

AN ORDINANCE

2012-11-15-0893

**AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$909,271.17 TO J. SANCHEZ CONTRACTING TO MAKE IMPROVEMENTS TO THE SALADO GREENWAY TRAILS SYSTEM IN THE AREA OF MCALLISTER PARK, A 2005 PROPOSITION 2 SALES TAX INITIATIVE FUNDED PROJECT LOCATED IN COUNCIL DISTRICT 9, AND AUTHORIZING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF SALADO CREEK GREENWAY TRAIL IMPROVEMENTS WITHIN THEIR RIGHT-OF-WAY.**

\* \* \* \* \*

**WHEREAS**, the proposed construction project is part of a growing network of interconnected hike and bike trails now known as the Howard W. Peak Greenway Trails system, which is funded through sales tax initiatives approved by voters in May of 2000, May of 2005 and November of 2010; and

**WHEREAS**, the objectives of the program are to acquire and preserve open space along San Antonio creekways and to develop multi-use hike and bike trails, trailheads, signage and associated amenities for use by San Antonio residents and visitors; and

**WHEREAS**, this ordinance will authorize the construction of a hike and bike trail system along the Salado Creek Greenway– McAllister Reconnection, and will authorize the execution of an agreement with the Texas Department of Transportation (TxDOT) to allow for the construction and maintenance of the Salado Creek Greenway trail improvements within TxDOT right-of-way along the Salado Creek at Wurzbach Parkway; and

**WHEREAS**, the trail will consist of approximately 1.03 miles of concrete trails, low water crossings, signage and associated trail amenities and improvements; and

**WHEREAS**, design work was performed by Briones Consulting and Engineering, LTD; and

**WHEREAS**, these improvements will become unique additions to the municipal park system's creekways program for hiking, biking, and other recreational uses; and

**WHEREAS**, the construction bid was advertised the third and fourth week of August 2012 in the Hart Beat, the Texas Electronic State Business Daily, the City's website, and announced on the City's public access station TVSA; and

**WHEREAS**, ten bids were received and J. Sanchez Contracting was selected with the low base bid of \$909,271.17; and

**WHEREAS**, a standard construction contract will be executed and a summary of the bids is shown on Exhibit 1; and

**WHEREAS**, the construction firm has no current City projects; and

**WHEREAS**, it is anticipated that construction will begin in December 2012 and will be completed by Fall 2013; and

**WHEREAS**, this contract will be awarded in compliance with the Small Business Economic Development Advocacy (SBEDA) Program, effective January 1, 2011; and

**WHEREAS**, all contracts under the scope of the SBEDA Program are reviewed by a Goal Setting Committee, which established the SBEDA Program requirements unique to the particular contract in an effort to maximize the amount of small, minority, and women-owned business participation on the contract; and

**WHEREAS**, the Goal Setting Committee established a 23% SBE subcontracting goal and 17% Minority Women Business Enterprise subcontracting goal requiring that 23% SBE and 17% M/WBE of the work associated with this contract be subcontracted to certified small businesses located within the San Antonio Metropolitan Statistical Area; and

**WHEREAS**, J. Sanchez Contracting proposed SBE participation of 28.75% and 27.59% M/WBE subcontractor participation to be completed by certified small, minority, women-owned businesses located within the San Antonio Metropolitan Statistical Area; and

**WHEREAS**, in addition, J. Sanchez Contracting is also a certified small business bringing total SBE participation to 100%; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is hereby authorized to award a construction contract in the amount of \$909,271.17 to J. Sanchez Contracting to make improvements to the Salado Greenway trails system in the area of McAllister Park, a 2005 Proposition 2 Sales Tax Initiative funded project located in Council District 9. A copy of said contract in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

**SECTION 2.** The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is hereby authorized to execute a Construction and Maintenance Agreement with the Texas Department of Transportation to allow for the construction and maintenance of Salado Creek Greenway trail improvements within their right-of-way. A copy of said agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment II.**

**SECTION 3.** Payment in the amount not to exceed \$909,271.17 in SAP Fund 40005000, Park Improvements, SAP Project Definition 26-00526, Salado Creek Greenway (Walker Ranch to McAllister Park), is authorized to be encumbered and made payable to J. Sanchez Contracting, for construction services.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

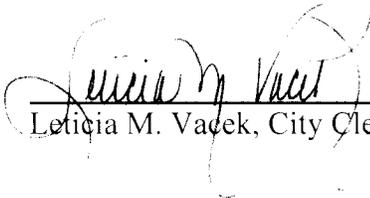
**SECTION 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 15th day of November, 2012.

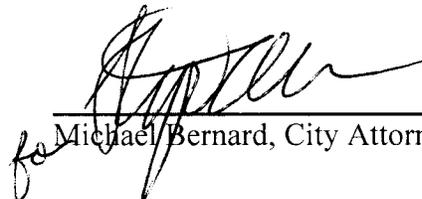


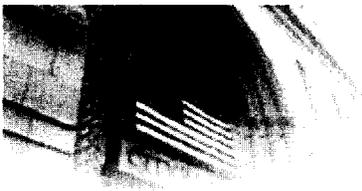
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vadek, City Clerk

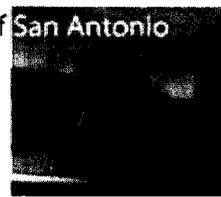
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Michael Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 11

<b>Name:</b>	11						
<b>Date:</b>	11/15/2012						
<b>Time:</b>	10:04:34 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance awarding a construction contract in an amount not to exceed \$909,271.17 to J. Sanchez Contracting to make improvements to the Salado Greenway trails system in the area of McAllister Park, a 2005 Proposition 2 Sales Tax Initiative funded project located in Council District 9, and authorizing an agreement with the Texas Department of Transportation to allow for the construction and maintenance of Salado Creek Greenway trail improvements within their right-of-way. [Ed Belmares, Assistant City Manager; Xavier Urrutia, Director, Parks & Recreation]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2	x					
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
Carlton Soules	District 10		x			x	

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**CITY OF SAN ANTONIO**


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Issued By: CIMS Department  
ID NO.: 26-00526

Date Issued: August 15, 2012  
Page 1 of 1

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**FORMAL INVITATION FOR BIDS (IFB) and CONTRACT**  
**MCALLISTER PARK RECONNECTION TO SALADO CENTRAL GREENWAY - (26-00526)**

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Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, Tx 78205 until 2:00 p.m. CST on Tuesday, September 25, 2012 and publicly read aloud at 114 W. Commerce, Municipal Plaza Building "B" Room. This is the solicitation deadline. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-Submission Conference will be held on August 29, 2012, at 8:30 a.m. at McAllister Park, San Antonio 78247 on Buckhorn Rd.

**TABLE A - This invitation includes the following Contract Documents:**

010 Invitation for Bids and Contract Signature Page	060 Stacked API Subcontractor/Supplier Utilization Plan
020 Bid Form	075 Supplemental Conditions
025 Unit Pricing Form	076 Performance Bond
030 Experience & Qualifications	081 Payment Bond
040 Standard Instructions to Respondent	081 General Conditions for COSA Construction Contracts
050.01 SBEDA Guidelines	081 Heavy/Hwy Wage Decision

Plans, Specifications and Special Conditions may be purchased at a cost of **\$100.00** per set (tax included) from the office of **Briones Engineering**, 8118 Broadway, San Antonio, Texas, 78209 (210) 828-1431. No refund will be made for plan sets that are returned. Addenda will be posted on the web at [www.sanantonio.gov/rfp/listings](http://www.sanantonio.gov/rfp/listings) along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the office of **Briones Engineering**. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and with original signatures) constitute the required information to be submitted as a part of the bid proposal clearly marked on the outside of the sealed envelope with the due date of bid, bidder name, Project Name and ID NO as follows:

- |   |   |
|---|---|
| 1.) 010 Invitation for Bids and Contract Signature Page | 5.) Bid Bond                                |
| 2.) 020 Bid Form  | 6.) Subcontractor/Supplier Utilization Plan |
| 3.) 025 Unit Pricing Form                               | 7.) Signed Addenda Acknowledgement Forms    |
| 4.) 030 Experience & Qualifications                     |   |

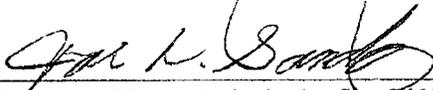
It is understood and agreed that the work is to be completed in full on or before **150** calendar days. This project does not include hazardous environmental work. This project requires **2** project sign(s).

This is a Public Works Contract and chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof. The Wage Decision Number TX120016 01/06/2012 TX16 shall be used on this contract, which is available on the web at <http://www.wdol.gov/dba.aspx#0>.

This project is a qualified low bid project. Bids submitted without required experience or equivalent experience and documentation of similar projects may be disqualified. Respondents must demonstrate commitment to satisfy a twenty three percent (23%) SBE subcontracting and seventeen percent (17%) MWBE subcontracting goals. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and MWBE subcontracting goals shall render its response NON-RESPONSIVE.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with Contract Documents for the amount(s) shown on the accompanying bid sheet(s). The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the City. The undersigned certifies all prices contained in this bid have been carefully checked and are submitted as correct and final. The Bidder by submitting this bid and signing below, acknowledges that he/she has received & read the entire Bid and Contract document and agrees to be bound by the terms therein, has received all Addenda, and agrees to the terms, conditions, and requirements of the bidder's bid proposal and all documents listed in TABLE A above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company (legal): J. Sanchez Contracting, Inc.

 / September 25, 2012 Signer's Name: Joe L. Sanchez, President  
Original Signature of Person Authorized to Sign Bid/Contract      Date      (Please Print or Type)

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**CITY OF SAN ANTONIO**

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**Project Name: McAllister Park Reconnection to Salado Central Greenway**  
**ID NO.: 26-00526**

**Date Issued: August 15, 2012**  
**Page 1 of 1**

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020

**BID FORM**

The estimated construction budget for this contract is \$913,228.56

**I. BASE BID**

**Total Amount of Base Bid (Insert Amount in Words and Numbers):**

Nine Hundred Nine Thousand Two Hundred Seventy One and 17/100 \$ 909,271.17

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**II. ALTERNATES**

Amount of each Alternates (if applicable) insert in Numbers: N.A.

Additive Alternate #1 - None

**Total Amount of Bid for Additive Alternate #1 (Insert Amount in Words and Numbers):**

\$ \_\_\_\_\_

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**III. UNIT PRICES**

Bidders shall submit unit pricing on the 025 Unit Pricing form, and it shall be attached immediately following this sheet.

**IV. ALLOWANCES (if applicable)**

J. Sanchez Contracting, Inc.  
Official Name of Company (legal)

210-924-3696  
Telephone No.

204 Dunton Street  
Address

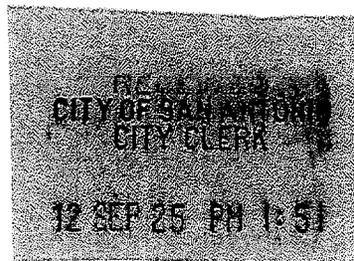
210-924-3694  
Fax No.

San Antonio, Texas 7822  
City, State and Zip Code

jsylvester@jscs-sa.com  
E-mail Address

Name of the proposed **Project Manager:** John Sylvester

Name of the proposed **Site Superintendent:** Frank Maldonado



CITY OF SAN ANTONIO  
025 UNIT PRICING FORM

PROJECT NAME: McAllister Park Reconnection to Salado Central Greenway  
PROJECT NO. 26-00526

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
100.1	MOBILIZATION	L.S.	1	\$ 69,751.00	\$ 69,751.00	
100.2	INSURANCE & BOND	L.S.	1	\$ 15,218.00	\$ 15,218.00	
101.1	PREPARING RIGHT OF WAY	L.S.	1	\$ 30,839.00	\$ 30,839.00	
102.1	DEMOLISH EXISTING TRAIL	S.Y.	312	\$ 10.51	\$ 3,279.12	
104.1	EXCAVATION	C.Y.	1656	\$ 17.92	\$ 29,675.16	
107.2	EMBANKMENT	C.Y.	235	\$ 29.48	\$ 6,925.15	
107.2	EMBANKMENT (RETAINING WALL BACKFILL)	C.Y.	308	\$ 45.34	\$ 13,964.72	
200.1	FLEXIBLE BASE (2" COMPACTED DEPTH)	S.Y.	5226	\$ 4.78	\$ 24,980.28	
307.1	CONCRETE SIDEWALK DRAIN (INCLUDES PLATE)	LF	78	\$ 326.24	\$ 25,446.72	
307.1	CONCRETE CLASS C (ABUTMENT)	C.Y.	19.5	\$ 1,437.31	\$ 28,027.55	
307.1	CONCRETE CLASS C (APPROACH SLAB)	C.Y.	4.4	\$ 1,082.86	\$ 4,764.58	
307.1	1~10'x6'x12' BOX CULVERT	C.Y.	12	\$ 1,200.50	\$ 14,406.00	
307.1	CONCRETE RETAINING WALLS	S.F.	1175	\$ 61.99	\$ 72,838.25	
308.1	DRILL SHAFT (30")	LF	80	\$ 443.31	\$ 35,464.80	
502.1	5" CONCRETE TRAIL (INCLUDES REST AREAS & MILE MARKER CONCRETE)	S.Y.	6326	\$ 27.55	\$ 174,288.19	
502.1	8" CONCRETE TOE DOWNS (9" OVERALL DEPTH - 4" TOEDOWN)	C.Y.	72	\$ 288.32	\$ 20,888.78	
502.1	8" CONCRETE TOE DOWNS (36" OVERALL DEPTH - 31" TOEDOWN)	C.Y.	20	\$ 182.40	\$ 3,638.88	
502.1	8" CONCRETE TOE DOWNS (24" OVERALL DEPTH - 19" TOEDOWN)	C.Y.	85	\$ 204.42	\$ 17,385.92	
505.1	6" CONCRETE RIPRAP	S.Y.	166	\$ 29.38	\$ 4,877.08	
517.1	BRIDGE RAILING	L.F.	278	\$ 121.80	\$ 33,860.40	ADDED IN ADDENDUM #2
520.1	HYDROMULCH SEEDING	S.Y.	17517	\$ 0.36	\$ 6,306.12	
522.1	HANDRAIL (CITY STANDARD WITH TOE PLATE)	L.F.	22	\$ 80.32	\$ 1,767.04	REVISED IN ADDENDUM #2
530.1	BARRICADES, SIGNS AND TRAFFIC HANDLING	L.S.	1	\$ 4,520.75	\$ 4,520.75	
531.3	STOP SIGN (R1-1)	EACH	2	\$ 459.00	\$ 918.00	
535.5	12" WIDE WHITE STRIPE	L.F.	48	\$ 9.17	\$ 440.16	
535.5	24" WIDE WHITE STRIPE	L.F.	40	\$ 18.35	\$ 734.00	
531.59	WURZBACH PARKWAY - UNDER BRIDGE SIGN	EACH	2	\$ 663.00	\$ 1,326.00	
531.59	CAUTION - VEHICULAR TRAFFIC AHEAD SIGN	EACH	2	\$ 459.00	\$ 918.00	
531.59	BIKE PEDESTRIAN SIGN	EACH	2	\$ 867.00	\$ 1,734.00	
540.1	ROCK FILTER DAMS	L.F.	125	\$ 20.10	\$ 2,512.50	
540.6	CONSTRUCTION EXIT	S.Y.	445	\$ 8.93	\$ 3,973.85	
540.9	TEMPORARY SEDIMENT CONTROL SILT FENCE	L.F.	5666	\$ 2.92	\$ 16,544.72	
TxDOT 432	ROCK RIPRAP	CY	175	\$ 73.75	\$ 12,906.25	

CITY OF SAN ANTONIO  
025 UNIT PRICING FORM

PROJECT NAME: McAlister Park Reconnection to Salado Central Greenway  
PROJECT NO. 26-00526

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
SS 1000	PEDESTRIAN TRUSS BRIDGE SPAN	EACH	1	\$ 163,200.00	\$ 163,200.00	
2871A	METAL BENCH	EACH	1	\$ 739.00	\$ 739.00	
2871B	CREEK CROSSING AHEAD SIGN	EACH	2	\$ 1,324.00	\$ 2,648.00	
2871B	WAYFINDING SIGNS	EACH	2	\$ 1,324.00	\$ 2,648.00	
2871B	MILE MARKERS	EACH	1	\$ 1,325.00	\$ 1,325.00	
2871B	QUARTER MILE MARKERS	EACH	2	\$ 1,199.00	\$ 2,398.00	
2871C	REMOVABLE BOLLARDS	EACH	2	\$ 1,025.00	\$ 2,050.00	
2871D	2' BOULDERS	EACH	12	\$ 170.17	\$ 2,042.04	
2940.0	TREE PROTECTION FENCING	L.F.	5274	\$ 5.69	\$ 30,009.06	
2940.0	TREE ARMOR	EACH	50	\$ 74.00	\$ 3,700.00	
2940.0	CHAIN LINK FENCING FOR TREES	LF	671	\$ 9.10	\$ 6,106.10	
2940.0	TREATMENT OF EXISTING TREES - ARBORIST, EXTRA PROTECTION	LS	1	\$ 5,100.00	\$ 5,100.00	
SP 1000.1	PROJECT SIGNS	EACH	2	\$ 1,102.50	\$ 2,205.00	

Total Bid Amount: \$ 909,291.17

Joe L. Sanchez certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

Joe L. Sanchez Acknowledged and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts. J. Sanchez Contracting, Inc. agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed:  Date: 9/25/2012

### **030 EXPERIENCE AND QUALIFICATIONS**

**Prospective bidders must document that they are responsible, qualified, capable, bondable, etc., to fulfill and abide by the specifications listed herein, and have the capability and capacity, in all respects, fully to satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated in the last five (5) years by the City on any prior projects nor have any pending or current litigation with City for any construction project.**

1. All bidders' facilities, personnel and equipment may be subject to inspection before contract award.
2. Bids only will be considered from responsive businesses with experience in working in similar Municipal Park Improvements or Commercial Building Construction and demonstrated successful experience in constructing projects with a similar scope to the proposed project (including clearing, excavation, concrete work, asphalt paving, grading and landscaping).
3. List the number of years your organization has been doing business as a construction general contractor. 13 years. If less than three (3) years, on a separate page submitted with your bid and labeled as Attachment 2.4, kindly explain your organization's construction general contractor history.

#### **RELEVANT (SIMILAR) EXPERIENCE PROJECT SHEETS:**

**Bidder shall include a project sheet for, at minimum, three (3) previously projects with similar scope that have been successfully completed within the last five (5) years that demonstrate knowledge of sequencing and staging challenges in a limited area of work due to native plant material that is to be protected, as well as having heavy foot traffic with Public Access to open adjacent portions of a park. Project sheets should demonstrate specific experience with the City of San Antonio Development Services Tree Ordinance and Landscape Ordinance or other municipal tree preservation and landscaping regulations; Federal ADA requirements, as well as State TDLR requirements for site and Park Improvements.**

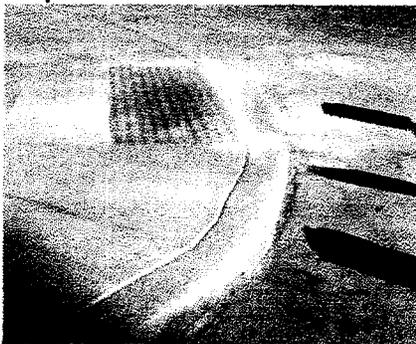
Each project sheet shall include:

- The Project name;
- Project scope, location;
- References (owner name with a phone number and email address);
- Original and final contract amount;
- Date of final completion
- Names of project manager, superintendent, estimator and project engineer.

Bids submitted without required experience or equivalent experience, as stated herein, and documentation of similar projects may be disqualified.

CITY OF SAN ANTONIO  
SAN ANTONIO, TEXAS

# 2010 SMP - PKG 4 ADA CURB RAMPS



**OWNER:**  
CITY OF SAN ANTONIO  
ALMA MARTINEZ-JIMENEZ  
210/206-8460

**START / COMPLETION:**  
JUL 2010  
OCT 2011

**CONTRACT:**  
\$748,510

**SQUARE FOOTAGE:**  
N/A

**DELIVERY:**  
HARD DOLLAR

**DESCRIPTION:**  
THE OBJECTIVE OF THIS PROJECT WAS TO PROVIDE SIDEWALKS AND CROSS WALKS THAT WERE COMPLIANT WITH ADA REQUIREMENTS AND MAKE THEM AVAILABLE TO THE COMMUNITY. THE WORK INCLUDED DEMOLITION OF EXISTING CURBS, SIDEWALKS AND CURB RAMPS AND INSTALLATION OF NEW ADA COMPLIANT SIDEWALKS, CURB RAMPS AND CURBS.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ  
CONTRACTING**  
*General Contracting*

J. SANCHEZ  
CONTRACTING, INC.

ADDRESS:  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

PHONE: 210.924.3696

CAMP STANLEY STORAGE ACTIVITY  
BOERNE, TEXAS

# PERIMETER ROAD PHASE III



**OWNER:**  
USACE-BALTIMORE  
LEROY SAMUELS  
410/854-0767

**START / COMPLETION:**  
JAN 2011  
OCT 2011

**CONTRACT:**  
\$2,783,180

**SQUARE FOOTAGE:**  
N/A

**DELIVERY:**  
NEGOTIATED

**DESCRIPTION:**  
JSDI MILLED EXISTING  
1.75 MILE 2-LANE ROAD  
FOR FUTURE SELECT  
FILL USAGE, GRIND OUT  
ALL SWALES & ROAD  
CUTS, PREPARED NEW  
SUBGRADE, INSTALLED  
NEW BASE & HMA, IN-  
STALLED NEW MULTI-  
BARREL BOX CULVERTS,  
RELOCATED UTILITIES,  
PROVIDED ALL SWPS  
BDAT AND RE-SEEDING,  
AND ALL STRIPING &  
SIGNAGE.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ**  
**CONTRACTING**  
*General Contracting*

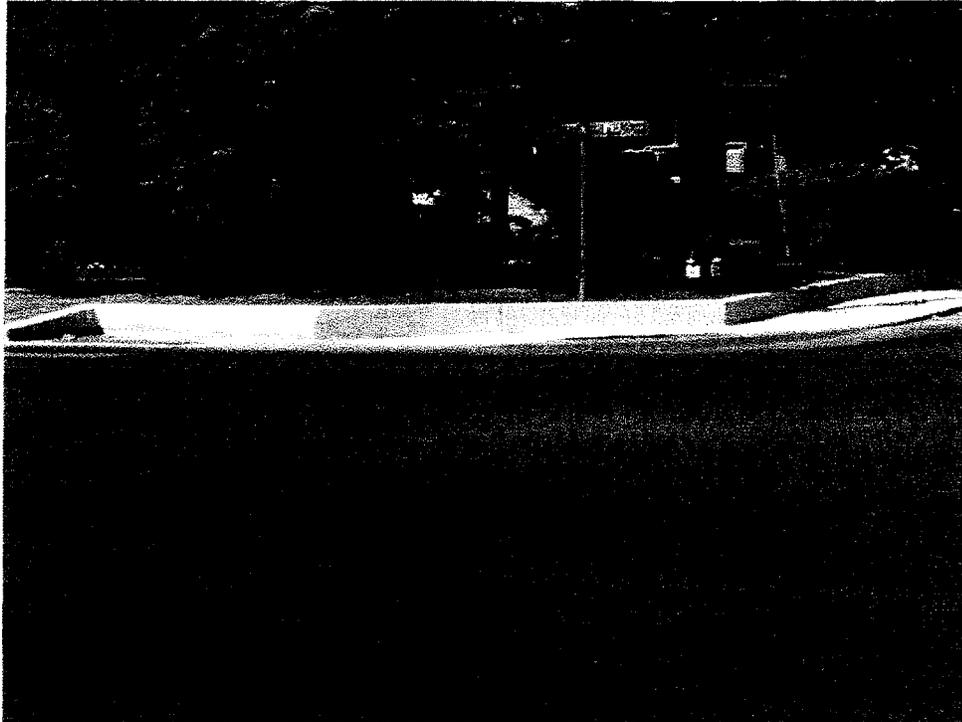
**J. SANCHEZ  
CONTRACTING, INC.**

**ADDRESS:**  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

**PHONE: 210.924.3696**

CITY OF SAN ANTONIO  
SAN ANTONIO, TEXAS

# NORTH NEW BRAUNFELS SIDEWALKS



**OWNER:**

CITY OF SAN ANTONIO  
DAVID HERNANDEZ  
210/207-6063

**START / COMPLETION:**

JUN 2010

AUG 2010

**CONTRACT:**

\$264,116

**SQUARE FOOTAGE:**

N/A

**DELIVERY:**

HARD DOLLAR

**DESCRIPTION:**

THE OBJECTIVE OF THIS PROJECT WAS TO INSTALL ADA COMPLIANT SIDEWALKS AND RAMPS ALONG APPROXIMATELY TWO MILES OF NORTH NEW BRAUNFELS AVENUE. THE WORK INCLUDED THE REMOVAL OF EXISTING SIDEWALKS, INSTALLATION OF NEW SIDEWALKS AND DRIVEWAYS, REPLACEMENT OF HMA PAVEMENT, PAVEMENT MARKINGS, REMOVAL AND RELOCATION OF IRRIGATION SYSTEM, INSTALLATION OF HIGHWAY TRAFFIC AND PEDESTRIAN SIGNALS, AND INSTALLATION OF A SIDEWALK BRIDGE RAMP. THIS PROJECT WAS COMPLETED DURING THE SUMMER MONTHS AS TO NOT INTERRUPT SCHOOL ZONE TRAFFIC.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ  
CONTRACTING**  
*General Contracting*

**J. SANCHEZ  
CONTRACTING, INC.**

ADDRESS:  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

PHONE: 210.924.3696  
FAX: 210.924.3694  
E-MAIL: JOE@JSCFSA.COM

FORT SAM HOUSTON  
SAN ANTONIO, TEXAS

# ROAD RUNNER PARKING LOT REPAIR



**OWNER:**

FORT SAM HOUSTON  
MICHAEL BETZALE  
210/326-7260

**START / COMPLETION:**

DEC 2007

DEC 2008

**CONTRACT:**

\$1,294,497

**SQUARE FOOTAGE:**

N/A

**DELIVERY:**

HARD DOLLAR

**DESCRIPTION:**

IN A 5-PHASE PROJECT JSDI REMOVED EXISTING 300,000 SF PARKING LOT ASPHALT AND BASE MATERIAL, INSTALLED NEW BASE, HAMC, STRIPING AND SIGNAGE, ADA RAMPS, SIDEWALKS, AND CURBING. PROVIDED ALL SWP3 BDAT AND HYDROMULCH.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ  
CONTRACTING**  
*General Contracting*

J. SANCHEZ  
CONTRACTING, INC.

ADDRESS:  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

PHONE: 210.924.3696  
FAX: 210.924.3694  
E-MAIL: JDE@JSDI-SA.COM

CAMP STANLEY STORAGE ACTIVITY

BOERNE, TEXAS

# PARKING LOT / DRIVE WAY CONSTRUCTION, BLDG 610



**OWNER:**

USAGE-FT WORTH  
TOM KEYES  
210/422-3267

**START / COMPLETION:**

NOV 2011

JAN 2012

**CONTRACT:**

\$519,402

**SQUARE FOOTAGE:**

N/A

**DELIVERY:**

NEGOTIATED

**DESCRIPTION:**

JSDCI PREPARED 20,000 SF OF ROCKY LAND AND CONSTRUCTED A NEW DOUBLE-MAT ASPHALT DRIVEWAY FOR HEAVY TRUCKS, AND 24,000 SF OF 8" CONCRETE FOR HEAVY EQUIPMENT STAGING. THE PROJECT INCLUDED PRIMARY POWER LINE WORK, A 300 LF RETAINING WALL, AND HYDROM-ULCH WITH RECP.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ**  
**CONTRACTING**  
*General Contracting*

