

AN ORDINANCE 2012 - 09 - 20 - 0724

AWARDING A CONSTRUCTION CONTRACT TO CGC GENERAL CONTRACTOR'S, INC. IN AN AMOUNT NOT TO EXCEED \$1,915,000.00 IN CONNECTION WITH THE SALADO CREEK GREENWAY - HARDBERGER PARK TO WALKER RANCH PARK (WEST AVENUE), A 2005 PROPOSITION 2 SALES TAX INITIATIVE FUNDED PROJECT LOCATED IN COUNCIL DISTRICTS 8 AND 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 RIGHTS-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, this ordinance will authorize the construction of a hike and bike trail system along the Salado Creek Greenway from Hardberger Park to Walker Ranch Park (West Avenue), 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 the TxDOT rights-of-way along Salado Creek at Blanco Road and at Wurzbach Parkway; and

WHEREAS, design work was performed by Rehler Vaughn & Koone, Inc. Architects; and

WHEREAS, the construction bid was advertised the last week of June 2012 and first week of July 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, six bids were received and CGC General Contractor's, Inc. was selected with the low base bid of \$1,915,000.00; 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 new 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 an SBE subcontracting goal of 20% and 15% M/WBE subcontracting goal for this contract; and

WHEREAS, the CGC General Contractor's, Inc. proposed SBE subcontractor participation of 88.77% and 23.50% M/WBE subcontractor participation is to be completed by certified small, minority, women-owned businesses located within the San Antonio Metropolitan Statistical Area; and

WHEREAS, in addition, the CGC General Contractor's, Inc. 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 lowest responsive bid from CGC General Contractor's, Inc. in an amount not to exceed \$1,915,000.00 in connection with the Salado Creek Greenway - Hardberger Park to Walker Ranch Park (West Avenue) Project, is hereby accepted. The City Manager or her designee, or the Director of the Capital Improvements Management Services Department or his designee, is authorized to execute a construction contract with CGC General Contractor's, Inc. in an amount not to exceed \$1,915,000.00 in connection with said Project. A copy of the contractor's executed Formal Invitation for Bids and Contract 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 Department of Parks and Recreation or his designee, is authorized to execute an agreement with Texas Department of Transportation to allow for the construction and maintenance of Salado Creek Greenway trail improvements within their rights-of-way. A copy of the 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 \$2,166,500.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 26-00080, Salado Creek Greenway (Hardberger to Water Ranch), is authorized to be encumbered and made payable to CGC General Contractor's, Inc., 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.

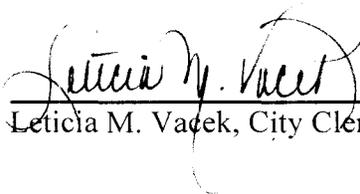
SECTION 5. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 20th day of September, 2012.



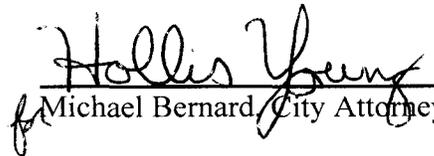
M A Y O R
Julián Castro

ATTEST:

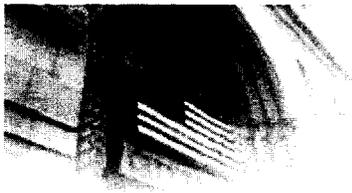


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

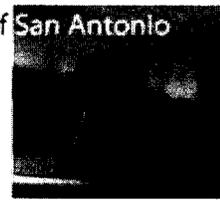


Michael Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 16

Name:	8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22B, 23, 24, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45						
Date:	09/20/2012						
Time:	10:55:21 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance awarding a construction contract to CGC General Contractor's, Inc . in an amount not to exceed \$1,915,000.00 in connection with the Salado Creek Greenway - Hardberger Park to Walker Ranch Park (West Avenue) , a 2005 Proposition 2 Sales Tax Initiative funded project located in Council Districts 8 and 9; and authorizing an agreement with Texas Department of Transportation to allow for the construction and maintenance of Salado Creek Greenway trail improvements within their rights-of-way. [Ed Belmares, Assistant City Manager; Xavier Urrutia , Director, Parks & Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				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			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

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 FM 2696 @ SALADO CREEK &
PA 1502 @ SALADO CREEK
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, Texas, 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 FM 2696 (Blanco Road) and PA 1502 (Wurzbach Parkway) 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 FM 2696 (Blanco Road) and PA 1502 (Wurzbach Parkway) @ Salado Creek at the location shown on construction plans, entitled "Salado Creek Greenway Northern Segment, Hardberger Park to West Avenue (2.4 Miles in Length)", 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 FM 2696 and 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 or 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 Maintenance

List of Exhibits:

- A. Construction plans, including traffic control plans, entitled "Salado Creek Greenway Northern Segment, Hardberger Park to West Avenue (2.4 Miles in Length)".
- B. Contractor's Certificate of Insurance.

C:\C&MFM2696@SaladoCreek.doc
Revised May 14, 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.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

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.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

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:

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

BUSINESS AUTOMOBILE POLICY:

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

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

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a 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)

CITY OF SAN ANTONIO

Issued By: CIMS Department
ID NO.: 26-00080

Date Issued: June 25, 2012
Page 1 of 1

**FORMAL INVITATION FOR BIDS (IFB) and CONTRACT
SALADO CREEK GREENWAY NORTHERN SEGMENT:
(HARDBERGER PARK TO WEST AVENUE)- (26-00080)**

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, July 24, 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-submittal conference will be held at 12603 West Ave. San Antonio, Texas 78216 in the Walker Ranch Park on July 10, 2012 at 8:30 a.m.

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	060 Supplemental Conditions
025 Unit Pricing Form	060 Performance Bond
030 Experience & Qualifications	060 Payment Bond
040 Standard Instructions to Respondent	080 General Conditions for COSA Construction Contracts
050.01 SBEDA Guidelines	060 Heavy/Hwy Wage Decision

Plans, Specifications and Special Conditions may be purchased at a cost of ~~\$175.00~~ per set (tax included) from the office of RVK Architect 745 E. Mulberry Ave., San Antonio, TX 78212 Phone- (210) 733-3535. No refund will be made for plan sets that are returned. Addenda will be posted on the web at 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 RVK Architect. 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 180 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/dha.aspx#01>.

This project is a qualified low bid project. Bids submitted without required experience or equivalent experience and documentation of similar projects may be disqualified.

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): CGC General Contractors, Inc.

William Cleary 7-24-12
Original Signature of Person Authorized to Sign Bid/Contract Date Signer's Name: William Cleary
(Please Print or Type)

CITY OF SAN ANTONIO

Project Name: North Salado Creek Greenway 26-00080
ID NO.: 26-00080-01-10

Date Issued: June 25/2012
Page 1 of 1

020

BID FORM

The estimated construction budget for this contract is \$2,023,996.00

I. BASE BID

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

One million nine hundred fifteen thousand dollars and 00/100 \$ 1,915,000.00

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

_____ \$ _____

II. ALTERNATES

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

Additive Alternate #1 - N/A

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

N/A \$ N/A

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)

CGC General Contractors, Inc.

210-733-3600

Official Name of Company (legal)

Telephone No.

239 Furr Dr.

210-732-0807

Address:

Fax No.

San Antonio, Tx., 78201

admin@cgcgeneralcontractors.com

City, State and Zip Code

E-mail Address

Name of the proposed Project Manager: William Cleary

Name of the proposed Site Superintendent: Robert Mellard

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

12 JUL 24 PM 1:44

PROJECT NAME: North Salado Creek Greenway
PROJECT NO. 26-00080

ALT. NO.	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
	1			Silt fence	1 l.f.		2.52		
	2			Sawcut existing asphalt or concrete paving	10 l.f.		12.52		
	3			Asphalt removal and disposal	1 c.y.		25.21		
	4			Concrete removal and disposal	1 c.y.		36.63		
	5			Invasive plant removal in trail corridor	1000 s.f.		211.12		
	6			Misc. debris removal in trail corridor	1000 s.f.		155.45		
	7			Relocation of two existing utility poles (location to be approved by service provider), relocation of existing temporary electrical service per Note 29 on Sheet L-1.01, and location of two existing temporary office trailers. Trailers to be relocated in same general meadow area. Specific location to be determined by Owner. Trailers are to be reset and in fully operational condition as they are now.	lump sum		18155.25		
	8			Excavation / trenching (rock wheel trencher) - 12" depth	10 l.f.		22.31		
	9			Excavation trenching (rock wheel trencher) - 24" depth	10 l.f.		30.33		
	10			Sub base and 3" ATB depth including excavation reqd. 2/C4.00	1 s.y.		18.15		
	11			Geogrid Spec. Section 321123 / and detail 7/C4.00	1 s.y.		33.33		
	12			Trail edge beam in detail; 24" depth; detail 3/C4.00	10 l.f.		120.22		
	13			Trail edge beam in detail; 12" depth; detail 3/C4.00	10 l.f.		84.45		
	14			Concrete trail (5" thickness); detail 3/C4.00	1 s.y.		84.45		
	15			Concrete sidewalk (4" thickness); detail 1/C4.03	1 s.y.		71.25		
	16			Asphalt pavement 2" depth per Sec. 321216; detail 7/C4.00	1 s.y.		55.55		
	17			Abrasive blast finish to expose aggregate surface of concrete work; concrete finishing	10 s.f.		12.52		
	18			Concrete stain per Spec. 033510	1 s.f.		1.15		
	19			GeoPave porous paving including all crushed granite complete in place	1 s.f.		8.52		
	20			Paint crosswalk striping; detail 4/C4.03	1 l.f.		22.22		
	21			Decorative steel fence; detail 1/L2.05	1 l.f.		45.45		
	22			Decorative steel gate; detail 1/L2.05	1 each		1100.52		

PROJECT NAME: North Salado Creek Greenway
PROJECT NO. 26-00080

ALT. NO.	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
	23			Four wire fence and cedar posts; detail 2/L2.05	10 l.f.		140.14		
	24			Vehicular gate; detail 1/L2.06	1 each		4664.5		
	25			Speed bump; detail 2/C1.01	1 each		1212.25		
	26			Toilet enclosure; detail 9/L2.06	1 each		1212.25		
	27			Bike Rack; detail 11/L2.06	1 each		335.35		
	28			Trash receptacles; Sec. 05500, det. 5/L2.01	1 each		1333.25		
	29			Removable bollards; Sec. 05500, det. 5/L2.01	1 each		1442.25		
	30			Wood bollards; detail 6/L2.01			75.65		
	31			Import boulders (traffic control / aesthetics); detail 5/L2.03	1 ton		225.25		
	32			Import boulders for seating; detail 4/L2.03			650.52		
	33			Multi-mitt post and assembly labor; detail 12/L2.06	1 each		120.25		
	34			Project sign; refer specs	1 each		350.52		
	35			SAPAR graphic sign panel; detail 3/L2.07			1212.25		
	36			Typical City Salado Creek Grounds Sign (Owner furnished; contractor installed)			225.25		
	37			Mini-kiosk structure for single panel / detail 8a/L2.02	1 each		4664.25		
	38			Mini-kiosk structure for double panel; detail 8/L2.02	1 each		5664.25		
	39			Steel ordinance sign structure; detail 2/L2.04	1 each		650.65		
	40			Steel wayfinding sign structure; detail 2/L2.04	1 each		1220.25		
	41			Steel mile markers/ high water structure; detail 6/L2.04	1 each		1440.44		
	42			Steel quarter mile / trail grade structure; detail 5/L2.04	1 each		1212.12		
	43			Wayfinding sign (wood post); detail 4b/L2.04	1 each		210.21		
	44			Accessible parking / no parking structure; detail 6/L2.03	1 each		850.12		
	45			Kiosk top arch panel (single sided); detail 1/L2.02	1 each		310.25		
	46			Kiosk top arch panel (double sided); detail 1/L2.02	1 each		535.35		
	47			Kiosk graphic panel (Voelcker); detail 9/L2.02	1 each		625.25		
	48			Kiosk graphic panel Walker Ranch; detail 9/L2.02	1 each		625.25		
	49			Kiosk graphic panel (Huebner to Blanco); already existing	1 each		0		
	50			Ordinance/wayfinding top arch panel; detail 1/L2.04	1 each		245.52		
	51			Ordinance middle info panel; detail 2/L2.04	1 each		625.25		
	52			Ordinance / wayfinding lower panel (red lettering); detail 2/L2.04	1 each		625.25		
	53			Wayfinding middle panel (Voelcker Trailhead); detail 1/L2.04	1 each		625.25		

