thirty Two</u> Dollars and <u>no</u> Cents per Unit	800 ⁰⁰
505	9 SY	Concrete Riprap, 6" thick, (VIA Bench Slabs) for <u>Fifty</u> Dollars and <u>no</u> Cents per Unit	450.00
506.1	13 CY	Concrete Retaining Walls - Combination Type for <u>Seven Hundred ninety</u> Dollars and <u>no</u> Cents per Unit	10,270.00
507.1	344 LF	Chain Link Wire Fence - 4' High for <u>Fourteen</u> Dollars and <u>no</u> Cents per Unit	4,816.00
507.4	1 EA	Gates - Pedestrian for <u>Two Hundred ninety five</u> Dollars and <u>no</u> Cents per Unit	295.00
507.5	3 OPEN	Gates - Vehicular for <u>Four Hundred ninety five</u> Dollars and <u>no</u> Cents per Unit	1,485.00
512.1	2 EA	Adjusting Existing Manholes for <u>Four Hundred</u> Dollars and <u>no</u> Cents per Unit	800.00
512.2	1 EA	Reconstructing Existing Manholes for <u>Two Thousand, Five Hundred</u> Dollars and <u>no</u> Cents per Unit	2500.00
513.1	7 EA	Removing and Relocating Mail Boxes for <u>Seventy five</u> Dollars and <u>no</u> Cents per Unit	525.00
515	125 CY	Topsoil for <u>Ten</u> Dollars and <u>no</u> Cents per Unit	1,250.00
516.2	1,117 SY	St. Augustine Sodding for <u>Three</u> Dollars and <u>Twenty five</u> Cents per Unit	3,630.25
522	20 LF	Sidewalk Pipe Railing for <u>Sixty five</u> Dollars and <u>no</u> Cents per Unit	1300.00

Contractor's Signature: RA

PAGE 5 OF 8

Contractor's Signature:

5/11

**HURON - FITCH TO SOUTHCROSS
STREETS AND DRAINAGE
BASE BID**

PAGE 6 OF 8

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written In Words)	EXTENSION UNIT PRICE X QUANTITY
550	345 LF	Trench Excavation Safety Protection for <u>One</u> Dollars and <u>no</u> Cents per Unit	345 ⁰⁰
553	1 LS	Stormwater Pollution Prevention Plan (SW3P) for <u>Five thousand</u> Dollars and <u>no</u> Cents per Unit	5,000 ⁰⁰
700.2	1 EA	Junction Box 5'x5'x5' for <u>Two thousand, eight hundred</u> Dollars and <u>no</u> Cents per Unit	2,800.00
700.4	1 EA	Junction Box 7'x7'x7' for <u>Three thousand, eight hundred</u> Dollars and <u>no</u> Cents per Unit	3,800.00
700.10	2 EA	Inlet 5' (Type "C" Curb Inlet) for <u>Two thousand, six hundred</u> Dollars and <u>no</u> Cents per Unit	5200.00
700.11	2 EA	Inlet 10' (Type "C" Curb Inlet) for <u>Three thousand, two hundred</u> Dollars and <u>no</u> Cents per Unit	6400 ⁰⁰

Contractor's Signature: _____



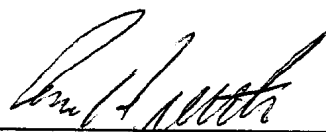
THE SAN ANTONIO WATER SYSTEM: Sanitary Sewer Construction

PROPOSAL OF San Antonio Constructors, Ltd, a corporation a
partnership consisting of Heath Mont, LLC Gen. Partner + Chgo. an individual doing business
as Heath, Ltd. partner.

Pursuant to instructions and invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Sanitary Sewer Job Number 03-5512, in accordance with the Plans and Specifications, for the following prices to wit:

ITEM NO.	QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICES (Written In Words)	EXTENSION UNIT PRICE X QUANTITY
100	1 LS	Mobilization for <u>Six hundred three</u> Dollars and <u>no</u> Cents per Unit	<u>603.00</u>
101	1 LS	Preparing Right-of-Way for <u>Four hundred two</u> Dollars and <u>no</u> Cents per Unit	<u>402.00</u>
550	250 LF	Trench Excavation Safety Protection for <u>One</u> Dollars and <u>no</u> Cents per Unit	<u>250.00</u>
851	3 EA	Adjusting Existing Manholes for <u>Five hundred</u> Dollars and <u>no</u> Cents per Unit	<u>1,500.00</u>
854	250 LF	Sanitary Sewer Laterals, 6" PVC for <u>Twenty</u> Dollars and <u>no</u> Cents per Unit	<u>5,000.00</u>
854 A	10 EA	Two Way Sanitary Sewer Clean Out for <u>Three hundred</u> Dollars and <u>no</u> Cents per Unit	<u>3,000.00</u>
858	3 CY	Concrete Encasement for <u>One hundred</u> Dollars and <u>no</u> Cents per Unit	<u>300.00</u>

Contractor's Signature: _____



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 Heath Management, LLC, General Partner and Ray D. Heath, Ltd. Partner
☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

San Antonio Constructors, Ltd.
Heath Management, LLC, General Partner
P.O. Box 682008
San Antonio, Tx 78268-2008

(Name of Bidder)

By: _____

(Signature)

Date

2/18/04

President
(Title)

ATTEST: _____

Amount of Base Bid (Insert Amount in Words and Numbers): Two hundred seventy five thousand, four hundred sixty seven dollars and seventy six cents. \$ 275,467.76

Amount of Sewer Bid (Insert Amount in Words and Numbers): Eleven thousand, fifty five dollars and no cents \$ 11,055.00

TOTAL (Insert Amount in Words and Numbers): Two hundred eighty six thousand, five hundred twenty two dollars and seventy six cents. \$ 286,522.76

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

Company's Name

San Antonio Constructors, Ltd.
Heath Management, LLC, General Partner
P.O. Box 682008
San Antonio, Tx 78268-2008

Telephone No.