**J. SANCHEZ**  
**CONTRACTING, INC.**

ADDRESS:  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

PHONE: 210.924.3696  
FAX: 210.924.3694  
E-MAIL: JOE@JSDCI-SA.COM

FORT SAM HOUSTON  
SAN ANTONIO, TEXAS

# REPAIR WILSON ROAD



**OWNER:**

FORT SAM HOUSTON  
TOM FALK  
210/221-5652

**START / COMPLETION:**

DEC 2008  
AUG 2009

**CONTRACT:**

\$946,370

**SQUARE FOOTAGE:**

N/A

**DELIVERY:**

NEGOTIATED

**DESCRIPTION:**

IN A 2-PHASE PROJECT JSCI REMOVED EXISTING 3-LANE, 1500 LF OF 3-LANE PRIMARY ROAD AND UNSATISFACTORY FILL, LIME STABILIZED SUBGRADE, PLACED DOUBLE-BASE COURSE LIFTS AND DOUBLE-MAT HMAC, PLUS ALL CURB AND SIDEWALKS, STRIPING AND SIGNAGE, PROVIDED ALL SWP3 BDAT AND HYDROMULCH.

WE STRIVE TO DELIVER THE ABSOLUTE HIGHEST QUALITY OF WORK

 **J. SANCHEZ**  
**CONTRACTING**  
*General Contracting*

**J. SANCHEZ**  
**CONTRACTING, INC.**

ADDRESS:  
204 DUNTON STREET  
SAN ANTONIO, TX, 78226

PHONE: 210.924.3696

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, J. Sanchez Contracting, Inc.

204 Dunton St., San Antonio, Texas 78226-1840

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the International Fidelity Insurance Company,

of One Newark Center, Newark, NJ 07102, a corporation duly organized under

the laws of the State of New Jersey, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of San Antonio as Obligee, hereinafter called the Obligee,

in the sum of \*\*\* FIVE PERCENT OF TOTAL AMOUNT BID \*\*\*

Dollars ( 5% TAB ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

McAllister Park Reconnection to Salado Central Greenway

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of September, 2012.

[Signature]  
\_\_\_\_\_  
Witness

J. Sanchez Contracting, Inc. (Seal)  
\_\_\_\_\_  
Principal  
Joe L. Sanchez, President Title

[Signature]  
\_\_\_\_\_  
Witness

International Fidelity Insurance Company  
By [Signature]  
Betty J. Reel Attorney-in-Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

MICHAEL D. HENDRICKSON, JOSEPH HAL CLAYBURNE, GARY W. WHEATLEY, BETTY J. REEH,  
PAT J. MOORE, RICHARD A. DEAL, BRYAN K. MOORE, CLARK D. FRESHER, JENNIFER J. CLARK

San Antonio, TX.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and;
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

*[Signature]*  
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*[Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25th day of September, 2012

*[Signature]*  
Assistant Secretary

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de International Fidelity Insurance Company's para información o para someter una queja al:

1-800-333-4167

Usted también puede escribir a International Fidelity Insurance Company:

Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **McAllister Park Reconnection to Salado Central Greenway**

RESPONDENT NAME: J. Sanchez Contracting, Inc.

SOLICITATION API: **Small Business Enterprise (SBE) Subcontracting AND Minority/Woman Enterprise (MWBE) Subcontracting Programs**

**API REQUIREMENTS:** Respondents must demonstrate commitment to satisfy a **twenty-three percent (23%) SBE subcontracting goal AND a seventeen percent (17%) MWBE subcontracting goal.** Self-performance by S/M/WBE prime respondents does not count toward these subcontracting goals. **In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and MWBE subcontracting goals shall render its response NON-RESPONSIVE.**

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency **and** be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals. For further clarification, please contact Aurora Perkins, at (210) 207-3996.

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions and renewals. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
<b>SECTION 1. PRIME</b>				
Name: J. Sanchez Contracting, Inc.	\$647,891.17	71.27%	HABE MBE SBE #: 212029474	General Contractor
<b>SECTION 2. SUBCONTRACTOR(s):</b>				
1. Name: Hill Country Bridge, Inc.	\$231,900	25.5%	ESBE SBE WBE #: 211020312	237310: Bridge Construction
2. Name: Flasher Equipment Company	\$10,500	1.15%	SBE #: 210077606	237310: Striping/Barricades
3. Name: Fuquay, Inc.	\$19,000	2.08%	WBE SBE #: 211059101	237310: Erosion Control
4. Name:	\$	%	#:	
5. Name:	\$	%	#:	
Total Prime Participation:	\$647,891.17	71.27%	#:	
Total Sub Participation:	\$261,400	28.73%	#:	
Total Prime & Sub Participation:	\$909,291.17	100%	#:	
Total Certified Sub Participation:	\$261,400	28.73%	#:	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED AGENT

Joe L. Sanchez, President

TITLE

September 25, 2012

DATE

210-924-3696

PHONE

\*\*\*\*\*

FOR CITY USE

Action Taken:                      **Approved** \_\_\_\_\_                      **Denied** \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

**CITY OF SAN ANTONIO  
DEPARTMENT OF CAPITAL IMPROVEMENTS MANAGEMENT SERVICES  
CONTRACT SERVICES DIVISION**

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF MCALLISTER PARK RECONNECTION TO SALADO CENTRAL GREENWAY - (26-00526)

FOR WHICH BIDS WILL BE OPENED ON September 25, 2012

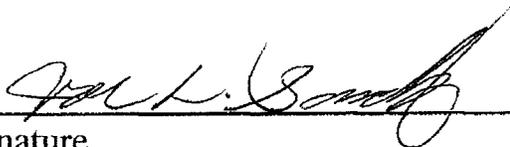
THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: J. Sanchez Contracting, Inc.

Address: 204 Dunton Street

City/State/Zip Code: San Antonio, Texas 78226

Date: September 25, 2012

  
\_\_\_\_\_  
Signature

Joe L. Sanchez, President  
\_\_\_\_\_  
Print Name/Title

**CITY OF SAN ANTONIO  
DEPARTMENT OF CAPITAL IMPROVEMENTS MANAGEMENT SERVICES  
CONTRACT SERVICES DIVISION**

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF MCALLISTER PARK RECONNECTION TO SALADO CENTRAL GREENWAY - (26-00526)

FOR WHICH BIDS WILL BE OPENED ON September 25, 2012

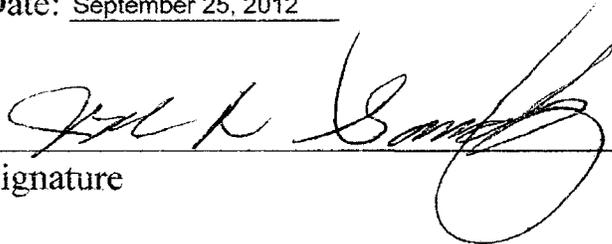
THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: J. Sanchez Contracting, Inc.

Address: 204 Dunton Street

City/State/Zip Code: San Antonio, Texas 78226

Date: September 25, 2012

  
\_\_\_\_\_  
Signature

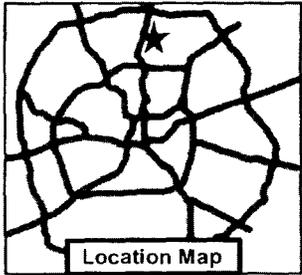
Joe L. Sanchez, President  
\_\_\_\_\_  
Print Name/Title

**Exhibit 1**

Project Nbr	Project Name	Date Opened	Council District	Dept Division	Project Manager
26-00526	Salado Creek Greenway - McAllister Reconnection	9/25/2012	9	Parks & Recreation	Agdel Rivera

Bid Results	
Bidder Name	Total Bid
Allbrite Construction	\$1,350,371.88
Alpha Building corporation	\$1,858,471.00
CGC General Contractors, Inc.	\$1,072,213.24
EZ-Bel Construction, LLC	\$1,190,637.40
J Sanchez Contracting	\$909,271.17
Journeyman Construction	\$1,220,277.00
Myers Concrete, LLC.	\$1,034,510.30
Pronto Sandblasting & Coating & Oil Field Services	\$1,110,747.09
Shannon Monk Inc.	\$1,089,872.71
Tropical Contracting, LLC	\$918,184.92

# Salado Creek Greenway - McAllister Reconnection



McAllister Park

STARCREST

Re-connection to existing Salado Greenway Trail

Connection to TxDOT Trails (under construction)

San Antonio International Airport

## LEGEND

- ■ ■ Proposed 1-mile Salado Re-Connection Trail
- TxDOT Wurzbach Pkwy Trail (under construction)
- ▬ Existing Salado Greenway Trail

0 260 520 1,040 Feet



**CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN**  
**THE STATE OF TEXAS**  
**AND**  
**THE CITY OF SAN ANTONIO, TEXAS**  
**FOR**  
**THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY**  
**OF WURZBACH PARKWAY**  
**IN THE CITY OF SAN ANTONIO, TEXAS**

State of Texas

County of Travis

**THIS AGREEMENT**, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State" represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of San Antonio, hereinafter called the "City", acting by and through the Director of Public Works, hereunto duly authorized.

**WITNESSETH**

**WHEREAS**, the State owns, operates, and maintains a system of highways for public use and benefit, including Wurzbach Parkway (PA 1502) in the City of San Antonio, Bexar County, Texas; and

**WHEREAS**, the City desires and has requested authority to construct hike and bike trail improvements within the right of way of Wurzbach Parkway at Mud Creek at the location shown on construction plans, entitled "Salado Creek Greenway, McAllister Reconnection To Salado Central Greeway – 1.03 Miles, San Antonio, Tx", hereinafter referred to as the "Facility", attached hereto as Exhibit "A" and made a part of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### Construction Responsibilities

The following conditions shall apply until construction of the Facility is completed and accepted by the State in accordance with paragraph no. 1 under Maintenance Responsibilities.

1. The State grants to the City permission to construct the Facility within the highway right-of-way as shown on Exhibit "A". It is understood and agreed that the State does not purport, hereby, to grant any right, claim, title or easement in, across or upon said properties other than that described above.
2. The City at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed roadway sections, drainage facilities, appurtenances, and incidental items thereto. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given no changes or alterations shall be made without the written approval of the State.
3. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, San Antonio, Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.
4. The City, its contractors, or agents, shall submit a traffic control plan, to be included in Exhibit "A", providing for detours, barricades, warning signs, flares, flashing light signals, and flagmen as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in San Antonio. The City shall notify the State at least 48 hours prior to beginning any work on the Facility.
5. The City shall construct, or have constructed, at its entire cost and expense, the proposed roadway sections, drainage facilities and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or his authorized representative. The City, its contractors or agents, shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse effect on public use of the highway or the safety and convenience of the traveling public.
6. Upon completion of the work authorized herein, the City shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the roadway sections and drainage facilities in their completed state, to the State's District Engineer in San Antonio for the permanent records of the State.
7. The City or the City's contractors agree to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, bridges, signs, and other highway facilities owned by the State, when such damages are caused by the City's construction, operation, maintenance or rehabilitation of the Facility. To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or connected with work on the Facility including, but not limited to all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from defending any such suits brought against it. In addition, the City shall require its contractor(s) and

subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms.

Adequate insurance, as a minimum shall mean the City's contractors shall furnish the State with the Texas Department of Transportation's Certificate of Insurance, attached hereto as **Exhibit "B"**, covering the below listed insurance coverages:

- A. Worker's Compensation Insurance Amount – Statutory
- B. Commercial General Liability Insurance:  
Amounts – Bodily Injury/Property Damage \$600,000 combined single limit each occurrence  
and in the aggregate
- C. Texas Business Automobile Liability Insurance:  
Amounts – Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor shall be responsible for any deductions stated in the policy.

- 8. In the event the State determines that the City's construction of the Facility materially interferes with or adversely affects the general highway use, the State will consult with the City, and such modifications or remedial actions required by the State for the continued construction of the Facility will be accomplished, and shall be done at the sole expense of the City.
- 9. The City, at its own expense, will:
  - A. Comply with all federal, state, municipal, and other laws, codes, ordinances, rules, and regulations applicable to the facility whether same are in existence on the execution date of this agreement or become effective during the term of this agreement;
  - B. Comply with such regulations as the State may promulgate regarding sanitation, cleanliness, and other health and/or environmental matters, including, without limitation, removal of graffiti, garbage, trash, and other waste; and
  - C. Install, remove, and alter such equipment and appurtenances in, and make such alterations to, the Facility as may be necessary so as to comply with the foregoing (A) and (B); and
  - D. Use the highest degree of care and all proper safeguards to prevent pollution of air, soil, and water in, on and around the Facility.

The City will not permit any unlawful use of the Facility, and will not commit or permit anyone else to commit an act which might, in the exclusive judgement of the State, appreciably damage the State's goodwill or reputation, or tend to injure or depreciate the value of the highway right of way and/or any improvements located thereon. The City shall furnish to the State, within a reasonable time of receipt by the City, copies of any and all notices and/or correspondence received by the City from any governmental entity or other entity or person indicating violation or possible violation of any laws or other regulations in regard to the construction of the Facility.

The City, at its sole cost and expense, shall take any and all corrective action deemed necessary or desirable by the State, and as required by any applicable federal, state, municipal, and other laws, codes, ordinances, rules, and regulations to cleanup, remove and abate any and all soil contamination, groundwater contamination or any other contamination of the highway right of way caused directly or indirectly by any release or discharge of any hazardous, toxic, or otherwise harmful substances in, on, under and around the Facility by the City and/or the City's employees, agents, representatives, contractors, permittees, invitees or any other persons occupying the Facility or any portion thereof by, through or under the City.

10. In the event that the State determines, for reasons other than those specified in paragraph 8, that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility prior to acceptance of the Facility, such alterations to the Facility shall be at no expense to the State.

### **Maintenance Responsibilities**

1. Upon satisfactory completion of construction of the Facility, the State will issue a letter of acceptance to the City, and the maintenance responsibilities shall be in accordance with the current Municipal Maintenance Agreement, except as follows:
  - A. The City shall be responsible for all future maintenance/repair to the Facility located within the right of way of Wurzbach Parkway (PA 1502).

### **General**

1. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.
2. The City shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the State.
3. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
4. No member, officer or employee of the State of Texas, Bexar County, the City of San Antonio or of a local public body during his tenure shall have any interest, direct or indirect, in this Agreement or the benefits/proceeds thereof.
5. The City and the State, by execution of this Agreement, do not waive or relinquish any right which they may have under the law or constitution, State or Federal.
6. In the event either party hereto fails to comply with the terms as set out herein, the other party hereto may take such action as it deems appropriate to compel compliance. Should the City fail to comply with the obligations agreed to in this Agreement, the State will notify that breach of contract has occurred. Within not less than thirty (30) days from the State's written notification, the City must remedy the breach as outlined by the State. In the event the City does not remedy the breach, the State may take over the work on the drainage project and prosecute the work until completion. In such case, the City shall be liable to the State for the cost of completing the work and any additional cost occasioned by the State.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates below stated.

**THE CITY OF SAN ANTONIO**

**THE STATE OF TEXAS**

Certified as being executed for the purpose and effect of activating and/or carrying out of the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Mario G. Medina, P.E.

San Antonio District Engineer  
Title

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Operations

**List of Exhibits:**

- A. Construction plans, including traffic control plans, entitled "Salado Creek Greenway, McAllister Reconnection To Salado Central Greenway - 1.03 Miles, San Antonio, Tx"
- B. Contractor's Certificate of Insurance.

C:\C&MSaladoReconnect.doc  
Revised August 31, 2012



**NOTES TO AGENTS:**

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

**GROUP HEALTH** or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

**MANUFACTURERS'** or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**BUSINESS AUTOMOBILE POLICY:**

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

**BASIC AUTOMOBILE LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

**MAIL ALL CERTIFICATES TO:**

Texas Department of Transportation  
CST – Contract Processing Unit (RA/200 – 1st Fl.)  
125 E. 11th Street  
Austin, TX 78701-2483  
512/416-2540 (Voice), 512/416-2536 (Fax)