PROJECT NAME: North Salado Creek Greenway
PROJECT NO. 26-00080

ALT. NO.	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
	54			Wayfinding middle panel (Wirzbach ramp); detail 1/L2.04	1 each		625.25		
	55			Wayfinding middle panel (Walker Ranch Trailhead); detail 1/L2.04	1 each		625.25		
	56			Accessible parking/No parking top arch panel; detail 6/L2.03	1 each		75.75		
	57			Accessible parking lower panel; detail 8/L2.03	1 each		110.12		
	58			No parking lower panel; 7/L2.03	1 each		110.12		
	59			Mile marker SNF 1.00 upper panel; detail 4/L2.04	1 each		65.65		
	60			Mile marker SNF 1.00 lower panel; detail 4/L2.04	1 each		110.12		
	61			High water warning upper panel; detail 4/L2.04	1 each		65.65		
	62			High water warning lower panel; detail 4/L2.04	1 each		110.12		
	63			Quarter mile marker SNG 0.50 upper panel; detail 3/L2.04	1 each		65.65		
	64			Quarter mile marker SNG 0.50 lower panel; detail 3/L2.04	1 each		65.65		
	65			Quarter mile marker SNG 0.25 upper panel; detail 3/L2.04	1 each		65.65		
	66			Quarter mile marker SNG 0.25 lower panel; detail 3/L2.04	1 each		65.65		
	67			Quarter mile marker SNF 0.50 upper panel; detail 3/L2.04	1 each		65.65		
	68			Quarter mile marker SNF 0.50 lower panel; detail 3/L2.04	1 each		65.65		
	69			Quarter mile marker SNF 0.75 upper panel; detail 3/L2.04	1 each		65.65		
	70			Quarter mile marker SNF 0.75 lower panel; detail 3/L2.04	1 each		65.65		
	71			Quarter mile marker SNG 1.25 upper panel; detail 3/L2.04	1 each		65.65		
	72			Quarter mile marker SNF 1.25 lower panel; detail 3/L2.04	1 each		65.65		
	73			Quarter mile marker SNF 1.50 upper panel; detail 3/L2.04	1 each		65.65		
	74			Quarter mile marker SNF 1.50 lower panel; detail 3/L2.04	1 each		65.65		

PROJECT NAME: North Salado Creek Greenway
PROJECT NO. 26-00080

ALT. NO.	ITEM NO.	DESC. CODE	S.P. NO	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
	75			Quarter mile marker SNF 1.75 upper panel; detail 3/L2.04	1 each		65.65		
	76			Quarter mile marker SNF 1.75 lower panel; detail 3/L2.04	1 each		65.65		
	77			Trail grades in excess 5% ahead upper panel; detail 3/L2.04	1 each		65.65		
	78			Trail grades in excess 5% ahead lower panel; detail 3/L2.04	1 each		65.65		
	79			Bridge street sign (Blanco Rd.); detail 9/L2.04	1 each		110.12		
	80			Bridge street sign (Wurzbach Pkwy.); detail 9/L2.04	1 each		110.12		
	81			SAPAR provided graphic panel at outdoor classroom; 3/L2.07	1 each		2321.21		
	82			Salado Creek Greenway (city sign)	1 each		0		
	83			Trail narrows ahead; detail 7a/L2.04	1 each		95.95		
	84			Wayfinding sign panel on wood posts; detail 4a/L2.04	1 each		98.95		
	85			Cast bronze medallion; detail 5/L2.05	1 each		1950.52		
	86			Boulder retaining wall, detail 1/S2.1	10 l.f.		3300.25		
	87			Landscape seed shade mix, Sec. 329219	1000 s.f.		255.55		
	88			Landscape seed sun mix, Sec. 329219	1000 s.f.		255.55		
	89			Post Oak (<i>Quercus stellata</i>) tree, 3" caliper	each		555.55		
	90			Escarpment Live Oak (<i>Quercus fusiformis</i>) tree, 3" caliper	each		555.55		
	91			Cedar Elm (<i>Ulmus crassifolia</i>) tree, 3" caliper	each		555.55		
	92			Texas Redbud (<i>Cercis canadensis Texensis</i>) tree, 3" caliper	each		555.55		
	93			Mexican Buckeye (<i>Ungnadia speciosa</i>) tree, 2" caliper	each		555.55		
	94			Possumhaw Holly (<i>Ilex decidua</i>) tree, 30" box	each		455.55		
	95			Eve's Necklaca (<i>Sophora affinis</i>) tree, 30 gallon	each		455.55		
	96			Culvert below trail; detail 1/C4.00	1 l.f.		444.44		
	97			Concrete flush curb; detail 6/C4.03	1 l.f.		12.12		
	98			Treegator drip irrigation bags	1 each		225.25		
	99			Temporary irrigation	1 month		16602.25		
	100			Buffalo grass seed (<i>Buchloe dactyloides</i>) 'Density'	1 s.f.		0.38		
	101			Buffalo grass sod (<i>Buchloe dactyloides</i>) 'Density'	1 s.y.		36.66		

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 by the City any prior projects nor had any 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. 20 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.

Relevant (Similar) Experience Project Sheets

Phil Hardberger Park Phase II

Owner: City of San Antonio
Owner Contact: Pat Schneider, 210-207-8466
Architect: Stephen Stimson Associates
Architect Contact: Tom Lee, 508-548-8119
Contract Amount: \$ 1,543,200.00
Dates, Start to Completion: 21-May-09 – 15-Aug-10

Scope of Work:

Consists of the construction of selective clearing, selective pruning, concrete paving, decomposed granite paving, basketball courts, playgrounds, grading, accessible trails, signage, picnic tables and grills, irrigation, and landscaping.

Status of Occupancy: Unoccupied
Percent Self-Performed: 20%

Phil Hardberger Park Phase IA

Owner: City of San Antonio
Owner Contact: Pat Schneider, 210-207-8466
Architect: Stephen Stimson Associates
Architect Contact: Tom Lee, 508-548-8119
Contract Amount: \$ 2,238,424.00
Dates, Start to Completion: 25-Jan-09 – 15-May-10

Scope of Work:

Consists of the construction of selective demolition, selective clearing, selective pruning, asphalt and concrete paving, grading, accessible parking, accessible trails, wood decks and bridges, signage and security site lighting, irrigation, and landscaping.

Status of Occupancy: Unoccupied
Percent Self-Performed: 20%

Salado Creek Greenway Central Segment

Owner: City of San Antonio
Owner Contact: Brandon Ross, 210-270-6101
Architect: CFZ Group
Architect Contact: Albert Fernandez, 210-366-1911
Contract Amount: \$ 2,215,523.26
Dates, Start to Completion: 15-April-08 – 23-April-09

Scope of Work:

Consists of the construction of selective demolition, selective clearing, selective pruning, asphalt and concrete paving, colored concrete sidewalks, concrete bridges, grading, accessible parking, striping, accessible trails, water fountains, signage and site lighting, and seeding and tree installation.

Status of Occupancy: Unoccupied
Percent Self-Performed: 20%

New Parking Lot for San Antonio College

Owner: ACCD
Owner Contact: Louis Kneusel, 210-733-2246
Architect: Fisher Heck
Architect Contact: Marc Johnson, 210-299-1500
Contract Amount: \$ 270,438.61
Dates, Start to Completion: March-08 – July-08

Scope of Work:

Parking Lot construction, exterior lighting, landscape.

Status of Occupancy: Occupied
Percent Self-Performed: 30%

Additional Relevant Project History

Eagleland Link to Mission Trails

Owner: City of San Antonio
Owner Contact: David McBeth, 210-207-6342
Architect: CEC
Architect Contact: Kyle Gass, 210-641-9999
Contract Amount: \$ 456,623.84
Completion Date: May 2011

McAllister Park Youth Sports Practice Fields

Owner: City of San Antonio
Owner Contact: Steve Uncapher, 210-207-2875
Architect: CFZ Group
Architect Contact: Albert Fernandez, 210-366-1911
Contract Amount: \$ 384,490.00
Completion Date: April 2008

Palo Alto Terrace Park Improvements

Owner: City of San Antonio
Owner Contact: Mark Wittlinger, 210-930-3007
Architect: City of San Antonio
Architect Contact: Mark Wittlinger, 210-930-3007
Contract Amount: \$ 198,718.87
Completion Date: Sept 2007

Mirasol Homes Parcel B Cap

Owner: Housing Authority of San Antonio
Owner Contact: Oscar Cervantes, 210-477-6021
Architect: GMI – GEO Marine Inc.
Architect Contact: Jim Major, 210-903-3007
Contract Amount: \$ 1,261,094.00
Completion Date: June 2007

Southside Lions East Park and Playground

Owner: City of San Antonio
Owner Contact: Jeff Wurzbach, 210-207-2873
Architect: GMI – GEO Marine Inc.
Architect Contact: Jim Major, 210-903-3007
Contract Amount: \$ 212,780.90
Completion Date: May 2006



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
CGC General Contractors, Inc.
DBA CGC

239 Furr Drive
San Antonio, TX 78201

SURETY:

(Name, legal status and principal place of business)

West American Insurance Company
350 E. 96th Street
Indianapolis, IN 46240

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of San Antonio

100 Military Plaza
San Antonio, TX 78205

Mailing Address for Notices

West American Insurance Company

Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

BOND AMOUNT: FIVE PERCENT (5%) OF AMOUNT BID

PROJECT:

(Name, location or address, and Project number, if any)

Salado Creek Greenway-Northern Segment Hardberger Park to West Avenue
COSA Project #26-00080

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July

2012

CGC General Contractors, Inc.
DBA CGC

(Principal)

(Seal)

President
(Title)

West American Insurance Company

(Surety)

(Seal)

David E. Sund
(Title) David E. Sund, Attorney-In-Fact

(Witness)

(Witness)

Principal: CGC General Contractors, Inc.
DBA CGC

POWER OF ATTORNEY
WEST AMERICAN INSURANCE COMPANY

Agency Name: INSURANCE CONCEPTS OF
SAN ANTONIO, INC

Obligee: City of San Antonio

Agent Code: 424212

Bond Number:

Know All Men by These Presents: That WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of West American Insurance Company, do hereby nominate, constitute and appoint: David E. Sund, Lana Sund, Kim Huoni, David T. Sund of SAN ANTONIO, Texas its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Indianapolis, IN, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 12th day of July, 2011.



STATE OF WASHINGTON
COUNTY OF KING

Gregory W. Davenport Assistant Secretary

On this 12th day of July, 2011 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of West American Insurance Company, extracts from which read:

ARTICLE IV - Officers. Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

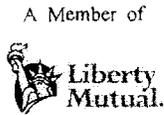
CERTIFICATE

I, the undersigned Assistant Secretary of West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 23rd day of July 2012



David M. Carey Assistant Secretary



West American Insurance Company

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at

1-800-843-6446

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al

1-800-843-6446

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, 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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse o llamar 1-800-843-6446. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Salado Creek Greenway North (Hardberger to West Ave) Project*

RESPONDENT NAME: *CLC*

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

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a **twenty percent (20%) SBE subcontracting goal AND a fifteen percent (15%) 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)
SECTION 1. PRIME				
Name: <i>CLC</i>	<i>\$215,000</i>	<i>12</i>	<i>% ESBE, SBE #: 212044195</i>	<i>90924</i>
SECTION 2. SUBCONTRACTOR(s):				
1. Name: <i>DUTCH CONSTRUCTION</i>	<i>\$1,250,000</i>	<i>65</i>	<i>% ESBE, SBE #: 211060210</i>	<i>91223, 91226, 91336</i>
2. Name: <i>TCL CONSTRUCTION</i>	<i>\$450,000</i>	<i>23</i>	<i>% HAB, MBE, SBE, WBE #: 211030217</i>	<i>91226, 91347</i>
3. Name:	\$		% #:	
4. Name:	\$		% #:	
5. Name:	\$		% #:	
Total Prime Participation:	\$		% #:	
Total Sub Participation:	<i>\$1,700,000</i>	<i>88</i>	% #:	
Total Prime & Sub Participation:	<i>\$1,915,000</i>	<i>100</i>	% #:	
Total Certified Sub Participation:	<i>\$1,700,000</i>	<i>88</i>	% #:	

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.

W. A. [Signature]
SIGNATURE OF AUTHORIZED AGENT

Vice President
TITLE

7.24.12
DATE

210-733-3000
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 SALADO CREEK GREENWAY - NORTHERN
SEGMENT: HARDBERGER PARK TO WEST AVENUE

FOR WHICH BIDS WILL BE OPENED ON July 24, 2012

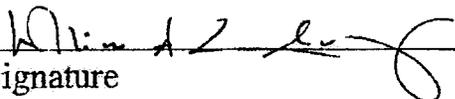
THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID
PACKAGE.

Company Name: CGC

Address: 239 Furr Dr.

City/State/Zip Code: San Antonio, Tx. 78201

Date: 7/24/12


Signature

William Cleary, 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 SALADO CREEK GREENWAY - NORTHERN
SEGMENT: HARDBERGER PARK TO WEST AVENUE

FOR WHICH BIDS WILL BE OPENED ON July 24, 2012

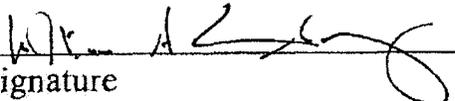
THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID
PACKAGE.

Company Name: CGC

Address: 239 Furr Dr.

City/State/Zip Code: San Antonio, Tx. 78201

Date: 7/24/12


Signature

William Cleary, President

Print Name/Title

Exhibit 1

Bid Tabulation
Salado Creek Greenway Northern Segment (Hardberger Park to West Avenue)
City of San Antonio
Bids Opened: 7/24/2012

Bidder Name	Total Bid
CGC General Contractors, Inc.	\$1,915,000.00
Shannon Monk Inc.	\$1,980,000.00
J Sanchez Contracting	\$2,113,143.45
GFP Group, L. L. C	\$2,120,162.00
Tropical Contracting, LLC	\$2,194,000.00
Jerdon Enterprises	\$2,248,000.00