(210) 681-0211

Address

Fax No.

(210) 681-8880

City & State

Zip Code

Addendums received & acknowledged: RAH

**SAN ANTONIO WATER SYSTEM
WATERWORKS AND SANITARY SEWER CONSTRUCTION
SAWS WATER JOB NO. N/A
SAWS SEWER JOB NO. 03-5512**

The following changes are made to the Contract Documents for the **Huron Street – Fitch to Southcross** Project to accommodate San Antonio Water System construction operations.

1. Add to the Contract Definitions

“48. San Antonio Water System: San Antonio Water System Board of Trustees.”

2. Add to the Invitation for Bid

“14. The San Antonio Water System area of construction operations is coincident with the area of construction operations specified in the contract documents for the project. All water and sewer facility adjustment and attendant work as shown on the Plans is considered to be an integral part of the project, and the Contractor shall be responsible for the timely scheduling and accomplishment of all water and sewer main and attendant work in conjunction with the work outlined in paragraph 1 of the City of San Antonio Invitation for Bid.”

3. Add to the Public Works' General Conditions Paragraph 4.2

“.3 All resident inspection of water and sewer facility adjustment and attendant work will be performed by an authorized representative of the San Antonio Water System who will in turn be responsible directly to the inspectors designated above.”

4. Add to the Public Works' General Conditions Paragraph 5.9

“.5 Materials for Water and Sanitary Sewer Main Replacement and Adjustment: The Contractor shall also furnish all materials required for the installation of all water and sanitary sewer main replacement and adjustment, service lines, sanitary sewer laterals, manholes and attendant work as shown on the drawings and in accordance with the San Antonio Water System Material Specifications.”

5. Add to Public Works' General Conditions Paragraph 5.16
 - "7 Water Mains: The Contractor shall be responsible for the establishment in the field of all lines and grades for water works construction utilizing as may be appropriate the survey base control data provided by the Engineer for the work indicated in Paragraph 1 of the City of San Antonio Invitation for Bid. All construction staking, additional survey, layout and measurement work shall also be performed by the Contractor as part of his work."
6. Add to Public Works' General Conditions Article IX
 - "9.3 Warranty/Correction Period for Water and Sewer Work: During a period of 24 months from and after the date of the final acceptance by the San Antonio Water System of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgement of the San Antonio Water System shall become necessary during such period. If within 3 days after the receipt of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make or to undertake with due diligence the aforesaid repairs, the San Antonio Water System is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency where, in the judgement of the San Antonio Water System, delay would cause a serious loss or damage, repairs may be made with notice being sent to the Contractor, and the Contractor shall pay the cost thereof."
7. Add to these Contract Documents, the Standard Specifications for Water and Sanitary Sewer Construction, available to the Contractor at the San Antonio Water System or at www.saws.org.
8. Add to these Contract Documents, the San Antonio Water System Special Provisions, attached separately.
9. Add to these Contract Documents, the San Antonio Water System Proposals, attached separately.

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the 29TH day of April in the year 2004 by and between _____
SAN ANTONIO CONSTRUCTORS, Ltd., hereinafter called the "Contractor", and the
City of San Antonio, Texas, hereinafter called the "City or the "Owner".

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

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

HURON FITCH TO SOUTHCROSS

Prepared by SLAY ENGINEERING CO., INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in 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: TWO HUNDRED EIGHTY SIX THOUSAND, FIVE HUNDRED TWENTY TWO AND
76/100 Dollars, (\$286,522.76)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

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

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

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

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

(Seal if Agreement is with Corporation)

SAN ANTONIO CONSTRUCTORS, Ltd.

Contractor

ATTEST:

BY:

ROY Q. HEATH

PRESIDENT

Title

Secretary

STATE OF TEXAS)

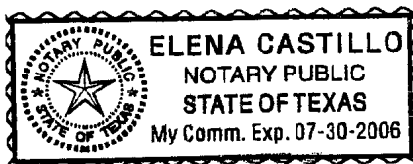
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 12th day of April 2004
by Roy Q. Heath, President of San Antonio a
Constructors, Ltd. on behalf of said Corporation

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 San Antonio Constructors, Ltd., A Partnership composed of Heath Management, LLC, General Partner and Roy Q. Heath, Limited Partner, acting by and through Roy Q. Heath, President,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$286,522.76 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

SAN ANTONIO CONSTRUCTORS, Ltd.

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

HURON FITCH TO SOUTHCROSS

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 _____

SAN ANTONIO CONSTRUCTORS, Ltd.

By

ROY Q. HEATH, 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 **San Antonio Constructors, Ltd., A Partnership composed of Heath Management, LLC, General Partner and Roy Q. Heath, Limited Partner, acting by and through Roy Q. Heath, President,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of \$286,522.76 for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

SAN ANTONIO CONSTRUCTORS, Ltd.

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

HURON FITCH TO SOUTHCROSS

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 ____.

SAN ANTONIO CONSTRUCTORS, Ltd.

By _____
ROY Q. HEATH, PRESIDENT

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes